City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, May 28, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-316 Approve the Agenda for the Regular City Council Meeting of May 28, 2024 as Written or with Amendments.

Attachments: 05-28-2024 Short Agenda.pdf

MINUTES:

II.2 24-313 Approve the Minutes for the Regular City Council Meeting of February 27, 2024 as Written or with Amendments.

Attachments: 02-27-2024 Minutes ADA.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 24-248 Approve a Resolution Amending the FY4 Budget, BAF# 24-086-A, for the acceptance of a donation of a Cool Guard System in the amount of $2,726.

Attachments: CPD Grant Award Letter for Cool Guard System.pdf

Est_39661_from_AMERICAN_ALUMINUM_ACC_Inc._37824.pdf

Budget Resolution FY 2024-047 ADA Compliant.docx

BAF 24-086-A-PD-COOLING SYSTEM DONATION (5-14-24) Agenda 24-248.p

V.2 24-251 Acceptance of the Florida Department of Environmental Protection Vulnerability Assessment Planning Grant in the amount of $75,000; Authorize the City Manager to sign the agreement to be sent to FDEP for execution; Approve a Budget Resolution and BAF amending the FY2024 Budget in the amount of $75,000 for the grant agreement;

Attachments: 24PLN48 - City of Cocoa Comprehensive Vulnerability Assessment - For Execu
City of Cocoa - Vulnerability Assessment Proposal (2024.04.24) - Requires Exe
Q-23-01-COC-C3 CSA Agreement.pdf
BAF 24-088-A-CS-FDEP Vulnerability Assessment (05-14-24) Agenda 24-251.p
Budget Resolution FY 2024-048 ADA Compliant.docx

V.3 24-299 Approve a Grant Application of $1,200,000 for an ODLCC Installation Resiliency Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application.

Attachments: Internal Grant Application - Installation Resilience Form.pdf

MULTI-YEAR CONTRACTS:

V.4(b) 24-257 To Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; and To Authorize a Budgeted Expenditure for these Services not to Exceed $202,265

Attachments: Hydra Service Quote No. 240419-1JSR1 $103586.00 (Orange County Contract
Hydra Service Quote No. 240429-5JS $98679.00 (Orange County Contract Y21
Standard Piggyback Form - Hydra Services.pdf
Y21-170 Orange County-Hydra.pdf
SIGNED E-Verify Affidavit.pdf

VI. PUBLIC HEARINGS:

VI.1 24-311 Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 9, 2024 City Council Meeting.

Attachments:
- 301 S Cocoa Blvd Location.pdf
- 301 S Cocoa Blvd FLU.pdf
- 301 S Cocoa Blvd Zoning.pdf
- Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1)
- Exhibit E - City of Cocoa Entry Signs.pdf
- Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).
- 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf
- FLU MAP FROM 2010 EAR.pdf
- P&Z Legal Ad Feb 7_final.pdf

VI.2 24-298 Conduct the Final public hearing on the proposed FY2024/2025 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

Attachments:
- 2024 CPP.pdf
- 2024 RFP Score Sheet.pdf
- Drafted Action Plan.pdf
- Public Notice.pdf
- 2024-2025 HOME Consortium Allocation.pdf

VI.3 24-310 Approval of a Final Plat consistent with Chapter 18 Subdivisions of the City Code for the Lakes at Cocoa Grove and approval of an Improvements Agreement to waive the requirement for filing a performance bond to secure the construction cost estimate of unfinished public improvements associated with the subdivision.

Attachments:
- 1.Lakes at Cocoa Location.pdf
- 2.Lakes at Cocoa Zoning.pdf
- 3.Lakes at Cocoa FLU.pdf
- Final Plat Lakes at Cocoa.pdf
- IMPROVEMENTS AGREEMENT - Lakes at Cocoa Grove 5.24.pdf
- Final Draft-POA-Declaration__Rev4.pdf
- Conservation Easement
- Joinder - Lakes at Cocoa Grove_Executed
- 10085412.pdf

VII. COUNCIL BUSINESS:

VII.1 24-230 Provide direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s).

Attachments: 041824 - City of Cocoa Golf Cart Study - $34,900.pdf

VII.2 24-235 Approve the current lien for the property located at 1059 Cypress Ln to $2,622.08, as recommended by the Code Enforcement Board. On August 15, 2019 the property owner was found to be in violation of: **Weeds, Sec. 6-1003 (d);** For the accumulation of tall weeds, grass and/or overgrowth exceeding 12" in height, **Protective Treatment, Sec. 6-1003 (d);** For the disrepair of protective treatment (paint) to the exterior walls, fascia and exterior surface areas and **Storing Outdoors, Sec. 6-900 (b) (11);** For accumulation of outdoor storage items such as boxes, tires, gas cans, clothing, etc. The fine period was from **September 16, 2019** to **April 27, 2023** (4 Yrs.) and the lien ran at **$75.00** per day leaving a total fine balance of: **$98,840.00.**

Attachments: 1. Council Staff Report.docx
LR App.pdf
LR Staff Report.docx
Cost Aff -1059.xlsx
BCPAO(2).pdf
BCPAO.pdf
Notice of Violation.docx
Notice of Hearing.docx
BO.docx
Order.pdf

VII.3 24-297 Council approval to apply for a Railroad Crossing Elimination (RCE) grant from the Federal Railroad Administration in conjunction with the Space Coast Transportation Planning Office (SCTPO) in the amount of $705,000 for Safety Improvements to the Crossing at W. Highland Drive. Approve the Resolution. Authorize the City Manager to Execute the Grant Application.

Attachments: Brevard RCE Safety Enhancement Alternatives Summary_2024-05-06.pdf
Brevard RCE Safety Enhancement Alternatives Matrix_2024-05-06.pdf
RR Xing Safety Grant.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 24-309 Informational Only - The City of Cocoa's Open Board Vacancies.

IX.2 24-314 Bi-weekly Report from May 10 - May 23, 2024.

Attachments: Council bi-weekly report.pdf

IX.3 24-315 Informational Only - Planning & Zoning Project Updates Report.

Attachments: Current Development Projects Summary May-2024.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	24-316	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/24/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Approve the Agenda for the Regular City Council Meeting of May 28, 2024 as Written or with Amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-28-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 24, 2024
Agenda Date: May 28, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Agenda for the Regular City Council Meeting of May 28, 2024 as Written or with Amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

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RECOMMENDED MOTION:

Approve the Agenda for the Regular City Council Meeting of May 28, 2024 as Written or with Amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 28, 2024
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 May 28, 2024. (24-316).

2. Minutes: Regular Meeting of February 27, 2024. (24-313).

III. Awards and Presentations:

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

This Agenda may be Amended up until or at the Meeting

(A) General Consent Items:

1. Approve a Resolution Amending the FY4 Budget, BAF# 24-086-A, for the acceptance of a donation of a Cool Guard System in the amount of $2,726. (24-248). (Police Chief)

2. Acceptance of the Florida Department of Environmental Protection Vulnerability Assessment Planning Grant in the amount of $75,000; Authorize the City Manager to sign the agreement to be sent to FDEP for execution; Approve a Budget Resolution and BAF amending the FY2024 Budget in the amount of $75,000 for the grant agreement. (24-251). (Community Services Director)

3. Approve a Grant Application of $1,200,000 for an ODLCC Installation Resiliency Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application. (24-299). (Utilities Director)

(B) Multi-Year Contracts:

4. To Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; and To Authorize a Budgeted Expenditure for these Services not to Exceed $202,265. (24-257). (Utilities Director)

VI. Public Hearings:

1. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 9, 2024 City Council Meeting. (24-311). (City Manager)

2. Conduct the Final public hearing on the proposed FY2024/2025 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (24-298). (Community Services Director)

3. Approval of a Final Plat consistent with Chapter 18 Subdivisions of the City Code for the Lakes at Cocoa Grove and approval of an Improvements Agreement to waive the requirement for filing a performance bond to secure the construction cost estimate of unfinished public improvements associated with the subdivision. (24-310). (Planner)

VII. Council Business:

1. Provide direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s). (24-230). (Public Works Director)

2. Approve the current lien for the property located at 1059 Cypress Ln to $2,622.08, as recommended by the Code Enforcement Board. On August 15, 2019 the property owner was found to be in violation of: Weeds, Sec. 6-1003 (d); For the accumulation of tall weeds, grass and/or overgrowth exceeding 12" in height, Protective Treatment, Sec. 6-1003 (d); For the disrepair of protective treatment (paint) to the exterior walls, fascia and exterior surface areas and Storing Outdoors, Sec. 6-900 (b) (11); For accumulation of outdoor storage items such as boxes, tires, gas cans, clothing, etc. The fine period was from September 16, 2019 to April 27, 2023 (4 Yrs.) and the lien ran at $75.00 per day leaving a total fine balance of: $98,840.00. (24-235). (Police Chief)

3. Council approval to apply for a Railroad Crossing Elimination (RCE) grant from the Federal Railroad Administration in conjunction with the Space Coast Transportation Planning Office (SCTPO) in the amount of $705,000 for Safety Improvements to the Crossing at W. Highland Drive. Approve the Resolution. Authorize the City Manager to Execute the Grant Application. (24-297). (Public Works Director)

VIII. City Business:

IX. Informational Agenda:

1. City of Cocoa's Open Board Vacancies. (24-309). (Administrative Services Director/City Clerk)

2. Bi-weekly Report from May 10 - May 23, 2024. (24-314). (City Manager)

3. Planning & Zoning Project Updates Report. (24-315). (City Manager)

X. Reports:

XI. Adjournment:

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Legislation Details (With Text)

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Type:	Minutes			**Status:**	Agenda Ready
File created:	5/23/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting of February 27, 2024 as Written or with Amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-27-2024 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 23, 2024
Agenda Date: May 28, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council Meeting of February 27, 2024 as Written or with Amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the Regular City Council Meeting of February 27, 2024 as Written or with Amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

February 27, 2024

A Regular City Council Meeting was held on Tuesday, February 27, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:03 p.m.

Scott Billue provided the invocation and Wesley Park led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Katie Ennis, Assistant Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Robert Beach, Chief Technology Officer; Lori Chabot, Recording Secretary; and Lisa Richardson, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 17, 2024. (24-106)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of February 27, 2024 as written with discussion.**

Councilmember Koss requested to move Consent items V.6(b), V.7(b) and V.8(b) to City Business. She shared that it is an interesting project that is worth millions of dollars and it deserves to be presented.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to amend the agenda for the Regular meeting of February 27, 2024 to move Multi-Year Consent Items V.5(b), V.6(b) and V.7(b) to City Business.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of November 14, 2023. (24-101)

(b) Special Meeting of December 19, 2023. (24-102)

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the minutes for the Regular meeting of November 14, 2023.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to approve the minutes for the Special meeting of December 19, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of CMC Pin to Monica Arsenault, City Clerk. (24-097). (Gwen Pierce, FACC Central East District Director)

Gwen Pierce, City Clerk of Satellite Beach and FACC Central East District Director, presented Ms. Arsenault with her CMC pin and offered her congratulations on completing the program.

2. Historic Cocoa Village Main Street's Annual Report. (24-107). (HCVMS)

Amanda Muzaurieta, Executive Director of HCVMS, presented Council with information for Historic Cocoa Village Main Street's Annual Report.

IV. Delegations:

J.B. Dennis, 3710 Catalina Dr., Unincorporated Cocoa, stated that he turned in a petition to the City Clerk and wanted to know why there was not an item on the agenda this evening. He also wanted to know when an item addressing the homelessness issue was going to be brought before the Council.

Councilmember Barringer shared that he feels the City is up and coming with a method to address the homelessness issue, however he can't give an exact date as to when an item will be brought forward to Council. He added that he has good faith that the conversation will be held in the short term.

Councilmember Goins thanked Mr. Dennis for bringing the petition forward, however he thinks the best time to discuss this issue is at the Budget meeting being held on Tuesday, March 5, 2024 at 5pm.

Deputy Mayor Hearn added that Council is not turning a blind eye to the homeless. The City has been supporting its local non-profit organizations and he mentioned Matthew's Hope. He explained that there is certainly more to be done but the City of Cocoa cannot do it alone. He encouraged Mr. Dennis to visit the County Commission as well.

Wesley Park, representing the American Legion, Post #22 located at 241 Peachtree St., Cocoa, spoke about the upcoming Walk for Veterans. This will benefit the Be-the-One program and will be held on March 30, 2024 from 8am-2pm. He also shared the sponsorship details for anyone who is interested.

Katie Delaney, Unincorporated Cocoa, mentioned a comment made by Mayor Blake at the previous Council Priorities Workshop regarding annexing parts of Brevard County into Cocoa, which is concerning to her. In response, Mayor Blake asked Ms. Delaney what area of the County she lives in. Ms. Delaney shared she lives in Canaveral Groves.

Mayor Blake clarified that was not the area he was talking about and provided further specifications regarding which area he was speaking about when he made the comment.

Ms. Delaney shared that she is concerned that the City does not have a Strategic Plan. She also conversed with Council about impact fees and charging incoming developers their part instead of putting the burden on the backs of the middle class.

Mayor Blake shared that the State is looking at doing away with business tax receipts and pointed out that if that happens Council and staff are going to need to get creative on ways to make up for the loss of revenue.

Anita Gibson, 451 Stone St., Cocoa, has concerns about the budget for the Police Department. She wants to ensure that they are going to be equipped. She is worried that with all of the development coming in the city is going to need the police now more than ever.

In response to Ms. Gibson's concerns, Chief Collier shared that the Police Department is seven vacancies down and they are on their way to being fully staffed.

Ms. Gibson added that while at times it may be hard to agree on things, Cocoa is one unit and she is proud of this community.

Scott Billue, President of Matthew's Hope, 825 Forrest Ave., Cocoa, shared that Matthew's Hope has added a second day of medical care and added an extra nurse practitioner. He shared further information about how many people they've served and fed.

Additionally, they will be participating in the Cocoa Village Craft Fair and they will have a few individuals from their program working and selling some of the items they have made at their facility.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY24 Budget, BAF# 24-046-A in the amount of $13,457 with the use of Federal Forfeiture funds to Train Police Officers in mandatory Active Assailant Training using Ultimate Training Munitions Contract # 47QSWA19D00AS for purchase of required equipment. (24-048). (Police Chief)

2. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making an Exemption to Competitive Purchase through The Ford Meter Box Company, Inc. for the Replacement of the Existing Water Meter Test Bench and Related Appurtenances; To Approve the Purchase of the Water Meter Test Bench. (24-070). (Utilities Director)

3. Approve a Budget Resolution Amending the FY24 Budget, BAF#24-055-T, in the Amount of $110,000 for the Repairs of a VAC-CON Jet Vacuum Cleaner Truck System and a 2014 Tymco Street Sweeper. Authorize the City Manager to Approve Purchases up to the Budgeted Amount. (24-085). (Public Works Director)

4. Approve the FY 2023-2024 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $310,488.38. (24-093). (Community Services Director)

(B) Multi-Year Contracts:

~~5. To Approve the Friday Road Utilities Extension Project - Construction Admin Services and the Osage/Angelica Street Utilities Extension Project - Construction Admin Services Scopes of Services and associated rates with DRMP, Inc for Engineering Services During Construction for the Lakes at Cocoa Grove - Utility Extensions, Project No. WS21CG; To Approve A Resolution to Waive Competitive Bidding for the work; To Approve a 4th Amendment to the DRMP Continuing Services Agreement (RFQ No. 17-16-COC); To Approve as Multi-Year Contracts from FY2024 through FY2025. To Approve a Resolution Amending the FY24 Budget, BAF#24-059-ITF, in the Amount of $222,065 for Engineering Services (DRMP) and Replenishing Fund Balance (Fund 421) in the Amount of $1,223,744. (24-056). (Utilities Director)~~ Moved to City Business Item VIII.1.

~~6. To Approve Task Order 2024-10 with Atlantic Development of Cocoa, Inc. for Construction of the Friday Road Utilities Improvements Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $401,240.70 (10% of the Contract Amount) for a Total Project Cost of $4,413,647.70; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-057-IFT. (24-057). (Utilities Director)~~ Moved to City Business Item VIII.2.

~~7. To Approve Task Order 2024-09 with Atlantic Development of Cocoa, Inc. for Construction of the Osage/Angelica Utilities Improvements Project; To Approve as~~

~~a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $371,738.53 (10% of the Contract Amount) for a Total Project Cost of $4,089,123.83; To Approve a Resolution Amending the FY2024 Budget, BAF#24-058-IFT. (24-058). (Utilities Director)~~ Moved to City Business Item VIII.3.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing to review the affordable housing 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. (24-031). (Community Services Director)

Ms. Neuterman shared the purpose of the item, explaining that Section 166.0451 of Florida Statutes provides that by October 1, 2023, and every 3 years thereafter, 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 for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property that is appropriate for permanent affordable housing.

As part of the recommendation to adopt best practices for surplus land programs, the City is developing a program that will meet the requirements of Florida Statute 166.0451 and the Live Local Act. This program will be presented to Council for approval at a later date. Since there has been some interest in various parcels, staff intends to present to the City Manager several parcels that the City may want to negotiate terms and conditions of the disposition of the properties described on Exhibit “A” subject to the City Council’s approval. Upon approval of the Resolution, it will be published as required on the City’s website.

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to 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.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

1. Approve on First Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit. (24-089). (City Attorney)

City Attorney Garganese stated that this is the First Reading of Ordinance 04-2024 and read the title into the record as follows:

Ordinance No. 04-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; CREATING A NEW ARTICLE IV, DIVISION 1, OF CHAPTER 19, *TAXATION*, OF THE CITY OF COCOA CODE OF ORDINANCES; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED WITHIN THE CITY IN THE DISTRICT 1 ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT, CREATED AND ESTABLISHED BY BREVARD COUNTY, FLORIDA; PROVIDING IDENTIFICATION OF PROPERTY WITHIN THE CITY OF COCOA AUTHORIZED FOR INCLUSION IN SAID UNIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public.

Ms. Delaney had questions about the borrow pit on the Brightline property. She asked if the MSTU would have been needed from the point of development. Additionally, she talked about the two road options and asked if there is a plan to figure out how much to tax because one option is much more expensive than the other option.

She noted that it would be great for the residents to know if their neighborhood is going to get cut through or if the developer is going to build a new road behind their community.

City Manager Whitten explained that in the Stipulated Settlement Agreement, the County was to decide the ingress and egress for the development. Ultimately, they have decided that go with the road that will lead out onto Grissom Parkway right in front of the Amazon facility.

Furthermore, the County decides the boundaries of the MSTU. City Manager Whitten pointed out that in the Stipulated Settlement Agreement the subject properties are to be a part of the County's MSTU.

There being no further questions or comments, the public portion of the hearing was closed.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Ordinance No. 04-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approval of a road closure date change and the addition of a street closure outside the CBD. (24-072). (Comm. & Economic Dev. Director)

Ms. Senger shared the details of the road closure date change, noting that the car show will be changed from March 10, 2024 to November 9, 2024. Additionally, the Space Coast Runners event has been added to the schedule but it will be outside of the CBD.

* **MOTION by Mayor Blake; Seconded by Councilmember Barringer to approve the road closure date change and the additional street closure outside the CBD.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Council approval of FY23 assigned fund balance listing requested to be able to complete the FY23 Annual Comprehensive Financial Report (ACFR) for audit. (24-103). (Finance Director)

Ms. Bowman reviewed the FY23 fund balance designations and the proposed assigned fund balance for FY23.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the FY23 assigned fund balance listing being requested to be able to complete the FY23 Annual Comprehensive Financial Report (ACFR) for audit, for discussion.**

Councilmember Goins asked if the paving amount being presented cover the costs of curb and gutter or is it simply the price of asphalt. In response, Ms. Morgan and City Manager Whitten confirmed that the amount being presented will include the costs of curb, gutter and sidewalks as well.

Councilmember Koss asked City Manager Whitten to address Brightline. In response, City Manager Whitten shared that the City has had positive discussions with Brightline and he is poised to believe that the City is designated to be the Brevard stop for the train station. He is hopeful that an official announcement will be made soon.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY[1] (5-0)

Mayor Blake made a request that staff put together a report indicating the positive accomplishment that the City has achieved.

VIII. City Business:

1. To Approve the Friday Road Utilities Extension Project - Construction Admin Services and the Osage/Angelica Street Utilities Extension Project - Construction Admin Services Scopes of Services and associated rates with DRMP, Inc for Engineering Services During Construction for the Lakes at Cocoa Grove - Utility Extensions, Project No. WS21CG; To Approve A Resolution to Waive Competitive Bidding for the work; To Approve a 4th Amendment to the DRMP Continuing Services Agreement (RFQ No. 17-16-COC); To Approve as Multi-Year Contracts from FY2024 through FY2025. To Approve a Resolution Amending the FY24

[1] Deputy Mayor Hearn left the room at 7:51pm & returned at 7:54pm

Budget, BAF#24-059-ITF, in the Amount of $222,065 for Engineering Services (DRMP) and Replenishing Fund Balance (Fund 421) in the Amount of $1,223,744. (24-056). (Utilities Director)

Mr. Walsh provided a background of the project. He explained that there is a Settlement Implementation Agreement pursuant to two previous Development Agreements for the property located at I-95 and State Road 528. The City of Cocoa has agreed to design, permit and construct water, sewer and reclaim services to this property subject to certain terms for development.

The design was completed as two separate design segments, Friday Road Extension and the Osage/Angelica Extension. The project was split into two separate segments as they are not contiguous segments and also allows for flexibility in the timing/schedule of construction based on the needs of the overall project.

At the time of the design, DRMP had an agreement with the City for Engineering Services for Conveyance Projects from RFQ 17-16-COC with its time extension amendments, which expired May of 2023. However, the Agreement stayed in effect under the work under Task Order 2021-21 was completed in December of 2023. Furthermore, because DRMP was the original design firm for the projects, and has intimate knowledge of the projects, staff is recommending one additional retroactive extension of the Agreement for the sole purpose of authorizing DRMP to perform Construction Administration Services for the Friday Road Utilities Extension Project and the Osage/Angelica Street Utilities Extension Project.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the item.**

Mayor Blake opened the discussion to the public.

Ms. Lil Leber, 5150 Dalehurst Dr., Unincorporated Cocoa, stated that a lot of money is being proposed to be spent by both the City of Cocoa and Brevard County. Her concern lies with her cost associated with a project that is still not permitted but is in jeopardy of getting permitted.

Mr. Richard Heffelfinger, 2000 Juniper Dr., Unincorporated Cocoa, asked for a brief overview of the schedule for the project. In response, Mr. Walsh provided information about what is going to be done, sharing that the Friday Road side of the project will start at the intersection of James Road and go north along into the

property. He provided further details of what will be done and shared that the work is planned to be started within this year.

Katie Delaney, has concerns with the plans that the developers submitted. She explained that the lot sizes don't seem to comply with the Stipulated Agreement. She is confused as to how these two communities are moving forward with violations of the Stipulated Agreement.

She pointed out that the County Commissioners and City Council are elected officials and are elected to protect their citizens. The decisions made here this evening will directly impact the homes in this area.

She is also concerned about the protected wildlife that live there such as bald eagles and gopher turtles. She reiterated that the job of elected officials is to consider the best interests of their constituents.

Additionally, by waiving the competitive bidding process, how are the people supposed to know if what is being approved is in their best interest.

She added that she is disheartened that this item was hidden on the Consent agenda and thanked Councilmember Koss for moving it off and bringing it to the public's attention.

There being no further questions or comments, the public portion of the item was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. To Approve Task Order 2024-10 with Atlantic Development of Cocoa, Inc. for Construction of the Friday Road Utilities Improvements Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $401,240.70 (10% of the Contract Amount) for a Total Project Cost of $4,413,647.70; To Approve a Resolution Amending the FY2024 Budget, BAF# 24-057-IFT. (24-057). (Utilities Director)

Mr. Walsh briefly explained the purpose of the item.

* **MOTION by Mayor Blake; Seconded by Councilmember Barringer to approve the item, for discussion.**

Councilmember Koss wished to assure Ms. Delaney that she was able to sit down and review the entire file and she can promise that this is much better than what was initially proposed.

Councilmember Barringer stated that as Representative of District 3, whose District is being discussed this evening, he would like to say that he loves this project and loves the work that has gone into it. He cannot compliment staff enough by addressing the complexity that it has taken and the amount of work that has been invested already.

He is glad that the Cocoa is growing and there is no intent to annex the entirety of the Groves or Port St. John. There is a quality of life that is respected and the subject property that is being discussed has been invested in by private property owners who are meeting the requirements of any agreements that have been made.

Councilmember Barringer added that he did his due diligence before he came to the meeting tonight and if there was an opportunity for speaking everyone was given the opportunity to speak. He is glad that there is enough confidence in staff to spend ten million dollars because they provide the trust, effort and competency to address these types of issues.

He encouraged the public to reach out to their local representative with any questions or concerns they may have.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. To Approve Task Order 2024-09 with Atlantic Development of Cocoa, Inc. for Construction of the Osage/Angelica Utilities Improvements Project; To Approve as a Multi-Year Contract; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $371,738.53 (10% of the Contract Amount) for a Total Project Cost of $4,089,123.83; To Approve a Resolution Amending the FY2024 Budget, BAF#24-058-IFT. (24-058). (Utilities Director)

Mr. Walsh provided a brief introduction to the item and offered to answer any questions.

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the item.**

Ms. Delaney wished to add that while most of the inconsistencies have come from the County, she does not think it is appropriate for Council to berate the citizens for coming forward with questions.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Whitten wished to clarify some of the comments made and pointed out that staff does an excellent job of protecting the interests of Cocoa. He takes exception to any innuendos that the City is doing backdoor deals because that is not the truth.

He provided insight into how a citizen may find, download and view an agenda for a meeting on the City's website. He further wished to address Consent items and how they are available just as any other item on the agenda to the public.

City Manager Whitten presented a side-by-side of Strategic Plan information from the City of Cocoa, the City of Titusville and the City of Tallahassee. He wished to address the criticism that was put forth not only at the workshop, but at the meeting this evening that Cocoa does not have a Strategic Plan.

He provided examples of priorities that are being implemented by staff, including affordable housing projects and acquiring property in the Consent Decree area which has been in place for more than a number of years.

The City also has a Financial Operations Manual (FOM) that provides direction on how to plan out the fund balances and so he rejects the notion that the City does not conduct strategic planning.

City Manager Whitten stated that he will continue to address misinformation as it is presented and provide factual information.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (24-063). (Finance Director)

2. FY 2024 January Budget Adjustment Report. (24-064). (Finance Director)

3. Report of 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. (24-065). (Finance Director)

4. Bi-Weekly Report Covering February 9 – February 22, 2024. (24-108). (City Manager)

X. Reports:

Mayor Blake recognized Ms. Senger for being on the front page of Brevard Business News.

Deputy Mayor Hearn recognized City Manager Whitten and shared that he received a plaque for his thirty years of service from ICMA.

City Manager Whitten highlighted several of the strides and efforts the City is making within the city.

Ms. Senger talked about the efforts the city is making to reach out to and support its Hispanic business owners. Additionally, there will be an upcoming seminar staff is partnering with the Clearlake Education Center in June.

She also shared that a Key to the City will be presented to Jawaan Taylor at the March 26, 2024 City Council meeting.

Mr. Beach talked about the new computer lab at the Dr. Joe Lee Smith Center. He shared that this was funded with ARPA funds and provided some pictures of the new lab. There were ten computers installed in total.

Ms. Senger added that a tentative calendar request was sent out to Council for April 2nd for a ribbon cutting of the lab.

Chief Lamm provided an update on the two high school students working their way up in the Fire Department. Additionally, the old Fire Station 1, which is the new Family Promise was presented with a Diamond award from the East Central Florida Regional Planning Council for the project conversion.

Councilmember Goins provided some photos from Mardi Paws in the Park and the Black History Program event put on by the Cocoa High School Cheerleaders.

He shared that he also attended Unity in the Community and the Jake Williams Scholarship Gala.

Lastly, he talked about West Palm Beach being innovative with affordable housing. He presented a news article about West Palm Beach commissioners approving forty-eight apartments to be made from steel containers.

Councilmember Barringer publicly apologized to Chief Collier for not showing up to a meeting that had been coordinated with the department.

For the purpose of providing context, Councilmember Barringer shared a photo of a piece of property that is about a quarter of a mile outside of the city limits that has been vacant for a very long time that might be considered appropriate for annexation.

He talked about local eateries in Cocoa and shared a photo with his daughter while they were sharing lunch. He encouraged everyone to go out and eat locally.

Additionally, he spoke about the economic drivers of UCF. He pointed out that the City of Cocoa has a UCF campus right here in Cocoa.

Councilmember Barringer advocated for the Brevard Humane Society and all of the things they do.

Deputy Mayor Hearn shared a photo from the African American History Reading event he attended with Mayor Blake. He also attended the Jake Williams Scholarship Gala which was working to raise money for a scholarship for a student at Emma Jewel Charter Academy.

Lastly, he shared that he attended the Unity in the Community event. He is happy to see all of the activity going in on the City.

Councilmember Koss talked about the differences in Titusville's and Tallahassee's strategic plan. Additionally, she spoke with City Manager Whitten this morning about moving the three consent items and asked if she needed to make a motion to do so but was told the City Manager was going to reach out to the City Clerk to make the change. Additionally, she feels that she is berated for even bringing up changes to the minutes.

In all of her research she has seen that Consent items are supposed to be for routine items. She has never asked for any more than to be treated as an equal on the City Council. She simply wants the citizens to be part of the conversation.

Additionally, she explained that strategic planning is about building a vision and building consensus which was her initial argument for updating it and unifying their vision as a Council.

Councilmember Koss provided her District 4 report and shared photos from recent events she attended, including the Jake Williams Scholarship Gala.

Mayor Blake shared photos from recent events he attended including the Eastern Florida State College Melbourne Campus's Backyard BBQ, Cajun Soul Bistro Ribbon Cutting, the African American Read-in, and the United Way lunch held at Public Works.

XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer, to adjourn the Regular meeting of February 27, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:33 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-248	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	4/29/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Approve a Resolution Amending the FY4 Budget, BAF# 24-086-A, for the acceptance of a donation of a Cool Guard System in the amount of $2,726. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CPD Grant Award Letter for Cool Guard System.pdf Est_39661_from_AMERICAN_ALUMINUM_ACC_Inc._37824.pdf Budget Resolution FY 2024-047 ADA Compliant.pdf BAF 24-086-A-PD-COOLING SYSTEM DONATION (5-14-24) Agenda 24-248.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2024
Agenda Date: May 28, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY4 Budget, BAF# 24-086-A, for the acceptance of a donation of a Cool Guard System in the amount of $2,726.

BACKGROUND:

On March 26, 2024, under agenda item 24-111 City Council approved the donation of a patrol canine to the Cocoa Police Department. The Canine Program is currently in need of a heat protection system for a new canine vehicle. The Space Coast Police K-9 Foundation has approved, through their respective board, donation of this Cool Guard System, which would cost $2,726.

They would like to purchase the item through their board.

STRATEGIC PLAN CONNECTION:

Operational.

BUDGETARY IMPACT:

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

Amount Requested $2,726
Account Number _001-0000-366.10-10
Account Name _Contribution for Canines, PD14K9

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #:_001-2100-521.52-00 PD14K9

Space Coast Police K-9 Foundation would like to make the purchase and the donation

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
Approve a Resolution Amending the FY4 Budget, BAF# 24-086-A, for the acceptance of a donation of a Cool Guard System in the amount of $2,726.

Evander Collier IV
Chief of Police, City of Cocoa, FL
1226 W. King St.,
Cocoa, FL 32922

April 17, 2024

Dear Chief Collier,

On behalf of the entire board of directors for the Space Coast Police K-9 Foundation, I am pleased to announce we have approved funding for the Cocoa Police Department to purchase the safety equipment needed as part of a heat protection system to be installed in a new K-9 vehicle. The board has approved funding in the amount of $2726.00, as indicated on the bid proposal for a Cool Guard system. We are happy to be able to provide this important piece of equipment that will help protect our 4-legged heroes.

The Space Coast Police K-9 Foundation was formed in 2021, to help support police K-9 programs throughout Brevard County. The board is comprised of police K-9 officers, law enforcement civilian personnel, and business owners that support the important work of police K-9 programs. The goal of this foundation is to help support the needs of our police K-9 officers so they have the ability to continue to do their jobs safely and effectively.

It is our hope that this important piece of equipment will protect the officers and their K-9's as they continue to protect and serve the citizens of Cocoa.

Sincerely,

Yvonne Martinez
Vice President
Space Coast Police K-9 Foundation

Board of Directors:

Dan Rhoades, President

Yvonne Martinez, VP and Secretary

Andy Clay, Treasurer

Shawn Crook, Board Member

Pam Shaia, Board Member

Jerry Shealy, Board Member

Christina West, Board Member

AMERICAN ALUMINUM
ACCESSORIES, INC.

1-800-277-0869
3882 S. Byron Butler Pkwy.
Perry, FL. 32348

Bid Proposal

Date	Estimate #
4/17/2024	39661

Name / Address	Ship To
City of Cocoa Attn: Accounts Payable 65 Stone St Cocoa, FL 32922	City of Cocoa Attn: Tony Jones 301 shearer blvd Cocoa, FL 32922 321-355-8926

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle
QUOTE	Net 30	5/17/2024	BAS	ORIGIN	2023 ISUV

Item	Description	Qty	Rate	Total
Cool Guard PLUS M910	*** PLEASE ADVICE IF THE VEHICLE IS NOT A POLICE PACKAGE... IF THERE IS NOT A PARK NEUTRAL WIRE WE WILL HAVE TO PROVIDE A SWITCH FOR IT. THE OFFICER WILL HAVE TO MANUALLY TURN IT ON AND OFF *** E/Z-Cool Guard System PLUS M910 (Coolguard ONLY, this does not include the Rescue Door Opener) Which side of the vehicle is the fan being installed on (Driver or Passenger)? The standard kit Includes: 1pc Cool Guard Plus only 1pc Cool Guard Control Head (TS display) 1pc Paw Protect 2pcs Temp Probes w/ temp and humidity 1pc Pedestal kit 1kt All associated wire harnesses for CGP 1pc 30A Fuse and In-line Fuse Holder 1 Fan and Fan guard New Features of the M910 system: * Remote start, if the ignition is off but not the paw protect AND the alarm is triggered, the remote start signal is triggered, for most vehicles it will shut off after 20 min. * Added fan feature, the system will support a	1	1,701.00	1,701.00

Any Questions Please Contact Britney Strickland at 850-223-5600

Total

AMERICAN ALUMINUM
ACCESSORIES, INC.

1-800-277-0869
3882 S. Byron Butler Pkwy.
Perry, FL. 32348

Bid Proposal

Date	Estimate #
4/17/2024	39661

Name / Address	Ship To
City of Cocoa Attn: Accounts Payable 65 Stone St Cocoa, FL 32922	City of Cocoa Attn: Tony Jones 301 shearer blvd Cocoa, FL 32922 321-355-8926

P.O. No.	Terms	**Quote Expires**	Rep	FOB	Vehicle
QUOTE	Net 30	5/17/2024	BAS	ORIGIN	2023 ISUV

Item	Description	Qty	Rate	Total
	second fan (not included in this price) * K9 light on the display, customer can turn on and off the light from display screen * RESCUE feature on the display, RESCUE deploys from display * RESCUE Fob sync can be done on the display Installer friendly features: *One module houses Cool Guard and RESCUE * Longer temp probes for easy install * Light indicators on every output * 3 in gear disable options for all major manufacturers * Enhanced window circuit with Bump feature to safeguard the fuse * Extended cool down period in setup options			

Any Questions Please Contact Britney Strickland at 850-223-5600

Total

AMERICAN ALUMINUM
ACCESSORIES, INC.

1-800-277-0869
3882 S. Byron Butler Pkwy.
Perry, FL. 32348

Bid Proposal

Date	Estimate #
4/17/2024	39661

Name / Address	Ship To
City of Cocoa Attn: Accounts Payable 65 Stone St Cocoa, FL 32922	City of Cocoa Attn: Tony Jones 301 shearer blvd Cocoa, FL 32922 321-355-8926

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle
QUOTE	Net 30	5/17/2024	BAS	ORIGIN	2023 ISUV

Item	Description	Qty	Rate	Total
Cool Guard M910 Rescue add on	RESCUE module and wire harness for M910 Cool Guard PLUS	1	433.00	433.00
Cool Guard Pager System	E/Z-Cool Guard Pager System. Works in conjunction with Cool Guard Monitoring System ***INCLUDES A GLASS MOUNT ANTENNA***	1	550.00	550.00
Freight-UPS	UPS Shipping Cost	1	42.00	42.00

Any Questions Please Contact Britney Strickland at 850-223-5600

Total USD 2,726.00

Thank You For Your Inquiry

RESOLUTION NO. 2024-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 28th day of May, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-086-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 04/29/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,726	001-0000-366.10-10	PD14K9	Contribution for Canines	$ 0	$ 0	$ 2,726	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,726	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,726	001-2100-521.52-00	PD14K9	Law Enforcement/Operating	$ 191,376	$ 186,666	$ 189,392	$ 21,086
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,726	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF is being completed in order to accept donation from Space Coast Police K-9 Foundation for a Cool Guard System.
Agenda #: 24-248

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/28/24 RESOLUTION #: 2024-047

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert Digitally signed by Susan Lambert Date: 2024.04.29 08:03:43 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.04.29 11:13:33 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Evander Collier Digitally signed by Evander Collier Date: 2024.04.29 09:38:25 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.05.01 16:05:40 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-251	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/30/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Acceptance of the Florida Department of Environmental Protection Vulnerability Assessment Planning Grant in the amount of $75,000; Authorize the City Manager to sign the agreement to be sent to FDEP for execution; Approve a Budget Resolution and BAF amending the FY2024 Budget in the amount of $75,000 for the grant agreement. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	24PLN48 - City of Cocoa Comprehensive Vulnerability Assessment - For Execution.pdf City of Cocoa - Vulnerability Assessment Proposal (2024.04.24) - Requires Execution.pdf Q-23-01-COC-C3 CSA Agreement.pdf BAF 24-088-A-CS-FDEP Vulnerability Assessment (05-14-24) Agenda 24-251.pdf Budget Resolution FY 2024-048 ADA Compliant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 30, 2024.
Agenda Date: May 28, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Acceptance of the Florida Department of Environmental Protection Vulnerability Assessment Planning Grant in the amount of $75,000; Authorize the City Manager to sign the agreement to be sent to FDEP for execution; Approve a Budget Resolution and BAF amending the FY2024 Budget in the amount of $75,000 for the grant agreement;

BACKGROUND:

In Fiscal Year 2024, the City of Cocoa applied for a Vulnerability Assessment Grant to update the resilient planning protocols for the City. The Florida Department of Environmental Protection (FDEP) awarded the City a $75,000 planning grant to assess the City's protocols and build upon the previous 2020 Resilient Cocoa Plan. The Vulnerability Assessment must include specific items that are outlined in Florida Statute 380.093. This update will allow the City to qualify and apply for State FDEP grants to better serve the City as it continues to grow.

Staff recommend utilizing EXP as the consultant to perform the services necessary to comply with the grant guidelines. EXP is currently under a Continuing Services Agreement with the City to

perform such services and their experience with other City's will allow us to be more prepared and adaptable to any storm event.

The proposed task order to this contract is for $74,945.50 and is within the CM's current purchasing authorization to approve.

The tasks associated with the EXP Work Plan identified by FDEP include:

1. Identify Vulnerability Assessment Data Standards - include the sea level rise scenarios and planning horizons defined in Florida Statutes 380.093.
2. Kick-Off Meeting, Client Communication and Decision Context - include reviewing previous work and developing a plan to address scope, goals and milestones.
3. Public Outreach Meeting - includes two outreach meetings to allow the public to provide input.
4. Acquire Background Data - includes collection of data for evaluation of significant assets, topographic data, flood scenario-related data and reports on data the collection.
5. Exposure Analysis - identify the depth of water caused by sea level rise, storm surge or flooding scenarios. All data will follow standards in Florida Statute 380.093.
6. Sensitivity Analysis - measures the impact of flooding on assets and apply the data to the inventory of critical assets.
7. Final Vulnerability Analysis - a final report will be presented to Staff for compliance with grant deliverables.

The timeline for the grant is through June 30, 2026, but we are anticipating finishing the grant deliverables in early 2025. As part of the grant project a Project Steering Committee will be selected to work with the consultant to complete this grant deliverable. Members will include staff and local experts on Cocoa resiliency.

Staff requests acceptance of the FDEP Vulnerability Assessment Planning Grant in the amount of $75,000 and authorize the City Manager to execute the agreement with FDEP. Staff also requests approval of a budget resolution amending the FY 2024 budget in the amount of $75,000 The City Manager will execute the task order agreement with EXP in the amount of $74,945.50.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

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

Amount Requested	$75,000
Account Number	_001-0000-334-50-55
Account Name	_Economic Environment - FDEP 24LPN48

Amount Requested	$75,000
Account Number	_001-3200-515-31-17
Account Name	_Professional Services - FDEP 24LPN48
Project Number	GR2405

powered by Legistar™

Source of Funds: Grant Source: FDEP Planning Grant

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Acceptance of the Florida Department of Environmental Protection Vulnerability Assessment Planning Grant in the amount of $74,945.50; Authorize the City Manager to sign the agreement to be sent to FDEP for execution; Approve a Budget Resolution and BAF amending the FY2024 Budget in the amount of $74,946 for the grant agreement.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Cocoa Comprehensive Vulnerability Assessment

Agreement Number: 24PLN48

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Cocoa

Entity Type: Local Government

Grantee Address: 65 Stone Street Cocoa, Florida 32922

FEID: 59-6000292

(Grantee)

3. Agreement Begin Date: 7/1/2023

Date of Expiration: 6/30/2026

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Brevard County, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.

5. Total Amount of Funding: $75,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 23-24 GAA Line Item #1820	$ 75,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 75,000.00

6. Department's Grant Manager

Name: George Begley or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8020

Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager

Name: Charlene Neuterman or successor

Address: 65 Stone Street
Cocoa, Florida 32922

Phone: 321-433-8509

Email: cneuterman@cocoafl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Cocoa — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* — Date Signed

Stockton Whitten, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ _____

Secretary or Designee — Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, George Begley

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN48

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Cocoa Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN48

ATTACHMENT 3

PROJECT TITLE: City of Cocoa Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Cocoa within Brevard County, Florida.

PROJECT DESCRIPTION:
The City of Cocoa (Grantee) will complete the City of Cocoa Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meetings during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, , local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data..

Deliverables: The Grantee will provide the following:

- **4.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **4.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **4.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **5.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to

the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	$0	$0	$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	$7,719	$0	$7,719	7/1/2023	8/1/2024
3	Public Outreach Meeting	Contractual Services	$7,532	$0	$7,532	7/1/2023	9/1/2024
4	Acquire Background Data	Contractual Services	$4,694	$0	$4,694	7/1/2023	9/1/2024
5	Exposure Analysis	Contractual Services	$10,115	$0	$10,115	7/1/2023	12/1/2024

6	Sensitivity Analysis	Contractual Services	$10,060	$0	$10,060	7/1/2023	12/1/2024
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$34,880	$0	$34,880	7/1/2023	3/31/2025
		Total:	**$75,000**	**$0**	**$75,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	$75,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$75,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

    "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 24PLN48

CITY OF COCOA COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Cocoa

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN48

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN48

Project Title: City of Cocoa Comprehensive Vulnerability Assessment

Grantee: City of Cocoa

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN48

Project Title: City of Cocoa Comprehensive Vulnerability Assessment

Grantee: City of Cocoa

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (*if applicable*) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. (*if applicable*)	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(to the extent practicable)*	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one, if applicable*) ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. (*if applicable*)	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(to the extent practicable but required if item e is noncoastal)*	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. *(if applicable)*	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is noncoastal)*	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(to the extent practicable)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☑	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. *(if checked, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

24PLN48	City of Cocoa

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Cocoa is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Consultant Work Order Proposal

April 24, 2024

Ms. Charlene Neuterman
Community Services Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922
cneuterman@cocoafl.gov

Re: City of Cocoa Comprehensive Vulnerability Assessment

Dear Ms. Neuterman,

EXP U.S. Services, Inc. ("EXP") is pleased to submit this letter agreement to the **City of Cocoa** ("City") for professional services for the above-referenced project. These services are to be performed in conformance with the Master Agreement for General Civil Engineering Services ("Agreement"), Q-23-01-COC-C3, between the City and EXP, and is referred to herein as the contract.

SCOPE OF SERVICES
GENERAL

The City desires EXP to assist with the development of a Comprehensive Vulnerability Assessment (VA) which meets the requirements (attachment A) of the Resilient Florida funding that was awarded to the City in 2023. After receipt of authorization to proceed, EXP will provide the following services:

Task 1: Identify Vulnerability Assessment Data Standards

EXP will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Prior to conducting the work for the Project, EXP will provide the following Task 1 deliverable:

1.1.) The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA.

Task 2: Kick-Off Meeting, Client Communication, and Decision Context

Setting the stage for a solution-oriented, stakeholder-driven process

EXP is committed to learning from the experiences of City staff and helping to ensure the final products drive Cocoa's future resilience roadmap, as well as serving as an example for other areas. In this preparatory and

planning stage, EXP will review and assess previous work and a needs assessment of gaps will enable us to build upon previous studies including the August 2020 Resilient Cocoa Plan, projects and lessons learned.

EXP will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

EXP will provide the following Task 2 deliverables:

2.1.) Meeting agenda to include location, date, and time of meeting.

2.2.) Meeting sign-in sheets or attendance records with attendee names and affiliation.

2.3.) A copy of the presentation and any materials created for distribution at the meeting, as applicable.

2.4.) Kick-off meeting minutes, depicting all decisions, and agreed upon outcomes of the meeting.

Task 3: Public Outreach Meeting

EXP will attend up to two (2) outreach meetings to is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. EXP will prepare social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

EXP will provide the following Task 3 deliverables:

3.1.) Meeting agendas to include location, date, and time of meeting.

3.2.) Meeting sign-in sheets with attendee names and affiliation.

3.3.) A copy of the presentation and any materials created in preparation of or for distribution at the meeting.

3.4.) A copy of the file or weblink of the video or audio recording from the meeting.

3.5.) A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Team EXP will review data sources and data collection methods in a preliminary evaluation. Determine which existing local, state, and federal data sets should be integrated. Define and identify the assumptions, data sources and owners, and metrics that will be vetted and used in the analysis. In addition, we will use the Florida Statewide Resilience Dataset as a key resource for data on:

1. Critical/regionally significant assets
2. Topographic data
3. Flood scenario-related data

Additional details on data are included in (attachment A).

EXP will provide the following Task 4 deliverables:

4.1.) A technical report to outline the data compiled and findings of the gap analysis.

4.2.) A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable.

4.3.) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

EXP will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

EXP will provide the following Task 5 deliverables:

5.1.) A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario.

5.2.) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

EXP will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected (see example table 6 below from Resilience FL VA guidance).

Table 6 Flood Inundation Damage and Risk Assessment Percentages

Overall Risk Assessment	Land Area Inundated (% of census tract or neighborhood)	Critical Assets Affected (percentage of total assets or within each asset category)
None	0%	0%
Low	<25%	<25%
Medium	25 – 50%	25 – 50%
High	50 – 75%	50 – 75%
Extreme	>75%	>75%

EXP will provide the following Task 6 deliverables:

6.1.) An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards.

6.2.) An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

EXP will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

If Peril of Flood Compliance Update is required, more details can be found in Attachment A. Cocoa's Coastal Element in the Comprehensive Plan has language about the Peril of Flood. Team EXP will review the language and suggest potential changes or updates for the City to consider. We will also assist the City in identifying prioritized projects to add to the Brevard County LMS list

EXP will provide the following Task 7 deliverables:

7.1.) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.

7.2.) A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

7.3.) All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata.

7.4.) A signed Vulnerability Assessment Compliance Checklist Certification.

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DRAFT SCHEDULE

The preliminary project schedule is presented below. This schedule is projected in time increments after receipt of Authorization to Proceed. During project initiation, the required timelines will be confirmed, and the schedule updated accordingly.

Task	Estimated Time Required
1 - Identify Vulnerability Assessment Data Standards	ongoing
2 - Kick-Off Meeting, Client Communication, and Decision Context	ongoing
3 - Public Outreach Meeting	NTP + 1 month (1 month task)
4 - Acquire Background Data	NTP + 1 month (1 month task)
5 - Exposure Analysis	NTP + 4 months (3-month task)
6 - Sensitivity Analysis	NTP + 4 months (3-month task)
7 - Final Vulnerability Assessment Report, Maps, and Tables	NTP + 8 months (4-month task)

COMPENSATION

EXP will perform the above-mentioned services on a time and expense basis for a not-to-exceed amount/initial budget of seventy-four thousand nine-hundred forty-five dollars and fifty cents (**$74,945.50)**. The proposed not-to-exceed time and materials fee for conducting the scope described herein is shown in the table below. This fee covers EXP labor. Please refer to Attachment 'C' (end of document) for Labor breakdown associated with each task.

The task breakdown for the not-to-exceed fee is as follows:

Task	Fee	
1 - Identify Vulnerability Assessment Data Standards	$	$ 0.00
2 - Kick-Off Meeting, Client Communication, and Decision Context	$	7,718.50
3 - Public Outreach Meeting	$	7,532.50
4 - Acquire Background Data	$	4,694.00
5 - Exposure Analysis	$	10,114.50
6 - Sensitivity Analysis	$	10,060.00
7 - Final Vulnerability Assessment Report, Maps, and Tables	$	34,826.00
TOTAL	**$**	**74,945.50**

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POTENTIAL ADDITIONAL SERVICES

Public Presentation (Optional Task 8)

EXP can present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

EXP will provide the following (Optional) Task 8 deliverables:

8.1.) Meeting agendas to include location, date, and time of meeting.

8.2.) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff).

8.3.) A copy of the presentation and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.

8.4.) A copy of the file or weblink of the video or audio recording from the meeting, if applicable.

8.5.) A summary report including attendee input and meeting outcomes.

Grant Assistance

We know that FEMA provides pre-disaster mitigation funding because it is a wise investment to be preventative rather than reactive. On average, every dollar spent on pre-disaster mitigation saves $6 in future losses. If the City desires to apply to FEMA's Building Resilient Infrastructure and Communities (BRIC) grant or similar federal funding sources, EXP can assist in identifying suitable project(s) to apply for a $300,000 planning/project scoping (requires 25% match).

EXP can also support the development of FEMA's Building Resilient Infrastructure and Communities (BRIC) implementation grant application for up to $50M, but it is likely required for this project to be in the Local Mitigation Strategy (LMS).

More details on BRIC are in Attachment B.

Steering Committee

The City team should prepare a draft list of representatives to serve on the project Steering Committee based on discussions with the local government. It is recommended that the Committee be limited to no more than ten (10) representatives to better manage meeting outcomes. Team EXP will work with the City to prepare a draft email to the Steering Committee detailing the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes to potential steering committee members, requesting their participation on the committee.

Team EXP will support in coordinating the steering committee meetings. The goal of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two (2) steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. Additional guidelines and recommendations for stakeholders to include can be found in Chapter 1 of the Florida Adaptation Planning Guidebook.

Adaptation Plan with Prioritized Projects

List of prioritized projects and criteria for evaluation - identify flood mitigation and adaptation strategies and associated short and long-term measures. We will present the funding context and return on investment associated with each potential solution.

The task breakdown for additional services is as follows:

Task	Fee
Public Presentation (Optional Task 8)	$ 7,519.00
Planning Grant Assistance	$ 15,000.00
Implementation Grant Assistance	$ 45,000.00 (requires benefit cost analysis)
Steering Committee Coordination	$ 9,000.00
Adaptation Plan with Prioritized Projects	$ 125,000.00

Invoicing associated with additional services will be based on current contract hourly rates at the time of work effort. If additional funds become necessary, EXP will notify CITY of such, prior to exceeding the initial budget or subsequent amended budget. Invoices shall show the separate developments as 'Phases' with additional phases added upon reviews of other/future developments.

Title	Hourly Rate (FY 2024)	Hourly Rate (FY 2025)	Hourly Rate (FY 2026)	Hourly Rate (FY 2027)
**Please Refer to Hourly Rates provided within the master agreement (General Civil Engineering Services Q-23-01-COC-C3)				

* Remaining portion of page intentionally left blank. *

Contract Approval

EXP will perform the scope of services contained within this proposal agreement for total compensation of seventy-four thousand nine-hundred forty-five dollars and fifty cents (**$74,945.50)**. This proposal is valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by EXP.

Thank you for considering EXP to perform this work. Should you have any questions or require additional information from us, please feel free to contact me anytime via my cell (904) 540-4622 or via email at Patrick.Russell@exp.com. The EXP Team is looking forward to supporting the City in this very important endeavor.

Submitted by:
EXP U.S. Services, Inc.



Signature

April 24, 2024
Date

Patrick J. Russell, P.E., Project Manager
Name & Title

Client Authorization
Acceptance of Agreement
The above fees, terms, conditions and specifications are satisfactory and are hereby accepted. EXP is authorized to do the work as specified and payment will be made as outlined above.

For value received, the undersigned guarantees payment in accordance with the terms and conditions as stated above. By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

Signature

Printed Name & Title

Date:

Work Order No.: 1

ATTACHMENT A

Resilient Florida

Statutory VA Requirements

A Vulnerability Assessment must include the following as outlined in s. 380.093, F.S.:

The depth of:

a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.
b. Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.
c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions.
d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

The following scenarios and standards:

a. All analyses in NAVD 88.
b. At least two local sea level rise scenarios, which must include the 2017 NOAA Intermediate- Low and Intermediate-High Sea level rise projections.
c. At least two planning horizons that include planning horizons for the years 2040 and 2070.
d. Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level. Data taken from an alternate gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department.
e. Will encompass entire county/municipality and include all critical assets owned or maintained by the county/municipality, including regionally significant assets.
f. Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques.

The Deliverables required in addition to the above include:

- A list of critical assets (as defined in s. 380.093, F.S.) and regional assets that are impacted by flooding and sea level rise as identified in the assessment
- Data sets used to perform the Vulnerability Assessment as outlined in the above Report requirements
- GIS Shapefiles of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment

Peril of Flood

In addition, to the Vulnerability Assessment requirements, the comprehensive plan language for the Peril of Flood statute must also be drafted within this project per s. 380.093, F.S.

The following deliverables are expected from a project that needs to begin the process of complying with the Peril of Flood statute:

- Draft comprehensive plan language in strike-through and underlined format which satisfies the Peril of Flood requirements in Section 163.3178(2)(f) Florida Statutes, which includes:
    - Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise,
    - Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency,
    - Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state,
    - Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60,
    - Requirement that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161, and
    - Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Critical Assets as defined by the statute include the following:

- Transportation and evacuation route types:
    - Airports
    - bridges
    - bus terminals
    - ports
    - major roadways
    - marinas
    - rail facilities
    - railroad bridges

- Critical infrastructure types:
    - wastewater treatment facilities and lift stations
    - stormwater treatment facilities and pump stations
    - drinking water facilities
    - water utility conveyance systems
    - electric production and supply facilities
    - solid and hazardous waste facilities
    - military installations
    - communications facilities
    - disaster debris management sites
- Critical community and emergency facilities types:
    - schools
    - colleges and universities
    - community centers
    - correctional facilities
    - disaster recovery centers

        - emergency medical service facilities
        - emergency operation centers
        - fire stations
        - health care facilities
        - hospitals
        - law enforcement facilities
        - local government facilities
        - logistical staging areas
        - affordable public housing
        - risk shelter inventory
        - state government facilities

- Natural, cultural, and historical resource types:
    - conservation lands
    - parks
    - shorelines
    - surface waters
    - wetlands
    - historical and cultural assets

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ATTACHMENT B

FEMA's Building Resilient Infrastructure and Communities (BRIC) Information

The funding available through BRIC is an opportunity to advance capital projects on a community level and will lead to significant savings by mitigating damages from future disasters. These potential funds would support project scoping for a wide range of mitigation projects which will enhance the City's level of protection to hazards. If awarded, the scoping process would set the groundwork for project selection, and the FEMA funds would also support the development of an infrastructure application for up to $50M. When local jurisdictions use these scoping projects to develop an infrastructure application, that funded application actually gets 10 points awarded towards the 230-point maximum project score. This type of scoping project is described by FEMA as seed money. Their intention is to support the development of high quality, refined projects. Project scoping will entail the development of a range of capital improvements projects for the newly aggregated departments of utilities and public works. These projects will include feasible green infrastructure alternatives, large and small scale, which would provide the required level of protection (to BFE at minimum for a project that is eligible for FEMA funding). Mitigation alternatives would also need to comply with building codes, regulations, and policies. Any project selected for the FEMA application submission will likely include components related to partnerships, public outreach, and nature-based solutions.

Check out this presentation where EXP's Keren Bolter presented for the SE FL Climate Compact's VA Workshop on August 18, 2021.

You can also read more about BRIC here: https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities



Eligibility: BRIC funds can be used for "capability- and capacity-building" activities (i.e., building codes activities, partnerships, project scoping, and planning and planning-related activities), hazard mitigation projects, and project management costs. FEMA can also fund projects that utilize innovative project designs and/or partnerships. To be eligible for BRIC funding, projects must:

1. be cost-effective (according to FEMA's Benefit-Cost Analysis requirements);
2. decrease risk and impacts of future potential natural hazards;
3. meet the 2015 or 2018 International Building Codes;
4. be consistent with the applicant's FEMA-approved hazard mitigation plans; and
5. satisfy historic preservation and environmental compliance requirements.

Attachment 'C'
Cost & Labor Hour Breakdown

TASK DESCRIPTION	Technical Manager $238		Senior Engineer $176		Engineer $176		Technician $119		Subtotal Hours	Avg Hourly Rate	Travel	Copies/ printing	Total ODC	Total Task Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost						
Task 1: Identify Vulnerability Assessment Data Standards	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	- -	$ -	$ -	$ -	$ -
Task 2: Kick-Off Meeting, Client Communication, and Decision Context	5.0	$ 1,190.00	8.0	$ 1,408.00	10.5	$ 1,848.00	27.5	$ 3,272.50	51.0	$ 151.34	$ -	$ -	$ -	$ 7,718.50
Task 3: Public Outreach Meeting	5.0	$ 1,190.00	7.0	$ 1,232.00	14.5	$ 2,552.00	21.5	$ 2,558.50	48.0	$ 156.93	$ -	$ -	$ -	$ 7,532.50
Task 4: Acquire Background Data	2.0	$ 476.00	3.5	$ 616.00	11.0	$ 1,936.00	14.0	$ 1,666.00	30.5	$ 153.90	$ -	$ -	$ -	$ 4,694.00
Task 5: Exposure Analysis	7.5	$ 1,785.00	9.0	$ 1,584.00	15.0	$ 2,640.00	34.5	$ 4,105.50	66.0	$ 153.25	$ -	$ -	$ -	$ 10,114.50
Task 6: Sensitivity Analysis	8.0	$ 1,904.00	6.0	$ 1,056.00	16.0	$ 2,816.00	36.0	$ 4,284.00	66.0	$ 152.42	$ -	$ -	$ -	$ 10,060.00
Task 7: Final Vulnerability Assessment Report, Maps, and Tables	25.0	$ 5,950.00	35.0	$ 6,160.00	29.0	$ 5,104.00	148.0	$ 17,612.00	237.0	$ 146.95	$ -	$ -	$ -	$ 34,826.00
(Optional) Task 8: Public Presentation	8.0	$ 1,904.00	9.0	$ 1,584.00	6.0	$ 1,056.00	25.0	$ 2,975.00	48.0	$ 156.65	$ -	$ -	$ -	$ 7,519.00
BUDGET TOTALS (Not including Task 8)	60.5	$ 14,399.00	77.5	$ 13,640.00	102.0	$ 17,952.00	306.5	$ 36,473.50	546.5	- -	- -	- -	- -	$ 74,945.50
Percent Breakdown	11%		14%		19%		56%		- -		- -	- -	- -	**BUDGET**
Total Sum Fee Computations														
Labor														$ 74,945.50
Other Direct Costs (ODCs)														0
Subconsultants														0
Total Lump Sum Fee														**$ 74,945.50**

CONTINUING SERVICES AGREEMENT

General Civil Engineering

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of March 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **EXP U.S. Services, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 205 North Michigan Avenue, Suite 3600, Chicago, IL 60601.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean EXP U.S. Services, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

amount equal to that agreed upon by the party for a particular Task Order.

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

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

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

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

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City

within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to

the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy

shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the

orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:
EXP U.S. Services, Inc.
Attention:

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully

offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

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

38.0 E-VERIFY.

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:	**ENGINEER:**
CITY OF COCOA	**EXP U.S. SERVICES, INC.**
By: _____	By: _____
Michael Blake, Mayor	Kyle Henry, Vice President
3/30/2023	

ATTEST:

By: _____
Carie Shealy, City Clerk

EXHIBIT A
Engineer's Rate Schedule

Schedule of Billing Rates
Architectural and Engineering Services
EXP U.S. Services, Inc.
Expires January 1, 2027
Hourly Rate per Classification and Year

Classification	**2023**	**2024**	**2025**	**2026**
Technical Aide	$96.00	$99.00	$102.00	$105.00
Technician	$115.00	$119.00	$123.00	$127.00
Architect & Engineer	$142.00	$147.00	$152.00	$157.00
Sr. Architect & Sr. Engineer	$170.00	$176.00	$182.00	$188.00
Technical Manager	$230.00	$238.00	$246.00	$254.00

Reimbursable Expenses:
Special consultant costs, auto usage, travel, outside duplication/blue prints/photo/film, out-of-pocket monies, and other reasonably identifiable costs. Unless specifically stated otherwise in the Project Agreement, reimbursable expense items are in addition to fees stated for services.

EXHIBIT B
RFQ Q-23-01-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12978718&GUID=71ED3848-4C84-4011-97E3-DEBDBA2C7454* is a secure document that has been embedded in this document. Double click the pushpin to view.



RESOLUTION NO. 2024-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

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

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

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

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 28th day of May 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-299	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/15/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Approve a Grant Application of $1,200,000 for an ODLCC Installation Resiliency Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Internal Grant Application - Installation Resilience Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2024
Agenda Date: May 28, 2024
Prepared By: John "Jack" Walsh, P.E., Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Grant Application of $1,200,000 for an ODLCC Installation Resiliency Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application.

BACKGROUND:

Staff is requesting approval to apply for the Installation Resiliency Grant offered by the U.S. Department of Defense Office of Local Defense Community Cooperation for the Pineda Causeway Phase 2 Water Main Design. The project will fund the design and permitting of a sixteen-inch water extension from the west end of Pineda Causeway near edge of Patrick Space Force Base (PSFB) to S.R. A1A and then north on S.R.A1A to the northern property limit of PSFB. This grant, if awarded would represent approximately 90% of the total project cost and the other 10% would come from a Florida State Commerce Military Resiliency Grant for $135,000 to cover the entire project design cost of $1,335,000. Staff has prepared the grant application and is requesting approval for the City Manager to sign any documents related to the grant application, if necessary.

On May 14th, City Council approved and authorized the City Manager to submit the federal grant application with the understanding the grant agenda would come to City Council on May 28th meeting.

If awarded, staff will prepare a future agenda item to accept the grant and a BAF to adjust budgets

and other expense and revenue accounts.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

On May 14th, Cocoa City Council approved item 24-282, a grant application to the Florida State Commerce Department for a $135,000 for the Pineda Causeway Phase 2 Water Main Design

RECOMMENDED MOTION:

Approve a Grant Application of $1,200,000 for a Federal Military Infrastructure Resiliency Grant for the design of the Pineda Causeway Phase 2 Water Main Design; Authorize the City Manager to sign any documents related to the grant application.

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INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Utilities Department	**DIVISION:** Administration
POINT OF CONTACT: John A. Walsh, P.E.	**PROJECT MANAGER:** John Perrin, P.E.
NAME OF GRANT: Installation Resilience Program	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** OLDCC
AMOUNT REQUESTED: $ 1.2M	**GRANT DUE DATE:**

PROJECT DESCRIPTION:

To conduct the design and permitting for a 16" water main extension under the Pineda Causeway from the west end of Patrick Space Force Base to S.R. A1A and then continue north on S.R. A1A to the northern boundary of PSFB and connect to the city's existing water main.

Being bundled under the Patrick SFB Potable Water Resiliency-IR Project, original due date unknown.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 135,000	**TARGET DATE TO COUNCIL:** 05/28/2024
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:** N/A

WHAT ARE THE REPORTING REQUIREMENTS?

TBD

FUTURE REQUIREMENTS TO CONSIDER:

This federal grant award is dependent on a matching state Commerce Department award of $135,000 that constitutes the 10% minimum match for the federal grant. Total project for federal and state funding is $1,335,000.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-257	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	5/7/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	To Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; and To Authorize a Budgeted Expenditure for these Services not to Exceed $202,265. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hydra Service Quote No. 240419-1JSR1 $103586.00 (Orange County Contract Y21-170-MV).pdf Hydra Service Quote No. 240429-5JS $98679.00 (Orange County Contract Y21-170-MV).pdf Standard Piggyback Form - Hydra Services.pdf Y21-170 Orange County-Hydra.pdf SIGNED E-Verify Affidavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 7, 2024
Agenda Date:	May 28, 2024
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; and To Authorize a Budgeted Expenditure for these Services not to Exceed $202,265

BACKGROUND:

Improving the reliability of our collections system requires a systematic approach to replacing aging lift station pumps on an annual basis (project # WS1141), ensuring sustained operational efficiency and minimizing disruptions to service. In FY24, nineteen (19) pumps have been identified by the Sewer Field Operations Division as candidates for replacement.

On July 12, 2022, City Council approved participation in a multi-year cooperative purchase agreement with Hydra Service, Inc. utilizing the Orange County Contract No. Y21-170-MV, effective

August 1, 2021 through July 31, 2024. City Council authorized the City Manager to execute annual renewal amendments under the original contract. This contract has been reviewed by City staff and was determined to be applicable to the services required by Sewer Field Operations.

Therefore, staff is requesting the approval to purchase lift station replacement pumps utilizing the previously approved Orange County contract with Hydra Service, Inc., and to authorize a budgeted expenditure for these items not to exceed $202,265.00 in FY2024. Future fiscal year budget amounts for these pump replacements will be determined during the budget process, and submitted to City Council for final approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$202,265.00
Account Number:	421-4125-536.46-00, WS1141
Account Name:	Repairs and Maintenance

PREVIOUS ACTION:

On May 25, 2021, City Council approved Bid No. B-21-13-COC and Contract No. 21-13-COC with Hydra Services, Inc., DeBary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141.

On July 12, 2022, City Council approved participation in a multi-year cooperative purchase agreement with Hydra Service, Inc., Debary, Florida for the systematic replacement of lift station pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024.

RECOMMENDED MOTION:

To Approve the Purchase with Hydra Service, Inc., Debary, Florida for the Systematic Replacement of Lift Station Pumps, Project No. WS1141, Utilizing the Orange County Contract No. Y21-170-MV effective August 1, 2021 through July 31, 2024; and To Authorize a Budgeted Expenditure for these Services not to Exceed $202,265.

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

We know how water works

250 Springview Commerce Drive
Debary, FL 32713
Phone: 407 330 3456

Sales Representative
Contact Information
Cell Phone: 321-266-1079

TO:	**City of Cocoa**	FROM:	**John Scott- S2**
		EMAIL:	jscott@hydraservice.net
ATTN:	**Greg/Bernie**	DATE:	**April 22, 2024**
PHONE	**321-433-8668**	QUOTE:	**240419-1JSR1**
FAX:		REF:	**Cocoa Replacement Pumps Per OC Y21-170-MV Piggyback**
EMAIL:	gtorbert@cocoafl.gov	ENG FIRM	**COC**

2 Sulzer/ABS XFP100C-CB1.4-PE35/4 5hp, 4" Discharge, 230v, 3ph, w/49' Power Cord, SS Lifting Bale

List Price: $7,368.00 x.90= $6,631.00 Each x 2 = $13,262.00

2 Sulzer/ABS XFP100E-CB1.4A-PE75/4 10hp,4" Discharge, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: $12,293.00 x.90= $11,063.00 Each x 2 = $22,126.00

2 Sulzer/ABS XFP100E-CB1.4-PE75/4 10HP(High Head), 4" Disch, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: $12,293.00 x.90= $11,063.00 Each x 2 = $22,126.00

2 Sulzer/ABS XFP100E-CB1.2-PE105/4 14hp, 4" Disch, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: $12,798.00 x .90= $11,518.00 x2 = $23,036.00

2 Sulzer/ABS XFP100E-CB1.2-PE105/4 14HP, 4" Disch, 460v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: 12,798.00 x .90= 11,518.00 x 2 = $23,036.00

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$103,586.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **3to4** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 4/22/24

_____ John Scott

NAME OF PURCHASER REVIEWED BY HydraService, Inc.REP.

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

We know how water works

250 Springview Commerce Drive
Debary, FL 32713
Phone: 407 330 3456

Sales Representative
Contact Information
Cell Phone: 321-266-1079

TO:	**City of Cocoa**	FROM:	**John Scott- S2**
		EMAIL:	jscott@hydraservice.net
ATTN:	**Greg/Bernie**	DATE:	**April 29, 2024**
PHONE	**321-433-8668**	QUOTE:	**240429-5JS**
FAX:		REF:	**Cocoa Replacement Pumps Per OC Y21-170-MV Piggyback**
EMAIL:	gtorbert@cocoafl.gov	ENG FIRM	**COC**

1 Sulzer/ABS XFP100C-CB1.4-PE35/4 5hp, 4" Discharge, 230v, 3ph, w/49' Power Cord, SS Lifting Bale

List Price: $7,368.00 x.90= $6,631.00 x1= $6,631.00 Total

2 Sulzer/ABS XFP100E-CB1.4-PE90/4 12hp, 4" Discharge, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: $12,772..00 x.90= $11,494.00 Each 2 = $22,988.00.00

2 Sulzer/ABS XFP100E-CB1.3-PE90/4 12HP(High Head), 4" Disch, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: $12,772.00 x.90= $11,494.00 Each x 2 = $22,988.00

2 Sulzer/ABS XFP100E-CB1.2-PE105/4 14hp, 4" Disch, 230v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: $12,798.00 x .90= $11,518.00 x2 = $23,036.00

2 Sulzer/ABS XFP100E-CB1.2-PE105/4 14HP, 4" Disch, 460v, 3ph, w/49' Power Cord, SS Lifting Bale
List Price: 12,798.00 x .90= 11,518.00 x 2 = $23,036.00

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$98,679.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **3to4** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 4/29/24

_____ John Scott

NAME OF PURCHASER REVIEWED BY HydraService, Inc.REP.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Hyrdra Services, Inc., 250 Springview Commerce Dr., Debary, FL 32713, (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with Orange County, FL, said contract being identified as: ABS Pumps, Parts and Repairs, Contract No. Y21-170-MV. (Referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: supply, service inspection, diagnosis and repair of ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge, see attached (Exhibit A – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Hydra Service, Inc. with an expiration date of July 31, 2024,In accordance with the Orange County Contract No. Y21-170-MV which may be renewed for two (2) additional one (1) year periods, should Orange County and Hydra Services Inc, renew or extend terms, so shall this agreement automatically renew or extend for like terms.

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

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

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

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

VENDOR:

Hydra Service Inc.
Attn: Dale Jahn
250 Springview Commerce Dr.
Debary, FL 32713
Phone:407-790-9751
Fax:407-330-3404
Email:Dale@hydraservice.net

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hydra Servic(s) Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hydra Servic (s) Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keaton Heller

Print Name: Keaton Heller

Date: 3/9/2022

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Blount

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th (date) by Keaton Heller (name of officer or agent, title of officer or agent) of Hydra Servic(s) (name of corporation acknowledging), a Corp. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Self (type of identification) as identification.

[Notary Seal] Notary Public

Josselyn Lee Whisonant

Name typed, printed or stamped

My Commission Expires: 10/29/22

JOSSELYN LEE WHISONANT NOTARY PUBLIC ALABAMA STATE AT LARGE

Hydra Service Inc.

Entered this 9 day of March

Keaton Heller / General Manager
(Print Name / Title)

Keaton Heller
(Signature)

3/9/2022
(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: Michael C. Blake

Date: 7-12-2022

(Michael C. Blake, Mayor)

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

For

Attested By: City Clerk

AMENDMENT NO. 1
CONTRACT NO. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS

EFFECTIVE DATE: AUGUST 1, 2021

The subject contract name is changed. Additions are underlined, deletions are ~~strikethrough~~.

CONTRACT NO. Y21-170-MV, ~~FLYGT AND~~ ABS PUMPS, PARTS AND REPAIRS

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the County have executed this amendment on the date below:

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: Perry Davis C.P.M.

Perry Davis, C.P.M.

Contracts Supervisor

Date: 8/19/2021

CONTRACT NO. Y21-170
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

LOT B

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Field Services Division
   8100 Presidents Drive Orlando, FL 32809
   Attention: Financial Services Department
   Phone: (407) 836-6829

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Hydra Service (S), Inc.
(COMPANY NAME)

BY: Keaton Heller (Authorized Signatory

Keaton Heller (Name)

General Manager (Title)

DATE: 5/10/2021

NOTICES: 250 Springview Commerce Drive (Address)

(Address)

Debary, FL 32713 (City, State Zip)

407-330-3456 / 407-625-1388 cell (Phone)

kheller@hydraservice.net (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.

B. This contract is effective **AUGUST 1, 2021,** and shall remain in effect through **JULY 31, 2024.**

C. The estimated contract award for the initial term of the contract is $1,383,570.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE: 07.29.2021

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	$75,000	Dollars	X	10 %	=	$ 67,500.00
					☐ MARK-UP OR ☒ MARK-DOWN		
2	ABS Parts	$402,600	Dollars	X	10 %	=	$ 362,340.00
					☐ MARK-UP OR ☒ MARK-DOWN		

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	X	$ 85.00	=	$ 29,750.00
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	X	$ 20.00	=	$ 200.00
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	X	$ 40.00	=	$ 800.00
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	X	$ 60.00	=	$ 600.00

Hydra Service, (S) Inc.
Company Name

7	FLANGE DRILLING SERVICE	$200	DOLLARS	**X**	% N/A ☐ MARK-UP OR ☒ MARK-DOWN	=	$ 0.00	

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = $ 461,190.00

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = $ 1,383,570.00

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = $ Cannot bid lot A

Hydra Service (S), Inc.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Hydra Service (S) Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 63-1209755 D-U-N-S® # 96-520-9146

250	Springview Commerce Drive	Debary
(Street No. or P.O. Box Number)	(Street Name)	(City)

Volusia	Florida	32713
(County)	(State)	(Zip Code)

Contact Person: Dale Jahn

Phone Number: 407-790-9751 Fax Number: 407-330-3404

Email Address: Dale@hydraservice.net

EMERGENCY CONTACT

Emergency Contact Person: Keaton Heller

Telephone Number: 407-330-3456 Cell Phone Number: 407-625-1388

Residence Telephone Number: 800-323-1731 Email: kheller@hydraservice.net

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 4/22/2021 Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Keaton Heller	General Manager	407-330-3456 / kheller@hydraservice.net
Dale Jahn	District Sales Manager	407-790-9751 / dale@hydraservice.net

Keaton Heller
(Signature)

5/10/2021
(Date)

General Manager
(Title)

Hydra Service (S), Inc.
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____	Sole Proprietorship	____	Partnership	____	Non-Profit
____	Joint Venture*	✓	Corporation		

State of Incorporation: Alabama

Principal Place of Business (Florida Statute Chapter 607): Warrior/Blount/Alabama
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 63-1209755

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

April 22, 2021
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y21-170-MV; ADDENDUM #1

FLYGT AND ABS PUMPS, PARTS AND REPAIRS

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **<u>underlining</u>** and deletions via ~~strikethrough~~.

A. Questions and Answers

Question 1 - Our internal contracts team indicated that they would like to see the following verbiage added to the contract.

Mutual Waiver and Limitation of Liability

*County and Contractor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall be not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort, or otherwise, is limited to the Contract price ("Cap"). **This Cap does not apply to or limit any claim for:** (a) costs, losses, or damages asserted by third parties for destruction of tangible property, (b) bodily injury, sickness, or death of any persons; or (c) gross negligence or willful misconduct.*

Answer – The verbiage shall remain as written in the solicitation.

B. ACKNOWLEDGEMENT OF ADDENDA

- **a.** The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- **b.** All other terms and conditions of the IFB remain the same.
- **c.** Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Issue Date: April 8, 2021

ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

INVITATION FOR BIDS #Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS TERM CONTRACT

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:
https://app.negometrix.com/buyer/691

BID SUBMISSION DUE DATE:
In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, May 11, 2021,** via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original**, **two (2) hard copies and one (1) electronic copy on a USB Flash Drive.**

NOTICE TO BIDDERS:
To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Tuesday, April 20, 2021** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.

2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: **http://apps.ocfl.net/orangebids/bidresults/results.asp** or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
  http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and

shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

Bidders must indicate on the sealed envelope the following:

A. Invitation for Bids Number
B. Due Date of Bid Submittal
C. Name of Bidder
D. Phone Number of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor’s cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor’s subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after

receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

48. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars ($2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and 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").
For a definition of "Construction" see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars ($100,000) 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.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of 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).

Procurement of Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

(2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

49. SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:

   1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or

   2. Engaged in business operations in Cuba or Syria.

D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

50. <u>PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)</u>

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains

public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. **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 :**

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive Bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

5. POST AWARD MEETING

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling. **Meeting will be coordinated by the Utilities Department and will be performed by virtual means.**

6. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County**. The County reserves the option to deliver and pickup pumps, parts and repaired pumps or items from the Contractor's location.

7. DELIVERY DELIVERY/TURN-AROUND TIME

Delivery time is of the essence in the award of this Invitation for Bids. Delivery and turn-around times shall be no later than the times stated below. Bids submitted which fail to meet this requirement shall be cause for rejection.

Delivery time shall be defined as the time (in work days) elapsed from the time the Contractor received a valid Delivery Order to the delivery of the ordered equipment.

PUMPS		DELIVERY
Pumps in stock locally		7 days
Pumps not in stock locally, but within the USA		45 days
Pumps not in stock locally	Under 88 HP	14 weeks
Pumps not in stock locally	Over 88 HP	20 weeks

Turn-around time shall be defined as the length of time (in work days) elapsed from the time the contractor received a valid Delivery Order, to the return of the repaired motor and/or pump. The contractor by bidding shall agree to meet the following minimum requirements:

REPAIR	TURN AROUND TIME
Pumps up to 25 HP	4 weeks
Pumps 26 HP to 50 HP	5 weeks
Pumps 51 HP and above	10 weeks

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this contract to pay Orange County the sum extended by the County to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Invitation for Bids is completed.

The Contractor shall, within **fourteen (14)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

8. PICKUP OF PUMPS FOR REPAIR

When requested by the County**,** pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

- 701 W. McCormick Rd., Apopka, FL
- 8100 Presidents Dr., Orlando, FL
- 1621 S. Alafaya Tr., Orlando, FL

The Contractor shall submit to the County an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

9. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **fourteen (14) calendar days** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **thirty (30) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The

Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

15. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Field
Services Division 8100 Presidents
Drive Orlando, FL 32809
Attention: Financial Services Department
Phone: (407) 836-6829

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

16. EQUIPMENT/SERVICE

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.

C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

17. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled when delivered to Orange County.

18. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County.

The contractor shall warrant all replacement parts for one year or match the part manufacturer's warranty, whichever is greater. The contractor shall provide the County a copy of all third-party warranties when the equipment is returned to the County.

The Contractor shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All service visits, parts, mileage, labor, inspection, testing, etc., necessary to correct a defect under the repair warranty shall be performed by the contractor at no additional cost to the County.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

19. MANUALS

Operation and Maintenance Manuals for each new equipment shall be delivered in the form of one (1) hardcopy copy and one (1) digital copy.

20. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:
http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf

21. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

22. PRICING

The County requires a firm price for this initial first year contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

23. MANUFACTURER'S SUGGESTED RETAIL PRICE

A. Bid shall be in the form of one fixed (across the board) discount off current Manufacturer's Suggested Retail Price (MSRP). If this is not available, Manufacturer's List Price may be used, if Manufacturer's List Price is not available Distributor's List Price may be used.

B. Percentage discount will not be subject to change during the contract period.

C. Awarded vendor(s) shall furnish with their bid submittal current Manufacturer's Suggested Retail Price (MSRP), or Manufacturer's List Price, or Distributor's List Price in the form of electronic copy properly identified as to price and column designation for each category and clearly reflecting each respective awarded discount on a portable electronic storage device appropriately sized to contain all pricing information on one device and capable of interfacing with the County's computers via USB connection

Acceptable devices are:
1. USB Drive (thumb drives)
2. Portable Hard drive

3. Or other approved device

D. Pricing data must be organized in an electronic tabbed searchable interface/ format. It will include a table of contents with catalog index, bookmarks and references for ease of access by the County. Each catalog will contain only specific information pertinent to the contract, and devoid of any other data.

Acceptable File Formats:
1. Adobe PDF
2. Microsoft Windows
3. Microsoft Excel

24. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award **for labor only**.

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the

Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

25. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

26. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

27. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

28. SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the County reserves the right to request that any and all salvageable parts from the broken pump be returned to the County.

29. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.

D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

30. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

1. GENERAL

The Orange County Utilities Department intends to issue a contract for supply, service inspection, diagnosis and repair of Flygt / ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge.

2. SPECIFICATION COMPLIANCE

2.1. The Contractor shall strictly adhere to the Orange County Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address:

ftp://ftp.ocfl.net/divisions/Utilities/pub/PlanReview/ManualOfStandardsAndSpecs/Manual_Approved2011/Orange%20County%20Utilities%20Standards%20and%20Construction%20Specifications%20Manual.pdf

3. PUMPS

The contractor shall provide FLYGT pumps of the size and configuration as required and ordered by the County.

4. PARTS

4.1. The Contractor shall keep an ample inventory of high use parts to ensure parts availability. These shall include, but is not limited to the following either individually or in kit form: seals, gaskets, bearings, sensors, monitoring components, lubricants and others.

4.2. Charges for parts shall show a list of materials and the price for each item.

4.3. All parts replaced which are not within the scope of supply by the OEM shall be billed at the manufacturer's published list price. No additional labor costs shall be included for the installation of these parts

4.4. If applicable, Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by County. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by County.

5. REPAIRS

5.1. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 16” discharge.

5.2. The contractor service and repair shop shall be fully authorized by the specified pump manufacturer, and all repairs shall be performed by technicians fully trained and authorized by said manufacturer. All replacement parts, lubricants and supplies shall be as manufactured and approved by the OEM.

5.3. All work shall be performed in full compliance with the manufacturer's warranty conditions and in accordance with the manufacturer's repair manuals and procedures.

5.4. All repair work shall be billed at the percentage rates quoted and the contractor shall, at the County's request, supply the original invoices for the materials used in the repairs. The contractor shall, at the County's request, return all parts which were replaced during the repair process.

5.5. Unless specifically directed otherwise, when a motor and/or pump are given to the contractor for repair, the contractor shall inspect the motor and/or pump thoroughly and determine the scope of repair. This step shall include:

5.5.1. Visual and dimensional inspection with standard testing methods to determine the motor and/or pump's condition. The contractor shall use his professional judgement to determine the level of inspection required.

5.5.2. Record all data taken, substantiate data with photos taken in a logical sequence during inspection starting with the pump as found followed by disassembly of the major components and highlighting all damage and or wear found.

5.5.3. Determine the scope of work to repair the motor and/or pump and cost estimate to complete that work.

5.6. Inspection and estimation time and costs will generally be proportional to the size of the motor and/or pump. Unless otherwise approved, the cost to the County for inspection and estimation for repair shall not exceed the cost for 8 labor hours of a shop technician. Note: If the County elects to repair the motor and/or pump, no payment shall be made for the inspection and/or estimation costs.

5.6.1. Notify the County of the inspection and estimate for repair. This step shall be done by e-mail. The contractor shall include:

5.6.1.1. A technical description of the inspection performed, including test results and the sequence of photos taken during inspection.
Photos shall be submitted as .jpg format with a digital stamped date and time.
Photos shall be named by using the pump serial number followed by the sequence number of the photo.
Example: SN123456789-1

5.6.1.2. A breakdown of costs for the repair

5.6.1.3. An itemized list of costs for any extras or supplemental work

5.6.1.4. A firm quote for replacement of the motor and/or pump in kind

5.6.1.5. An estimated schedule for completion of the repair work.

5.6.2. Upon approval by the County, the contractor shall repair the motor and/or pump as quoted.

5.6.3. If the County determines and directs the Contractor not to repair the motor and/or pump:

5.6.3.1. The contractor shall reassemble (if requested) and return the motor and/or pump to the County in the same condition as it was delivered. In these cases, the County shall be liable for the inspection costs only. Contractor shall be liable for any damaged, lost or stolen motor and/or pumps while in the contractor's possession.

5.6.3.2. The contractor shall submit an estimate for a replacement unit to the County's representative by electronic e-mail.

6. TECHNICAL REQUIREMENTS

6.1. Unless specifically directed otherwise, the contractor shall repair all motor and/or pumps to restore them to meet or exceed their original conditions and specifications. Repair of submersible pumps may include (with prior County approval) replacement of component parts such as mechanical seals, O-Rings, impellers, grinder plates, etc. All such parts shall meet the original manufacturer's specifications. The contractor shall include the original invoices for these parts.

6.2. The following technical requirements are listed to establish a level of quality expected in the repair process. Any conflicts between these technical requirements and the motor and/or pump, manufacturer's original specifications shall be referred to the County for resolution.

6.2.1. Cleaning:

After disassembly and testing, all winding and parts shall be cleaned in a manner not injurious to the insulation system or component parts.

6.2.2. Stripping:

If the motor and/or pump stator is to be rewound, the opposite end is cut off the stator. Iron or steel frames shall be burned out using a controlled oven; temperature not to exceed 750 degree F. Aluminum frames shall be removed before burnout. Heating of the laminations shall be controlled to avoid distortion and/or damage. Clean core iron and slots. Inspect stator core. Repair or replace damaged laminations.

6.2.3. Rewind:

All insulation material shall be Class H rating or better. Wire shall be inverter duty magnet wire. Coils shall be wound and inserted tightly in the slots with a minimum of crosses. Phase insulation shall be class H rating and shall protrude at least 1/8 inch at all points. Each slot shall be tied with polyester cord at both ends for additional mechanical strength.

All connections shall be brazed with silver content solder and glass banding (sleeving) shall be applied.

Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be with parts identical to the original in tripping characteristics.

Surge test the stator to ensure that materials used are free of defect. Repair any defects.

Preheat the stator and dip in an insulating varnish and bake at a controlled temperature. A double dip and bake or VPI may be required on motor and/or pumps larger than 50 HP.

6.2.4. Stator Reconditioning

Stators not requiring rewind shall be cleaned, tested with megger and given surge comparison tests per NEMA or IEEE standards. Stators shall be preheated, and given one dip and bake in an insulating varnish.

6.2.5. Rotors

Rotors shall be inspected and tested to ensure that they are free of defect. f. Shafts

6.2.6. Shafts

Shafts shall be inspected for undue wear, scoring, straightness, and runout. Re-metallized shafts shall meet the original manufacturer's specifications.

6.2.7. Bearings

Bearings shall be inspected for damage. Removal and installation of bearings shall be done in accordance with the manufacturer's requirements. New bearings shall meet the original specifications.

6.2.8. Impeller

Deburr complete impeller
Inspect wear rings for concentricity and OD
Dynamically balance impeller to a minimum G 6.3 (ISO1940-1) specification.

6.2.9. Balancing

Frame sizes below 143 shall be statically balanced. All others shall be dynamically balanced in accordance with NEMA/IEEE standards. Balancing shall be achieved without drilling holes in the core assembly.

6.2.10. Centrifugal Switch

For single phase motor and/or pumps set the centrifugal switch per manufacturer's requirements.

6.2.11. Miscellaneous:

Inspect all miscellaneous motor and/or pump components such as oil rings, housings, etc. Repair or replace as required. Paint the motor and/or pump.

6.2.12. Final Test:

For a final test, operate the motor and/or pump under no load. Test the insulation resistance. Inspect the motor and/or pump for undue temperature, vibration and noise. Check the cooling fluid in submersible motors and/or pumps. Check for mechanical seal leaks, check for seal and thermal alarm operation. Correct any deficiency

7. DOCUMENTATION

7.1. Upon Delivery the Contractor shall provide the County with a written report of all service activity performed. This report shall list as a minimum:

7.1.1. The date and time of the request for service
7.1.2. Identification of the motor and/or pump
7.1.3. A detailed as found condition report.
7.1.4. A detailed description of any test performed on the motor and/or pump
7.1.5. A detailed description of all repairs completed.
7.1.6. Attached photos of pump before and after repair. Photos shall comply with section 4.6.1.1 of this scope.
7.1.7. Total labor hours spent
7.1.8. A detailed list of parts replaced by part manufacturer and part identification number.

7.2. Aside from the above report, tagging and documentation of all motor and/or pumps worked on shall be done and signed by the technician performing the work

7.3. Whenever a component is dynamically balanced, a pdf report shall be part of the submitted documentation.

7.4. All parts removed or replaced shall be tagged and returned to the County upon request.

8. CONTRACTOR'S REQUIREMENTS

8.1 The Contractor shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course ofbusiness.

8.2 The Contractor shall have at least five years of successful experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP.

8.3 The Contractor shall have a service and repair shop located within 50 miles of the Orange County. The County reserves the right to visit and inspect said facility at any time during the bid evaluation if such inspection and additional information is considered necessary to properly evaluate a Bidder's qualifications and capacity to manage all service requirements of this scope and the volume of work resulting from it.

8.4 The Contractor shall have the ability to obtain OEM parts in an expedited basis, and must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

8.5 The contractor shall have an internal quality control program in place. The quality control program shall include complete documentation requirements and testing and repair procedures and shall be available to the County upon request.

8.6 Failure to meet and maintain these requirements, in the County's sole opinion, may be cause for contract termination.

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.** *(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING

Company : _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

_____

CONTACT:	**MELISA VERGARA**
IFB NUMBER:	**Y21-170-MV**
TITLE:	**FLYGT AND ABS PUMPS, PARTS AND REPAIRS**
BID DUE DATE:	_____

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience per the scope of services provided herein. References shall validate the following:

a. A minimum of five (5) years' experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP. References shall be for work performed under the same name as the bidder.

[ ] 2. Bidder shall provide a letter from the manufacturer on their letterhead confirming the bidder is an authorized dealer, distributor and/or representative of the manufacturer for the brand being bid.
(Required)

[ ] 3. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

[ ] 4. Bid Response Form
(Required)

[ ] 5. Acknowledgement of Addenda
(Required if Applicable)

[ ] 6. Authorized Signatories/Negotiators
(Required)

[ ] 7. Drug-Free Workplace
(Required)

[ ] 8. Schedule of Sub-contracting
(Required if Applicable)

[ ] 9. Conflict/Non-Conflict of Interest Form
(Required)

[ ] 10. E-Verification Certification
(Required)

[ ] 11. Current W9
(Required)

[ ] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] 14. Agent Authorization Form
(Submit if Applicable)

[ ] 15. Leased Employee Affidavit
(Submit if Applicable)

[ ] 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] 17. Contract Y21-170-MV, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

BID RESPONSE FORM
IFB #Y21-170-MV

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Note: The percentage mark-up or mark-down from cost shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

Example: If the mark-down is 10% (.10) enter .90 (1-.10 = .90)
Then your total should be 115,000.00 X .90 = $103,500.00

Example: If the mark-up is 10% (.10) enter 1.10 (1+.10 = 1.10)
Then your total should be 115,000.00 X 1.10 = $126,500.00

LOT A – FLYGT PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	Flygt Pumps	$650,000	Dollars	X	_____% ❑ MARK-UP OR ❑ MARK-DOWN	=	$_____
2	Flygt Parts	$803,900	Dollars	X	_____% ❑ MARK-UP OR ❑ MARK-DOWN	=	$_____

_____
Company Name

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	500	HOURS	**X**	$_____	=	$_____
4	ENVIRONMENTAL FEE 1 TO 10 HP	15	EACH	**X**	$_____	=	$_____
5	ENVIRONMENTAL FEE 11 TO 50 HP	30	EACH	**X**	$_____	=	$_____
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	15	EACH	**X**	$_____	=	$_____
7							
8							
9							
10	FLANGE DRILLING SERVICE	$300	DOLLARS	**X**	%_____ □ MARK-UP OR □ MARK-DOWN	=	$_____

TOTAL ESTIMATED ANNUAL BID LOT A (LINES 1 THROUGH 10) = $_____

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT A = $_____

_____
Company Name

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT		UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)		TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	$75,000	Dollars	X	_____%	=	$_____
					❑ MARK-UP OR ❑ MARK-DOWN		
2	ABS Parts	$402,600	Dollars	X	_____%	=	$_____
					❑ MARK-UP OR ❑ MARK-DOWN		

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT		UNIT PRICE		TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	**X**	$_____	=	$_____
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	**X**	$_____	=	$_____
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	**X**	$_____	=	$_____
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	**X**	$_____	=	$_____

_____
Company Name

7	FLANGE DRILLING SERVICE	$200	DOLLARS	**X**	%_____ ☐ MARK-UP OR ☐ MARK-DOWN	=	$_____

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = $_____

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = $_____

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = $_____

_____
Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

_____

(Street No. or P.O. Box Number) (Street Name) (City)

_____

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* ____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

** Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract****.* ***Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

REFERENCE DOCUMENTATION FORM

List at a minimum of three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. References must be for work performed in the bidding company's name.

1. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   Telephone Number: _____

   Email Address: _____

2. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   Telephone Number: _____

   Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

4. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

5. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____
Bidder's Signature

_____
Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y21-170-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No. Y21-170-MV

NAME OF CONTRACTOR: _____ (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

_____

_____

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY BIDDER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ YES ____ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Signature of Bidder Date

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the
matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

_____

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

2. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

3. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

4. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

5. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

6. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

7. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

8. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimum costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Date Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

_____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?
In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____ _____

Signature of Bidder Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form MUST be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture:_____

_____

_____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture:_____

_____

_____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

_____

_____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

   (a) Profit and loss sharing:

   _____

   _____

   (b) Capital contributions, including equipment:

   _____

   _____

   (c) Other applicable ownership interests:

   _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions:_____

   (b) Management decisions, such as:

   (1) Estimating:

   _____

   _____

   _____

   (2) Marketing and sales:

   _____

   _____

   _____

   (3) Hiring and firing of management personnel:

   _____

   _____

   _____

(4) Purchasing of major items or supplies:

_____

_____

_____

(c) Supervision of field operations:

_____

_____

_____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐ online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

CONTRACT NO. Y21-170-MV
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Field Services Division
   8100 Presidents Drive Orlando, FL 32809
   Attention: Financial Services Department
   Phone: (407) 836-6829

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____
(COMPANY NAME)

BY: _____ (Authorized Signatory

_____ (Name)

_____ (Title)

DATE: _____

NOTICES: _____ (Address)

_____ (Address)

_____ (City, State Zip)

_____ (Phone)

_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.

B. This contract is effective **EFFECTIVE DATE,** and shall remain in effect through **EXPIRATION DATE.**

C. The estimated contract award for the initial term of the contract is

$_____

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hydra Service(s) Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hydra Service(s) Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Keaton Heller

Print Name: Keaton Heller

Date: 3/9/2022

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Blount

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th (date) by Keaton Heller (name of officer or agent, title of officer or agent) of Hydra Service(s) (name of corporation acknowledging), a Corp. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Self (type of identification) as identification.

[Notary Seal] Notary Public

Josselyn Lee Whisonant

Name typed, printed or stamped

My Commission Expires: 10/29/22

JOSSELYN LEE WHISONANT
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Legislation Details (With Text)

File #:	24-311	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/23/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 9, 2024 City Council Meeting. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	301 S Cocoa Blvd Location.pdf 301 S Cocoa Blvd FLU.pdf 301 S Cocoa Blvd Zoning.pdf Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1) Exhibit E - City of Cocoa Entry Signs.pdf Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).pdf 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf FLU MAP FROM 2010 EAR.pdf P&Z Legal Ad Feb 7_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2024
Agenda Date: May 28, 2024
Prepared By: Stephen Noto, AICP - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 9, 2024 City Council Meeting.

BACKGROUND:

The applicant, Ms. Mary D. Solik, Esq., on behalf of the property owner, Biscaya Holdings, LLC., is requesting to amend the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. The eleven parcel ID numbers that encompass the Subject Property, as part of the Laphams Subdivision as recorded in 1912, are as follows:

• 24-36-33-31-A-5 • 24-36-33-31-C-1 • 24-36-33-31-D-11 • 24-36-33-31-D-12 • 24-36-33-31-D-13 • 24-36-33-31-C-2 • 24-36-33-31-*-R.1 • 24-36-33-31-*-R.2 • 24-36-33-31-*-R.3 • 24-36-33-31-*-R.4 • 24-36-33-31-*-R.5

The reason for the requested change is the applicant has identified that the existing zoning district of C-P is not an applicable zoning district with the current Future Land Use (FLU) designation of MU, Mixed Use, per Figure FLU-1 of the Future Land Use Element. The applicant is planning to redevelop the property in the future but is pursuing this step prior to the formal site plan submittal. While not made part of this submittal package, based on recent discussions with the application, the desire is to develop a “retail automotive gasoline/fuel sales as an accessory use to convenience store”, which would be a special exception use subject to certain conditions in the C-N if the rezoning were approved. However, the applicant has not identified an intended use of the property in the rezoning application. A more detailed analysis of the zoning and FLU applicability issue will be provided later in this staff report.

The subject property has had the current FLU Designation of MU, Mixed Use, since 2010. The City adopted EAR Based Amendments via Ordinance 11-2010, which included the creation of the MU Policies and Map M-I-7: Future Land Use Map. That map, which is attached to this report as a reference, shows the subject property having MU FLU.

In 2022, ModWash, LLC, applied for a Zoning Map Amendment (ZMA) and Comprehensive Plan Map Amendment (CPA) for the subject property. The CPA was to amend the future land use designation from MU, to COMM, Commercial. The ZMA request to rezone the subject property was from C-P, to C-G, General Commercial. The purpose of the requests was in order to construct a 4,320 sq. ft. self-serve carwash with amenities.
F
or a variety of factors, staff at that time recommended denial of both requests, and the project did not move forward past the May 4, 2022 Planning & Zoning Board Meeting. Some of the facts of that case are similar in this scenario, and may also be touched upon in this staff report.

Future Land Use Designation: Current: MU, Mixed Use

Zoning District: Current: C-P, Commercial Parkway

Proposed: C-N, Neighborhood Commercial

Existing Land Use: Commercial Related Amenities, Vacant Commercial Land

Council District: District 1 - Councilmember Goins

Legal Ad Date: January 23, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses

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North	MU, Mixed Use	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Used Automobile Sales
South	COMM, Commercial	RU-1-7, Single-Family Residential District	Garage/Auto-Body/Auto Paint Shop
East	MU, Mixed Use; COMM, Commercial	RU-2-15, Multiple Family Dwelling	Commercial Related Amenities/Dealership Sales/Service Center/Vacant Commercial Land/Parking Lot Commercial
West	MU, Mixed Use	RU-1-7, Single-Family Residential District	FEC Railroad/Recreation Hall/Vacant Commercial Land/State Owned Land-Vacant

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The City's FLU Map provides for a Mixed-Use (MU) FLU Corridor on the south side of SR520/King St. that extends from S. Fiske Blvd. east to Cocoa Village/Riveredge Blvd. This area falls within parts of both the Diamond Square CRA and the Cocoa CRA. As shown on the Cocoa CRA map, the MU FLU extends north at the intersection of SR520/King St. and US 1. There are a number of zoning and FLU applicability conflicts within this corridor, as many parcels have C-G and C-P zoning, which are not applicable with the MU FLU, as noted in Figure FLU-1 in the Future Land Use Element of the Comprehensive Plan.

As a result of these consistency and applicability issues, the City is embarking on a Visioning Study to best determine how to manage and direct the needed zoning changes along the corridor, while also meeting the intent of the MU FLU designation, which is copied for convenience below:

> "Per Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses

within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
E. Mixed use buildings within a single development will be highly encouraged in this category.
F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.
G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.
H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized."

As part of the Visioning Study, it is possible that different performance standards may be implemented within the corridor to protect neighboring uses from more intense commercial uses, such as enhanced landscape or setback standards, architectural standards, or lot design standards. Given the vision of the MU FLU designation, it is clear that a different type of development environment is desired in the area that incorporates Transit Oriented Design principles, unified architectural and streetscape themes, and encourages vertical mixed-use development, which may also impact the allowed zoning districts in the MU FLU designation and the permitted and special exception uses within those applicable zoning districts.

The City recently released RFP # P-24-04 COC, Professional Services for New Community Redevelopment Plan Update. This RFP was issued by the Cocoa Community Redevelopment Agency (CRA), the Diamond Square Community Redevelopment Agency, and the City, in order to review and update both the CRA Plan for the Cocoa CRA and the Diamond Square CRA. Of note from this update is that not only is the subject property located within the Cocoa CRA, but it is also directly adjacent to the Diamond Square CRA. Additionally, one of the Visioning and Revitalization Efforts required of the RFP includes both CRA Districts with a "particular focus on the SR 520 and US 1 corridors".

In the Data and Analysis of the City's Comprehensive Plan from 2010, as prepared by Land Design Innovations, a number statements were made, which were subsequently adopted by the City, related to mixed use development, the need for high quality redevelopment, and the City's vital corridors. The following excerpts from said document are provided for context when considering the intent of the MU FLU designation and the surrounding land use patterns of the subject property:

1. The intent of the category is to *encourage the development of compact mixed-use centers and avoid a strip commercial development pattern*. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

Staff Note: The intent of the MU designation may not be fully realized through the existing land use pattern, given that the zoning districts that are currently compatible with it, per the Comprehensive Plan, allows for use types that generally are part of strip commercial development. This is one of several reasons why the City is taking on additional Visioning reviews, and why this specific request and application is not timely.

2. The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% nonresidential and 50% residential.

3. Weaknesses identified in 2004 Analysis of Economic Development Environment in the City by the University of Florida:
    a. Too many greyfields, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
    b. Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
    c. Lack of quality affordable housing and diversity of housing choices for middle and | upper income home buyers.
    d. Negative self-image and lack of an articulated and shared community vision of the City.

Staff Note: As seen in 3b, 3c, and 3d, above, there remains a need for the City to incorporate aesthetic and design standards for its vital corridors. While the City has taken significant efforts to assist with this effort, such as the gateway corridor signage that was installed at the intersection of SR 520 and US1, more work is required for the City to realize its ultimate goals and objectives. Without this work, the proposed rezoning would not be consistent with the established land use pattern as envisioned by the City's Comprehensive Plan.

4. SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintained.
5. The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City - improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision.
6. Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.
7. SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.

Staff Note: This observations of 4-7 further emphasizes the great need for thoughtful design standards to be applied to the corridor.

The above information provides context to the historical policy direction of the City, and how additional work is needed to ensure that these policies are seen through. The existing land use pattern of the area can be generally described as strip commercial that has either gone through multiple generations of re-use or been redevelopment in a manner that is not realizing the full desire of the mixed-use policies or desires of the City that have been consistent for close to thirty years. It would be of great benefit to the City that this vital corridor, which impacts both the Diamond Square and Cocoa CRA's, as well as the Cocoa Village, be development in a manner that meets the full intent and requirements of the code.

As mentioned above, there is one structure of significance north of this site in the Florida Department of Transportation (FDOT) right-of-way (ROW). The structure is one of the four "Cocoa" signs as depicted in Exhibit E. The four corners of the major arterial intersection are the western historical entrance to Cocoa Village and the Cocoa Community Redevelopment Agency (CRA). The work to make the intersection prominent began in May of 2002 when the Cocoa Redevelopment Agency voted to start the process to vacate Stone Street and to acquire the needed properties for the sign. See Exhibit F. Cocoa Redevelopment Agency minutes show the desire to redevelop the land at this

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intersection since 2002. It is important that this prominent corner, announcing the entrance to downtown Cocoa, be developed consistently with the City's expressed long -term land use goals and vision for the corridor, which is a mixed-use center.

As such, the permitted uses in the C-N should be analyzed in light of mixed-use center policies of the City Council and the existence of the "Cocoa" sign directly in front of the subject property, making it one of the most prominent gateways of the City. The C-N district would allow:

(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 five hundred (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 F.S. Ch. 381, as may hereafter be amended.
(8) Child care centers, day nurseries of kindergartens.
(9) Package store, beer and wine.

In addition, special exception uses that would be permitted include bars and lounges, with or without a package store; package stores; and retail automotive gasoline/fuel sales as an accessory use to convenience stores, with certain conditions.

Many of these uses may not be desirable at the most prominent gateway to the City nor consistent with the mixed-use vision, including pharmacies and medical marijuana treatment center facilities, package stores, and bars and lounges.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As seen on the City's zoning map, the corridor in general is a mix of C-G, C-P, and C-C zoning. The closest parcels with C-N zoning are at the intersections of Blake Ave. and Bernard St., the western terminus of Whaley St. (Emma Jewel Charter Academy), and a parcel at the termini of Bernard St./Thomas Ln./Pineapple Ave. that is owned by the City. None of those parcels have the MU FLU designation, however. Other C-N parcels are generally located on Peachtree St. between Pineda St. and Prospect Ave., as well as a portion of the northeast side of the City along SR 524, 501, Dixon Blvd. and US 1. The locations, however,

have FLU designations of Neighborhood Commercial (NCOMM) or Commercial (COMM). None of the properties with a current C-N zoning district have frontage along SR 520 or are located in the SR 520 corridor. The closest C-N zoned property is located 0.35 miles away, which would result in an isolated zoning district were the subject property be rezoned as C-N.

Additionally, the locations of said existing parcels with C-N zoning better meet the intent of the C-N district as defined in Section 11: “The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares.”

Access to nearby neighborhoods is very complex in this area. Due to the vacation of Stone St., and subsequent lack of pedestrian connectivity to the Diamond Square neighborhood to the west, accessibility to the site is limited to mainly vehicular use. While there are multiple curb-cuts and access points from SR 520/King St. and the prior Stone St. right-of-way (ROW) curb cut on U.S. 1 east of the railroad tracks, it is very unclear how the intent of both the MU FLU designation and C-N zoning will be met. In fact, for all of the aforementioned existing properties with C-N zoning, they each are located directly adjacent to property that is zoned for residential purposes, such as RE (Residential Estate), RU-1-7 (Single Family Residential), RU-2-15 (Multiple Family Dwelling District). These locations are consistent with the intent of the C-N district to be located “convenient to major residential areas.”
In this case, the proposed C-N rezoning would not be located conveniently to a major residential area as it is separated from the Diamond Square residential community by the railroad tracks as well as both C-W and C-G zoned property lining the railroad tracks on the western side.

Based on an analysis of both the zoning and FLU maps, there does not appear to be one parcel within the City that has the MU FLU and the C-N zoning designation. As part of the applicant’s petition, they noted that adjacent and nearby properties all have commercial zoning (none neighborhood commercial). While there is a mixture of commercial zoning districts in the area, the application did not provide the additional detail that the C-G and C-W parcels to the west, on the southside of SR520/King St., and the C-P parcels in the immediate area, are not applicable with the MU FLU designation as shown in Figure FLU-1 of the Future Land Use Element. As previously noted, the City has identified these inconsistencies and has begun a Visioning study to determine the most appropriate manner to encourage consistency between the zoning categories and the Comprehensive Plan, as well as two CRA studies to best determine the appropriate redevelopment strategies of the SR 520 and US 1 corridor.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The proposed change has the potential to alter the population density pattern. While the application has stated that no residential development is proposed, the application also did not provide a conceptual plan to detail what the proposed development is. As such, the proposed zoning district of C-N, Neighborhood Commercial, does allow, by right, multiple-family and single-family residences, as regulated in Section 5, RU-2-15 District. The RU-2-15 district allows a maximum of 15 dwelling units per acre, which could yield a maximum of 21

dwelling units on the Subject Property. As previously noted, impacts to the streets and access are also unknown due to the existing curb cuts on SR 520/King St., US 1, and Stone St. Without a full analysis, the impact to public facilities is unknown.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing boundaries are not illogically drawn in relation to existing conditions on the property. The property is currently vacant. While rezoning it to C-N would resolve the applicability and consistency with the MU FLU, as previously noted, there are no other C-N properties in the area, and would therefore create an isolated district that is illogically drawn. The existing C-P zoning district is consistently found on the four corners of the U.S.1 and SR 520 intersection and south of the subject property.

By contrast, were the property to be rezoned to C-N, the intent of the district would not be met based on the location and conditions of the existing property due to its lack of convenience to adjacent neighborhoods.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the subject property is MU. The proposed rezoning would be consistent with Figure FLU-1 of the Future Land Use Element as C-N is identified as an applicable zoning district within the MU designation.

The MU district is detailed as follows:

> Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.
>
> A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
> B. The land development regulations

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implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

The application that was provided noted that the proposed uses on the property are “Commercial uses consistent with C-N zoning”. The applicant has had at least two pre-application meetings with the City in order to redevelop the property with what the Code defines as “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. That said use is a Special Exception within the C-N zoning district. In the event the applicant does pursue such a use, they will be required to meet the five (5) conditions for Retail automotive gasoline/fuel sales as an accessory use to convenience stores as detailed in Section 11(C)(10), and Article XVII, Section 2.

In addition, as mentioned earlier, the City is undertaking multiple studies to determine the best path forward to bring parcels that are not consistent with the Comprehensive Plan in to compliance, as well as how to manage the existing CRA’s. This may include further modifications to the Land Development Code having to do with design, uses, and other bulk regulations as detailed above in subsection (a).

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The existing zoning district is not compatible with the FLU designation of the subject property. As a matter of consistency and compatibility, a property should have a zoning district that is compatible with the FLU designation. However, the corridor has not seen significant change that would make the proposed amendment necessary. The MU FLU was established in 2010 in an effort to promote mixed-use developments. As previously noted in the report, this specific intersection is seen as having high importance to the Diamond Square CRA, Cocoa CRA, SR 520/US1 intersection, and the Cocoa Village. A more appropriate zoning strategy should be undertaken to support redevelopment on the subject property, that

is consistent with the vision and possible changing conditions in the corridor.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The Subject Property was previously developed with commercial uses with curb -cuts on SR520/King St. and US1. The impact to the surrounding neighborhoods is unknown as a final use is unknown. The applicant or eventual developer of the subject property will be required to meet or exceed the requirements of the Land Development Code and Comprehensive Plan.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The proposed change may impact traffic congestion and flow, however the full impacts will not be fully reviewed until site planning when a traffic study is reviewed. It is anticipated that the number of curb cuts will be modified to better limit access.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties but result in an overall negative impact to the MU FLU vision.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the

property owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The existing C-P zoning is not compliant with the existing FLU designation of MU, Mixed Use. A zoning change is required to redevelop the property. However, as noted previously, greater coordination is needed between the applicant and the City to maximize the existing growth policies, existing vision, and visioning scopes that will impact the development potential of the property.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning creates a situation whereby the zoning category that is requested would be the only property with the requested category of C-N. The impacts of such a change is unknown and as a result, the City is beginning a visioning exercise of the corridor to better understand how to bring the zoning and FLU designations in to compliance. That action will be provide better direction and understanding of what the needs of the neighborhood and City are.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The applicant has stated on the application that without the change, the property owners are deprived of any use of their property.
As explained above, the City is embarking on a Visioning Process to ensure that an appropriate zoning designation with design standards and regulations consistent with the MU FLU will be applied as soon as possible. The application further details that the proposed use is “Commercial uses consistent with C-N zoning”. As previously noted, the applicant has had multiple pre-app meetings outlining their intent to construct a “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. There are many other sites where such a use could occur, though the applicant does not own those parcels.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning is applicable with the MU FLU designation per Figure FLU-1 in the Comprehensive Plan. However, there are concerns with some of the uses of C-N and their consistency with MU Policy 1.1.2.6.

As has been noted in the staff report, the City is undertaking significant visioning studies to manage the zoning and future land use consistency issues along the SR520 and US 1 corridor. Such efforts are supported by the Comprehensive Plan via the following policies:

- FLU Element, Objective 1.1.10: The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

- Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

- Policy 1.1.10.8: Within three years after the adoption of the comprehensive plan update, the

City shall have eliminated all inconsistencies between the Official Zoning Map and the Future Land Use Map.

- Policy 1.1.10.9: The City shall consider conducting a survey to identity the incompatible uses in the CRAs and major commercial corridors.

- Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

- Policy 1.1.10.11: Land development regulations must be made consistent with updates to the comprehensive plan within one year of the plan amendment submittal, as required by F.S.

It is noted that time has passed since certain comprehensive plan policies have been adopted, which is why the City is aggressively moving forward to rectify zoning and FLU inconsistencies.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 7, 2024 the Planning and Zoning Board recommended denial to City Council.

RECOMMENDED MOTION:

Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with

the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the July 9, 2024 City Council Meeting.



N

COCOA
FLORIDA

301 S Cocoa Blvd Location

January 11, 2024

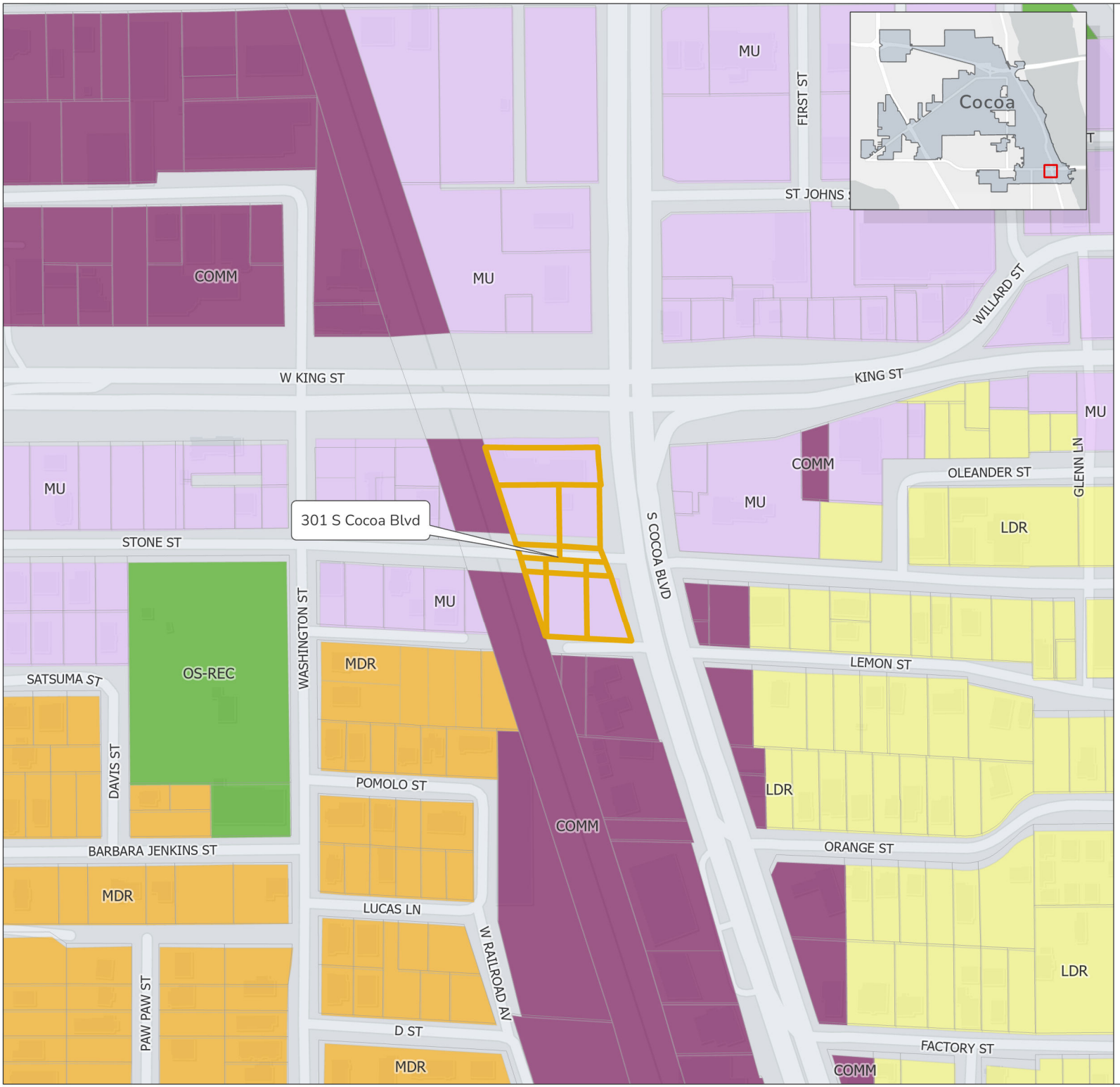
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.1



301 S Cocoa Blvd Future Land Use

January 11, 2024

Subject Parcels

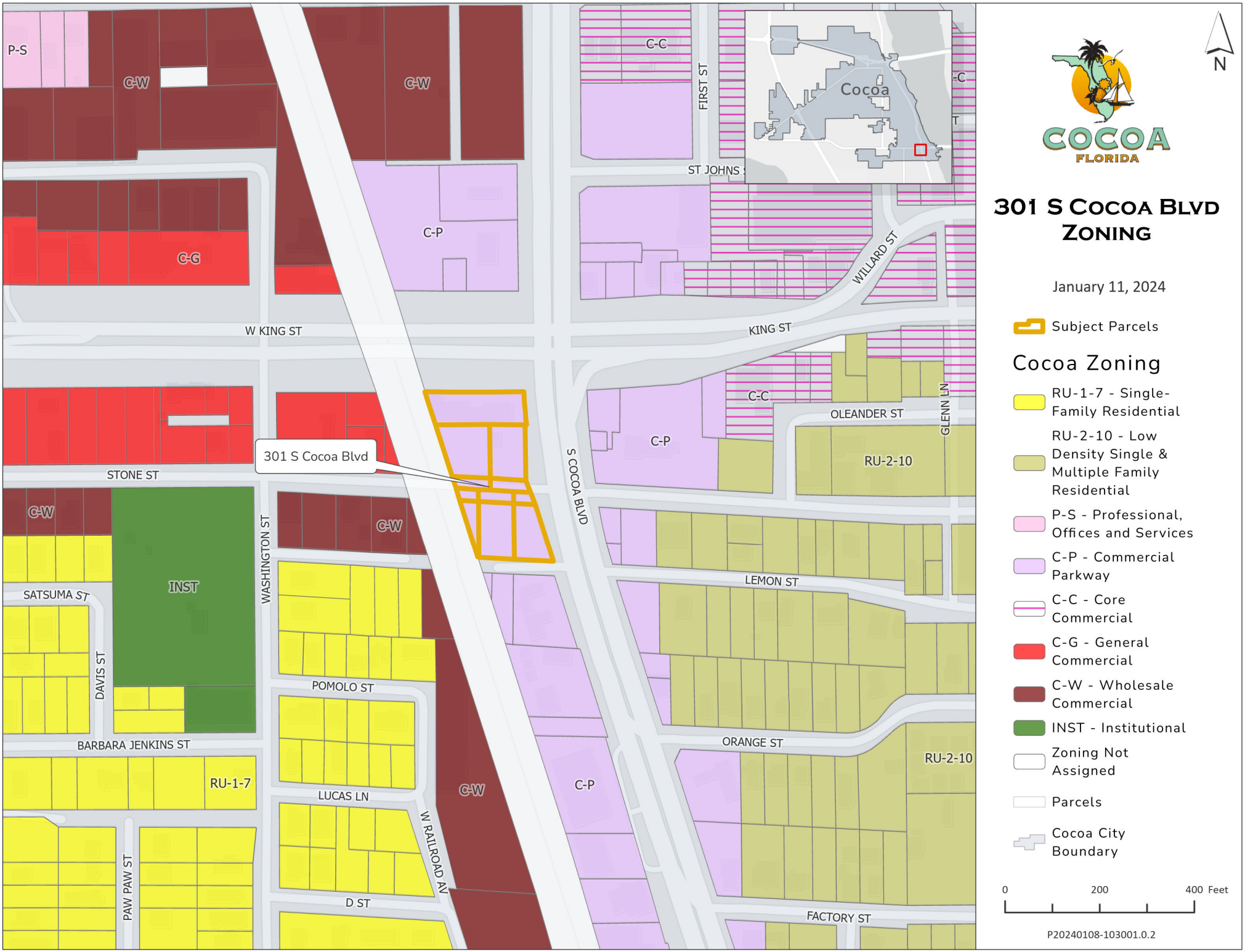
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20240108-103001.0.3



COCOA
FLORIDA

N

301 S Cocoa Blvd Zoning

January 11, 2024

Subject Parcels

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- P-S - Professional, Offices and Services
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- INST - Institutional
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.2

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

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and

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Community Development Department
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By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units, which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

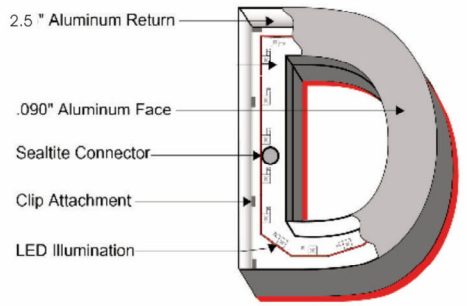
Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

COCOA

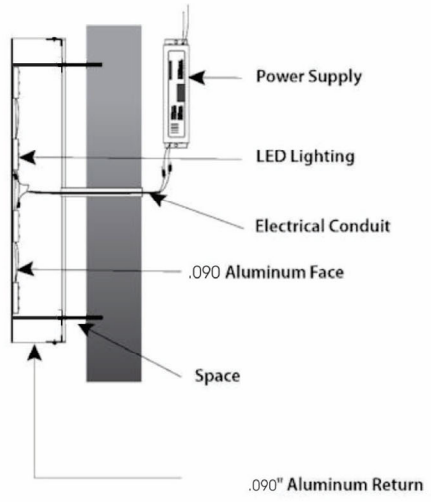
18"

108"



FRONT VIEW





4 Corners SR 520 / US Hwy 1

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SOD
OVERHEAD POWER LINE
MATCHLINE: SHEET LD-6
MATCHLINE: SHEET LD-7
EXISTING R.O.W. LINE (TYP)
WATER LINE
118.0 S.Y. MULCH
1 PC
17 PM
90 JO
38 HL
LIMIT OF SOD
9 AN
9 PR-1
25.3 S.Y. MULCH
31 RIA
33 RIA
29 PA
22 JCP
25.8 S.Y. MULCH
11.8 S.Y. MULCH
15 RIA
TELEPHONE LINE
347
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349
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351
352
KING ST.
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SANITARY LINE
22 JCP
8.2 S.Y. MULCH
10 RIA
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27.1 S.Y. MULCH
33 RIA
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10 PR-1
1 PC
50 HL
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134.3 S.Y. MULCH
13.7 S.Y. MULCH
16 RIA
SOD - BAHIA
SOD-1 - ST. AUGUSTINE
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
PROPOSED R.O.W. LINE (TYP)
36 HL
1 PC
101.3 S.Y. MULCH
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
36 RIA
63 JO
30.2 S.Y. MULCH
15 JCP
29 PA
26.5 S.Y. MULCH
30 RIA
16 PM
LIMIT OF SOD
8 PR-1
9 AN
14.8 S.Y. MULCH
13 RIA
18.5 S.Y. MULCH
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77 JO
27.5 S.Y. MULCH
8 PR-1
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38 HL
LIMIT OF SOD
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18 RIA
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WATER LINE
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SIGHT TRIANGLE 710 FEET.
OVERHEAD POWER LINE
EXISTING R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET
MATCHLINE: SHEET LD-7
MATCHLINE: SHEET LD-8
1 PR-2
32 LCR
13 JCP
3 LJ
56 RIA
3
ALL AREAS BEHIND SIDEWALK AND TO THE RIGHT OF WAY LINE NOT DESIGNATED AS PLANTING BEDS SHALL BE SODDED WITH SEASHORE PALPALUM.
0 10' 20' 40'
SCALE: 1"=20'
NORTH

REVISIONS					
BY	DESCRIPTION	DATE	BY	DESCRIPTION	

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	BREVARD	237592-1-52-02

S.R. 5 (U.S. 1)
LANDSCAPE PLAN

SHEET NO. LD-7

MINUTES
COCOA REDEVELOPMENT AGENCY

May 7, 2002

The Cocoa Redevelopment Agency held its regular meeting on Tuesday, May 7, 2002 in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, as publicly noted.

I. OPENING MATTERS

Vice Chairperson Collins called the meeting to order at 7:14 p.m. The following Agency members and officials were present:

PRESENT:	Judy Parrish	Chairperson – Attended Briefly By Phone
	Jewel Collins	Vice Chairperson
	Brenda Warner	Agency Member
	Edward Lanni	Agency Member
	Harrison Vanderslice	Agency Member
	Joseph Colombo	Agency Counsel
	Anthony Garganese	Agency Counsel

STAFF: Clarence Hulse, Assistant City Manager; Donna Renberg, Grants; Kenneth Koch, Community Development Manager; John Titkanich, Economic Development Manager, Nelson Lau, Planning Manager; Chenita Joiner, Housing Manager; Marc Dick, Landscape Architect; Denise Damiano, Recording Secretary.

Ms. Collins provided the invocation, and Ms. Warner led the assembly in the Pledge of Allegiance.

II: APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING

AGENDA: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the agenda.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

MINUTES: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the minutes as presented.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS

No delegations noted at this time.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

Mr. Titkanich revealed that on April 10, 2002 a letter was received from the law firm of Brown, Ward, Salzman and Weiss stating that the law firm no longer employed the current Cocoa RDA attorney, Joe Colombo.[1] Brown, Ward, Salzman and Weiss asked if the Cocoa RDA would like to retain Mr. Colombo as counsel or if they wished to continue with the services of the law firm. Staff recommends that Cocoa RDA continue with the services of Brown, Ward, Salzman and Weiss.[2]

* **MOTION by Mr. Vanderslice; Seconded by Ms. Warner to go with the Staff's recommendation of continuing with the services of Brown, Ward, Salzman and Weiss.**

AYES: Warner, Lanni and Vanderslice.

NAYS: Collins.

THE MOTION CARRIED 3-1 with Vice Chairperson Collins dissenting.

V. OLD BUSINESS

3. Redevelopment of southwest corner of SR520 and US1

Mr. Titkanich reminded the Board that at the last meeting, Mr. Micah Savell, President of The Right Site Inc., came before the board outlining a development opportunity and asked for the boards support or direction.

Mr. Titkanich said since that time, Staff has continued discussion with Mr. Savell and a number of concerns have arisen, such as the inability to acquire the parcels in a timely manner, reasonable cost, and the main reason: one of the parcel owners is deceased with no heirs listed. It was noted that Mr. Savell has purchased the tax certificate for the property but given the lengthy process to acquire the property it would preclude development of the site because it then becomes cost prohibitive from both the stand point of Mr. Savell and an end user, such as CVS Pharmacy.

Mr. Titkanich reminded the Board that they had indicated support for the vacation of Stone Street and the development of the site and said that Mr. Savell also went to the Diamond Square Development agency and presented them with the development plan.

[1] Please see Attachment A
[2] Please see Attachment B

Mr. Titkanich reported that Diamond Square also unanimously supported the project and pledged $25,000 in Streetscape improvements to ensure pedestrian access from the neighborhood to Hwy. 520, recognizing that the Stone Street crossing at Florida East Coast Railroad would be closed. Mr. Titkanich explained that FEC had met with the City and had acknowledged that with the number of accidents they have had in the past they have been meeting with cities up and down the coast to eliminate unnecessary crossings and are beginning the process to close the Stone Street crossing. He added that it was based on those findings that the Diamond Square Board decided to pledge money and Mr. Titkanich then advised the Board that one powerful remedy or tool at the Cocoa RDA's disposal is the power of eminent domain, especially when used for the assembling of parcels.

Mr. Titkanich recommends that the Board file papers for eminent domain action for the three parcels south of Stone Street and Staff is also asking that the Board transfer money from the Signage Program in the amount of $7,500, which will be repaid at a later date once the developer acquires the parcels from the City, for the cost of the acquisition as well as for the expenses occurred to acquire the parcels.

Vice Chairperson Collins asked for verification that regardless of any motions passed tonight, the matters would still have to come before the council. Former Agency Counsel Colombo remarked that eminent domain issues could not be advanced without the Council's approval. Agency Counsel Garganese then asked for clarification as to who was giving legal advice to the Cocoa RDA this evening and pointed out that Motion was carried in favor of retaining the services of his firm, Brown, Ward, Salzman and Weiss. Mr. Garganese went on to say that the City Council had authorized the Cocoa RDA to begin eminent domain proceedings and explained that the City Council will become involved but the matter will come back before the Cocoa RDA, which will then have to adopt a resolution stating the necessity of instituting the eminent domain proceedings. Mr. Garganese noted that a public purpose would also have to be set forth and that much of that work has already been done because a redevelopment plan to eliminate slum and blight has been established. Mr. Garganese noted that he will present the Agency with relevant paperwork at the next meeting.

* **MOTION by Mr. Vanderslice; Seconded by Chairperson Parrish, to authorize staff and the RDA Attorney to initiate eminent domain proceedings for the acquisition of three Stone Street parcels for the purposes of reassembly and development.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

* **MOTION by Mr. Vanderslice; Seconded by Mr. Lanni, to authorize the temporary transfer of $7,500 from the Signage Program Account to the Land Account to cover expenses associated with the acquisition of the proposed parcels, expenses including two independent real estate appraisals of each parcel so property owners receive just and fair value.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

Chairperson Parrish then left the meeting, terminating her phone call at 7:28 p.m.

III. DELEGATIONS

George Vanderhall, 705 Howard Street, Cocoa, voiced concerns that Diamond Square RDA was unaware that eminent domain was involved in the process when they pledged Streetscape Improvements for the redevelopment of the southwest corner of SR520 and US1.

Mr. Vanderhall took a moment to commend Staff members, mentioning Mr. Vanderslice in particular, for their economic savvy in obtaining funding.

James F. Ford, 705 Aurora Avenue, Cocoa, remarked that eminent domain might negatively affect some residents and lead to problems. Vice Chairperson Collins said that the Council and Cocoa RDA would revisit the subject of eminent domain as pertaining to the redevelopment of the southwest corner of SR520 and US1.

Former Counsel Colombo left the meeting at 7:32 p.m. Vice Chairperson Collins thanked Mr. Colombo for his efforts.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

See above – Discussion immediately following Approval of Agenda and Minutes of previous meeting.

2. Lee Wenner T-Dock Upgrade – Cocoa Belle

Mr. Koch said that in November, Staff had been asked to investigate the cost and feasibility of T-Dock commercial upgrades for cruise, dinner, and charter boats at Lee Wenner Park. The Downtown RDA Plan does include some discussion about commercial docking for dinner and charter boats as secondary priority projects[3] and Staff has been working on possible improvements to the T-Dock project. Mr. Koch said the estimate for improvement to the T-Docks is approximately $18,000, with the funds providing better pilings, upgrades to needed areas, and the possible installation of lighting fixtures.

Staff is asking Cocoa RDA for a budget transfer of $18,000 from the Contingency Account to the T-Dock Improvement Account with improvements being pending on State approval of commercial vessels dockage at Lee Wenner Park and an RFP process from Brevard County for competitive bid in order to operate out of Lee Wenner Park.[4]

[3] Please see Attachment C
[4] Please see Attachment D

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** **C-P Commercial Parkway District**
2. **Proposed Zoning Category:** **C-N Neighborhood Commercial**
3. **Existing Future Land Use Category: MU Mixed Use**
4. **Proposed Future Land Use Category (*if applicable*):**
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Doty Solik Law

   Name: Mary D. Solik, Esq.

   Mailing Address: 121 S. Orange Ave STE 1500

   City: Orlando State: FL Zip Code: 32801

   Phone #: 407 378 7868 Fax #:

   Mobile #: 407 925 4738 E-mail: msolik@dotysoliklaw.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): Biscaya Cocoa Holdings, LLC

   Name: Pablo Camposano and Oded M. Kaiser

   Mailing Address: 325 S Biscayne Blvd. Unit 3423

   City: Miami State: FL Zip Code: 33131

   Phone #: Fax #:

   Mobile #: 786 326 7500 E-mail: omaxkaiser@gmail.com

7. **Property Information:**

Street Address and Location: 301 S. Cocoa Blvd, Cocoa, FL Complete Parcel list attached_____

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or 1.39 acres_____ acres

Existing Use(s) on Property: Property is vacant_____

Proposed Use(s) on Property: Commercial uses consistent with C-N Zoning_____

8. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☒ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

No. The subject property is at the southwest corner of SR 520 and US1, both heavily traveled commercial corridors.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

No. adjacent and nearby properties all have commercial zoning.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

No residential development is proposed. The subject property was previously improved with commercial uses and no new

Utility demands are created by the proposed change.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

No.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

No. The rezoning is being requested to bring the subject property into compliance with the land use plan. The current Zoning is inconsistent with the MU Future Land Use designation.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Yes. The change in the FLU designation of the property from Commercial to MU has rendered the current zoning Inconsistent with the FLU map.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. The property has historically been developed with commercial uses and is separated from the nearest Neighborhood by RR tracks.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No.

i. Whether or not the proposed change will create a drainage problem.

No. The subject property was previously developed with commercial uses without code compliant stormwater Management. Any new development will have to meet current code standards for drainage.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. The proposed change is to a less intense commercial zoning than the current zoning.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Yes. The current zoning is inconsistent with the FLU designation on the subject property. The property cannot be Used at all until the inconsistency is corrected.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Without the change the property owners are deprived of any use of their property.

19. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, MARY D. SOLIK 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.

Mary D Solik
(APPLICANT SIGNATURE)

Machele Rowe
Comm.#GG949073
Expires: May 18, 2024
Bonded Thru Aaron Notary
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Machelle Rowe
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of DECEMBER, 20 23

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

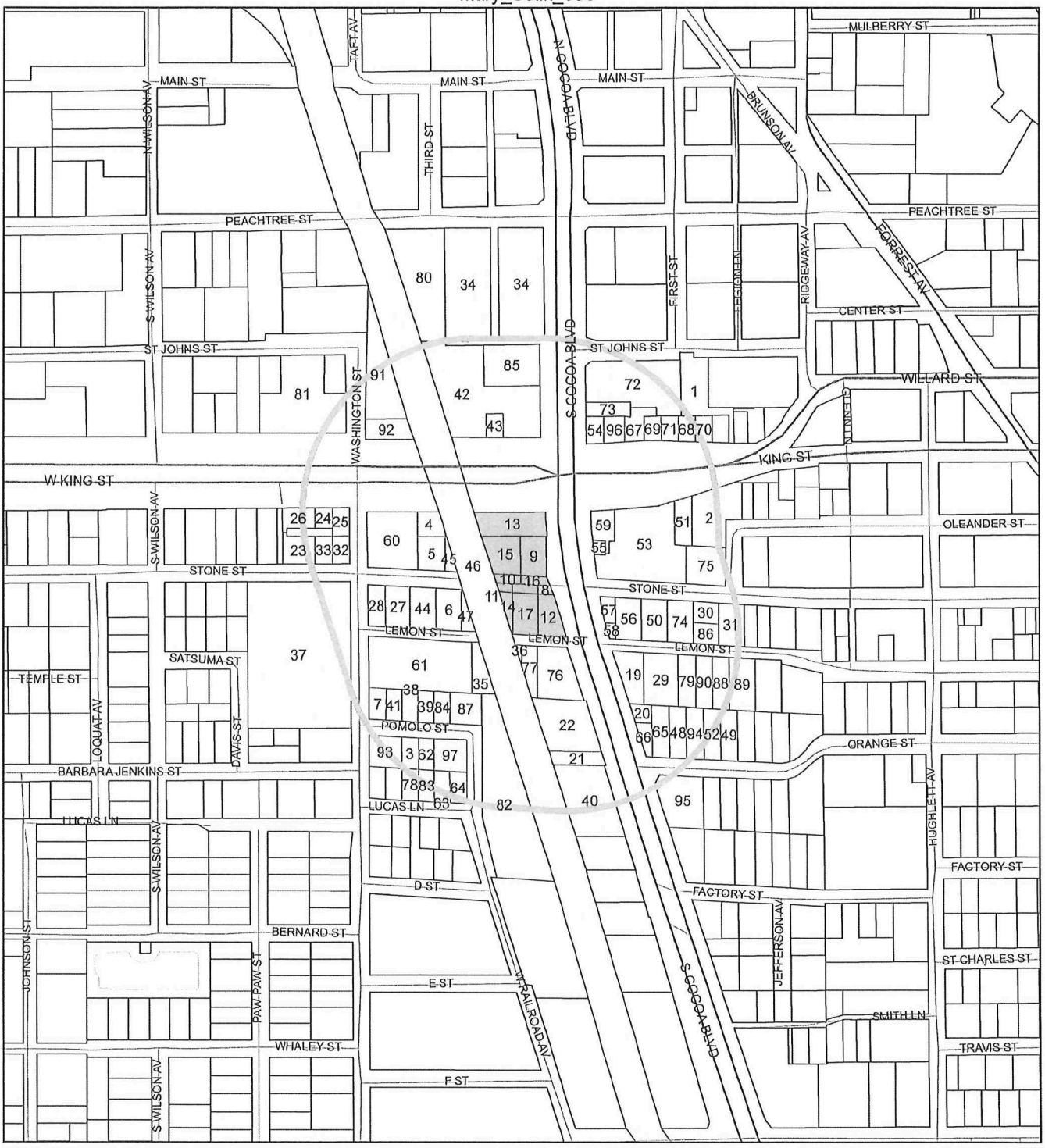
24-36-33-31-*-R.4

24-36-33-31-*-R.5

RADIUS MAP

BISCAYA COCOA HOLDINGS LLC

Mary_Solik_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/7/2023

Buffer

Subject Property

Notify Property

Parcels

58-70 57TH ROAD REALTY LLC
33 MATINECOCK AVE
PORT WASHINGTON NY 11050-2102

ADRENALINE ARCHITECTS LLC
453 KING ST
COCOA FL 32922-7621

AS INVESTMENTS LLC
10549 MERE PKWY
ORLANDO FL 32832-6153

AUSTIN, DANIEL,JR
935 BOWING LN
ROCKLEDGE FL 32955-4015

AUSTIN, DANIEL,JR
1113 HICKORY LN
COCOA FL 32922-6719

BELL, CHRISTINE
360 POMOLO ST
COCOA FL 32922-7447

BISCAYA COCOA HOLDINGS LLC
325 S BISCAYNE BLVD, APT 3423
MIAMI FL 33131-2476

BREVARD STONE INC
403 S COCOA BLVD
COCOA FL 32922-

BROWN, GEORGE L JR TRUSTEE
555 KING ST W
COCOA FL 32922-

BROWN, GEORGE L,JR
555 W KING ST
COCOA FL 32922-7421

BRYANT, JANIE B
BRYANT, PURVETTE A
1139 TARPON DR
ROCKLEDGE FL 32955-

BRYANT, PURVETTE A
1820 BARRINGTON CIR
ROCKLEDGE FL 32955-3062

BZDUN, MIECZSLAW
1908 RANCH ESTATE DR
ORLANDO FL 32825-8407

CASITA ENTERPRISES LLC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

CATCHINGS, MARY E
7107 CLAYMORE AVENUE
HYATTSVILLE MD 20782-

COCOA LODGE 55 F&AM
PO BOX 7
COCOA FL 32923-0007

COCOA LODGE NO 55 F & AM INC
C/O PHILLIP J WILISON
PO BOX 7
COCOA FL 32923-0007

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COWHAM, RAYMOND
14 PINE GLEN RD
HILLSBOROUGH NH 03244-4522

DAWSON, BEULAH J
PO BOX 341
COCOA FL 32923-0341

DRAKE, WILLIE LEE III
356 POLOMO ST
COCOA FL 32922-

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EAST FLORIDA MOTORS SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EVERETT, ROBERT W
EVERETT, MAE E ET AL
16243 SW 107TH PLACE
MIAMI FL 33157-

FINK, MARK H
61 S BALDWIN AVE, UNIT 1162
SIERRA MADRE CA 91025-7055

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256-6802

FLORIDA, STATE OF (DOT)
719 S WOODLAND BLVD
DELAND FL 32720-

GREENWOOD, ALECK J
640 BREVARD AVE #201
COCOA FL 32922-

GREENWOOD, ALECK J
PO BOX 1077
COCOA FL 32923-1077

HACIENDAS LLC
750 GLENGARRY DRIVE
MELBOURNE FL 32940-1866

IBRAHIM & HAROON REALESTATE INC
1910 ROCKLEDGE BLVD
ROCKLEDGE FL 32955-

JORDAN, JOHN A
1783 HAZELTON NW ST NW
PALM BAY FL 32907-7072

KABBOORD PROPERITES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD PROPERTIES II LLC
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD PROPERTIES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD, DAVID WAYNE
KABBOORD, JOHN JAMES
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, JOHN J,JR
KABBOORD, DAVID W
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, WILLIAM D
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

LEGEND REALTY DEVELOPMENT CORPORATION
543 PALM DR
HALLANDALE BEACH FL 33009-6533

LEVENSALER, TIMOTHY
LEVENSALER, ARLET
PO BOX 542349
MERRITT ISLAND FL 32954-2349

MAPP, DOUGLAS O'NEAL
BULLOCK, SYLVIA LEE
880 GLADIOLA CIR, APT 356
ROCKLEDGE FL 32955-6258

MARILYN A ARNOLD TRUST
1102 EGRET LAKE WAY
MELBOURNE FL 32940-6862

MAROTTO, JOHN
4370 COQUINA AVE
TITUSVILLE FL 32780-6524

METROPOLITAN BAPTIST CHURCH
474 KING ST
COCOA FL 32922-7622

METROPOLITAN BAPTIST CHURCH INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
PO BOX 758
COCOA FL 32923-0758

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KINGS ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH
223 OLEANDER ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH OF COCOA INC
223 OLEANDER ST
COCOA FL 32922-7695

NEGRI PROPERTY LLC
401 S COCOA BLVD
COCOA FL 32922-7699

NEGRI, GERALD M
780 BUTTONWOOD DR
MERRITT ISLAND FL 32953-4611

NICOLE LEANN INVESTMENTS LLC
668 WING TER
DELTONA FL 32725-7038

NORBURY, VONNAY
1007 MONTCLAIR RD
COCOA FL 32922-6355

PRICE, THOMAS J JR
ABRUZZO-PRICE, THERESA TRUSTEES
1996 US HIGHWAY 1 S
ROCKLEDGE FL 32955-

R & R COCOA LLC
246 MCLEAN PT
WINTER HAVEN FL 33884-4135

RAILROAD AVENUE WAREHOUSE COMPLEX LLC
626 OLD DIXIE HWY SW
VERO BEACH FL 32962-4536

RICH, CHEVAYA D
704 GEORGIA AVE N
COCOA FL 32922-

RIVERA, MANUEL ANTONIO TORO
1456 FLEDGLING CT
ORLANDO FL 32837-8112

ROSCHMAN PARTNERS
6300 NE 1ST AVE STE 300
FORT LAUDERDALE FL 33334-

ROSSIELLO, DOMINIC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

RUIZ, MANUEL C
6 WESTVIEW LN
COCOA BEACH FL 32931-2621

SANDS REVOCABLE TRUST
1370 WAR EAGLE BLVD
TITUSVILLE FL 32796-1530

SHAND, TANIA A
SHAND, ITSELDA M
1901 VERMONT AVE NW
WASHINGTON DC 20001-

STONE, JANORISE TRUSTEE
516 KING ST
COCOA FL 32922-4501

STONE, RICHARD E
STONE, DAISY
516 W KING ST
COCOA FL 32922-4501

TOWERBRIDGE INC
773 CITRUS COVE DR
WINTER GARDEN FL 34787-5221

TR CORP/GREATER ST PAUL BAPTIST
CHURCH OF COCOA FLORIDA INC
213 STONE ST
COCOA FL 32926-

WHEALY HOLDINGS LLC
2758 TRAILS AT HIDDEN HBR
MERRITT ISLAND FL 32952-4175

WILLIAM D KABBOORD TRUST
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

WILLIAMS, LASCELLE B
WILLIAMS, EVELYN M
345 POMOLO ST
COCOA FL 32922-7446

Ellis, Clerk of Courts, Brevard County Doc. D: $10500.00

This instrument prepared by
and after Recording return to:
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
605 Lincoln Road, Suite 210
Miami Beach, FL 33139

Folio No. 24-36-33-31-0000C.0-0002.00
Folio No. 24-36-33-31-0000C.0-0001.00
Folio No. 24-36-33-31-0000A.0-0005.00

(For Recorder's Use Only)

TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

THIS TRUSTEE'S WARRANTY DEED, dated as of March 10th, 2017, between **EVA IRENE CRUMB, AN UNMARRIED WIDOW, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014** both with an address of PO Box 8489, Cocoa FL 34942 (collectively "Grantor"), and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, with an address of 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **301 & 305 S. Cocoa Blvd., Cocoa, FL 32922** legally described as follows ("Property"):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2017 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Eva Irene Crumb

EVA IRENE CRUMB, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014

Sign Name: _____
Witness #1

Print Name: TIMOTHY PICKLES

Sign Name: Janet M. Meadows
Witness #2

Print Name: JANET M. MEADOWS

STATE OF FLORIDA)
) **SS:**
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Eva Irene Crumb, individually and as Trustee of the Eva Irene Crumb Revocable Trust dated July 17, 2014. She is personally known to me or has produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____
NOTARY PUBLIC

Serial No. (none, if blank): _____

NOTARY PUBLIC STATE OF FLORIDA
TIMOTHY R. PICKLES
MY COMMISSION # GG 001818
EXPIRES: July 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0012.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 2, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **341 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 2, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 2, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By: _____
Oded M. Kaiser, Manager

By: _____
Pablo A. Camposano, Manager

Sign Name: _____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: CHARLES H. RATNER
NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0013.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 3, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **347 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 3, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 3, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

CHARLES H. RATNER
Print Name: _____
Witness #1

By: _____
Oded M. Kaiser, Manager

Sign Name: _____
Witness #2

Karen Hamandi
Print Name: _____
Witness #2

By: _____
Pablo A. Camposano, Manager

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

CHARLES H. RATNER
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0011.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 1, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **337 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 1, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 1, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name:_____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By:_____
Oded M. Kaiser, Manager

By:_____
Pablo A. Camposano, Manager

Sign Name:_____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me ~~or have produced~~ _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:_____

Print Name: CHARLES H. RATNER

NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Map Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

SEE ATTACHED PARCEL LIST

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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STATE OF Florida COUNTY OF Miami - Dade

I, Oded M. Kaiser, Manager of Biscaya Cocoa Holdings, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Mary D. Solik of Doty Solik Law to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Blanca C Vega
My Commission HH 421283
Expires 7/13/2027

Blanca C. Vega

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 07 day of December, 20 23.

Rev. 4-30-09

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

24-36-33-31-*-R.4

24-36-33-31-*-R.5

Detail by Entity Name

Florida Limited Liability Company
BISCAYA COCOA HOLDINGS, LLC

Filing Information

Document Number	L15000184312
FEI/EIN Number	81-1824590
Date Filed	10/29/2015
Effective Date	10/29/2015
State	FL
Status	ACTIVE

Principal Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Mailing Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Registered Agent Name & Address

CHARLES RATNER, P.A.
605 LINCOLN ROAD
SUITE 210
MIAMI BEACH, FL 33139

Address Changed: 04/10/2017

Authorized Person(s) Detail

Name & Address

Title MGR

KAISER, ODED M
325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Title MGR

CAMPOSANO, PABLO A
8525 SW 54 CT
MIAMI, FL 33143

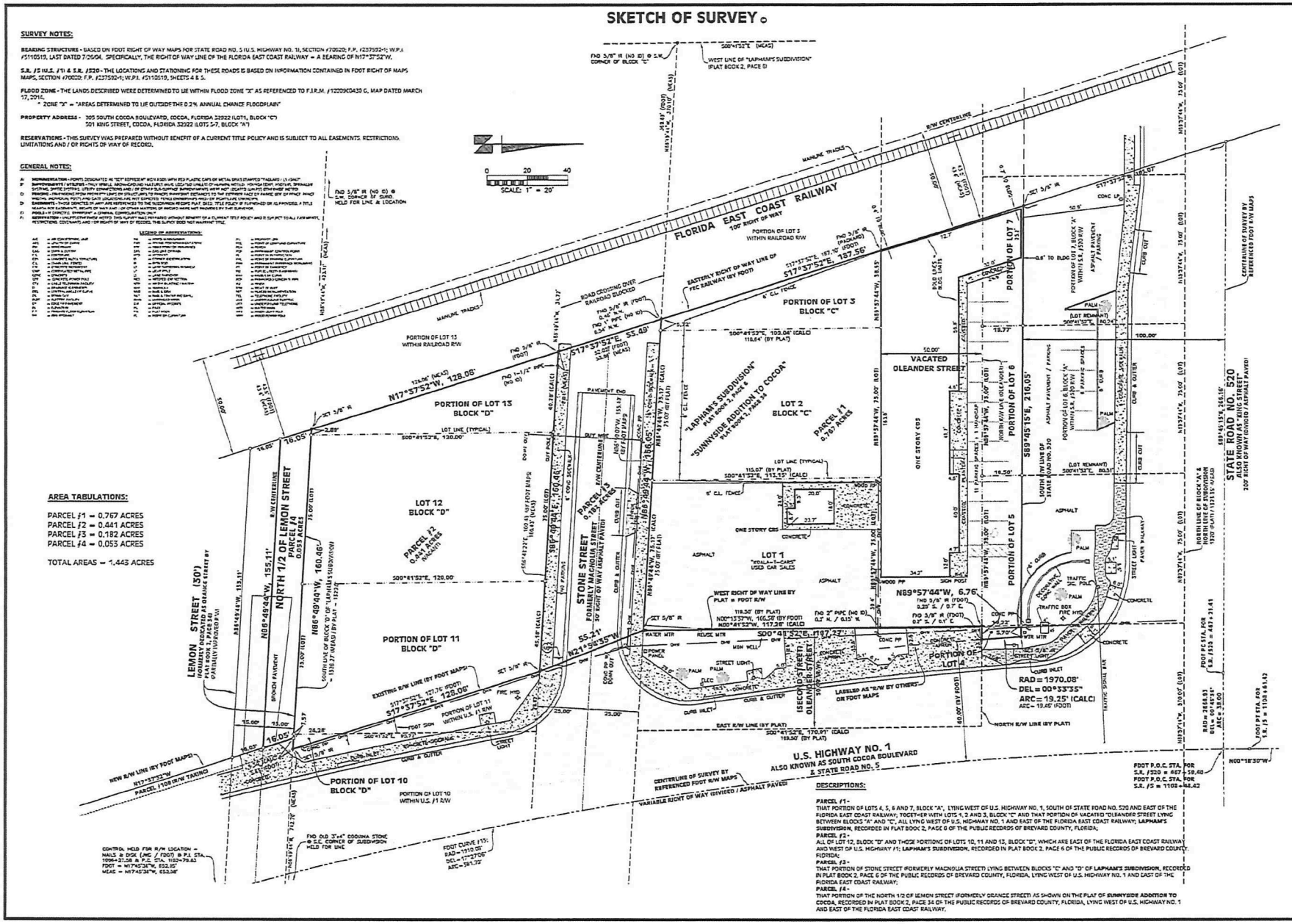
Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	01/27/2022
2023	03/30/2023

Document Images

03/30/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
10/29/2015 -- Florida Limited Liability	View image in PDF format

SKETCH OF SURVEY



SURVEY NOTES:

BEARING STRUCTURE - BASED ON FDOT RIGHT OF WAY MAPS FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), SECTION #70020, F.P. #237592-1; W.P.I #5110519, LAST DATED 7/09/04. SPECIFICALLY, THE RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY = A BEARING OF N17°37'52"W.

S.R. #5 (U.S. #1) & S.R. #520 - THE LOCATIONS AND STATIONING FOR THESE ROADS IS BASED ON INFORMATION CONTAINED IN FDOT RIGHT OF WAYS MAPS, SECTION #70020: F.P. #237592-1; W.P.I. #5110519, SHEETS 4 & 5.

FLOOD ZONE - THE LANDS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" AS REFERENCED TO F.I.R.M. #12009C0433 G, MAP DATED MARCH 17, 2014.
* ZONE "X" = "AREAS DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

PROPERTY ADDRESS - 305 SOUTH COCOA BOULEVARD, COCOA, FLORIDA 32922 (LOT1, BLOCK "C")
201 KING STREET, COCOA, FLORIDA 32922 (LOTS 5-7, BLOCK "A")

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

GENERAL NOTES:

- A: MONUMENTATION - POINTS DESIGNATED AS "SET" REPRESENT INCH ROD WITH RED PLASTIC CAPS OR METAL DISK STAMPED "PACKARD / LS 6947"
- B: IMPROVEMENTS / UTILITIES - ONLY VISIBLE, ABOVE-GROUND NATURAL AND MAN-MADE OBJECTS OF HUMAN INTEREST, HOWEVER, SPRINKLER SYSTEMS, WATER SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUBSURFACE IMPROVEMENTS, WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- C: FENCING - DISTANCES FROM PROPERTY LINES OR STRUCTURES TO FENCES, PAVEMENT DISTANCES TO THE EXTERIOR FACE OF FENCE, SIDE OF FENCE, AND/OR WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS UNLESS OTHERWISE NOTED.
- D: EASEMENTS - UNLESS DIRECTED BY ANY INTERESTED TO THE CONTRARY BEFORE PLAT SALE, TITLE POLICY IF FURNISHED OR AS PROVIDED A TITLE COMMITMENT OR OPINION, REPORT OR DATA AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THE SURVEYOR.
- E: BOUNDARY LINES - DESCRIPTIONS AND/OR BOUNDARY LINES DEPICTED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THE SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONER UNIT	FIRM = FLOOD INSURANCE RATE MAP	PROP. = PROPERTY LINE
ASPH. = ASPHALT PAVEMENT	FIP = FOUND IRON PIPE	P.O.B. = POINT OF BEGINNING
BLDG. = BUILDING	FIR = FOUND IRON ROD	P.O.C. = POINT OF COMMENCEMENT
BM = BENCH MARK	FIRC = FOUND IRON ROD & CAP	P.R.M. = PERMANENT REFERENCE MONUMENT
C = CALCULATED	FND = FOUND	P.C.P. = PERMANENT CONTROL POINT
CALC = CALCULATED	FPC = FOUND PIPE & CAP	R = RADIUS
CATV = CABLE TV	FPK = FOUND PK NAIL	R/W = RIGHT OF WAY
CB = CATCH BASIN	FPKC = FOUND PK NAIL & CAP	RCP = REINFORCED CONCRETE PIPE
CBS = CONCRETE BLOCK STRUCTURE	FSIR = FOUND SET IRON ROD	RES. = RESIDENCE
CH = CHORD	FSIRC = FOUND SET IRON ROD & CAP	SEC. = SECTION
CL = CENTERLINE	GAR. = GARAGE	SIR = SET IRON ROD
CLF = CHAIN LINK FENCE	I.D. = IDENTIFICATION	SIRC = SET IRON ROD & CAP
CONC. = CONCRETE	INV. = INVERT	SPK = SET PK NAIL
CPP = CONCRETE POWER POLE	L = ARC LENGTH	SPKC = SET PK NAIL & CAP
D = DEED	LB = LICENSED BUSINESS	TEL. = TELEPHONE
DEL = DELTA ANGLE	M = MEASURED	TYP. = TYPICAL
DRIVE = DRIVEWAY	MAS = MASONRY	UP = UTILITY POLE
E = EAST	MB = MAP BOOK	W = WEST
EL. = ELEVATION	MES = MASONRY ENCLOSURE STRUCTURE	WM = WATER METER
ENCL. = ENCLOSURE	MH = MANHOLE	WV = WATER VALVE
EOP = EDGE OF PAVEMENT	N = NORTH	
EOW = EDGE OF WATER	NAD = NORTH AMERICAN DATUM	
FD = FOUND	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	NTS = NOT TO SCALE	
FF = FINISHED FLOOR	OHW = OVERHEAD WIRES	
FFE = FINISHED FLOOR ELEVATION	PB = PLAT BOOK	
FH = FIRE HYDRANT	PG = PAGE	

AREA TABULATIONS:

PARCEL #1 = 0.767 ACRES
PARCEL #2 = 0.441 ACRES
PARCEL #3 = 0.182 ACRES
PARCEL #4 = 0.053 ACRES

TOTAL AREAS = 1.443 ACRES

DESCRIPTIONS:

PARCEL #1 -
THAT PORTION OF LOTS 4, 5, 6 AND 7, BLOCK "A", LYING WEST OF U.S. HIGHWAY NO. 1, SOUTH OF STATE ROAD NO. 520 AND EAST OF THE FLORIDA EAST COAST RAILWAY; TOGETHER WITH LOTS 1, 2 AND 3, BLOCK "C" AND THAT PORTION OF VACATED "OLEANDER STREET LYING BETWEEN BLOCKS "A" AND "C", ALL LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #2 -
ALL OF LOT 12, BLOCK "D" AND THOSE PORTIONS OF LOTS 10, 11 AND 13, BLOCK "D", WHICH ARE EAST OF THE FLORIDA EAST COAST RAILWAY AND WEST OF U.S. HIGHWAY #1; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #3 -
THAT PORTION OF STONE STREET (FORMERLY MAGNOLIA STREET) LYING BETWEEN BLOCKS "C" AND "D" OF LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY;

PARCEL #4 -
THAT PORTION OF THE NORTH 1/2 OF LEMON STREET (FORMERLY ORANGE STREET) AS SHOWN ON THE PLAT OF SUNNYSIDE ADDITION TO COCOA, RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Date: 7/20/15

REVISIONS
ORIGINAL SURVEY DATE
MAP/BOUNDARY SURVEY

r.m. packard
SURVEYING & MAPPING, INC.
197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: (321) 639-4646 FAX: (321) 639-4952
WWW.RMPACKARD.COM

BOUNDARY SURVEY FOR:
BISCAYA COCOA HOLDINGS, LLC

DRAWN BY: RMP
CHK'D BY:
DATE: 7/20/15
DWG #: D-15-160
NOTES: FILES
JOB #: 15-160

SHEET 1 OF 1

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, In Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

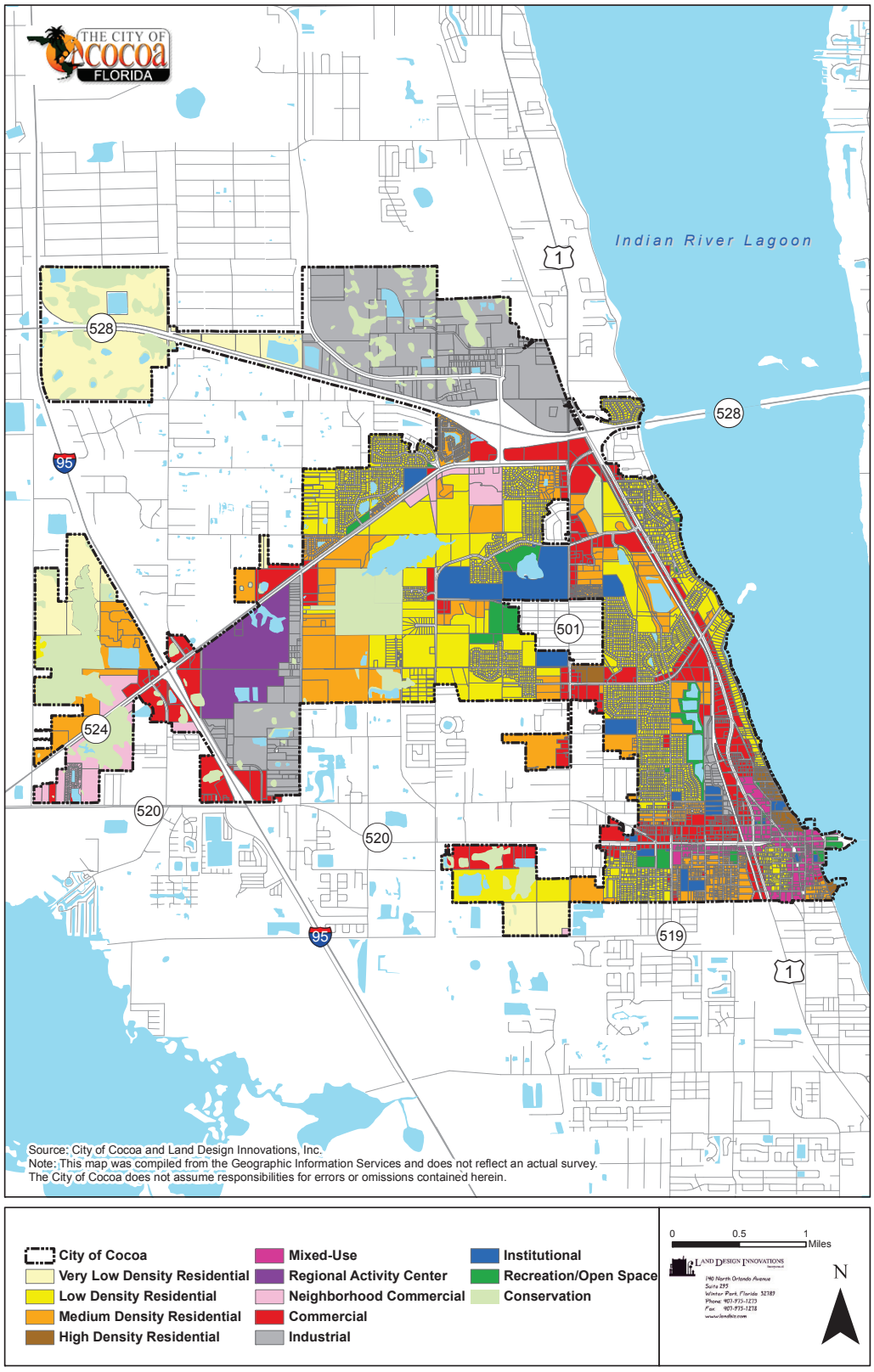
Together with:

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Map M-I-7: Future Land Use Map



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/23/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commision expires

Publication Cost:	$382.88	
Order No:	9756679	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#9756679 1/23/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING MAP AMENDMENT AND SITE PLAN & PRELIMINARY PLAT APPROVAL
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100001 – ZONING MAP AMENDMENT (301 S. Cocoa Blvd)

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of eleven (11) parcels of real property, totaling 1.39 acres, more or less, and generally located on the southwest corner of SR-520 and US-1, more particularly depicted and legally described on Exhibit "A" attached hereto, from Commercial Parkway District (C-P) to Neighborhood Commercial (C-N); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-C-2, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, and 24-36-33-31-*-R.5.

PZ-21-00100002- SITE PLAN AND PRELIMINARY PLAT APPROVAL (Lakes at Cocoa Groves)

B. Consideration of a large-scale site plan and preliminary plat, pursuant to Chapter 18 and Appendix A, Zoning, Article XIII, Sec. 1 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR BOTH ITEMS ON:
February 7, 2024
CITY COUNCIL 1st PUBLIC HEARING FOR ITEM A WILL BE HELD ON
February 13, 2024
CITY COUNCIL FINAL PUBLIC HEARING FOR THE PRELIMINARY PLAT IN ITEM B WILL BE HELD ON
February 13, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, Assistant City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

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

Public Participation Information:

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

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

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

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

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

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

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-298	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/14/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Conduct the Final public hearing on the proposed FY2024/2025 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2024 CPP.pdf 2024 RFP Score Sheet.pdf Drafted Action Plan.pdf Public Notice.pdf 2024-2025 HOME Consortium Allocation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2024.
Agenda Date: May 28, 2024.
Prepared By: Florence Torbert, Housing Program Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Conduct the Final public hearing on the proposed FY2024/2025 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $128,609 in Community Development Block Grant (CDBG) funds and $76,044 in HOME grant funds for Fiscal Year 2024/2025 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing quality housing, a suitable living environment and expanding economic opportunities principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on

program activities benefiting low- and moderate-income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate-income persons.

Based on priorities and goals identified in the FY 2022/2027 Consolidated Plan, the City of Cocoa developed a one-year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2024 and September 30, 2025. The City's Citizen Participation Plan was updated in 2024 to reflect improvements to communications and notifications to the community.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30-day public comment period. The 30-day public comment period began April 19, 2024 and ended on May 19, 2024. All comments received during the comment period were noted in the document.

Projects were advertised with funding amounts of $128,609 for CDBG and $76,044 for HOME in accordance to Council's approved recommendations on May 28, 2024. On May 24, 2024, the City received notification of updated HOME allocations totaling $64,924.02, a decrease f $11,119.98.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2024/2025

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 4000.00
Family Promise of Brevard (rent/mortgage assistance)	$ 5,291.35
Central Brevard Sharing Center (*community kitchen)*	$ 5,000.00
Salvation Army (*meals in domestic violence shelter)*	$ 5,000.00
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$77,188.65
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 31,129.00
Fair Housing Education & Outreach	$ 1,000.00
TOTAL CDBG FUNDS:	**$128,609**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2024/2025

Housing: CHDO	$9,738.60
HOME: Housing Activity	$48,693.02
HOME Administration and Operational funds	$ 4,823.85
HOME Administration County	$ 1,668.55
TOTAL HOME FUNDS:	**$64,924.02**

Staff is requesting Council approve the proposed FY2024/2025 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

Budgeted N/A
To be budgeted in FY 2025

PREVIOUS ACTION:

First Reading approved on March 11, 2024

RECOMMENDED MOTION:

Conduct the Final public hearing on the proposed FY2024/2025 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

CITIZEN PARTICIPATION PLAN

CITY OF COCOA
COMMUNITY SERVICES DEPARTMENT
NEIGHBORHOOD SERVICES DIVISION

May 2024

Federal funds provided by the
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Under Review by the City of Cocoa Board of County Commissioners
(This version supersedes prior versions of the Citizen Participation Plan)

In accordance with CFR 24, Part 91 and Part 5, Subpart A, Section 5.158, the City of Cocoa is required to develop a Citizen Participation Plan and is hereby certifying that the following policies and procedures are being undertaken:

CONSULTATION

- When preparing the Citizen Participation Plan, the Consolidated Plan, the annual Action Plan, the Assessment of Fair Housing (AFH), and the Section 108 Loan Program, the City shall consult with other public and private agencies which provide housing, health, and social services (including those agencies focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons).

- When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with State or local health and child welfare agencies. The City shall examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned, if available.

- The City shall consult with local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

- The City shall consult with the local public housing agency participating in an approved Comprehensive Grant program concerning consideration of public housing needs and planned Comprehensive Grant program activities. The City shall encourage the participation of residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan, Fair Housing Assessment, and the Section 108 Loan Program along with other low-income residents of targeted revitalization areas in which the developments are located. The City shall provide information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this information available at the annual public hearing required under the Comprehensive Grant program. Also, the City shall cooperate in providing resident programs and services and will help ensure that activities with regard to local drug elimination, neighborhood improvement programs, and resident programs and services, funded

under the public housing program and those funded under a program covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

Regulatory Requirements

The regulations require that the CPP outline the jurisdiction's process for encouraging citizen participation and input from stakeholders such as local and regional institutions, public housing authorities, Continuums of Care, and other organizations such as businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations in the development of the Con Plan, AAP, CAPER, and fair housing plan. The jurisdiction should encourage participation by low- and moderate-income persons in the community, non-English speakers (or those who speak English less than very well), and persons with disabilities.

The process of citizen participation shall be provided on a community-wide basis, to encourage citizens to participate in the development of the Citizen Participation Plan, the Consolidated Plan, any substantial amendments, annual Action Plan, and performance reports with particular emphasis on participation by persons of low- and moderate-income, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) funds are proposed to be used. The City will encourage the participation of all citizens, including residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons and persons with disabilities. All plans and reports shall be in a format accessible to persons with disabilities, upon request. Notices of public hearings and meetings will be circulated to local churches, made available to community groups, organizations and interested persons. Notices will be posted at strategic locations throughout the City, as well as advertised in a newspaper of general circulation.

The City will provide timely and reasonable notice to the public to receive comments on the Consolidated Plan, annual Action Plan, substantial amendments, and performance reports during the planning year. All comments will be reviewed by the City and shall be considered prior to the adoption of the particular plan or document. The City shall respond to any written responses or comments within fifteen (15) working days, where practical. The City will consult with the public housing agency to notify them of the

availability of funding in relation to their housing needs and to provide information on the priority housing and non-housing needs for residents of public and assisted housing in the development of the Consolidated Plan and annual Action Plan. The City shall make available any performance reports to citizens and provide them reasonable notice and opportunity to comment. Reports shall be advertised in a newspaper of general circulation no less than fifteen (15) days prior to submission to U. S. Department of Housing & Urban Development.

FAIR HOUSING

In coordination with the Con Plan process, the County prepares a fair housing plan and reports annual progress toward the identified fair housing goals and actions in the CAPER.

In accordance with new regulatory requirements at 24 CFR Part 5, 24 CFR 5.158 and 5.164, community consultation and citizen participation will be encouraged in preparing and revising the City's Assessment of Fair Housing (AFH) to affirmatively further fair housing. The AFH will be prepared and submitted with each new five-year consolidated plan.

Fair housing plans typically contain the following sections:

- A summary of the citizen and stakeholder engagement conducted by the County to gather input from the community on the fair housing issues impacting each jurisdiction included in the plan.
- An analysis of the demographic composition of persons residing in each jurisdiction included in the plan.
- An assessment of the fair housing issues that restrict fair housing choice or access to opportunities.
- An assessment of the contributing factors that create, contribute to, perpetuate, or exacerbate one or more of the identified fair housing issues.
- An identification of the Consortium's fair housing goals and actions to address the identified fair housing issues in each jurisdiction.

DEVELOPMENT OF THE CONSOLIDATED PLAN

The City of Cocoa shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City shall indicate a plan for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons displaced as a

result of such activities, specifying the types and levels of assistance the City shall make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This will be accomplished via community meetings, public hearings, legal notices and posted notices at City Hall and throughout the community.

Also, the City shall make available in a newspaper of general circulation, a summary of the consolidated Plan, describing its contents and purpose, a list of the locations where copies of the entire proposed Consolidated Plan may be examined, and where the copies of the entire document can be reviewed. Copies of the Consolidated Plan, Assessment of Fair Housing, and Section 108 Loan Program Project will be provided at City Hall, the local library, and at the Brevard County Housing & Human Services Department. A reasonable number of free copies of the plan to citizens and groups shall be available upon request. The Plan process will provide for at least one public hearing during the development of the Consolidated Plan and provide a period, not less than thirty (30) days, to receive comments from citizens on the proposed Consolidated Plan. All comments received in writing, or orally at public hearings will be considered in preparing the final plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached and submitted with the final Consolidated Plan.

PUBLIC HEARINGS

The City of Cocoa will provide for at least two (2) public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the program year. Together, the hearings shall address housing and community development needs, development of proposed activities, and review of program performance. The City shall obtain the views of citizens on housing and community development needs, including priority non-housing community development and Fair housing concerns, and shall provide at least one (1) of the hearings is held before the proposed Consolidated Plan is published for comment. Public hearings shall be advertised in a newspaper of general circulation one (1) week prior to the public hearing and information will be circulated to local churches, organizations, and at various locations throughout the community. Public hearings shall be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities.

In the event a significant number of non-English speaking residents are expected to participate at the hearings, the City will make arrangements for a suitable method of communication to be available to the group, providing a request is made at least two (2) working days prior to the public hearing.

MEETINGS

Citizens will be provided reasonable and timely access to local meetings. Additionally, notices will be sent various housing and community development agencies and posted throughout the City at least one week prior to the meeting date.

AVAILABILITY TO THE PUBLIC

If the City decided to amend or make substantial changes to the adopted Consolidated Plan, annual Action Plan, or performance reports, a public notice will be placed in a newspaper of general circulation making the modified plan available to citizens for review and comment in a form accessible to persons with disabilities, upon request.

ACCESS TO RECORDS

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records in relation to the consolidated Plan, annual Action Plan, substantial amendments performance reports, and the City's use of assistance under the programs during the preceding five (5) years. All information shall be available to citizens at the City of Cocoa Community Services Office, which is currently located at 65 Stone Street, Cocoa, FL 32922.

TECHNICAL ASSISTANCE

The City, through the Community Services Department, will provide technical assistance to organizations and representatives of persons of low- and moderate-income that requests such assistance in developing proposals and understanding the process of requesting funds. The level and type of assistance will be determined upon the needs of each individual request. City staff will provide speakers to address any community or civic group wishing to obtain information regarding the program.

COMPLAINTS

The Community Services Director or Designee shall make every effort possible to respond in writing within fifteen (15) days to any written or oral complaint, when practical. A citizen may file a written complaint at any time to the U.S. Department of Housing and Urban Development at the following address:

U. S. Department of Housing and Urban Development
Jacksonville Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

CRITERIA FOR AMENDMENTS

The City shall provide citizens with reasonable notice of, and opportunity to comment on, proposed changes in the adopted consolidated Plan and annual Action Plan if such change would result in: changes in the City's allocation priorities or a change in the method of distribution of funds; and/or carrying out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual Action Plan.

The City shall apply the following criteria in determining whether a change in an activity represents a substantial amendment. An activity shall be considered substantially changed if:

- The percentage of federal funds expended for the benefit of very low-, low-, and moderate-income persons falls below its required 70% as a result of any proposed increase or decrease in expenditures for any one project or activity.

- Any changes in the purpose, scope, location or beneficiaries of an activity that would increase or decrease the estimated cost of the project or activity by more than twenty-five percent (25%) of the amount projected in the annual Action Plan.

Note: Allocations for projects and activities included in the annual Action Plan can be increased or decreased more than twenty-five percent (25%) provided there is not a change in the purpose, scope, location or beneficiaries of the activity.

Reallocation of CDBG and/or Home Investment Partnership Program (HOME) funds in relation to an addition or deletion of priority needs and projects are as follows:

- The addition of a new priority need not included in the adopted Consolidated Plan or a new project in the annual Action Plan which is not cover by a priority need in the adopted Consolidated Plan.

- The deletion of a priority need identified in the adopted Consolidated Plan or a deletion of a project or activity identified in the annual Action Plan which would prevent a priority need identified in the approved Consolidated Plan from being attained.

The City shall provide citizens with reasonable notice and an opportunity to comment on any substantial changes and amendments made to the adopted Consolidated Plan. Citizens will be provided a period, not less than thirty (30) days, to comment on substantial amendments before the amendment is implemented. Any comments or views received in writing, or orally at public hearing, will be considered by the City and summarized and attached to the substantial amendment of the Consolidated Plan for submission to HUD.

The City and members of the Brevard County HOME Consortium are responsible for the development of their respective Citizen Participation Plans, individual CDBG entitlement grants. All HOME and CDBG program amendments initiated by the City must be submitted to Brevard Housing & Human Services for submittal to HUD.

The Citizen Participation Plan was previously approved by City Council on May 27, 2008.

Approved by the City Council on:_____

_____

Michael C. Blake, Mayor

Acronyms/Definitions

Acronym	Definition
AAP	Annual Action Plan
ADA	Americans with Disabilities Act
CAPER	Consolidated Annual Performance and Evaluation Report
CDBG	Community Development Block Grant
Con Plan	Consolidated Plan for Housing and Community Development
CPP	Citizen Participation Plan
HOME	HOME Investment Partnerships Program
HUD	U.S. Department of Housing and Urban Development
LEP	Limited English Proficiency

Name	SAL	HFH	Family Promise	CBSC	Aging Matters
Florence Torbert	90	66	94	91	82
Marcia Markham	80	60	97	85	87
Tiffany Bonadio	87	65	95	96	88
Connor Williams	83	59	95	91	79
Dave Radford	86	47	72	85	77
Charlene Neuterman	80	53	92	90	75
Total Scores	506	360	545	538	488
Rank	3	5	1	2	4
Allocations	**$5,000.00**	**$0.00**	**$5,291.35**	**$5,000.00**	**$4,000.00**

EXECUTIVE SUMMARY

Ap-05 Executive Summary – 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME investment Partnership funds. Brevard County is the lead agency of the HOME Consortium.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address the priority needs and specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a reinstatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The CDBG objectives for PY 2024 fit under the first national objective of benefiting low-to-moderate-income persons. That are persons with total household income of less than 80% of the area median income by household size.

- The results of the resident surveys, stakeholder interviews, public comments, and secondary data from HUD, the Census Bureau and other HUD-approved sites.
- The limitations placed on the City by HUD regulations with regards to the location of public improvements and the cap on social spending
- The existence and capacity of potential subrecipients to carry out activities.

Specific objectives identified in the Consolidated plan and the City of Cocoa's strategic plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- **Housing:** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed income rental unit's city wide, providing home ownership opportunities for those wishing to own their own home, providing services to educate home buyers regarding the mortgage process, enabling homeowners through education and counseling to retain their home, and demolishing structures that are substandard and unfit for human habitation.
- Homeless: Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions, establishing facilities for offenders, support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs, support increased permanent supportive housing

and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section plan.

The citizen participation process included an online survey for input, meetings, as well as, two (2) public hearings. During the first public hearing, three (3) agencies spoke. The agencies were: Central Brevard Sharing Center; The Salvation Army North Central Brevard Corps., and Family Promise of Brevard. Each agency discussed their need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

*A Housing and Community Development Needs survey was developed and distributed to over 9,000 residents in low income neighborhoods in Brevard County for input regarding community needs.

*A Social Service Provider Survey was developed and distributed to more than (70) providers to help determine the capacity and gap of serviced being provided throughout Brevard County, including Cocoa.

*Staff attended various meetings, both virtually and in person, to obtain citizen input, Housing Authority of the City of Cocoa monthly board meetings, Brevard County Continuum of Care Homeless Coalition, and Elevate Brevard Meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, three (3) agencies spoke. The agencies were: Central Brevard Sharing Center, The Salvation Army North Central Brevard Corps; and Family Promise of Brevard. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted.

7. Summary

The City's involvement with multiple agencies and community groups serving the needs of the low- and moderate-income persons provides ample opportunity for the City to receive information about issues affecting the low-income community. This informal forum also allows for citizens to make their needs and concerns known as well. Coordination takes time and effort. The City will continue to work towards building capacity for better coordination and achieving solid results through partnership in the years ahead.

DRAFT

AP-10 Consultation – 91.100, 91.200(b), 91.215(1)

1. Introduction

Housing is a critical component to ending chronic homelessness. As of February 22,2023, Cocoa Housing Authority began working with Brevard Homeless Coalition in placing homeless individuals into housing much faster than usual. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers. With Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance, transitional and emergency housing, community kitchens, domestic violence funding. The primary manner in which the City will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(1).

The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's consolidated Plan. Primary agencies located and/or serving persons within the City: **Brevard County Family & Children's Services**-Provides food, counseling and emergency financial assistance. **Central Brevard Sharing Center**-Provides food, clothing, emergency rent, and medical/financial assistance. **Housing for Homeless Program**-Provides currently 32 units in Cocoa for homeless & special needs, 77 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness/other special needs; ten units provide transitional housing for homeless, special needs individuals/families with children. The remaining two units are used for special services such as counseling. Also, **Brevard Homeless Coalition**- Will be proving 90 units for low-to-moderate-income citizens, which 12 units of the 90 will be for individuals/families that are working needing shelter, that cannot afford high rent. Units will be complete by the end of May 2024. **Early Learning Coalition of Brevard County**-Assists working parents in finding/paying for child care services, offers parenting classes and support groups. **Crosswinds Youth Services**-Programs for children, young people and their families, Emergency Youth Crisis Shelter, Info & Referral Line; Community Counseling, Transitional Living Program; Foster Care, Intensive Delinquency Diversion Services, Juvenile Assessment Center, Project Safe Place, and CareerSource Brevard NextGen Services. **The Salvation Army**-Provides emergency food, clothing, counseling, financial assistance for rent, utilities & medical prescriptions. **The Salvation Army Domestic Violence Shelter**-Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center**-Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing. The agency has five transitional units within Cocoa. The City has several assisted housing providers funded by state and/or federal funds: Westminster Asbury South has 142 Section 8 project based rental units, Westminster North has

50 Section 8 project based rental units, Abilities at Crestview/College Pine/Windover has 51 Section 811 rental units for persons with disabilities. Arlington Apartments has 41 HUD Use Agreement rental units, Cocoa Lakes Apartments has 49 Section 8 Project based rental units, Clear Pond Estates has 72 Section 8 Project based rental units and 28 Low-income Housing Tax Credit rental units, Oak Meadows has 120 Low-income Housing Tax Credit rental units, and Clearlake Isles was completed in 2017 with 84 Low-income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long-term permanent housing to homeless families and individuals. The City of Cocoa and Brevard County provide financial assistance to the Housing for Homeless. City staff participates in a continuum of care process which recently became a 501 (C)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services. Those at risk of becoming homeless include one-parent families, dysfunctional substance abusers, released prison inmates, battered spouses, persons in extended employment training programs, persons receiving emergency assistance, persons in self-sufficiency programs, and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to the Brevard Homeless Coalition, the homeless population recorded count for Brevard County in 2018 & 2021 an unsheltered count was not performed. **Due to the COVID19 Pandemic, there was no physical Point in Time count. 2022 count was 916 and 2023 count were 1052 the highest homeless count since 2015.** These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs include preventive services, short-term/housing and emergency food, clothing, and financial assistance. The following is a list of primary agencies local and serving the homeless within the City of Cocoa: **Brevard County Family & Children's Services**- Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses. **Central Brevard Sharing Center**- Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis. **Housing for Homeless Program**- Provides 32 units in Cocoa for homeless and special needs, 77 countywide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs, ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are for the provision of special services such as counseling and miscellaneous support services.

The Salvation Army- Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions. **The Salvation Army Domestic Violence Shelter**- Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center** – Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG Grant funds. In recent years the local COC has implemented the Vulnerability Index Service Prioritization Decision Assistance Tool (VISDPAT). Utilizing HMIS, the Brevard Homeless Coalition and working Partners (to include 211) organizations can center an individual/family into HMIS and identify the level of vulnerability to the services needed. By determining the level of needs using the VISPDAT for individuals/families, the CHAT Team (a group of local social service partners) can then assign which organization would be better suited to providing those needs. The system works to reach out and assist those families requiring ESG services, to reduce the time the family would be at risk of homelessness.

Scheduled trainings for HMIS and VISDAT intakes are available to local service providers by contacting the CHAT Team for more information.

2. Agencies, groups, organizations and others who participated in the process and consults.

1	Agency/Group/Organization	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing Services-Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs-Chronically homeless Homeless Needs-Families with children Homeless Needs-Veterans Homelessness Needs Unaccompanied Youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing needs assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
2	Agency/Group/Organization	Aging Matters in Brevard
	Agency/Group/Organization Type	Services -Elderly Persons Service-Fair Housing Grantee Department Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied Youth Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group? Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meeting, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
3	Agency/Group? Organization	North Brevard Charities
	Agency/Group/Organization Type	Housing Services – Housing Services – Children Services – Persons with Disabilities Services – Victims of Domestic Violence Services – Homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homeless Needs – Unaccompanied youth Homelessness Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultant's areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
4	Agency/Group/Organization	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs – Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment, homeless need – families with children and homeless special needs.
5	Agency/Group/Organization	Habitat for Humanity of Brevard County
	Agency/Group/Organization Type	Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.
6	Agency/Group/Organization	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment and public housing needs.

7	Agency/Group/Organization	Brevard County
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.
8	Agency/Group/Organization	Brevard Homeless Coalition
	Agency/Group/Organization Type	Services – homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically homeless Homeless – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on homelessness needs.
9	Agency/Group/Organization	The Salvation Army, A Georgia Corporation
	Agency/Group/Organization Type	Serviced=s – Housing Services – Victims of Domestic Violence Services – Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.

10	Agency/Group/Organization	Community Housing Initiative, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.
11	Agency/Group/Organization	Family Promise of Brevard
	Agency/Group/Organization Type	Housing Need Assessment Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Strategy LBGQT WITH CHILDREN
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing needs assessment, and various homelessness needs.

Identify any Agency Types not consulted and provide rationale for not consulting

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Continuum of Care (CoC) conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC.
SHIP local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
2022 Planning and Priorities Document	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority of the City of Cocoa	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 – Other local/regional/federal planning efforts

Narrative

There were no agencies that were not consulted.

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AP-12 Participation – 91.401, 91.105, 91.200(C)

1. Summary of citizen participation process/Efforts made to broaden citizen participation process and how it impacted goal-setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including CBDG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Dr. Joe Lee Smith Center Community Meetings, Innovative Housing Team, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-entry Task Force, now Operation Hope, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs and completed the "Needs Assessment" survey. These congratulations, meetings, and surveys shaped the City's goals. The CDBG Citizen Participation Plan includes that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper on April 19, 2024. Various community meetings and public hearings were held on March 26, 2024 and May 28, 2024 to gather input regarding the CDBG and potential projects. Project funding was approved by the Cocoa City Council on July 9, 2024. The FY 24-25 Annual Action Plan is being made available for public comment for 30 days. An announcement of the notice of a 30-day comment period is being published in the local newspaper, Florida Today and on the city website, www.cocoafl.org

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Minorities Non-English Speaking Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 19, 2024 in Florida Today of first public hearing on May 28, 2024 to receive comments on the City's FY24/25 Action Plan	During the first public hearing three (3) agencies spoke. The agencies were: Central Brevard Sharing Center, The Salvation Army, and Family Promise of Brevard. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Person with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 19, 2024 in Florida Today of final hearing on June 18, 2024 to receive comments on the City's FY24-25 Action Plan.	There were no comments received	There were no comments not accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting on May 13, 2024	No comments were received	There were no comments not accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of contents received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 19, 2024 in Florida Today of final public hearing on June 18, 2024 to receive comments on the City's FY24-25 Action Plan	There were no comments received	There were no comments not accepted	

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AP-15 Expected Resources – 91.420(b), 91.22(c)(1,2)
Introduction

One year Action Plan released for public comment are based on the funding allocation announcement to the City of Cocoa for FY2024-2025 in the amount if $128,609.00. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2024. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Annual Allocation: $	Program Income: $	Prior Year Resources $	Total: $	Expected Amount Available Remainder of ConPlan $	Narrative Description
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	128,609	24,721.80	0	153,330.80		Community Development Block Grant (CDBG) funds will be used for housing, Public improvements, public services, demolition, admin and planning. Previous program years resources is based on CAPER 2023 (PR26)

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. The City of Cocoa has minor funding available through the State Housing Initiative Partnership (SHIP) for SFY22-23 $188,916, and SFY 23-24 $288,460, and an estimated $100,00.00 for SFY 24-25. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve low income residents of Cocoa. The Section 108 Loan, $894,000.00 was approved by HUD. The City allocated FY2018-2018 funds in the amount of $190,000.00 towards Park improvements at the Dr. Joe Lee Smith Center. The funds paid a portion of the $4,525,000 to construct a new 16,000 square foot community center, dedicated to serving the needs of lower income residents of the City through recreational activities, multi-programming services and health care program. The Dr. Joe Lee Smith Center is located in Census Tract 626, which is 25% below poverty line. Principal payments for the Section 108 began on March of 2021 with CDBG funding and continues annually until paid off. All Public Services continue to serve and provide services through food, rent, and mortgages.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address needs identified in the plan

The City of Cocoa currently owns a 22 lot (Michael C Blake) subdivision and approximately 13 infill lots. The City owns the following vacant lots:

629 S Georgia Avenue, 1110 Grove Avenue, 1970 Furman Court, 1059 Olive Street, 1050 Bellefonte Avenue, 712 Stone Street, 1101 Avon Place, 514 S. Wilson Avenue, 801 Eden Street, 805 Temple Street, 804 Barbara Jenkins Avenue, 619 Stone Street, And 320 Loquat Avenue.

The City may develop these lots for the owner-occupied housing in whole or in part with SHIP funds.

The City of Cocoa published resolution 2024-021 in accordance with Florida Statue 166-0451.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 913420, 91.220(c)(3)&(e)

Goals Summary Information

Set Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing Compliance, Testing and Outreach	2022	2027	Affordable Housing	Citywide	Neighborhood Services	CDBG: $1,000	Other 18000 Other
2	Housing Rehabilitation	2022	2027	Affordable Housing	Citywide	Affordable Housing	CDBG: $0.00	Homeowner Housing Rehabilitated: 0 Household Housing Unit
3	Spot Demolition/Clearance	2022	2027	Spot Slum/Blight removal	CENSUS TRACT 626 Census Tract 623	Neighborhood Services	CDBG: $0	Buildings Demolished: 0 Buildings
4	Public Services	2022	2027	Non-Housing Community Development	Citywide	Public Services	CDBG: $24,721.80	Public Service activities other than Low/Moderate Income Housing Benefit: 1210 Persons Assisted
5	Repayment of Section 108 Loan Guarantee	2022	2027	Non-Housing Community Development	CENSUS TRACT 26	Public Facilities Improvements	CDBG: $0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1300 Persons Assisted

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7	Planning and Administration	2022	2027	Non-Housing Community Development Administration	Citywide	Affordable Housing Homebuyer Program Public Facilities Improvements Neighborhood Services	CDBG: $6535.60	Other: 1 Other

Goal Descriptions

1	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Consistently checking for updates to stay within compliance
2	**Goal Name**	Housing Rehabilitation
	Goal Description	
3	**Goal Name**	Spot Demolition/Clearance
	Goal Description	
4	**Goal Name**	Public Services
	Goal Description	
5	**Goal Name**	Repayment of section 108 Loan Guarantee
	Goal Description	Continue to pay until complete
6	**Goal Name**	Planning and Administration
	Goal Description	

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AP-35 Projects – 91.420, 91.220(d)

Introduction

Each Year the City of Cocoa undertakes a process which include public input and citizen participation to develop a one year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan. CDBG funding will be used for administrative and general oversight of the CDBG Program; fair housing training, outreach and testing; repayment of a Section 108 Loan Guarantee; and public service programs providing meals for the elderly, meals for those at homelessness or at risk of homelessness, domestic violence prevention, and case management to at risk of homelessness individuals/families, housing rehabilitation and demolition with program income received throughout the year, as allowed. HOME Program funding will be used for administration and general oversight of the HOME program and development of affordable homeownership opportunities in partnership with local developers, Community Housing Development Organizations, and the Consortium.

Table 7 – Project Information

#	Project Name

Table 1 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities annually is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 80% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low and moderate income community, and leveraging of other funding resources. City initiated activities including planning and program administration fair housing testing, outreach and training, public facilities and improvements and repayment of a Section 108 Guarantee typically account for the remaining 85% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation process and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit to

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low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the

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region's homeless population.

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Descr

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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa is a total area of 15.4 square miles and a population of 19,653 according to BEBR 2021. Within the City, there are two (2) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA and the **Diamond Square CRA Census Tract 626, with Block Group 1 & 2, low target area**. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the two. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622, and is now CT 715.

The Diamond Square CRA is located within CT626, and is even more depressed with 25% of its residents being below poverty. The population, according to the 2020 Census, is estimated to be at 3,190, resulting in an increase of 3% since 2010. As of 2021 ACS estimate population, 23% are White, 50% are Black or African American, 13% are Hispanic or Latino and Other is 14%. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2020 Census indicates that 13% percent of the citizens of Cocoa are living below the poverty line. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2022 ACS, 13% of the residents in the area are low/moderate. According to the 2022 American Community Survey (ACS) 5-Year Estimates the median household income for the City is $45,011. The median household income for Census Tract 626 is $38,542. See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	3

Table 2 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low-income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage

in not only community building activities and fund needed improvements in low and moderate income areas but also to provide opportunities for residents to live in non-impacted areas.

See map of 2020 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slum and blight and promote ownership so as to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of ethnic diversity and communities that provide faith-based and family-based supports.

The City of Cocoa does not have an Neighborhood Revitalization Strategy Area (NRSA).

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AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium, has developed the following actions which address obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers to enhance the availability for underserved populations such as seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue and encourage the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

The City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permit and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has

entered into three (3)

Discussion

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable, and accessible housing throughout the City.

The City of Cocoa's Housing Staff partners with the private sector partners known as the Innovative Housing Group made up of locally invested partners from attorneys to the banking industry, to a CHDO partner, local builders, and involved citizens/ organizations wanting to develop solutions to affordable housing. In conjunction, staff also attends meetings with the Cocoa Housing Authority. Staff continually communicates with Community Housing Initiative (CHI) to discuss opportunities in Homeownership. We discuss patterns in the local housing market, and stock to adjust agreements in serving citizens better. Through our SHIP allocation, the City of Cocoa is not required to form an AHAC. However, because of the Innovative Housing Group, the Cocoa Housing Authority Board meetings, the Diamond Square CRA Committee meetings, and our Public Services with Subrecipients, conversations to solutions on affordable housing identifies barriers to formulate plans.

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AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability of underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

The City has partnered with Space Coast Habitat, recognized as the first Female Veteran's Village, for United States Female Veterans wanting to be First Time Homebuyers, in the Nation. For fiscal year 2022-2023 the project is scheduled to complete with 3 more homes in construction, for a total of 6 completed homes. The City has worked to allocate HOME funding dollars for First Time Homebuyers with a Purchase Assistance Program.

To continue fostering and maintaining affordable housing, the City has allocated prior year CDBG funds for the Housing Rehab Program.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of

floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council.

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead-based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area. 2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. 3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special

cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet-mopping with plenty of rinse water. The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outline in the Consolidated Plan are met within the one year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; and the availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY 2022-2023: Community Services Council (Meals on Wheels and Congregate dining) - 95% of $6673.30 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $6548.72 will be expended in target areas; Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $6000.00 will be expended in target areas.

Cocoa is a city of approximately 19,896 persons (2023 BEBR) with a disproportionate share of public housing units.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953 with the construction of Barlow Homes and the Peter Young Complex. In 1961-65, three (3) additional projects were added:

Peachtree Manor, Brockington Home, and the Pineda Homes/Moore Homes Complex. The area is one of

two primary traditional African American settlement sites dating back to the early 1900's, and at one time was blessed with a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA; and in 2003, was designated as a Florida Enterprise Zone (EZ 0501).

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City.

Actions planned to enhance coordination between public and private housing and social service agencies

Brevard County HOME Consortium members include Brevard County, the cities of Cocoa, Titusville, Melbourne & Palm Bay. To facilitate communication with other local housing nonprofit organizations, members of the Consortium convene monthly to share federal & state housing program updates, to engage in discussions of local housing programs and initiatives. Cocoa has a number of social service agencies and churches providing homeless assistance programs to include preventive services, short and long-term housing, emergency food, clothing and financial assistance. The following list of primary agencies are supported by the City of Cocoa & the Brevard Homeless Coalition (BHC) which provide services to the homeless population: **Brevard County Family & Children Services** - **Central Brevard Sharing Center –Housing for the Homeless of Brevard County - WIN (When-In-Need) Program** - **Early Learning Coalition of Brevard** - **Crosswinds Youth Services** - **The Salvation Army** - **The Salvation Army Domestic Violence Shelter** - **Catholic Charities of Central Florida** -The City will continue to partner and support the listed agencies to address the specific objectives of the Strategic Plan which are: help low income families avoid homelessness; establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care; respond to urgent community needs; and increase permanent supportive housing & transitional beds for persons with special needs to include housing for unaccompanied homeless youth. The Florida Legislature has awarded $500,000 to **My Community Cares, Inc. for The REENTRY Center of Brevard,** which is located in Cocoa, Census tract 626. The reentry needs of Brevard County which ranks eleventh in the state with men and women returning from prison to the community. **The Reentry Center of Brevard** is the culmination of years of perseverance and dedication put forth by My Community Cares, the Reentry Task Force of Brevard and the Brevard Homeless Coalition. Case management was provided to approximately 145 clients. There has been an increase in the need of transitional housing since clients do not qualify for most housing

programs. The Reentry Center of Brevard has paid for clients' transitional housing over the last year. Additionally, an increase of food insecurity with clients has been recorded and the program has provided free food. Lastly, there has been an increase of mental health service needs and The Reentry Center of Brevard has paid for mental health treatment.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan. See attached budget sheet for FY2022-2023.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2022-2023. The City of Cocoa received a Section 108 Loan in the amount of $894,000. Repayments for the Section 108 Loan began in March, 2021 in the amount of $150,000. The City will track revenues received from the project. However, it is not anticipated that the amount of revenue received will exceed $15,000.

DRAFT

Public Notices

Ad#10083151 4/19/2024

NOTICE OF PUBLIC HEARING
PROGRAM YEAR 2024/2025 CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive **$128,609.00** in Community Development Block Grant (CDBG) Entitlement funds and **$74,089.67** in HOME Investment Partnership funds for program Year 2024-2025. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 28, 2024 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the proposed final statement of objectives and projected use of funds for program year 2024-2025 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2024-2025

PUBLIC SERVICES:

Community Services Council (meals on wheels & seniors at lunch) $4000.00
Central Brevard Sharing Center (community kitchen) $5000.00
Salvation Army (meals in domestic violence shelter) $5000.00
Family Promise (rental/mortgage assistance, emergency shelter) $5291.35

CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:

Repayment of Section 108 Loan Guarantee $83,595.85

ADMINISTRATION:

CDBG Administration and Operational funds $24,721.80
Fair Housing Education & Outreach $1,000.00
TOTAL CDBG FUND $128,609.00

PROPOSED FINAL STATEMENT OF HOME PROJECTS FORPROGRAM YEAR 2024-2025

HOUSING: CHDO $57,033.00
HOME: Housing Activity $11,406.60
HOME: Administration and Operational funds $5,650.07
TOTAL HOME FUNDS $74,089.67

Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2024-2025 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at https://www.cocoafl.org/143Housing-Neighborhood-Services. Copies are also available at City Hall, by email request to fforbert@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning April 19, 2024 through May 19, 2024 at 12pm. The Final public hearing is scheduled for Tuesday May 28, 2024 at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert at the City of Cocoa at (321) 433-8520 within 72 week-day hours of the hearing.

15-May-24

HOME ALLOCATIONS FISCAL YEAR 2024/25 Total Allocation - $1,082,067								
MEMBER	HOME ALLOCATION	Consortia Share %	10% Admin	15% CHDO	ACTIVITY	2.57% Admin from Cities to County	Available Admin After County's Distribution	Available Allocation After County's Distribution
	$ 1,082,067.00							
County	$ 411,185.46	39%	41,118.55	$ 61,677.82	$ 308,389.10		$ 58,360.20	$ 428,427.12
Titusville	$ 119,027.37	11%	11,902.74	$ 17,854.11	$ 89,270.53	$ 3,059.00	$ 8,843.73	$ 115,968.37
Cocoa	$ 64,924.02	6%	6,492.40	$ 9,738.60	$ 48,693.02	$ 1,668.55	$ 4,823.85	$ 63,255.47
Melbourne	$ 259,696.08	24%	25,969.61	$ 38,954.41	$ 194,772.06	$ 6,674.19	$ 19,295.42	$ 253,021.89
Palm Bay	$ 227,234.07	21%	22,723.41	$ 34,085.11	$ 170,425.55	$ 5,839.92	$ 16,883.49	$ 221,394.15
TOTALS	**$ 1,082,067.00**	100%	**108,206.70**	**$ 162,310.05**	**$ 811,550.25**	**$ 17,241.66**	**$ 108,206.70**	**$ 1,082,067.00**

Legislation Details (With Text)

File #:	24-310	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/23/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Approval of a Final Plat consistent with Chapter 18 Subdivisions of the City Code for the Lakes at Cocoa Grove and approval of an Improvements Agreement to waive the requirement for filing a performance bond to secure the construction cost estimate of unfinished public improvements associated with the subdivision. (Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1.Lakes at Cocoa Location.pdf 2.Lakes at Cocoa Zoning.pdf 3.Lakes at Cocoa FLU.pdf Final Plat Lakes at Cocoa.pdf IMPROVEMENTS AGREEMENT - Lakes at Cocoa Grove 5.24.pdf Final Draft-POA-Declaration _ Rev4.pdf Conservation Easement Joinder - Lakes at Cocoa Grove_Executed 10085412.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 25, 2024
Agenda Date: May 28, 2024
Prepared By: Eric Raasch, AICP - Inspire Placemaking Collective, Inc.; Contract Planner to the City of Cocoa
Through: Stockton Whitten, City Manager
Requested Action:
Approval of a Final Plat consistent with Chapter 18 Subdivisions of the City Code for the Lakes at Cocoa Grove and approval of an Improvements Agreement to waive the requirement for filing a performance bond to secure the construction cost estimate of unfinished public improvements associated with the subdivision.

BACKGROUND:

Project Information:

The proposed Lakes at Cocoa Grove project is located north of State Road 528 (Beachline) and east of Interstate 95. The Lakes at Cocoa Grove includes one parcel of land identified by the Brevard

County Property Appraiser as parcel identification number 24-35-10-00-3. The proposed project will be accessed through two access points, one on the north side of the property through an extension of Bahia Street and one on the east side of the property through an extension of Osage Street/Angelica Street.

History:

This project dates back to 2004, at which time the City approved Ordinance 31-2004 to annex the subject property into the City of Cocoa. Later in 2004, Brevard County filed a Petition for Writ of Certiorari to challenge the annexation. In 2008, Brevard County and City of Cocoa entered into a Stipulated Settlement Agreement to resolve the outstanding litigation associated with the annexation. This agreement included certain provisions related to density, buffering, and access for the project. In 2019, the City and Virgin Trains USA Florida, LLC entered into a Settlement Implementation Agreement to further outline the responsibilities of the City and the developer as it relates to the development of the property. In 2021, Brightline Trails Florida LLC (f.k.a. Virgin Trains USA Florida, LLC) conveyed the property to the current owner, Mountain Cove Homes at Lakes at Cocoa Grove LLC. On December 19, 2023, the City approved an Amended and Restated Settlement Implementation Agreement, rescinding the prior Settlement Implementation Agreement, and allowing for consideration of up to 350 dwelling units on the property with specific requirements for access, minimum unit square footages, and enhanced recreational amenities. On February 13, 2024, the City approved the Preliminary Subdivision for this project, subject to conditions.

Project Details:

The proposed Lakes at Cocoa Grove subdivision contains 246.43 gross acres, of which 215.58 are proposed for development. The remaining 30.85 acres will be placed into a conservation easement (Tract I) as shown in the Final Plat. This project is proposed to include 350 detached single-family dwelling units. The project is consistent with the prior agreements between the current and previous owners and the City.

Future Land Use Designation: Very Low Density Residential / Conservation

Zoning District: RU-1-7 (Single-Family Residential District)

Existing Land Use: Vacant Land / Borrow Pit

Council District: District 3 - Councilmember Matthew Barringer

Overview of Surrounding Area:

	Future Land Use Des	Zoning Districts	Land Uses
North	RES 1:2.5 (Brevard C	AU - Agricultural Residential (Brevard County)	Single-Family Residential
South	Very Low Density Res Conservation Overlay	PUD - Windward Preserve Planned Unit Development	State Road 528 / Brightline Railroad Tracks and Retention Ponds

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East	RES 1:2.5 (Brevard C	GU - General Use (Brevard County)	Single-Family Residential
West	RES 1:2.5 (Brevard C	AU - Agricultural Residential (Brevard County)	Interstate 95 / Single-Family Residential (West of I-95)

Final Plat Analysis
The submitted application and plans have been reviewed by City staff for consistency with the City's Comprehensive Plan, Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa Code, and the development agreements that were previously approved by the City of Cocoa. Additionally, the City Surveyor has reviewed the Final Plan, and found it consistent with Florida Statutes.

On February 13, 2024, City Council approved the Preliminary Subdivision, subject to conditions. As a condition of that approval, the applicant was required to revise the Preliminary Plat (and forthcoming Final Plat) to address the items documented in Exhibit A, which were outstanding staff comments. Staff has found the application to be in substantial compliance with those conditions, with the exception of the following:

Exhibit A, Planning Division Comment #3 read as follows: **Policy 12.1.6.15.E** states that where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland. The applicant is proposing a minimum 20-foot upland buffer within Tract I and a 5-foot wetland preservation buffer easement along the rear of all of the lots and tracts that abut Tract I. Inspire notes that the lots abutting Tract I are proposed to have a 120' depth, which exceeds the code requirement for the RU-1 -7 zoning district of 100'. *Inspire suggests reducing the lot depth adjacent to Tract I by five feet to eliminate the need for the wetland preservation buffer easements in this location. The City will not accept a 5' conservation easement over the rear of all lots abutting Tract I. The buffers must be located in Tract I or a separate buffer tract to be owned and maintained by the HOA.*

Outstanding Issue #1 for Council Consideration: In lieu of providing a 25-foot upland buffer around the perimeter of Tract I, the applicant has proposed a 20-foot upland buffer and a 5-foot wetland preservation conservation easement along the rear of all lots and tracts that abut Tract I. The City Council will need to determine if this is consistent with the purpose and intent of Comprehensive Plan Policy 12.1.6.15.E. Given the applicant's desire to request modification of this condition of approval, the City staff have requested several additions to the plat notes and HOA Covenants to specifically address activities that will not be permitted in the 5-foot conservation easement along the rear of the lots abutting Tract I. Specifically, Plat Note 10 provides:

10. Tract I and the rear 5.00 feet of all lots abutting Tract I shall be subject to the conservation easement dedicated to the City of Cocoa, as recorded I the Official Records of Brevard County, Book ___, Page ___. No lot owner may construct fences, buildings, signs, or other structures on or above the ground; nor remove any vegetation except for nuisance species; nor excavate nor engage in activities detrimental to drainage, flood control, or water conservation within the conservation easement area. Lot owners are advised to consult the full text of the conservation easement prior to engaging in any uses of the rear 5.00 foot conservation easement.

The HOA Covenants also specifically provide:

Owners of the lots along the northern and eastern perimeter of the LAKES AT COCOA GROVE are subject to a fifteen foot (15') landscaped buffer easement along such northern and eastern perimeter, respectively, except that the eastern landscaped buffer easement may be required to be relocated as described on the plat. Owners of the lots along the northern and eastern perimeter shall not disturb, remove, or cut any vegetation and landscaping in the 15' landscaped buffer. The 15' landscaped buffer shall be maintained by the Association or the District. *Further, Owners of lots abutting Tract I shall be subject to a five-foot conservation easement in the rear yard, adjacent to Tract I, which is part of the wetland buffer. No fences shall be erected in the conservation easement, but may be erected adjacent to the easement. The 5' conservation easement shall be planted with approved wetland vegetation. Owners of the lots along Tract I shall not disturb, remove, or cut any vegetation and landscaping in the 5' conservation easement, except where approved by the City of Cocoa in accordance with the conditions of the conservation easement.*

Outstanding Issue #2 for Council Consideration: Section 18-31 of the City Code establishes that one of the submission requirements for a final plat is filing a performance or surety bond in the amount of one hundred ten percent (110%) of the construction cost estimation of any unfinished portion of the required public improvements for the subdivision. Under the City's typical subdivision process, the preliminary plat does not authorize the sale of lots, but authorizes the developer to commence installation of required improvements in accordance with approved plans and specifications, such as roads, stormwater infrastructure, utilities, etc., prior to requesting approval of the final plat.

In this case, the capital construction of the required public improvements for the subdivision will be accomplished through the Lakes at Cocoa Grove Community Development District (CDD). In particular, the CDD will cause to be constructed the following public improvements that will eventually be owned by the City or Brevard County (referred to collectively as the "City Improvements"):

- Utilities and Sanity Sewer System for Lakes at Cocoa Grove
- Water Distribution System (Potable Water)
- Connector Road: Osage/Angelica
- Roadway Drainage Improvements: Osage/Angelica
- Intersection improvement @ Grissom

As a governmental entity and special purpose district, the CDD will be required to publicly advertise and solicit bids for the construction of the City Improvements and will require its construction contractor following award of the contract to post a payment and performance bond as required by law. Because the CDD will require its construction contractor to post a payment and performance bond at the time the contract is awarded, the CDD has requested that the City waive its performance bond requirement in Section 18-31 of the City Code at the time of the final plat approval and has committed through the proposed Improvements Agreement to require its construction contractor to name the City as a dual obligee on the payment and performance bond under a special Rider at the time of their contract award. This will ensure that the contractor and its surety will be obligated to construct the City Improvements in the event of a default by the CDD or the Developer. The Improvements Agreement provides that should the Developer or District fail to tender to the City a Surety Bond with the executed Dual Obligee Rider by December 1, 2024, the Developer or District shall be required to submit a performance bond to the City of Cocoa to secure the completion of the

City Improvements in accordance with Section 18-31 of the City Code. Essentially, this allows approximately 6 months for the public bidding process to occur. The City Council must consider the waiver request and the proposed Improvements Agreement in lieu of the required performance bond.

Consistency with the Comprehensive Plan

Future Land Use Element

Policy 1.1.2.2: Very Low Density Residential (VLDR). Very low density residential areas consist of neighborhoods of single family detached housing. The following criteria shall be used for determining appropriate locations for very low density residential areas.

a. Very low density residential areas shall be buffered from the nuisance effects of agricultural uses, higher intensity uses and major traffic corridors.

b. Very low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints.

Staff Response: The subject property has a Future Land Use Map (FLUM) designation of Very Low Density Residential with the Conservation Overlay, which allows for consideration of residential densities of up to four (4) dwelling units per acre. The proposed development program results in a gross density of 1.42 dwelling units per acre and a net density (less conservation) of 1.62 dwelling units per acre. As such, the proposed density is below the maximum allowed by the Comprehensive Plan. Moreover, the Stipulated Settlement Agreement with Brevard County provides that the City will limit development to between 300 and 500 total residential units with a gross density permitted by the City to be approximately 2.03 residential units per acre. Accordingly, the gross density is well below the maximum allowed by the Comprehensive Plan and the Stipulated Settlement Agreement with Brevard County.

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

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

Staff Response: A portion of the wetlands within the project area are being proposed to be impacted through this request. The applicant has an approved Environmental Resource Permit (ERP) through the St. Johns Water Management District (SJRWMD), which was issued on February 16, 2023, under permit number 158236-2. The technical analysis provided by SJRWMD for that permit states that the ecological value of the impacted wetlands / surface waters is low, and the proposed mitigation at the Kemcho Mitigation Tract will provide greater long-term ecological value than the impacted wetlands and surface waters. As such, these impacts are consistent with Policy FLU 1.1.2.13 and the City's Comprehensive Plan.

Concurrency Management / Adequate Public Facilities

Wastewater

The Lakes at Cocoa Grove project is going to generate 83,300 gallons per day. The Sellers Plant is currently permitted to treat 3.5 mgd of wastewater. The maximum peak flow over the past three months was 3.83 mgd with typical daily average flows of 2.0 mgd. Thus, there is sufficient capacity for wastewater.

Stormwater Management

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

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

The applicant has an approved Environmental Resource Permit with the St. Johns River Water Management District and is not proposing any deviations from the City of Cocoa's requirements or Water Management District standards.

Potable Water

Per Comprehensive Plan Potable Water policy 7.1.1.1, the City's level of service (LOS) standard for potable water is 122 gallons per capita per day (gpcpd) per Equivalent Residential Connection (ERC), or 340 gallons per day per ERC. In reviewing the development program of 350 dwelling units, this totals an estimated 119,500 gallons per day on average, when including the recreational amenity.

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 available to serve the project.

Solid Waste

The LOS standard for solid waste capacity within the City of Cocoa is 1.2 tons of solid waste disposal per capita per year. The residential collection LOS shall be two 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 project is proposed to have two access points, an extension of Bahia Street to the north of the site and the extension of Osage Street to the east of the site. Both Bahia Street and Osage Street are owned and maintained by Brevard County and the applicant will be required to coordinate directly with the County to determine what improvements will be required to those facilities.

Per the Traffic Impact Study conducted by DRMP dated December of 2022, the project will generate 3,293 daily trips at buildout. As part of DRMP's analysis, segments of Grissom Parkway, Canaveral Groves Boulevard, and Industry Road were evaluated for peak-hour, two-way level of service at projected buildout. The study concluded that all study area roadway segments and intersections would operate at an acceptable capacity and level of service at buildout. However, the study recommends the following improvements for the project:

- Phase 1: Grissom Parkway at Proposed Connector Road: exclusive right-turn lane eastbound on Proposed Connector Road, exclusive right-turn lane southbound on Grissom Parkway, exclusive left-turn lane northbound on Grissom Parkway

- Phase 2: Grissom Parkway at Proposed Connector Road: install traffic signal

Recreation

Per Comprehensive Plan Recreation Policy 10.1.1.3, the LOS standard for recreation facilities is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan Evaluation and Appraisal Report (October 2010) Data and Analysis, Cocoa has 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. Per the U.S. Census, the City's estimated 2022 population was 19,559, which requires 24.45 acres of park and recreation facilities within the City. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Per the U.S. Census, the City has an average of 2.4 persons per household, which would yield a population of 840 people at buildout. Based on the City's LOS, the project will require 1.05 acres of recreation to accommodate the proposed population. The applicant is proposing 12.88 acres of recreation space within the project. Thus, the City has sufficient recreation and parks to support the project and maintain the adopted LOS.

Schools

The applicant has provided documentation from Brevard Public Schools that shows that capacity is available to serve this development.

Consistency with the Code of the City of Cocoa

The submitted application and plans have been reviewed by City staff for consistency with Chapter 18 - Subdivisions and Appendix A - Zoning of the City of Cocoa Code. The subject property is zoned RU-1-7 (Single-Family Residential District) and the following regulations apply:

Sec. 3: RU-1-7, Single-Family District
Principal uses and structures: single-family dwelling units
Minimum lot area: 7,500 square feet
Minimum lot width: 75’
Minimum lot depth: 100 feet
Minimum living area: 1,200 square feet
Maximum height: 35’
Minimum front setback: 25’
Minimum interior lot setback: 8’
Minimum corner lot setback: 15’
Minimum rear setback: 15’

Staff Response: The applicant’s Final Plat has been designed in accordance with these zoning requirements.

Consistency with Applicable Development Agreements
There are the following development agreements are applicable to the property:

Stipulated Settlement Agreement between Brevard County, Florida; the City of Cocoa, Florida, Florida Space Needle, LLC; and Barrera Shores, LLC recorded at Brevard County Official Records Book 5837 / Page 2226

The Stipulated Settlement Agreement was approved by the City, County, and private property owners to resolve litigation associated with the annexation of the subject property. This agreement included measures to ensure that the design of the subject property was compatible with the surrounding area within unincorporated Brevard County. The following provisions were included in the agreement:

- The perimeter lots located on the north and east perimeter of the property shall be no less than 70’ by 140’ in size, with the rear 15’ of the lot dedicated to be a natural buffer.
- The total unit count shall be between 300 and 500 dwelling units.
- The access to Grissom Parkway shall be either through Osage Street / Angelica Street or south along the 100’ wide drainage canal right-of-way, whichever alignment is preferred by Brevard County.
- The owner shall comply with all applicable drainage permitting requirements of the County and/or the St. Johns’ River Water Management District.

Staff Response: In review of the proposed plans, the applicant has complied with the required minimum lots sizes on the perimeter and the required natural buffers. The application contemplates 350 single-family dwelling units, which is within the range required by the agreement. Brevard County selected the Osage Street / Angelica Street alignment for the eastern access point, and that alignment is reflected on the plans. The owner has an approved Environmental Resource Permit through the St. Johns’ River Water Management District. As such, the applicant’s request is consistent with the terms outlined in the Stipulated Settlement Agreement.

Amended and Restated Settlement Implementation Agreement between the City of Cocoa and Mountain Cove Homes at Lakes at Cocoa Grove, LLC

The City of Cocoa entered into a Settlement Implementation Agreement with the applicant's predecessor, Virgin Trains USA, LLC, which was recorded on October 16, 2019. An Amended and Restated Agreement was approved by the City of Cocoa on December 19, 2023. The following provisions were included in the agreement:

- The subdivision shall include a maximum of 350 residential dwelling units.
- The minimum living area under heat and air shall be 1,500 square feet and the minimum average living area under heat and air shall be 1,800 square feet.
- The project shall have two access points; the northern access points shall be at the existing southern terminus of Bahia Street and the eastern access shall be located at the southeast corner of the project to align with Osage/Angelica Street.
- The project shall be consistent with the conceptual development plan shown in Exhibit B of the agreement.
- Project recreational amenities shall include:
    - Central amenity center (community clubhouse) which shall be fully enclosed and air-conditioned with feature pool, open space area, and community pavilion (picnic tables and grills) with state-of-the-art modern tot-lot and playground (with UV rated canopy and/or shade trees);
    - Multi-use sports field;
    - Multi-purpose courts;
    - Smaller common open space lots and areas through the community with benches (with UV rated canopy and/or shade trees);
    - Connected multipurpose trail system;
    - Streetscape design acceptable to the City;
    - Decorative and landscaped entrance features;
    - Residential driveways constructed of stone or brick pavers, or stamped and stained concrete;
    - All utilities constructed underground; and
    - Incorporation of energy efficient features.

Staff Response: The applicant has committed to installing the required amenities for the project. Additionally, recommended conditions of approval have been added to this report to ensure compliance as the applicant works through the City's permitting process.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Based on a 2.4 persons per dwelling unit multiplier, the project can be expected to add 840 persons

to the City's population base. An increase in population will positively affect intergovernmental revenues received where the distribution formula is population based, such as gasoline and sales taxes.

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

PREVIOUS ACTION:

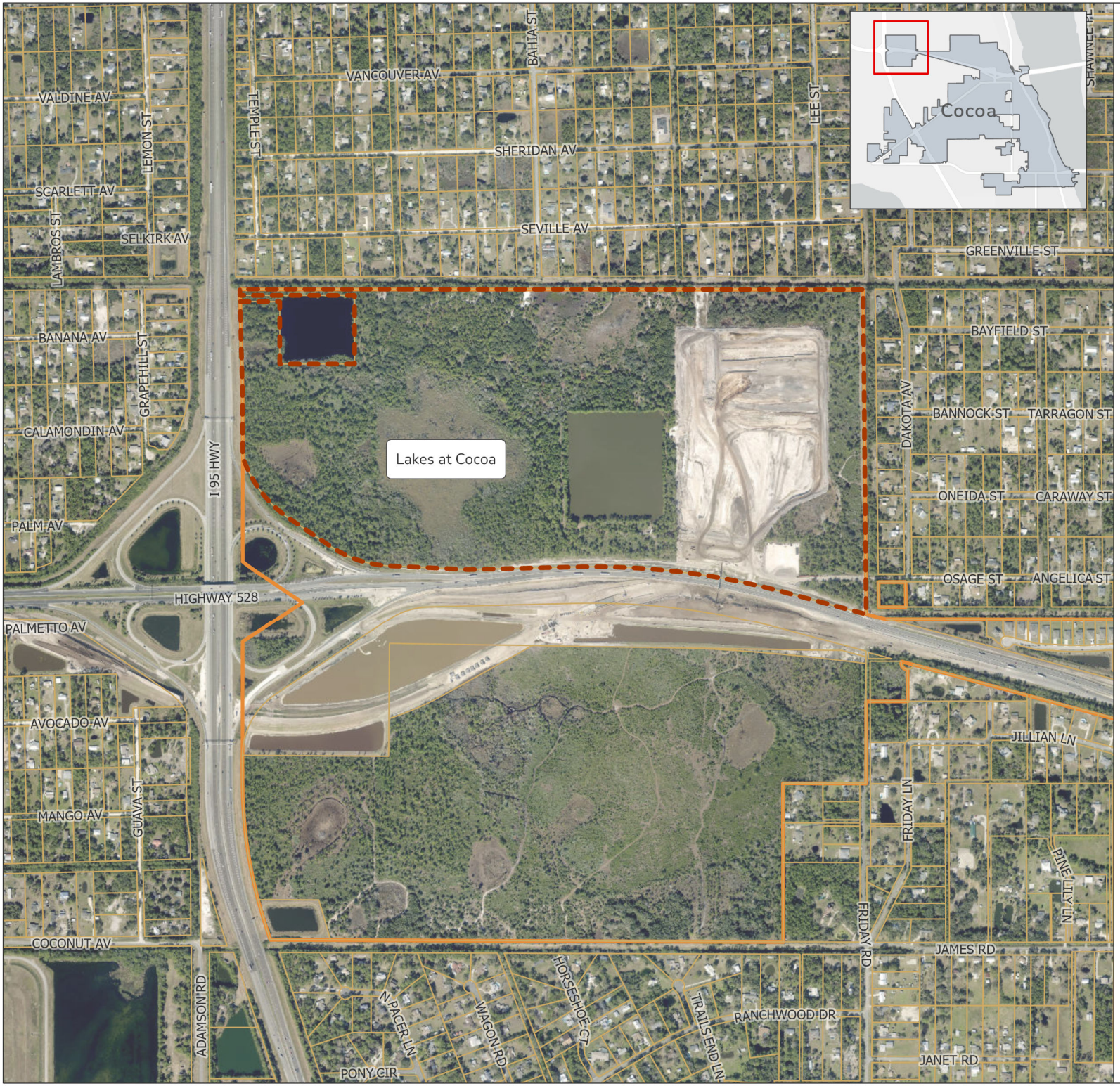
The City of Cocoa has taken the following previous actions related to the subject property:

- **January 1, 2008:** Stipulated Settlement Agreement between Brevard County and the City of Cocoa recorded in Brevard County Records
- **October 16, 2019:** Settlement Implementation Agreement between City of Cocoa Virgin Trains USA Florida, LLC recorded in Brevard County Records
- **February 26, 2020:** Rezone the property to RU-1-7
- **May 23, 2023:** Brevard County Board of County Commissioners selected the Osage/Angelica access route to the project
- **December 19, 2023:** Amended and Restated Settlement Implementation Agreement between City of Cocoa and Mountain Cove Homes at Lakes at Cocoa Grove, LLC approved
- **February 13, 2024:** Preliminary Subdivision Plan approved by the City of Cocoa

RECOMMENDED MOTION:

Staff recommends the City Council **approve** the Final Plat for the Lakes at Cocoa Grove, subject to the conditions set forth below and **approve** the execution of the proposed Improvements Agreement in lieu of requiring a performance bond for the public subdivision improvements.

1. The final plat shall not be recorded until the Improvements Agreement is executed by the Lakes at Cocoa Grove Community Development District and the Developer, Mountain Cove Homes.



Lakes at Cocoa Location

February 02, 2024

- Subject Parcel
- Parcels
- Cocoa City Boundary

N

0 500 1,000 Feet

P20240202-110001.1



Lakes at Cocoa Zoning

February 02, 2024

Subject Parcel

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 500 1,000 Feet

P20240202-110001.2



Lakes at Cocoa Future Land Use

February 02, 2024

Subject Parcel

Future Land Use

- Very Low Density Residential
- Conservation
- Parcels
- Cocoa City Boundary

N

0 500 1,000 Feet

P20240202-110001.3

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

TRACT SUMMARY

Tract	Description	Area (Ac.)	Area (Sq.Ft.)	Ownership	Maintenance Responsibility
A	STORMWATER TRACT	3.78	164,515	C.D.D.	C.D.D.
B	STORMWATER TRACT	11.30	492,396	C.D.D.	C.D.D.
C	STORMWATER TRACT	2.65	115,395	C.D.D.	C.D.D.
D	STORMWATER & AMENITIES TRACT	63.46	2,764,447	C.D.D.	C.D.D.
E	BUFFER TRACT	7.58	330,382	C.D.D.	C.D.D.
F	LANDSCAPE SIGNAGE & AMENITIES TRACT	0.25	10,805	H.O.A.	H.O.A.
G	LANDSCAPE SIGNAGE & AMENITIES TRACT	0.21	9,347	H.O.A.	H.O.A.
H	RECREATION / PARK	0.88	38,262	H.O.A.	H.O.A.
I	PRESERVATION TRACT / CONSERVATION EASEMENT	30.85	1,343,614	C.D.D.	C.D.D.
J	UTILITIES / DRAINAGE TRACT	0.84	36,433	H.O.A.	H.O.A.
K	LIFT STATION TRACT	0.07	2,914	CITY OF COCOA	CITY OF COCOA
L	RECREATION / PARK	0.08	3,312	H.O.A.	H.O.A.
M	RECREATION / PARK	0.35	15,405	H.O.A.	H.O.A.
N	OPEN SPACE / RECREATION	0.08	3,624	H.O.A.	H.O.A.
O	DRAINAGE / RECREATION	0.24	10,487	H.O.A.	H.O.A.
P	DRAINAGE / RECREATION	0.15	6,429	H.O.A.	H.O.A.
Q	CLUBHOUSE / RECREATION / UTILITY	6.15	267,787	H.O.A.	H.O.A.
R	SPORTS FIELD / RECREATION / UTILITY	3.26	142,223	H.O.A.	H.O.A.
S	RECREATION	2.08	90,461	H.O.A.	H.O.A.
T	UTILITIES / DRAINAGE TRACT	0.82	35,552	H.O.A.	H.O.A.
U	PRIVATE RIGHT-OF-WAY	24.07	1,048,554	H.O.A.	H.O.A.
V	LIFT STATION TRACT	0.06	2,507	CITY OF COCOA	CITY OF COCOA
W	OPEN SPACE	1.06	46,005	H.O.A.	H.O.A.
X	DRAINAGE & UTILITY TRACT	0.09	4,004	H.O.A.	H.O.A.
	Area	160.35	6,984,860		

NOTES:

1. BEARINGS HEREON ARE BASED ON THE NORTH LINE OF NORTHWEST 1/4 OF SECTION 10, BEING S 89°58'02" E, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD 83/09).
2. THE RECORDING OF THIS PLAT CREATES A NONEXCLUSIVE PUBLIC EASEMENT 10.00 FEET IN WIDTH ACROSS THE FRONT OF ALL LOTS AND TRACTS, PARALLEL WITH AND ADJACENT TO ALL ROAD RIGHTS-OF-WAY WITH THE EXCEPTION OF LANDS OUTSIDE THE BOUNDARY OF THE PLAT AND ARE HEREBY DEDICATED FOR THE INSTALLATION OF ELECTRIC AND OTHER PUBLIC UTILITIES.
3. A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT 10.00 FEET IN WIDTH ACROSS THE REAR OF ALL LOTS AND TRACTS IS HEREBY DEDICATED TO THE PUBLIC FOR CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES EXCEPT FOR LOTS 25 THROUGH 40 BLOCK A; LOTS 1 THROUGH 2 AND LOTS 23 THROUGH 27 BLOCK B; LOTS 1 THROUGH 32 BLOCK C; LOTS 6 THROUGH 10 BLOCK E; LOTS 1 THROUGH 12 BLOCK J; LOTS 1 THROUGH 39 BLOCK K; TRACTS E, F, G, H, I, K, L, M, O, T, U, V, X.
4. A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT 5.00 FEET IN WIDTH ALONG ALL SIDE LOT LINES IS HEREBY DEDICATED TO THE PUBLIC FOR CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES EXCEPT FOR THE FOLLOWING: LINE 31/32 BLOCK A; LINE 1/2 BLOCK B; LINE 6/7 BLOCK B; LINE 9/10 BLOCK B; LINE 13/14 BLOCK B; LINE 17/18 BLOCK B; LINE 22/23 BLOCK B; LINE 26/27 BLOCK B; LINE 2/3 BLOCK C; NORTH LINE OF LOT 4 BLOCK C; LINE 26/27 BLOCK C; LINE 4/5 BLOCK D; LINE 12/13 BLOCK D; LINE 17/18 BLOCK D; LINE 23/24 BLOCK D; LINE 28/29 BLOCK D; LINE NORTH SIDE LOT 1 BLOCK E; LINE 5/6 BLOCK E; SOUTH SIDE LOT 10 BLOCK E; LINE 2/3 BLOCK F; LINE 8/9 BLOCK F; LINE 14/15 BLOCK F; LINE 20/21 BLOCK F; LINE 5/6 BLOCK G; LINE 9/10 BLOCK G; LINE 5/6 BLOCK H; LINE 12/13 BLOCK H; LINE 19/20 BLOCK H; LINE 27/28 BLOCK H; LINE 1/2 BLOCK J; LINE 3/4 BLOCK L; LINE 8/9 BLOCK L; LINE 13/14 BLOCK L; LINE 18/19 BLOCK L; LINE 23/24 BLOCK L; LINE 37/38 BLOCK L; LINE 5/6 BLOCK M; LINE 10/11 BLOCK M; LINE 16/17 BLOCK M.
5. AS UTILIZED IN THE NOTES AND AS SHOWN HEREON, THE TERM "ELECTRIC" EASEMENT SHALL SPECIFICALLY INCLUDE FLORIDA POWER AND LIGHT CO. AND SHALL NOT EXCLUDE OTHER SUPPLIERS OF ELECTRICITY.
6. ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER NO SUCH SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, GAS, TELEPHONE, OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. TRACTS A, B, C AND D WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT (CDD) AS STORM WATER TRACTS. ANY/ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
8. TRACT E WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT (CDD) AS A BUFFER TRACT.
9. TRACTS F AND G WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS LANDSCAPE, SIGNAGE AND AMENITIES TRACTS.
10. TRACT I (INCLUDING ALL WETLAND BUFFERS) WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT (CDD) AS A CONSERVATION & PRESERVATION TRACT. ANY/ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. TRACT I AND THE REAR 5.00 FEET OF ALL LOTS ABUTTING TRACT I SHALL BE SUBJECT TO THE CONSERVATION EASEMENT DEDICATED TO THE CITY OF COCOA, AS RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, BOOK _____, PAGE _____. NO LOT OWNER MAY CONSTRUCT FENCES, BUILDINGS, SIGNS, OR OTHER STRUCTURES ON OR ABOVE THE GROUND; NOR REMOVE ANY VEGETATION EXCEPT FOR NUISANCE SPECIES; NOR EXCAVATE NOR ENGAGE IN ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, OR WATER CONSERVATION WITHIN THE CONSERVATION EASEMENT AREA. LOT OWNERS ARE ADVISED TO CONSULT THE FULL TEXT OF THE CONSERVATION EASEMENT PRIOR TO ENGAGING IN ANY USES OF THE REAR 5.00 FOOT CONSERVATION EASEMENT.
11. TRACTS H, M, L, N AND S WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS RECREATION TRACTS. ANY/ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
12. TRACT J, AND T WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS UTILITY & DRAINAGE TRACTS.
13. TRACT K AND TRACT V WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE CITY OF COCOA FOR LIFT STATIONS.
14. TRACTS O AND P WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS DRAINAGE AND RECREATION TRACTS. ANY/ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
15. TRACT Q WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS A CLUBHOUSE, RECREATION AND UTILITY TRACT. ANY/ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
16. TRACT R WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS A SPORTS FIELD, RECREATION AND UTILITY TRACT. ANY/ALL AMENITIES WITHIN THESE TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
17. TRACT U WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED THE HOMEOWNERS ASSOCIATION AS A PRIVATE RIGHT-OF-WAY TRACT. A PUBLIC UTILITY EASEMENT OVER ALL OF TRACT U IS HEREBY DEDICATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
18. TRACT W WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS AN OPEN SPACE TRACT.
19. TRACT X WILL BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS A DRAINAGE & UTILITY TRACT. A DRAINAGE AND PUBLIC UTILITY EASEMENT OVER ALL OF TRACT X IS HEREBY DEDICATED TO THE PUBLIC FOR CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF DRAINAGE AND PUBLIC UTILITIES.
20. MAINTENANCE OF ALL DRAINAGE STRUCTURES, EASEMENTS AND STORM WATER FACILITIES IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
21. SUBDIVISION SIGNAGE TO BE PROVIDED/PERMITTED BY DEVELOPER CONSISTENT WITH CITY OF COCOA CODE.
22. WATER MAINS (WITH THE EXCEPTION OF WATER LATERALS) SHALL BE CONVEYED TO THE CITY OF COCOA.
23. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7-9).
24. SEE SHEET 2 FOR OVERALL BOUNDARY INFORMATION. SEE SHEETS 3 THROUGH 11 FOR INDIVIDUAL LOT AND TRACT DIMENSIONS AND INFORMATION.
25. THE CITY OF COCOA, FLORIDA, BREVARD COUNTY, FLORIDA, THE STATE OF FLORIDA, AND THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA SHALL BE ALLOWED ACCESS ON THE PRIVATE DRIVES, PEDESTRIAN WAYS, EASEMENTS, AND COMMON OPEN SPACES TO ENSURE AND PROVIDE FOR THE POLICE AND FIRE PROTECTION OF THE AREA, INGRESS AND EGRESS FOR LAW ENFORCEMENT AND EMERGENCY VEHICLES, MAIL AND PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, AND TO ENSURE THE HEALTH, WELFARE, AND SAFETY OF THE RESIDENTS AND GUESTS OF RESIDENTS.
26. AT THE TIME OF RECORDING, THIS PLAT IS SUBJECT TO THE FOLLOWING: THE CITY OF COCOA/FLORIDA SPACE NEEDLE, LLC PRECEDING DEVELOPMENT AGREEMENT; THE STIPULATED SETTLEMENT AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, OFFICIAL RECORDS BOOK 5837, PAGE 2226; AND THE AMENDED AND RESTATED SETTLEMENT IMPLEMENTATION AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, OFFICIAL RECORDS BOOK 9996, PAGE 1567.
27. THE CITY OF COCOA AND BREVARD COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE DRAINAGE EASEMENTS AND STORMWATER TRACTS SHOWN ON THIS PLAT, INCLUDING WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, AND THE UNDERGROUND STORMWATER DRAINAGE PIPES AND ABOVE GROUND INLET STRUCTURES TO BE CONSTRUCTED IN OR ON SUCH DRAINAGE EASEMENTS AND STORMWATER TRACTS, IN THE EVENT OF AN EMERGENCY AND IS GRANTED AN EASEMENT FOR SUCH PURPOSES. TO THE EXTENT THAT THE CITY OR COUNTY OPTS TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, THE DRAINAGE EASEMENTS AND STORMWATER TRACTS SHOWN ON THIS PLAT, AND THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, THE FREQUENCY, QUALITY OR EXTENT OF SUCH MAINTENANCE, REPAIR, REPLACEMENT, AND CARE WILL BE SUBJECT TO THE CITY OR COUNTY'S DISCRETION. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF COCOA AND BREVARD COUNTY FOR SAID PURPOSE OVER THE STORMWATER TRACTS AND PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT.
28. THE PROPERTY IN THIS PLAT IS SUBJECT TO THE COMMUNITY DECLARATION FOR THE LAKES AT COCOA GROVE POA RECORDED IN THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, BOOK ____, PAGE ____ AND ANY SUPPLEMENT AND/OR AMENDMENT(S) THERETO. THE PUBLIC EASEMENTS CONTAINED IN THE COMMUNITY DECLARATION FOR THE LAKES AT COCOA GROVE POA ARE HEREBY DEDICATED TO THE PUBLIC.
29. FOR JOINDERS AND DEDICATION SEE O.R. BOOK _____, PG_____ OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
30. TO THE EXTENT THAT THE 15' WIDE PRIVATE INGRESS/EGRESS AND UTILITY EASEMENT PER ORB 78, PAGE 639, IS NOT VACATED BY THE QUIET TITLE SUIT INITIATED BY MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC V. EPIC, INC., CASE NO. 05-2024-CA-014930-XXCA-BC IN BREVARD COUNTY CIRCUIT COURT, THE 15' LANDSCAPE BUFFER AND EASEMENT TO THE MOUNTAIN COVE HOMES HOMEOWNER'S ASSOCIATION SHALL SHIFT 15 FEET TO THE WEST TO ENCUMBER A TOTAL OF 30 FEET OF THE LOTS ON THE EASTERN PERIMETER.
31. PURSUANT TO SECTION 10 OF THE COMMUNITY DECLARATION FOR THE LAKES AT COCOA GROVE POA, THE COMMON AREAS AND FACILITIES OF THE ASSOCIATION, INCLUDING LIGHTING, PERIMETER WALLS, ENTRANCE FEATURES, ROADS, LANDSCAPING, IRRIGATION AREAS, WATERWAYS, PONDS, SURFACE WATER MANAGEMENT SYSTEMS, WETLANDS MITIGATION AREAS, PARKS, RECREATIONAL OR OTHER SERVICES, SECURITY OR COMMUNICATION, AND COMMON AREA TRACTS, MAY BE DEDICATED OR TRANSFERRED TO THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, A SPECIAL TAXING DISTRICT, FOR MAINTENANCE AND/OR OPERATION OF ANY OF THE FOREGOING COMMON AREAS AND FACILITIES; PROVIDED, HOWEVER, THAT ANY SUCH DEDICATION OR TRANSFER SHALL NOT RESULT IN EXPENSE TO THE GENERAL TAXPAYERS OF THE CITY (OTHER THAN LOT OWNERS) OR THE ASSUMPTION BY THE CITY OF ANY RESPONSIBILITY FOR MAINTENANCE OF ANY PORTION OF THE COMMON AREAS.

LEGEND:

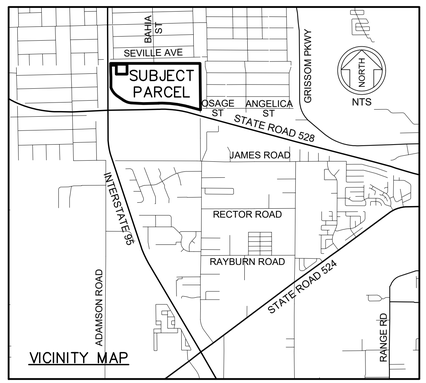
BMEG	BUSSEN-MAYER ENGINEERING	R	RADIUS
FND	FOUND	Δ	CENTRAL ANGLE
CM	CONCRETE MONUMENT	L	ARC LENGTH
RB/C	IRON REBAR WITH SURVEYOR'S CAP	CH	CHORD
PRM	PERMANENT REFERENCE MONUMENT	CB	CHORD BEARING
LB	LICENSED BUSINESS	(NR)	NON-RADIAL
LS	LICENSED SURVEYOR	(R)	RADIAL
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	TYPICAL
		(NTS)	NOT TO SCALE
CCR	CERTIFIED CORNER RECORD	ESMT	EASEMENT
R/W	RIGHT-OF-WAY	HOA	HOMEOWNER'S ASSOCIATION
PC	POINT-OF-CURVATURE	LA	LIMITED ACCESS
PT	POINT-OF-TANGENCY	■	FOUND CONCRETE MONUMENT
PI	POINT-OF-INTERSECTION	□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
PRC	POINT-OF-REVERSE-CURVATURE		
POC	POINT ON CURVE	△	SET NAIL & DISK "DRMP LB2648 PCP"
POL	POINT ON LINE		
RP	RADIUS POINT	○	SET 5/8" RE-BAR W/SURVEYOR'S CAP "DRMP LB2648"
℄	CENTERLINE		

DESCRIPTION:

A PARCEL OF LAND AS DESCRIBED IN O.R. BOOK 8563 PAGE 760 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S. 00°31'49" E., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2602.21 FEET TO A POINT LYING 44.08 FEET N. 00°31'49" E. OF THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 AS SHOWN ON SECTION MAP 70007-2508; THENCE N. 74°59'21" W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 693.63 FEET TO THE POINT-OF-CURVATURE OF A 5879.58 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°24'08" A DISTANCE OF 1683.16 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 83°11'25" W. AND A CHORD DISTANCE OF 1677.42 FEET; THENCE S. 88°36'31" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 858.67 FEET; THENCE N. 87°23'29" W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 638.50 FEET TO THE POINT-OF-CURVATURE OF A 900.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE STATE ROAD NO. 528 AND I-95 INTERCHANGE; THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°18'50" A DISTANCE OF 491.88 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 71°44'04" W. AND A CHORD DISTANCE OF 485.78 FEET; THENCE N. 56°04'39" W., ALONG SAID STATE ROAD 528/I-95 RIGHT-OF-WAY LINE, A DISTANCE OF 398.70 FEET TO A NON-TANGENT POINT ON A 969.79 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°46'38" A DISTANCE OF 639.42 FEET, SAID CURVE HAVING A CHORD BEARING OF N. 37°11'20" W. AND A CHORD DISTANCE OF 627.90 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF I-95 PER FDOT MAP SECTION 70220; THENCE N. 00°11'53" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 566.36 FEET; THENCE N. 01°55'04" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 300.93 FEET; THENCE N.01°20'38" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 376.15 FEET TO A POINT ON THE SOUTH LINE OF A BORROW PIT NO. 19 HAUL ROAD; THENCE S. 89°58'02 E., ALONG SAID SOUTH LINE, A DISTANCE OF 318.30 FEET TO A POINT ON THE WEST LINE OF BORROW PIT NO. 19 PER FDOT PROJECT NO. 70220-2402; THENCE ALONG THE WEST, SOUTH, EAST AND NORTH LINES OF SAID BORROW PIT, THE FOLLOWING FOUR COURSES; S. 00°01'58" W. A DISTANCE OF 500.00 FEET; THENCE S. 89°58'02" E. A DISTANCE OF 600.00 FEET; THENCE N. 00°01'58" E. A DISTANCE OF 550.00 FEET; THENCE N. 89°58'02" W. A DISTANCE OF 919.51 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF I-95; THENCE N. 01°20'38" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 10; THENCE S. 89°58'02" E., ALONG SAID NORTH LINE, A DISTANCE OF 2337.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE S. 89°58'06" E., ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 10, A DISTANCE OF 2665.57 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 246.43 ACRES MORE OR LESS.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY.

NOTE:
STREETS & RIGHT-OF-WAYS SHOWN HEREON ARE TO BE PRIVATELY OWNED AND MAINTAINED BY LAKES OF COCOA GROVES HOME OWNERS ASSOCIATION. AN EASEMENT FOR ACCESS AND EMERGENCY MAINTENANCE IS HEREBY GRANTED TO CITY OF COCOA AND ALL APPLICABLE GOVERNMENT AGENCIES.

DRMP

J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

PLAT BOOK_____ PAGE_____

SHEET 1 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, the owner in fee simple of the lands described in

LAKES AT COCOA GROVE

hereby dedicates said lands as follows: Tract U is hereby declared to be a private road and shall remain private and is dedicated to The Lakes at Cocoa Grove Homeowners Assoc., its successors and/or assigns, for road right-of-way and drainage purposes subject to an easement granted to the City of Cocoa, public utilities and other public agencies for the purpose of access, installation, operation, inspection and maintenance of public utilities and for ingress and egress for law enforcement and emergency vehicles, mail and package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services; and hereby dedicates Tract K and Tract V for the purpose of public lift station facilities; to the City of Cocoa; and hereby dedicates public easements as graphically shown or described in the notes herein as public to the City of Cocoa.

No other easements or tracts are dedicated to or granted to the public. It being the intention of the undersigned that all other easements and tracts created by this plat be privately owned and maintained by each lot owner and that the City of Cocoa and the public have no right or interest therein.

The notes herein are hereby adopted by the undersigned, and the dedications made in said notes are hereby included in this dedication.

IN WITNESS WHEREOF, the undersignd has caused these presents to be signed and attested to by the officer named below and its corporate seal to be affixed hereto on _____ (Date)

By _____
VICTOR F. SOLORZANO, MANAGER
MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC
4878 SW 74TH COURT
MIAMI, FL 33155

Attest: _____

Signed and sealed in the presence of:

_____ _____
(Print Name) (Print Name)
_____ _____
(Address) (Address)

STATE OF FLORIDA COUNTY OF _____
THIS IS TO CERTIFY, the foregoing instrument was acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____, as authorized person of the above named company, incorporated under the laws of the State of Florida, to me known to be the individual and officer 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 _____ SEAL

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on April 23, 2024 he completed a boundary survey of the lands as shown in the foregoing plat; the plat was prepared under my direction and supervision and that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon and that the plat complies with all the survey requirements of Chapters 177, Part 1 & 472 Florida Statutes; and that said land is located in the City of Cocoa, Brevard County, Florida.
Dated _____

_____ Registration No. 4524
JOSEPH BARRY CABANISS P.L.S.
DRMP, INC. - CERTIFICATE OF AUTHORIZATION NO. L.B. #2648
100 PARNELL STREET - MERRITT ISLAND, FL 32953

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I hereby certify that I have reviewed the foregoing plat and find that it complies with all the requirements of Chapter 177, Part 1, Florida Statutes.

_____ Registration No. 7288
EDWIN MUNOZ JR.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____ the city council of the City of Cocoa, Florida approved the foregoing plat.

_____
MICHAEL C. BLAKE, MAYOR

_____
MONICA ARSENAULT, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on _____ at _____, File No. _____

_____
Clerk of the Circuit Court in and for Brevard County, Fla.

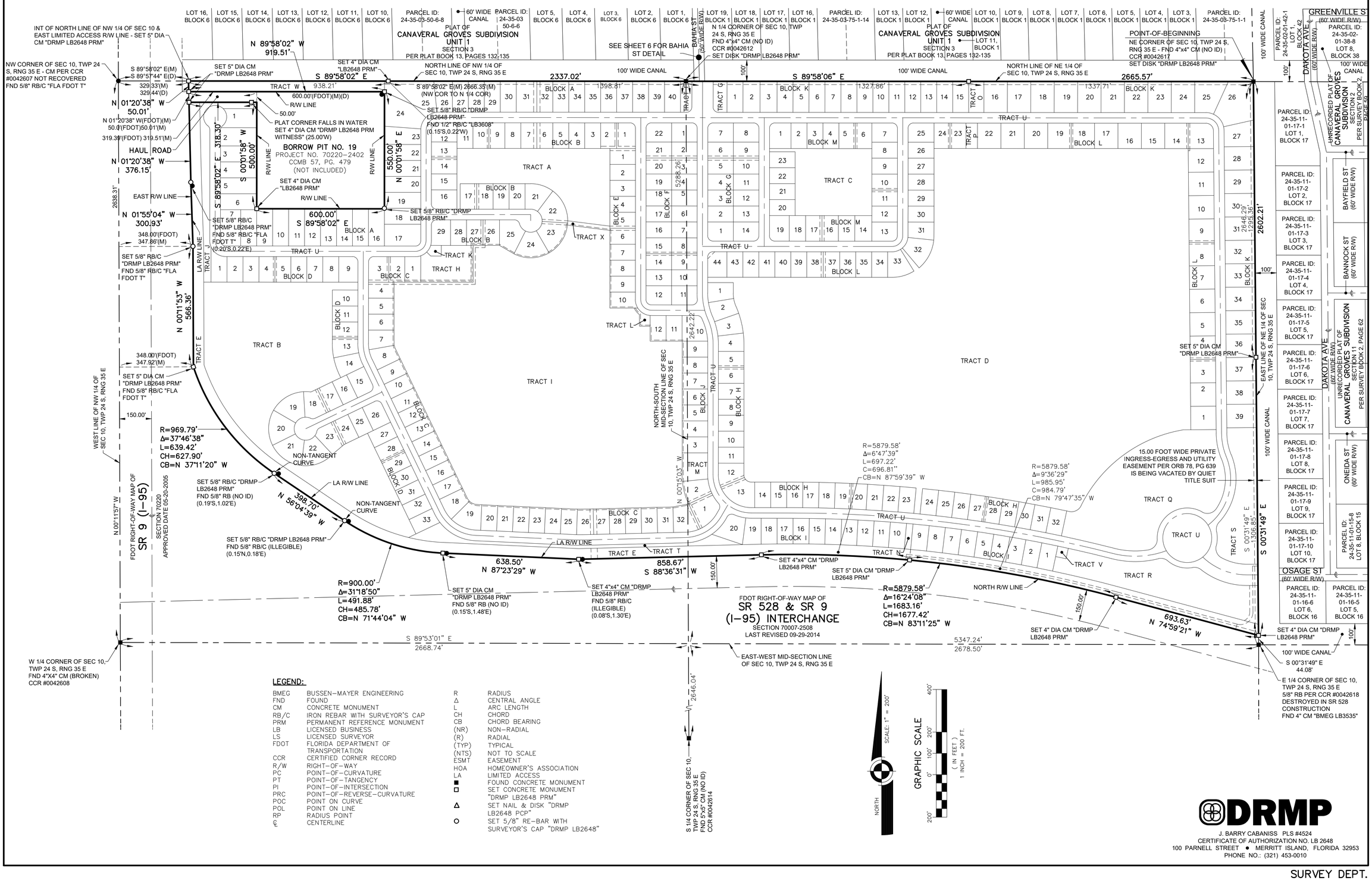
PROJECT #21-0569.000/412401

SURVEY DEPT.

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK_____ PAGE_____
SHEET 2 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.



LEGEND:

BMEG	BUSSEN-MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT-OF-WAY
PC	POINT-OF-CURVATURE
PT	POINT-OF-TANGENCY
PI	POINT-OF-INTERSECTION
PRC	POINT-OF-REVERSE-CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE

R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON-RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
△	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"

DRMP
J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

SURVEY DEPT.

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK_____ PAGE_____
SHEET 3 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.

LOT 16, BLOCK 6 | LOT 15, BLOCK 6 | LOT 14, BLOCK 6 | LOT 13, BLOCK 6 | LOT 12, BLOCK 6 | LOT 11, BLOCK 6 | LOT 10, BLOCK 6 | PARCEL ID: 24-35-03-50-6-8 | 60.00' 60' WIDE CANAL | PARCEL ID: 24-35-03-50-6-6

PLAT OF CANAVERAL GROVES SUBDIVISION UNIT 1 SECTION 3 PER PLAT BOOK 13, PAGES 132-135

INT OF NORTH LINE OF NW 1/4 OF SEC 10 & EAST LIMITED ACCESS R/W LINE – SET 4" CM "DRMP LB2648 PRM" (TYP)

NORTH LINE OF NW 1/4 OF SEC 10, TWP 24 S, RNG 35 E

100.00' WIDE CANAL

S 89°58'02" E

S 89°58'02" E 920.71'

N 01°20'38" W 50.01'

TRACT W
46,005 s.f.
1.06 acres

N 00°02'08" E 50.00'

2337.02'

N 89°58'02" W 919.51'

PHILLIP MEDVIN TRUSTEE
ORB 5232, PG 3505

NOT A PART OF PLAT

S 89°58'02" E 318.30'

S 89°58'02" E 268.29'

30.00'

N 01°20'38" W(FDOT)(M) 50.0'(FDOT)50.01'(M)

SET 4" CM "DRMP LB2648 PRM" (TYP)

S 89°58'02" E 50.01'

N 89°58'02" W (NR) 157.65'

C20 54.00' RP C21 TOTAL C19 C18 C17 C16

1 13,271 s.f. 0.30 acres

N 89°58'02" W (NR) 167.59'

2 14,521 s.f. 0.33 acres

50.00' 74.76' 89.47' 85.47' 500.00'

25.00' 25.00'

N 89°58'02" W 170.00'

3 12,750 s.f. 0.29 acres

N 89°58'02" W 170.00'

4 12,750 s.f. 0.29 acres

N 89°58'02" W 170.00'

5 12,750 s.f. 0.29 acres

N 89°58'02" W 170.00'

6 12,751 s.f. 0.29 acres

S 00°02'08" W 4.93' 70.08'

N 89°57'52" W 170.00' 50.00'

N 01°20'38" W 376.15'

N 01°20'38" W 374.69'

TRACT E
330,382 s.f.
7.58 acres

TRACT J
36,433 s.f.
0.84 acres

ZAMIA COURT
50' PRIVATE R/W
TRACT U

519.76' 580.92' 519.76'

S 00°01'58" W 75.00' N 00°01'58" E

N 01°55'04" W 300.93'

N 01°55'04" W 301.43'

LA R/W LINE

FDOT RIGHT-OF-WAY MAP OF SR 9 (I-95) SECTION 70220 APPROVED DATE 05-20-2005

N 00°11'53" W 566.36'

N 00°11'53" W 169.07'

N 00°11'53" W 389.97'

34.06'

S 89°58'02" E 600.00'

N 89°57'52" W 724.06'

TRACT B
492,396 s.f.
11.30 acres

MATCHLINE – SEE SHEET 4

BLOCK A

7 16,015 s.f. 0.37 acres

R=50.00' Δ=89°59'50" L=78.54' CH=70.71' CB=N 44°57'57" W

8 12,750 s.f. 0.29 acres | 9 13,120 s.f. 0.30 acres | 10 13,120 s.f. 0.30 acres | 11 13,120 s.f. 0.30 acres | 12 13,121 s.f. 0.30 acres | 13 13,121 s.f. 0.30 acres | 14 13,121 s.f. 0.30 acres | 15 13,121 s.f. 0.30 acres | 16 13,122 s.f. 0.30 acres

N 00°02'08" E 174.93' | 174.94' | 174.94' | 174.95' | 174.95' | 174.96' | 174.96'

75.00' | 95.00' | 25.00'

S 89°57'52" E 890.72'
N 89°57'52" W 890.72'
645.72'
N 89°57'52" W 595.72'

ZAMIA COURT
50' PRIVATE R/W
TRACT U

1 9,889 s.f. 0.23 acres | 2 9,000 s.f. 0.21 acres | 3 9,000 s.f. 0.21 acres | 4 9,000 s.f. 0.21 acres | 15.00' PRIVATE DRAINAGE ESMT | 5 9,000 s.f. 0.21 acres | 6 9,000 s.f. 0.21 acres | 7 9,000 s.f. 0.21 acres | 8 9,000 s.f. 0.21 acres | 9 10,666 s.f. 0.24 acres

N 00°02'08" E 120.00' | 7.50' | 95.00'

BLOCK D

5.72' C24 C23 TOTAL C25 C15 PT PC

R=50.00' Δ=89°59'50" L=78.54' CH=70.71' CB=N 44°57'57" W

NAPIER STREET
50' PRIVATE R/W

N 00°02'08" E 432.01'

TRACT B
492,396 s.f.
11.30 acres

S 00°02'08" W 36.76'

N 89°57'52" W 120.00'

10 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

50.00' 25.00' 25.00'

MATCHLINE – SEE SHEET 4

BLOCK A

17 17,320 s.f. 0.40 acres

R=50.00' Δ=90°00'00" L=78.54' CH=70.71' CB=N 45°02'08" E

N 00°01'58" E 2.27'

18 12,805 s.f. 0.29 acres

N 89°57'52" W 170.73'

19 12,805 s.f. 0.29 acres

N 89°57'52" W 170.73'

20 12,805 s.f. 0.29 acres

N 89°57'52" W 170.74'

21 12,805 s.f. 0.29 acres

N 89°57'52" W 170.74'

22 12,806 s.f. 0.29 acres

N 89°57'52" W 170.74'

23 13,572 s.f. 0.31 acres

N 85°44'05" W (R) 171.45'

24 26,606 s.f. 0.61 acres

N 45°52'12" W (R) 246.74'

25 22,168 s.f. 0.51 acres

N 06°00'20" W (R) 147.14'

15.00' LANDSCAPE BUFFER & EASEMENT TO HOA

17.50'

213.82' 87.85' 75.00' 75.00' 75.00'

BLOCK A

26 11,689 s.f. 0.27 acres | 27 10,939 s.f. 0.25 acres | 28 10,939 s.f. 0.25 acres | 29 10,939 s.f. 0.25 acres

N 00°01'58" E 145.85'

C9 63.43' 75.00' 75.00' 75.00'

R=60.00' Δ=89°59'50" L=94.24' CH=84.85' CB=N 45°02'03" E

C10 C11 TOTAL C12 PC PT

161.93' 550.00' 85.80' 66.89'

S 89°58'02" E 1163.42'

25.00' 25.00' 50.00'

S 89°58'02" E 898.42'

85.00' 75.00' 75.00' 75.00'

12 10,537 s.f. 0.24 acres | 11 9,000 s.f. 0.21 acres | 10 9,000 s.f. 0.21 acres | 9 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

N 00°02'08" E 120.00' | 90.00' | 7.50'

15.00' PRIVATE DRAINAGE ESMT

55.00' 50.00' 30.00'

S 89°58'02" E 718.42'

13 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

14 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

15 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

16 10,781 s.f. 0.25 acres

N 00°01'58" E 519.12' | 345.96' | 395.96' | 285.95'

S 00°02'08" W

TRACT A
164,515 s.f.
3.78 acres

BLOCK B

S 89°58'02" E 331.16'

17 9,300 s.f. 0.21 acres | 18 9,300 s.f. 0.21 acres | 19 9,000 s.f. 0.21 acres

77.50' 77.50' 75.00'

N 00°01'58" E 120.00'

20.00' PRIVATE DRAINAGE ESMT

10.00' 15.00'

N 89°58'02" W 441.15'

S 89°58'02" E 491.16'

CENTIPEDE COURT
50' PRIVATE R/W
TRACT U

S 89°58'02" E 365.00'

50.00' 25.00' 25.00'

C130 65.00' 75.00' 77.50' 77.50'

29 10,690 s.f. 0.25 acres | 28 9,000 s.f. 0.21 acres | 27 9,300 s.f. 0.21 acres | 26 9,300 s.f. 0.21 acres

N 00°02'08" E 73.16' 123.16'

BLOCK B

C128 93.26' 43.26'

50.00' 75.00' 77.50'

L3 N 89°58'02" W 149.75'

N 00°01'58" E 50.00'

TRACT K
2,914 s.f.
0.07 acres

C127 L1 L2

TRACT H
38,262 s.f.
0.88 acres

31.49' 46.01' 123.51' S 89°58'02" E

10.00'

20.00' PRIVATE DRAINAGE ESMT

5.00' WIDE WETLAND PRESERVATION BUFFER EASEMENT

S 00°02'08" W 173.17'

5.00'

ZAMIA COURT
50' PRIVATE R/W

C129 C130 PI PC

R=50.00' Δ=90°00'00" L=78.54' CH=70.71' CB=N 45°02'08" E

N 00°01'58" E 2.27'

17 17,320 s.f. 0.40 acres

N 89°57'52" W 170.73'

18 12,805 s.f. 0.29 acres

N 89°57'52" W 170.73'

19 12,805 s.f. 0.29 acres

N 89°57'52" W 170.73'

20 12,805 s.f. 0.29 acres

N 89°57'52" W 170.74'

21 12,805 s.f. 0.29 acres

N 89°57'52" W 170.74'

22 12,806 s.f. 0.29 acres

N 89°57'52" W 170.74'

23 13,572 s.f. 0.31 acres

N 85°44'05" W (R) 171.45'

24 26,606 s.f. 0.61 acres

N 45°52'12" W (R) 246.74'

25 22,168 s.f. 0.51 acres

N 06°00'20" W (R) 147.14'

15.00' LANDSCAPE BUFFER & EASEMENT TO HOA

17.50'

213.82' 87.85' 75.00' 75.00' 75.00'

BLOCK A

26 11,689 s.f. 0.27 acres | 27 10,939 s.f. 0.25 acres | 28 10,939 s.f. 0.25 acres | 29 10,939 s.f. 0.25 acres

N 00°01'58" E 145.85'

C9 63.43' 75.00' 75.00' 75.00'

R=60.00' Δ=89°59'50" L=94.24' CH=84.85' CB=N 45°02'03" E

C10 C11 TOTAL C12 PC PT

161.93' 550.00' 85.80' 66.89'

S 89°58'02" E 1163.42'

25.00' 25.00' 50.00'

S 89°58'02" E 898.42'

85.00' 75.00' 75.00' 75.00'

12 10,537 s.f. 0.24 acres | 11 9,000 s.f. 0.21 acres | 10 9,000 s.f. 0.21 acres | 9 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

N 00°02'08" E 120.00' | 90.00' | 7.50'

15.00' PRIVATE DRAINAGE ESMT

55.00' 50.00' 30.00'

S 89°58'02" E 718.42'

13 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

14 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

15 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

16 10,781 s.f. 0.25 acres

N 00°01'58" E 519.12' | 345.96' | 395.96' | 285.95'

S 00°02'08" W

TRACT A
164,515 s.f.
3.78 acres

BLOCK B

S 89°58'02" E 331.16'

17 9,300 s.f. 0.21 acres | 18 9,300 s.f. 0.21 acres | 19 9,000 s.f. 0.21 acres

77.50' 77.50' 75.00'

N 00°01'58" E 120.00'

20.00' PRIVATE DRAINAGE ESMT

10.00' 15.00'

N 89°58'02" W 441.15'

S 89°58'02" E 491.16'

CENTIPEDE COURT
50' PRIVATE R/W
TRACT U

S 89°58'02" E 365.00'

50.00' 25.00' 25.00'

C130 65.00' 75.00' 77.50' 77.50'

29 10,690 s.f. 0.25 acres | 28 9,000 s.f. 0.21 acres | 27 9,300 s.f. 0.21 acres | 26 9,300 s.f. 0.21 acres

N 00°02'08" E 73.16' 123.16'

BLOCK B

C128 93.26' 43.26'

50.00' 75.00' 77.50'

L3 N 89°58'02" W 149.75'

N 00°01'58" E 50.00'

TRACT K
2,914 s.f.
0.07 acres

C127 L1 L2

TRACT H
38,262 s.f.
0.88 acres

31.49' 46.01' 123.51' S 89°58'02" E

10.00'

20.00' PRIVATE DRAINAGE ESMT

5.00' WIDE WETLAND PRESERVATION BUFFER EASEMENT

S 00°02'08" W 173.17'

5.00'

BLOCK C

3 11,266 s.f. 0.26 acres | 2 9,000 s.f. 0.21 acres | 1 9,035 s.f. 0.21 acres

C124 S 89°57'52" E 195.00' C125 C126 (R) C126 TOTAL C26 PI

70.00' 75.00' 50.00'

N 00°02'08" E 120.00' | 7.50' | 95.00' | 124.29'

15.00' PRIVATE DRAINAGE ESMT

10.00' 10.00' 95.00'

N 00°02'08" E 432.01'

NAPIER STREET
50' PRIVATE R/W

25.00' 50.00' 75.00'

N 89°57'52" W 120.00'

20.00' PRIVATE DRAINAGE ESMT

4 9,000 s.f. 0.21 acres

N 89°57'52" W 120.00'

5.00' WIDE WETLAND PRESERVATION BUFFER EASEMENT

N 89°57'52" W 371.50'

TRACT I
1,343,614 s.f.
30.85 acres

10.00' N 89°57'52" W 246.50'

20.00' PRIVATE DRAINAGE ESMT

MATCHLINE – SEE SHEET 5

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C9	85.00'	6°02'18"	8.96'	8.95'	S 87°00'49" W
C10	85.00'	39°51'52"	59.14'	57.95'	S 64°03'44" W
C11	85.00'	39°51'52"	59.14'	57.95'	S 24°11'51" W
C12	85.00'	4°13'48"	6.27'	6.27'	S 02°09'02" W
C13	85.00'	89°59'50"	133.51'	120.21'	S 45°02'03" W
C14	25.00'	90°00'00"	39.27'	35.36'	S 45°02'08" W
C15	25.00'	89°59'50"	39.27'	35.35'	N 44°57'57" W
C16	25.00'	25°22'03"	11.07'	10.98'	N 12°42'59" E
C17	25.00'	25°22'02"	11.07'	10.98'	N 38°05'01" E
C18	25.00'	50°44'05"	22.14'	21.42'	N 25°24'00" E
C19	54.00'	96°58'23"	91.39'	80.87'	N 02°16'51" E
C20	54.00'	184°29'47"	173.88'	107.92'	S 41°32'46" W
C21	54.00'	281°28'10"	265.28'	68.35'	N 89°58'02" W
C22	25.00'	50°44'05"	22.14'	21.42'	S 25°20'05" E
C23	75.00'	22°31'11"	29.48'	29.29'	S 11°13'38" E
C24	75.00'	67°28'39"	88.33'	83.31'	S 56°13'32" E
C25	75.00'	89°59'50"	117.81'	106.06'	S 44°57'57" E
C26	25.00'	90°00'00"	39.27'	35.36'	S 44°57'52" E
C124	25.00'	90°00'00"	39.27'	35.36'	N 45°02'08" E
C125	75.00'	19°28'16"	25.49'	25.37'	N 80°18'00" E
C126	75.00'	25°29'42"	33.37'	33.10'	N 57°49'01" E
C127	75.00'	28°06'21"	36.79'	36.42'	N 31°01'00" E
C128	75.00'	16°55'41"	22.16'	22.08'	N 08°29'59" E
C129	75.00'	90°00'00"	117.81'	106.07'	N 45°02'08" E
C130	25.00'	89°59'50"	39.27'	35.35'	N 45°02'03" E
C138	25.00'	90°00'10"	39.27'	35.36'	N 44°57'57" W
C139	35.00'	89°59'50"	54.98'	49.50'	N 45°02'03" E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 44°55'50" W	26.53'
L2	N 89°58'02" W	50.00'
L3	N 89°58'02" W	50.00'

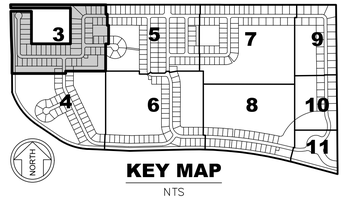
LEGEND:

BMEG	BUSSEN-MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT-OF-WAY
PC	POINT-OF-CURVATURE
PT	POINT-OF-TANGENCY
PI	POINT-OF-INTERSECTION
PRC	POINT-OF-REVERSE-CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON-RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
△	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"

SCALE: 1" = 60'

GRAPHIC SCALE
(IN FEET)
1 INCH = 60 FT.
120' 60' 30' 0' 60'

NORTH



KEY MAP
NTS

DRMP
J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK____ PAGE____

SHEET 4 OF 11

SECTION 10 TWP. 24 S., RANGE 35 E.

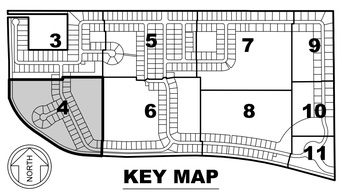
SCALE: 1" = 60'

GRAPHIC SCALE

(IN FEET)

1 INCH = 60 FT.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C27	225.00'	11°26'23"	44.92'	44.85'	S 05°41'04" E
C28	225.00'	14°16'27"	56.05'	55.91'	S 18°32'28" E
C29	225.00'	25°42'50"	100.98'	100.13'	S 12°49'17" E
C30	25.00'	90°00'00"	39.27'	35.36'	S 19°19'18" W
C31	25.00'	50°44'06"	22.14'	21.42'	S 89°41'20" W
C32	54.00'	28°22'55"	26.75'	26.48'	N 79°08'04" W
C33	54.00'	56°40'39"	53.42'	51.27'	S 58°20'09" W
C34	54.00'	56°40'39"	53.42'	51.27'	S 01°39'30" W
C35	54.00'	56°40'39"	53.42'	51.27'	S 55°01'09" E
C36	54.00'	60°02'29"	56.58'	54.03'	N 66°37'17" E
C37	54.00'	23°00'49"	21.69'	21.54'	N 25°05'38" E
C38	54.00'	281°28'10"	265.28'	68.35'	S 25°40'42" E
C39	25.00'	50°44'05"	22.14'	21.42'	N 38°57'16" E
C40	25.00'	90°00'00"	39.27'	35.36'	S 70°40'42" E
C41	225.00'	12°22'15"	48.58'	48.49'	S 31°51'50" E
C42	225.00'	49°20'31"	193.77'	187.83'	S 62°43'13" E
C43	225.00'	61°42'46"	242.35'	230.80'	S 56°32'05" E
C118	175.00'	42°28'07"	129.71'	126.76'	N 66°09'25" W
C119	175.00'	19°14'39"	58.78'	58.50'	N 35°18'02" W
C120	175.00'	61°42'46"	188.49'	179.51'	N 56°32'05" W
C121	175.00'	15°44'45"	48.09'	47.94'	N 17°48'19" W
C122	175.00'	9°58'05"	30.45'	30.41'	N 04°56'55" W
C123	175.00'	25°42'50"	78.54'	77.88'	N 12°49'17" W
C215	174.00'	52°44'29"	160.17'	154.57'	S 70°16'17" W
C216	174.00'	56°40'39"	172.12'	165.19'	N 55°01'09" W
C217	174.00'	56°40'39"	172.12'	165.19'	N 01°39'30" E
C218	174.00'	56°40'39"	172.12'	165.19'	N 58°20'09" E
C219	174.00'	11°12'16"	34.03'	33.97'	S 87°43'24" E
C220	345.00'	14°16'27"	85.95'	85.73'	N 18°32'28" W
C221	345.00'	11°26'23"	68.88'	68.77'	N 05°41'04" W
C229	57.57'	9°28'58"	9.53'	9.52'	S 05°19'27" E
C230	57.57'	15°01'48"	15.10'	15.06'	S 17°34'50" E
C231	55.81'	18°56'37"	18.45'	18.37'	S 35°38'42" E
C232	55.81'	41°46'46"	40.70'	39.80'	S 66°00'24" E



KEY MAP

NTS

DRMP

J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

MATCHLINE – SEE SHEET 3

N 00°11'53" W 566.36'

N 00°11'53" W 389.97'

TRACT E
330,382 s.f.
7.58 acres

TRACT B
492,396 s.f.
11.30 acres

TRACT I
1,343,614 s.f.
30.85 acres

TRACT B
492,396 s.f.
11.30 acres

TRACT T
35,552 s.f.
0.82 acres

TRACT E
330,382 s.f.
7.58 acres

BLOCK D

BLOCK C

SCUTCH COURT
50' PRIVATE R/W

NAPIER STREET
50' PRIVATE TRACT U R/W

15.00' PRIVATE DRAINAGE ESMT

20.00' PRIVATE DRAINAGE ESMT

5.00' WIDE WETLAND PRESERVATION BUFFER EASEMENT

LA R/W LINE

MATCHLINE – SEE SHEET 6

FDOT RIGHT-OF-WAY MAP OF
SR 528 & SR 9
(I-95) INTERCHANGE
SECTION 70007-2508
LAST REVISED 09-29-2014

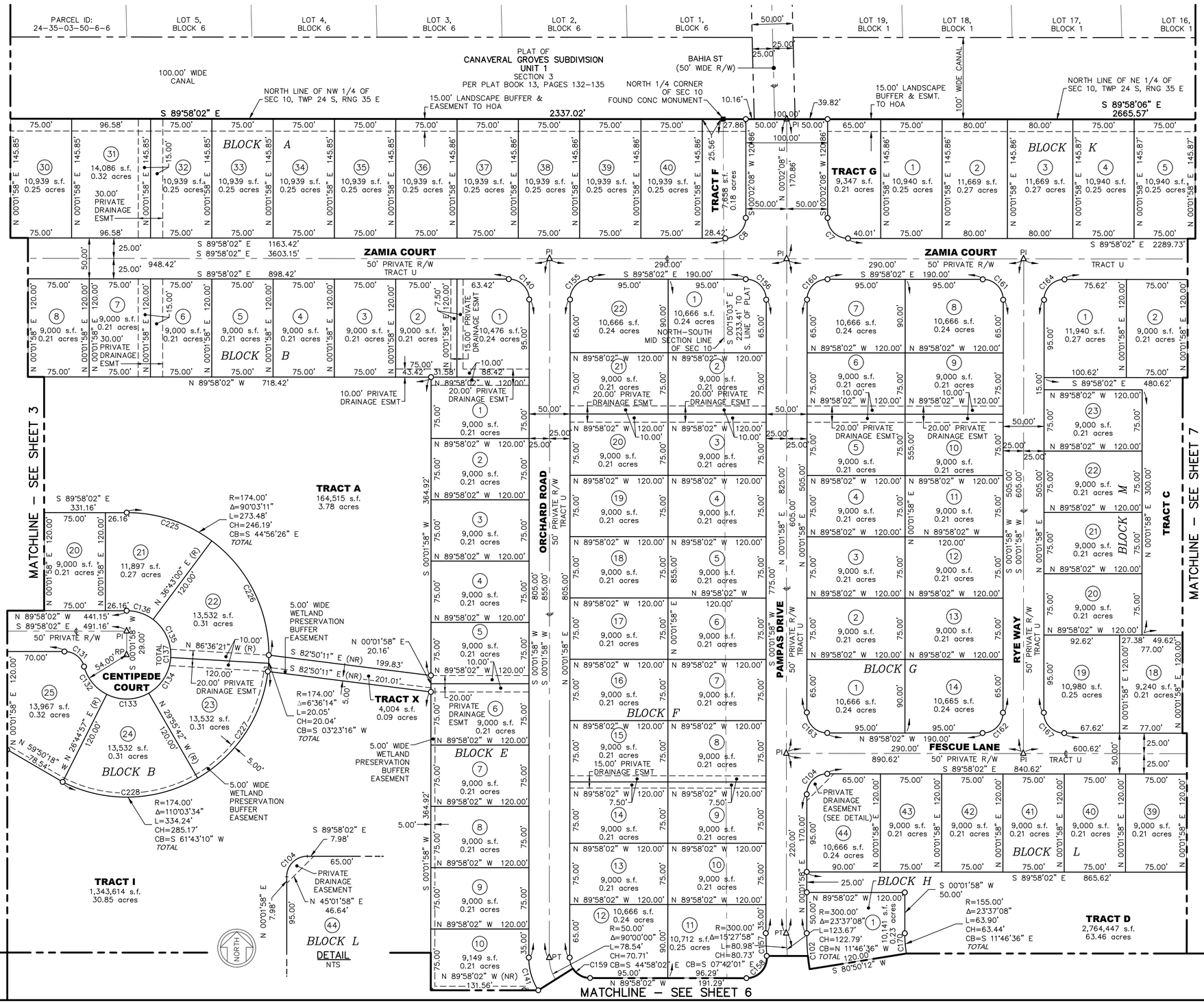
LEGEND:

BMEG	BUSSEN-MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT-OF-WAY
PC	POINT-OF-CURVATURE
PT	POINT-OF-TANGENCY
PI	POINT-OF-INTERSECTION
PRC	POINT-OF-REVERSE-CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON-RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
△	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK_____ PAGE_____
SHEET 5 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.



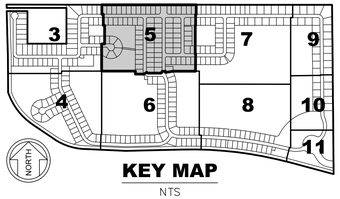
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C7	25.00'	90°00'10"	39.27'	35.36'	N 44°57'57" W
C8	25.00'	89°59'50"	39.27'	35.35'	S 45°02'03" W
C102	275.00'	9°11'46"	44.14'	44.09'	N 04°33'55" W
C104	25.00'	90°00'00"	39.27'	35.36'	N 45°01'58" E
C131	25.00'	74°35'03"	32.54'	30.29'	S 52°40'31" E
C132	54.00'	47°52'04"	45.11'	43.81'	S 39°19'01" E
C133	54.00'	56°40'39"	53.42'	51.27'	N 88°24'37" E
C134	54.00'	56°40'39"	53.42'	51.27'	N 31°43'58" E
C135	54.00'	56°40'39"	53.42'	51.27'	N 24°56'41" W
C136	54.00'	36°41'02"	34.57'	33.99'	N 71°37'31" W
C137	54.00'	254°35'03"	239.94'	85.92'	N 37°19'29" E
C140	25.00'	90°00'00"	39.27'	35.36'	S 44°58'02" E
C141	75.00'	32°13'51"	42.19'	41.64'	S 16°04'58" E
C155	25.00'	90°00'00"	39.27'	35.36'	N 45°01'58" E
C156	25.00'	90°00'00"	39.27'	35.36'	S 44°58'02" E
C157	325.00'	4°55'02"	27.89'	27.88'	S 02°25'33" E
C158	25.00'	94°55'02"	41.42'	36.84'	S 42°34'27" W
C159	25.00'	90°00'00"	39.27'	35.36'	N 44°58'02" W
C160	25.00'	90°00'00"	39.27'	35.36'	N 45°01'58" E
C161	25.00'	90°00'00"	39.27'	35.36'	S 44°58'02" E
C162	25.00'	90°00'00"	39.27'	35.36'	S 45°01'58" W
C163	25.00'	90°00'00"	39.27'	35.36'	N 44°58'02" W
C164	25.00'	90°00'00"	39.27'	35.36'	N 45°01'58" E
C167	25.00'	90°00'00"	39.27'	35.36'	N 44°58'02" W
C170	155.00'	9°11'46"	24.88'	24.85'	S 04°33'55" E
C225	174.00'	36°41'02"	111.41'	109.51'	S 71°37'31" E
C226	174.00'	56°40'39"	172.12'	165.19'	S 24°56'41" E
C227	174.00'	56°40'39"	172.12'	165.19'	S 31°43'58" W
C228	174.00'	56°40'39"	172.12'	165.19'	S 88°24'37" W

LEGEND:

DRMP	DYER, RIDDLE, MILLS AND PRECOURT
BMEG	BUSSEN-MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT-OF-WAY
PC	POINT-OF-CURVATURE
PT	POINT-OF-TANGENCY
PI	POINT-OF-INTERSECTION
PRC	POINT-OF-REVERSE-CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON-RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
△	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"

SCALE: 1" = 60'

GRAPHIC SCALE
120' 60' 30' 0' 60'
(IN FEET)
1 INCH = 60 FT.



KEY MAP
NTS

DRMP
J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

PLAT BOOK_____ PAGE_____
SHEET 6 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

MATCHLINE – SEE SHEET 4

MATCHLINE – SEE SHEET 5

MATCHLINE – SEE SHEET 7

MATCHLINE – SEE SHEET 8

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C222	325.00'	19°25'19"	110.17'	109.64'	N 15°20'10" W
C223	325.00'	5°39'29"	32.09'	32.08'	N 02°47'46" W
C224	90.00'	25°28'54"	40.03'	39.70'	N 39°05'45" W
C233	355.00'	0°41'22"	4.27'	4.27'	S 87°44'09" E
C234	355.00'	3°18'39"	20.51'	20.51'	S 89°44'10" E

TRACT I
1,343,614 s.f.
30.85 acres

TRACT L
3,312 s.f.
0.08 acres

TRACT M
15,405 s.f.
0.35 acres

TRACT T
35,552 s.f.
0.82 acres

TRACT E
330,382 s.f.
7.58 acres

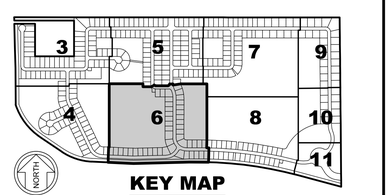
TRACT D
2,764,447 s.f.
63.46 acres

LEGEND:

BMEG	BUSSEN–MAYER ENGINEERING	R	RADIUS
FND	FOUND	Δ	CENTRAL ANGLE
CM	CONCRETE MONUMENT	L	ARC LENGTH
RB/C	IRON REBAR WITH SURVEYOR'S CAP	CH	CHORD
PRM	PERMANENT REFERENCE MONUMENT	CB	CHORD BEARING
LB	LICENSED BUSINESS	(NR)	NON–RADIAL
LS	LICENSED SURVEYOR	(R)	RADIAL
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	TYPICAL
		(NTS)	NOT TO SCALE
CCR	CERTIFIED CORNER RECORD	ESMT	EASEMENT
R/W	RIGHT–OF–WAY	HOA	HOMEOWNER'S ASSOCIATION
PC	POINT–OF–CURVATURE	LA	LIMITED ACCESS
PT	POINT–OF–TANGENCY	■	FOUND CONCRETE MONUMENT
PI	POINT–OF–INTERSECTION	□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
PRC	POINT–OF–REVERSE–CURVATURE	△	SET NAIL & DISK "DRMP LB2648 PCP"
POC	POINT ON CURVE	○	SET 5/8" RE–BAR WITH SURVEYOR'S CAP "DRMP LB2648"
POL	POINT ON LINE		
RP	RADIUS POINT		
℄	CENTERLINE		

FDOT RIGHT–OF–WAY MAP OF
SR 528 & SR 9
(I–95) INTERCHANGE
SECTION 70007–2508
LAST REVISED 09–29–2014

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C29	225.00'	25°42'50"	100.98'	100.13'	S 12°49'17" E
C44	525.00'	4°00'01"	36.65'	36.65'	S 89°23'29" E
C45	225.00'	33°27'06"	131.37'	129.51'	N 71°52'58" E
C46	225.00'	25°19'31"	99.45'	98.65'	N 42°29'39" E
C47	225.00'	58°46'37"	230.82'	220.83'	N 59°13'12" E
C48	25.00'	83°45'36"	36.55'	33.38'	N 71°42'41" E
C49	205.00'	16°19'32"	58.41'	58.21'	S 74°34'17" E
C50	205.00'	7°13'59"	25.88'	25.86'	S 86°21'02" E
C51	205.00'	23°33'31"	84.29'	83.70'	S 78°11'17" E
C52	6049.58'	0°01'30"	2.62'	2.62'	S 89°57'17" E
C53	6049.58'	0°43'22"	76.31'	76.30'	S 89°34'52" E
C54	6049.58'	0°43'20"	76.26'	76.26'	S 88°51'31" E
C72	6049.58'	14°20'33"	1514.36'	1510.41'	S 82°47'45" E
C91	6099.58'	0°42'06"	74.69'	74.69'	N 89°10'13" W
C92	6099.58'	0°26'45"	47.48'	47.48'	N 89°44'39" W
C93	6099.58'	12°34'23"	1338.49'	1335.80'	N 83°40'51" W
C94	155.00'	67°29'19"	182.57'	172.20'	N 56°13'22" W
C95	155.00'	22°30'41"	60.90'	60.51'	N 11°13'22" W
C96	155.00'	90°00'00"	243.47'	219.20'	N 44°58'02" W
C97	325.00'	6°53'46"	39.12'	39.09'	N 03°24'55" W
C98	325.00'	12°18'04"	69.77'	69.64'	N 13°00'50" W
C99	325.00'	4°25'18"	25.08'	25.07'	N 21°22'31" W
C100	325.00'	23°37'08"	133.97'	133.03'	N 11°46'36" W
C101	275.00'	14°25'22"	69.22'	69.04'	N 16°22'29" W
C103	275.00'	23°37'08"	113.36'	112.56'	N 11°46'36" W
C112	175.00'	35°03'31"	107.08'	105.42'	S 47°21'39" W
C113	175.00'	23°43'06"	72.44'	71.93'	S 76°44'58" W
C114	175.00'	58°46'37"	179.52'	171.76'	S 59°13'12" W
C115	475.00'	3°18'39"	27.45'	27.44'	N 89°44'10" W
C116	475.00'	0°41'22"	5.71'	5.71'	N 87°44'09" W
C117	475.00'	4°00'01"	33.16'	33.16'	N 89°23'29" W
C142	75.00'	53°30'33"	70.04'	67.53'	S 58°57'10" E
C143	75.00'	4°15'36"	5.58'	5.57'	S 87°50'14" E
C144	75.00'	90°00'00"	117.81'	106.07'	S 44°58'02" E
C145	25.00'	68°11'47"	29.76'	28.03'	S 55°52'09" E
C146	325.00'	1°48'55"	10.30'	10.30'	S 22°40'43" E
C147	275.00'	20°24'38"	97.96'	97.45'	S 13°22'51" E
C148	275.00'	3°12'30"	15.40'	15.40'	S 01°34'17" E
C149	275.00'	23°37'08"	113.36'	112.56'	S 11°46'36" E
C150	203.85'	5°41'25"	20.25'	20.24'	S 02°43'27" E
C151	203.85'	19°30'17"	69.39'	69.06'	S 15°19'18" E
C152	203.85'	16°11'03"	57.58'	57.39'	S 33°09'58" E
C153	203.85'	41°22'45"	147.22'	144.04'	S 20°34'07" E
C154	25.00'	70°58'07"	30.97'	29.02'	S 05°39'10" E
C158	25.00'	94°55'02"	41.42'	36.84'	S 42°34'27" W
C171	155.00'	14°25'22"	39.02'	38.91'	S 16°22'29" E
C172	445.00'	4°25'18"	34.34'	34.33'	S 21°22'31" E
C173	445.00'	12°18'04"	95.54'	95.36'	S 13°00'50" E
C174	445.00'	6°53'46"	53.56'	53.53'	S 03°24'55" E
C175	35.00'	22°30'41"	13.75'	13.66'	S 11°13'22" E
C176	35.00'	67°29'18"	41.23'	38.88'	S 56°13'22" E
C177	6219.58'	0°26'45"	48.42'	48.41'	S 89°44'39" E
C178	6219.58'	0°42'06"	76.16'	76.16'	S 89°10'13" E
C211	5929.58'	0°43'20"	74.75'	74.75'	N 88°51'31" W
C212	5929.58'	0°43'20"	74.74'	74.74'	N 89°34'51" W
C213	5929.58'	0°43'29"	75.00'	75.00'	S 89°41'45" W
C214	5929.58'	0°43'29"	75.01'	75.01'	S 88°58'16" W



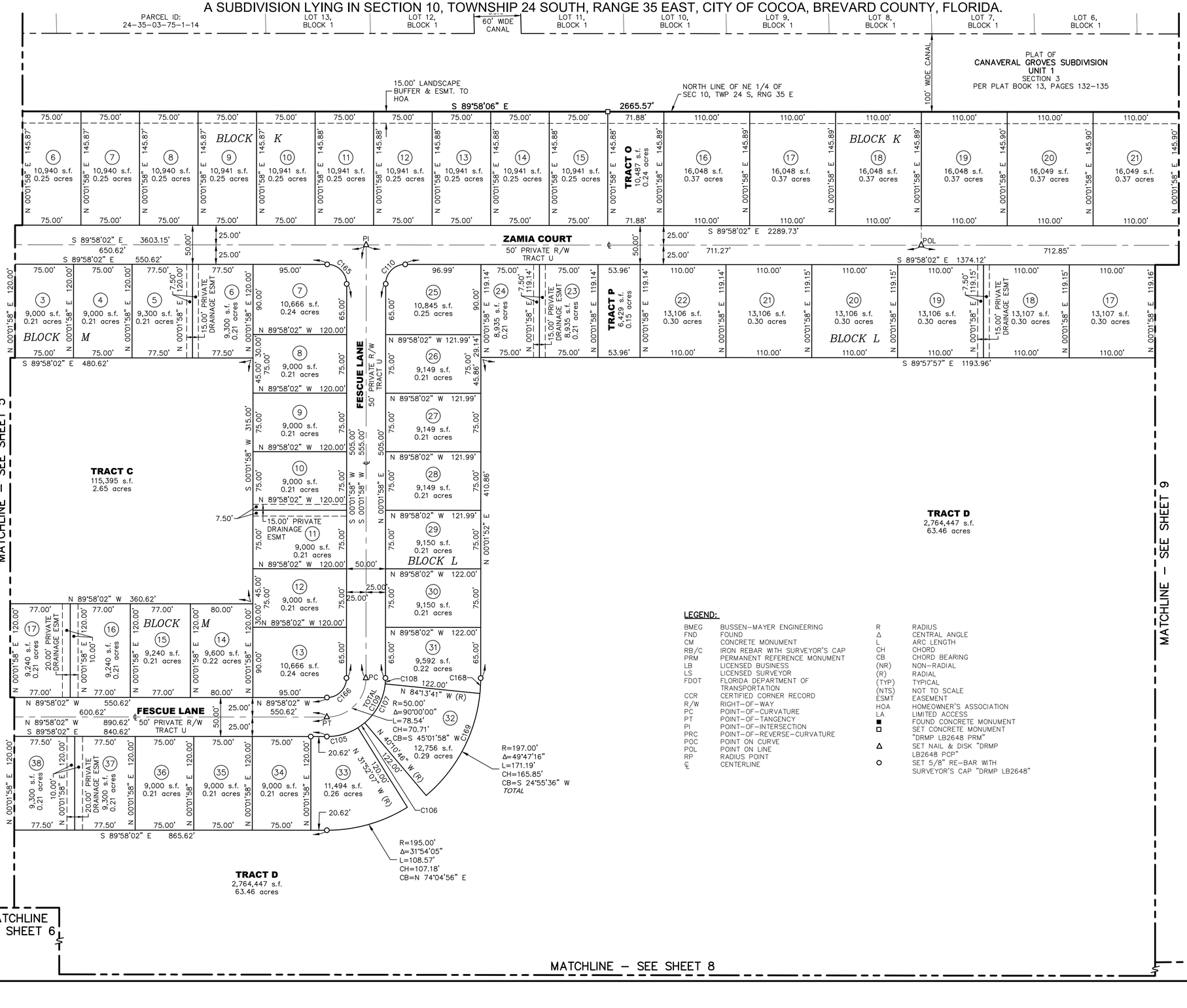
KEY MAP
NTS

DRMP
J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK_____ PAGE_____
SHEET 7 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.

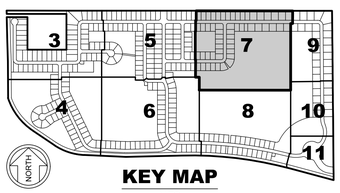


CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C105	75.00'	31°54'05"	41.76'	41.22'	N 74°04'56" E
C106	75.00'	8°18'39"	10.88'	10.87'	N 53°58'34" E
C107	75.00'	44°02'55"	57.66'	56.25'	N 27°47'47" E
C108	75.00'	5°44'21"	7.51'	7.51'	N 02°54'09" E
C109	75.00'	90°00'00"	117.81'	106.07'	N 45°01'58" E
C110	25.00'	90°00'00"	39.27'	35.36'	N 45°01'58" E
C165	25.00'	90°00'00"	39.27'	35.36'	S 44°58'02" E
C166	25.00'	90°00'00"	39.27'	35.36'	S 45°01'58" W
C168	197.00'	5°44'21"	19.74'	19.72'	S 02°54'09" W
C169	197.00'	44°02'55"	151.45'	147.75'	S 27°47'47" W

SCALE: 1" = 60'
NORTH
GRAPHIC SCALE
(IN FEET)
1 INCH = 60 FT.

LEGEND:

BMEG	BUSSEN-MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT-OF-WAY
PC	POINT-OF-CURVATURE
PT	POINT-OF-TANGENCY
PI	POINT-OF-INTERSECTION
PRC	POINT-OF-REVERSE-CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON-RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
Δ	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"



KEY MAP
NTS

DRMP

J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

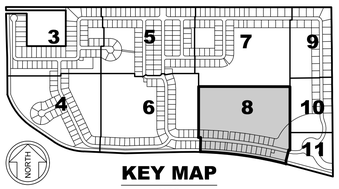
PLAT BOOK____ PAGE____
SHEET 8 OF 11
SECTION 10 TWP. 24 S., RANGE 35 E.

MATCHLINE – SEE SHEET 7

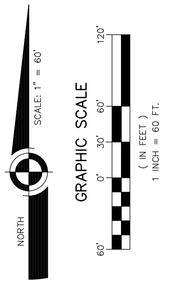
MATCHLINE – SEE SHEET 6

MATCHLINE – SEE SHEET 10

MATCHLINE – SEE SHEET 11



KEY MAP
NTS



LEGEND:

BMEG	BUSSEN–MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT–OF–WAY
PC	POINT–OF–CURVATURE
PT	POINT–OF–TANGENCY
PI	POINT–OF–INTERSECTION
PRC	POINT–OF–REVERSE–CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE

R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON–RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
△	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE–BAR WITH SURVEYOR'S CAP "DRMP LB2648"

TRACT D
2,764,447 s.f.
63.46 acres

TRACT Q
267,787 s.f.
6.15 acres

TRACT N
3,624 s.f.
0.08 acres

TRACT E
330,382 s.f.
7.58 acres

TRACT V
2,507 s.f.
0.06 acres

TRACT R
142,223 s.f.
3.26 acres

PAMPAS DRIVE
50' PRIVATE R/W
TRACT U

BLOCK H
BLOCK I

R=6219.58'
Δ=5'21'27"
L=581.56'
CH=581.35'
CB=S 87°17'19" E
TOTAL

R=6219.58'
Δ=6°25'45"
L=697.91'
CH=697.54'
CB=S 81°06'52" E
TOTAL

R=655.00'
Δ=54°27'10"
L=622.50'
CH=599.34'
CB=S 53°27'21" W

R=50.00'
Δ=75°52'15"
L=66.21'
CH=61.48'
CB=N 64°09'53" E

R=6074.58'
Δ=14°20'32"
L=1520.60'
CH=1516.63'
CB=N 82°47'46" W
TOTAL

R=6099.58'
Δ=2°23'22"
L=254.37'
CH=254.35'
CB=N 76°49'11" W

R=6074.58'
Δ=5°22'12"
L=569.34'
CH=569.13'
CB=N 87°16'56" W

(PRM TO PRM)
R=5879.58'
Δ=06°47'39"
L=697.22'
CH=696.81'
CB=N 87°59'39" W

FDOT RIGHT–OF–WAY MAP OF
SR 528 & SR 9
(I–95) INTERCHANGE
SECTION 70007–2508
LAST REVISED 09–29–2014

BRIGHTLINE TRAINS
FLORIDA LLC 25.00' WIDE
UTILITY EASEMENT PER
ORB 9037, PG 2799

FPL NON–EXCLUSIVE
UTILITY EASEMENT PER
ORB 9541, PG 338

(OVERALL)
R=5879.58'
Δ=16°24'08"
L=1683.16'
CH=1677.42'
CB=N 83°11'25" W

(PRM TO PRM)
R=5879.58'
Δ=09°36'29"
L=985.94'
CH=984.79'
CB=N 79°47'35" W

R=5929.58'
Δ=16°24'08"
L=1697.48'
CH=1691.69'
CB=N 83°11'25" W
TOTAL

R=5879.58'
Δ=9°46'43"
L=1003.46'
CH=1002.24'
CB=N 79°52'43" W
(EASEMENT)

R/W LINE

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C55	6049.58'	0°43'20"	76.26'	76.26'	S 88°08'11" E
C56	6049.58'	0°43'20"	76.26'	76.26'	S 87°24'50" E
C57	6049.58'	0°43'20"	76.26'	76.26'	S 86°41'30" E
C58	6049.58'	0°43'20"	76.26'	76.26'	S 85°58'10" E
C59	6049.58'	0°43'20"	76.26'	76.26'	S 85°14'50" E
C60	6049.58'	0°17'20"	30.50'	30.50'	S 84°44'30" E
C61	6049.58'	0°43'29"	76.52'	76.52'	S 84°14'05" E
C62	6049.58'	0°43'29"	76.52'	76.52'	S 83°30'36" E
C63	6049.58'	0°43'29"	76.52'	76.52'	S 82°47'07" E
C64	6049.58'	0°43'29"	76.52'	76.52'	S 82°03'38" E
C65	6049.58'	0°43'29"	76.52'	76.52'	S 81°20'09" E
C66	6049.58'	0°43'29"	76.52'	76.52'	S 80°36'41" E
C67	6049.58'	0°43'29"	76.52'	76.52'	S 79°53'12" E
C68	6049.58'	0°43'29"	76.52'	76.52'	S 79°09'43" E
C69	6049.58'	0°43'27"	76.48'	76.48'	S 78°26'14" E
C70	6049.58'	0°28'25"	50.00'	50.00'	S 77°50'18" E
C71	6049.58'	1°58'37"	208.73'	208.72'	S 76°36'47" E
C72	6049.58'	14°20'33"	1514.36'	1510.41'	S 82°47'45" E
C75	6099.58'	0°42'06"	74.69'	74.69'	N 78°21'55" W
C76	6099.58'	0°42'06"	74.70'	74.69'	N 79°04'01" W
C77	6099.58'	0°42'06"	74.69'	74.69'	N 79°46'07" W
C78	6099.58'	0°42'06"	74.70'	74.69'	N 80°28'13" W
C79	6099.58'	0°42'06"	74.69'	74.69'	N 81°10'18" W
C80	6099.58'	0°42'06"	74.70'	74.69'	N 81°52'24" W
C81	6099.58'	0°42'06"	74.69'	74.69'	N 82°34'30" W
C82	6099.58'	0°42'06"	74.70'	74.69'	N 83°16'36" W
C83	6099.58'	0°42'06"	74.69'	74.69'	N 83°58'42" W
C84	6099.58'	0°16'49"	29.88'	29.88'	N 84°28'10" W
C85	6099.58'	0°42'06"	74.69'	74.69'	N 84°57'38" W
C86	6099.58'	0°42'06"	74.70'	74.69'	N 85°39'44" W
C87	6099.58'	0°42'06"	74.69'	74.69'	N 86°21'50" W
C88	6099.58'	0°42'06"	74.70'	74.69'	N 87°03'56" W
C89	6099.58'	0°42'06"	74.69'	74.69'	N 87°46'02" W
C90	6099.58'	0°42'06"	74.69'	74.69'	N 88°28'08" W
C93	6099.58'	14°20'32"	1526.83'	1522.85'	N 82°47'46" W
C179	6219.58'	0°42'06"	76.16'	76.16'	S 88°28'08" E
C180	6219.58'	0°42'06"	76.17'	76.16'	S 87°46'02" E
C181	6219.58'	0°42'06"	76.16'	76.16'	S 87°03'56" E
C182	6219.58'	0°42'06"	76.16'	76.16'	S 86°21'50" E
C183	6219.58'	0°42'06"	76.17'	76.16'	S 85°39'44" E
C184	6219.58'	0°42'06"	76.16'	76.16'	S 84°57'38" E
C185	6219.58'	0°42'06"	76.16'	76.16'	S 83°58'42" E
C186	6219.58'	0°42'06"	76.17'	76.16'	S 83°16'36" E
C187	6219.58'	0°42'06"	76.16'	76.16'	S 82°34'30" E
C188	6219.58'	0°42'06"	76.17'	76.16'	S 81°52'24" E
C189	6219.58'	0°42'06"	76.16'	76.16'	S 81°10'18" E
C190	6219.58'	0°42'06"	76.17'	76.16'	S 80°28'13" E
C191	6219.58'	0°42'06"	76.16'	76.16'	S 79°46'07" E
C192	6219.58'	0°42'06"	76.17'	76.16'	S 79°04'01" E
C193	6219.58'	0°42'06"	76.16'	76.16'	S 78°21'55" E
C194	6219.58'	0°06'51"	12.43'	12.43'	S 77°57'26" E
C195	5929.58'	3°05'08"	319.33'	319.29'	N 76°31'55" W
C196	5929.58'	0°43'29"	75.00'	75.00'	N 78°26'14" W
C197	5929.58'	0°43'29"	75.00'	75.00'	N 79°09'43" W
C198	5929.58'	0°43'29"	75.00'	75.00'	N 79°53'12" W
C199	5929.58'	0°43'29"	75.00'	75.00'	N 80°36'41" W
C200	5929.58'	0°43'29"	75.00'	75.00'	N 81°20'09" W
C201	5929.58'	0°43'29"	75.00'	75.00'	N 82°03'38" W
C202	5929.58'	0°43'29"	75.00'	75.00'	N 82°47'07" W
C203	5929.58'	0°43'29"	75.00'	75.00'	N 83°30'36" W
C204	5929.58'	0°43'29"	75.00'	75.00'	N 84°14'05" W
C205	5929.58'	0°17'21"	29.90'	29.90'	N 84°44'30" W
C206	5929.58'	0°43'20"	74.75'	74.75'	N 85°14'50" W
C207	5929.58'	0°43'20"	74.75'	74.75'	N 85°58'10" W
C208	5929.58'	0°43'20"	74.75'	74.75'	N 86°41'30" W
C209	5929.58'	0°43'20"	74.75'	74.75'	N 87°24'50" W
C210	5929.58'	0°43'20"	74.75'	74.75'	N 88°08'11" W

LINE TABLE		
LINE #	DIRECTION	LENGTH
L4	N 78°05'40" W	50.00'

DRMP
J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

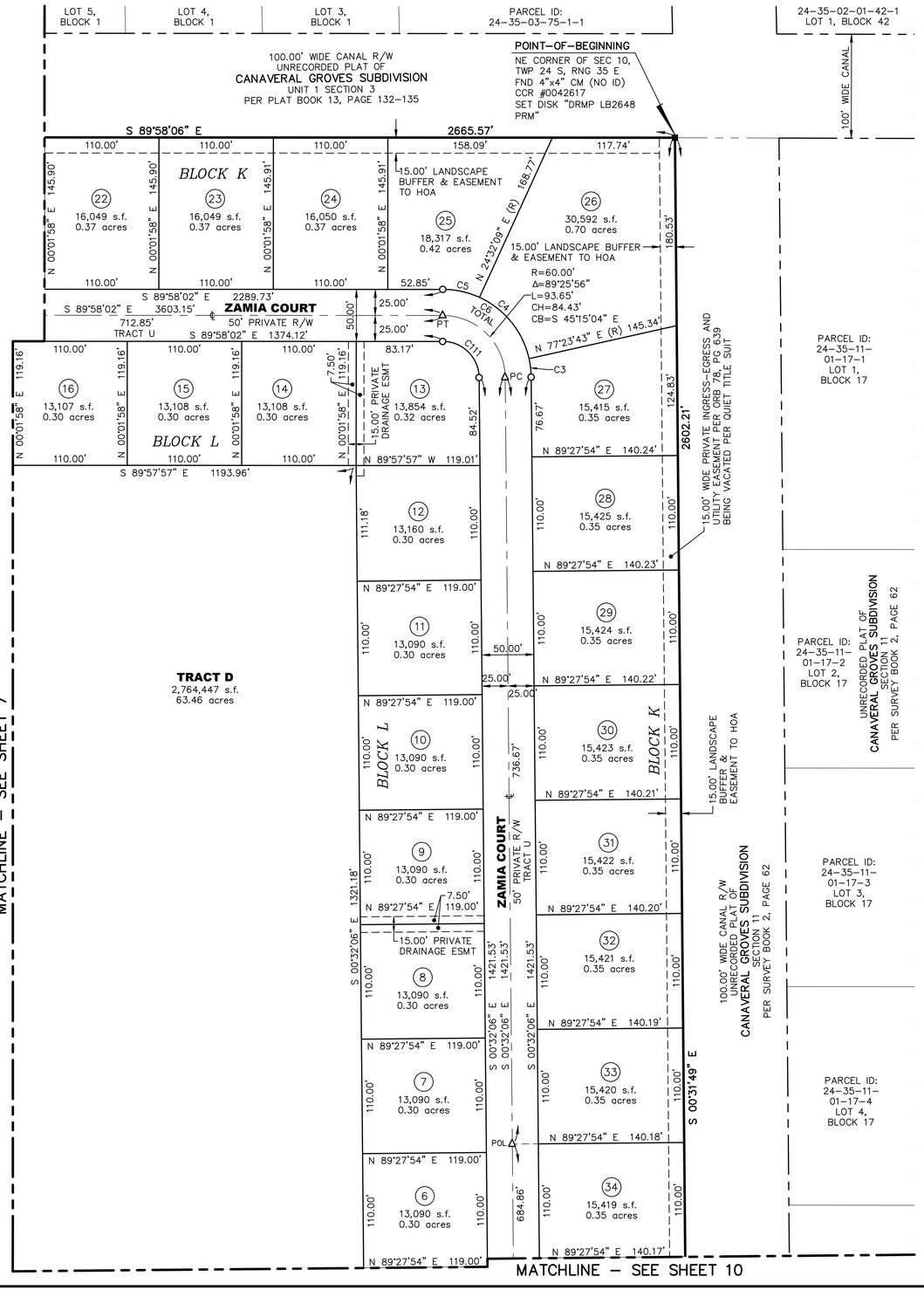
Lakes at Cocoa Grove

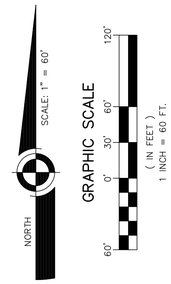
A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK_____ PAGE_____

SHEET 9 OF 11

SECTION 10 TWP. 24 S., RANGE 35 E.

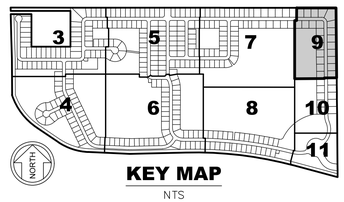




CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C3	85.00'	12°04'11"	17.91'	17.87'	N 06°34'12" W
C4	85.00'	52°51'34"	78.42'	75.67'	N 39°02'04" W
C5	85.00'	24°30'11"	36.35'	36.07'	N 77°42'56" W
C6	85.00'	89°25'56"	132.68'	119.61'	N 45°15'04" W
C111	35.00'	89°25'56"	54.63'	49.25'	S 45°15'04" E

LEGEND:

BMEG	BUSSEN-MAYER ENGINEERING	R	RADIUS
FND	FOUND	Δ	CENTRAL ANGLE
CM	CONCRETE MONUMENT	L	ARC LENGTH
RB/C	IRON REBAR WITH SURVEYOR'S CAP	CH	CHORD
PRM	PERMANENT REFERENCE MONUMENT	CB	CHORD BEARING
LB	LICENSED BUSINESS	(NR)	NON-RADIAL
LS	LICENSED SURVEYOR	(R)	RADIAL
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	TYPICAL
		(NTS)	NOT TO SCALE
CCR	CERTIFIED CORNER RECORD	ESMT	EASEMENT
R/W	RIGHT-OF-WAY	HOA	HOMEOWNER'S ASSOCIATION
PC	POINT-OF-CURVATURE	LA	LIMITED ACCESS
PT	POINT-OF-TANGENCY	■	FOUND CONCRETE MONUMENT
PI	POINT-OF-INTERSECTION	□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
PRC	POINT-OF-REVERSE-CURVATURE	△	SET NAIL & DISK "DRMP LB2648 PCP"
POC	POINT ON CURVE	○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"
POL	POINT ON LINE		
RP	RADIUS POINT		
℄	CENTERLINE		



KEY MAP

NTS

DRMP

J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

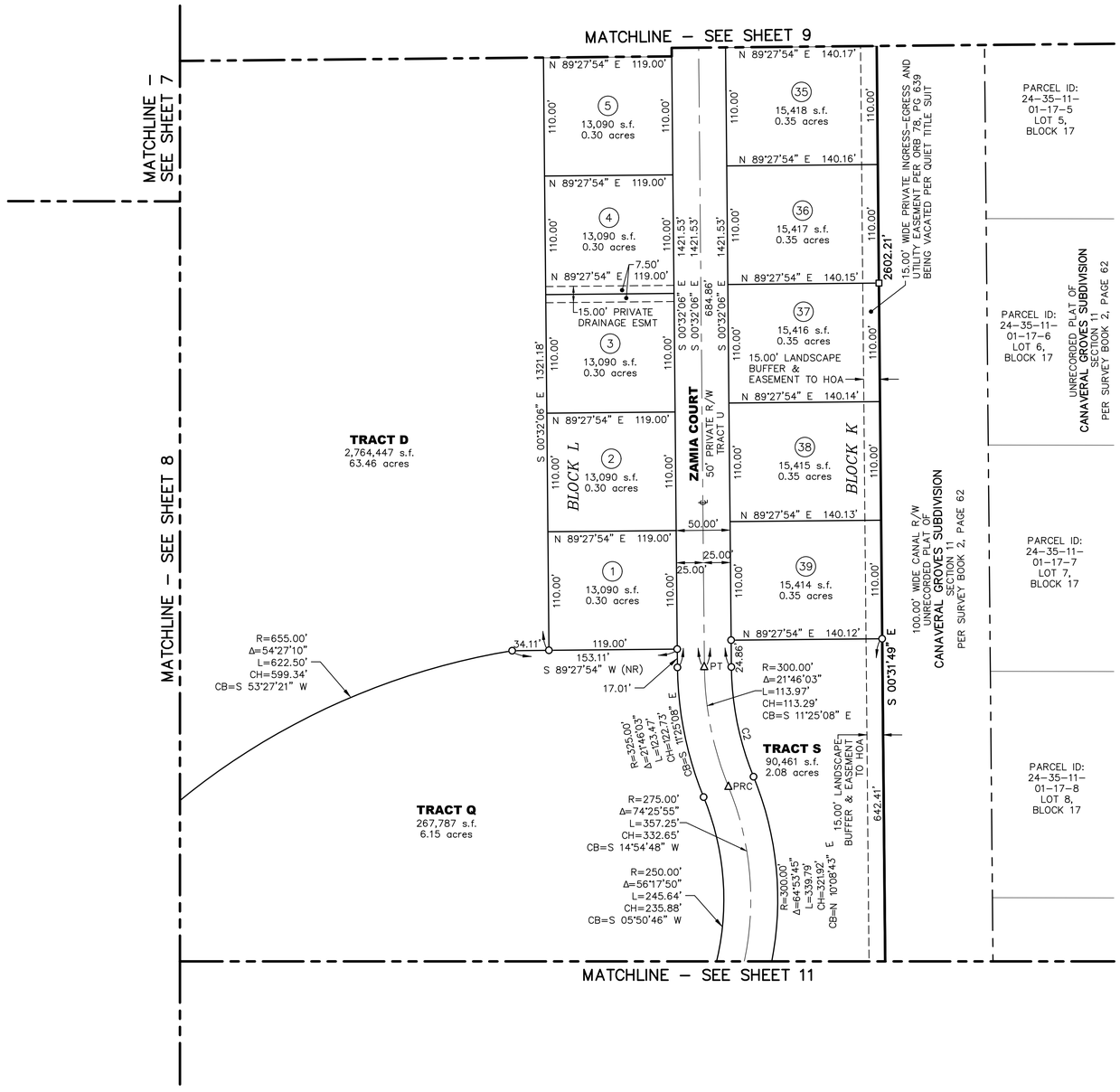
Lakes at Cocoa Grove

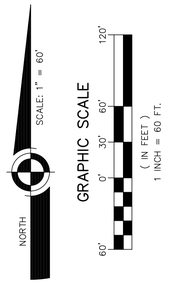
A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK____ PAGE____

SHEET 10 OF 11

SECTION 10 TWP. 24 S., RANGE 35 E.

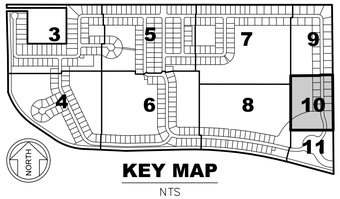




CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C2	275.00'	21°46'03"	104.48'	103.85'	N 11°25'08" W

LEGEND:

BMEG	BUSSEN–MAYER ENGINEERING	R	RADIUS
FND	FOUND	Δ	CENTRAL ANGLE
CM	CONCRETE MONUMENT	L	ARC LENGTH
RB/C	IRON REBAR WITH SURVEYOR'S CAP	CH	CHORD
PRM	PERMANENT REFERENCE MONUMENT	CB	CHORD BEARING
LB	LICENSED BUSINESS	(NR)	NON–RADIAL
LS	LICENSED SURVEYOR	(R)	RADIAL
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	TYPICAL
		(NTS)	NOT TO SCALE
CCR	CERTIFIED CORNER RECORD	ESMT	EASEMENT
R/W	RIGHT–OF–WAY	HOA	HOMEOWNER'S ASSOCIATION
PC	POINT–OF–CURVATURE	LA	LIMITED ACCESS
PT	POINT–OF–TANGENCY	■	FOUND CONCRETE MONUMENT
PI	POINT–OF–INTERSECTION	□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
PRC	POINT–OF–REVERSE–CURVATURE	△	SET NAIL & DISK "DRMP LB2648 PCP"
POC	POINT ON CURVE	○	SET 5/8" RE–BAR WITH SURVEYOR'S CAP "DRMP LB2648"
POL	POINT ON LINE		
RP	RADIUS POINT		
℄	CENTERLINE		



KEY MAP

NTS

DRMP

J. BARRY CABANISS PLS #4524

CERTIFICATE OF AUTHORIZATION NO. LB 2648

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953

PHONE NO.: (321) 453-0010

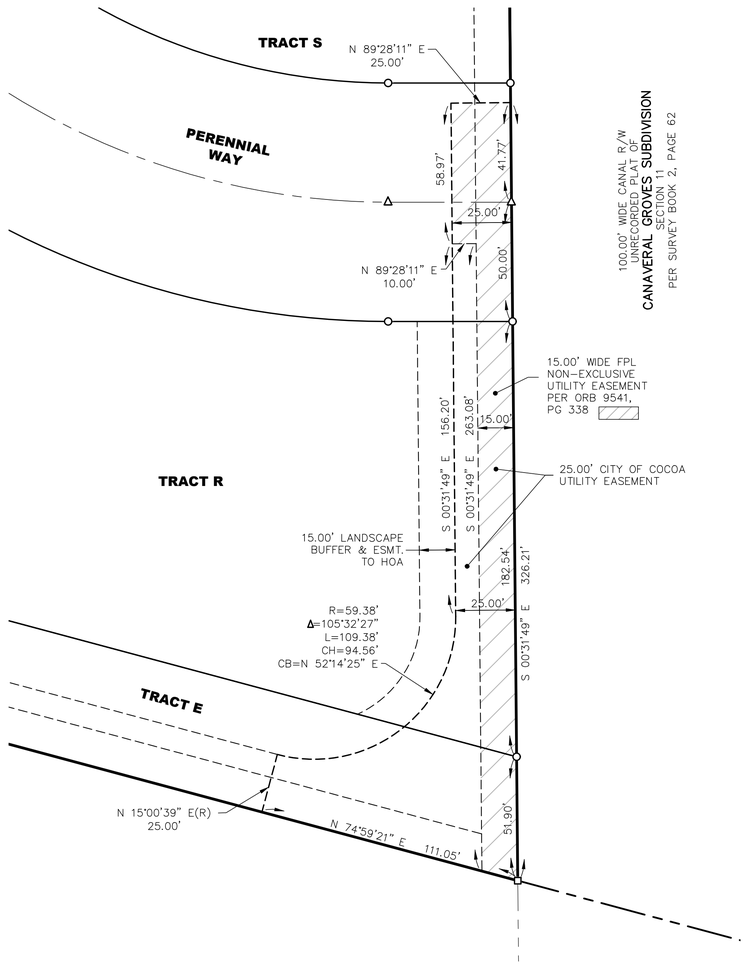
Lakes at Cocoa Grove

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA.

PLAT BOOK____ PAGE____

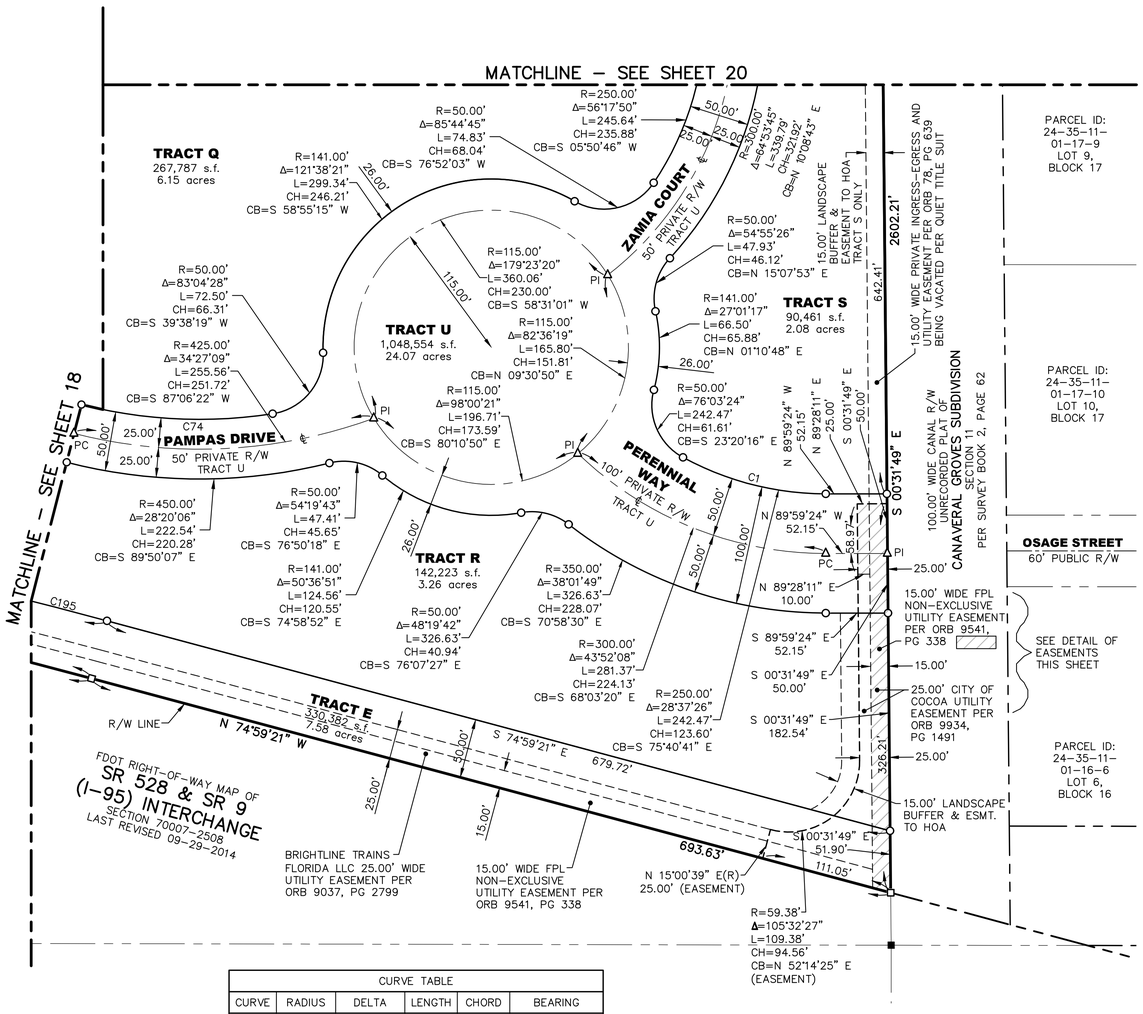
SHEET 11 OF 11

SECTION 10 TWP. 24 S., RANGE 35 E.



DETAIL OF EASEMENTS

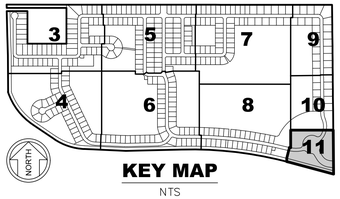
1" = 30'



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	250.00'	28°37'26"	124.90'	123.60'	N 75°40'41" W
C73	379.00'	9°52'47"	65.35'	65.27'	N 80°04'00" W
C74	400.00'	23°09'24"	161.66'	160.57'	N 87°14'45" W

LEGEND:

BMEG	BUSSEN-MAYER ENGINEERING
FND	FOUND
CM	CONCRETE MONUMENT
RB/C	IRON REBAR WITH SURVEYOR'S CAP
PRM	PERMANENT REFERENCE MONUMENT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD
R/W	RIGHT-OF-WAY
PC	POINT-OF-CURVATURE
PT	POINT-OF-TANGENCY
PI	POINT-OF-INTERSECTION
PRC	POINT-OF-REVERSE-CURVATURE
POC	POINT ON CURVE
POL	POINT ON LINE
RP	RADIUS POINT
℄	CENTERLINE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CH	CHORD
CB	CHORD BEARING
(NR)	NON-RADIAL
(R)	RADIAL
(TYP)	TYPICAL
(NTS)	NOT TO SCALE
ESMT	EASEMENT
HOA	HOMEOWNER'S ASSOCIATION
LA	LIMITED ACCESS
■	FOUND CONCRETE MONUMENT
□	SET CONCRETE MONUMENT "DRMP LB2648 PRM"
△	SET NAIL & DISK "DRMP LB2648 PCP"
○	SET 5/8" RE-BAR WITH SURVEYOR'S CAP "DRMP LB2648"



KEY MAP

NTS

DRMP

J. BARRY CABANISS PLS #4524
CERTIFICATE OF AUTHORIZATION NO. LB 2648
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

IMPROVEMENTS AGREEMENT

(Required with the Form of Surety Bond (Exhibit "C") as security guaranteeing Completion of Improvements)

LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, being situated within the City of Cocoa, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District");

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC, a Florida limited liability company, with a mailing address of 4878 SW 74th Court, Miami, Florida 33155 ("Developer"); and

CITY OF COCOA, a Florida municipal corporation, located in Brevard County, Florida, with a mailing address of 65 Stone Street, Cocoa, Florida 32922 ("City"), for purposes of acknowledgement.

WHEREAS, the Lakes at Cocoa Grove Community Development District ("District"), on behalf of Mountain Cove Homes, LLC ("Developer"), has undertaken certain obligations of the Developer to deliver, or cause to be delivered, the improvements contained in the Engineer's Report dated February 20, 2024, a component of which includes improvements to be owned and operated by the City of Cocoa or Brevard County ("City Improvements"), which are attached as Exhibit "A" hereto; and

WHEREAS, the District will publicly bid the City Improvements, as required by Florida law and the District's adopted Rules of Procedure and will contract for construction and completion of the same ("District Public Bid"); and

WHEREAS, in conjunction with such District Public Bid, the District will require its construction contractor to post a payment and performance bond as required by Florida law; and

WHEREAS, the Developer has made application to the City for approval of a final plat identified as Lakes at Cocoa Grove ("Subdivision"), the legal description for which is more particularly described in Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, the City of Cocoa Land Development Code requires that a final subdivision plat not be approved for recording until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan ("Improvements") have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the City that such Improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Subdivision, the Developer has submitted construction drawings for the Improvements, with the exception of the improvements to be owned by the County, which are on file with and have been approved by the City; and

WHEREAS, the Developer desires to obtain approval of the Subdivision prior to installation of the Improvements; and

WHEREAS, the District's Engineer of Record has submitted an estimated cost set forth in the Engineer's Report of the cost to complete the Improvements, including the City Improvements; and

WHEREAS, the District agrees that it will include within its District Public Bid, the bond rider naming the City as a dual-obligee in substantially the form as attached hereto as Exhibit "C", which shall be posted prior to commencement of the Improvements ("Surety Bond").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. The above recitals are true and correct and are incorporated herein.
2. The Developer and the District, in consideration of the City's approval of the proposed Subdivision, and for other valuable consideration, hereby agree to duly construct and complete the Improvements, including the City Improvements, and to otherwise comply fully with the Land Development Code, any conditions of the Subdivision's approval, and all other applicable regulations, requirements and agreements.

3. The Developer, through the District and its contractor selected through the District Public Bid, agree to tender to the City a Surety Bond in the amount of one hundred and ten percent (110%) of the cost of the Improvements, which shall be based on the District Public Bid response and contract associated therewith, for the City Improvements. The District shall notify the City upon contract award and shall provide the City with the Surety Bond naming the City as a dual-obligee in substantially the form attached hereto as Exhibit "C". Such Surety Bond shall be posted prior to commencement of construction of the Improvements. Said Surety Bond shall expire upon acceptance of the City Improvements by the City and acceptance of all other Improvements by the District as guaranteed by the Surety Bond, which acceptance shall not be unreasonably withheld. Nothing herein shall excuse or waive the requirement for the Developer, through the District, to submit a maintenance bond in the amount of ten percent (10%) of the construction cost of the City Improvements prior to acceptance by the City.

4. Notwithstanding the foregoing in Section 3, the Developer and District agree that should the Developer or District fail to tender to the City a Surety Bond in accordance with the requirements of Section 3 by December 1, 2024, the Developer or District shall submit a performance bond to the City of Cocoa to secure the completion of the City Improvements in accordance with Section 18-31 of the City Code.

5. Should the Developer or District fail or refuse to complete the Improvements, as required, nothing herein shall be construed as affecting the City's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees. Further, nothing shall prevent the Developer from posting the form of Bond otherwise required under the City Code in lieu of posting the Surety Bond set forth in this Agreement.

6. The Developer understands and agrees that in the event that the Improvements are not

constructed or installed in the manner consistent with this Agreement, the City shall withhold further permits or approvals, including certificates of occupancy, for the Subdivision until the Improvements have been completed or adequate progress, as determined by the City Council, toward completion of the Improvements has been demonstrated.

7. The Developer hereby agrees that the duties, obligations and responsibilities set forth in this Agreement shall be binding upon any successors in interest and assigns ("Assignee") to the Subdivision ("Assignment") and such Assignment is permissible so long as such Assignee assumes all rights, obligations and responsibilities set forth herein.

8. Upon the completion of the Improvements, such improvement shall be transferred to that entity set up in the deed restrictions to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the City or the District.

[SIGNATURE PAGE FOR THE DEVELOPER]

SIGNED AND SEALED this _____day of _____, 2024

WITNESSES:

_____ DEVELOPER
Witness Mountain Cove Homes, LLC

_____ BY: _____
Type or Print Name Signature

_____ _____
Witness Type or Print Name

_____ _____
Type or Print Name Title (If attorney-in-fact Attach Power of Attorney)

DEVELOPER ADDRESS

NOTARY ACKNOWLEDGMENT

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____ , 2024 (year), by _____ (name of person) as Manager (type of authority, . . . e.g. officer, trustee, attorney in fact) for Mountain Cove Homes, LLC, a limited liability company (name of party on behalf of whom instrument was executed) authorized to do business in Florida herein identified as the Developer and who is □ Personally Known or □ Produced Identification Type of Identification Produced_____

NOTARY SEAL:

_____
Signature of Notary Public – State of Florida)

_____
Print Name of Notary

[SIGNATURE PAGE FOR THE DISTRICT]

SIGNED AND SEALED this _____day of _____, 20_____

WITNESSES:

_____ Lakes at Cocoa Grove Community Development District

Witness

_____ BY: _____

Type or Print Name Signature

_____ _____

Witness Type or Print Name

_____ _____

Type or Print Name Title (If attorney-in-fact Attach Power of Attorney)

DISTRICT ADDRESS
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

NOTARY ACKNOWLEDGMENT

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of_____ , 2024 (year), by Ana Laura Robayna (name of person) as Chairperson (type of authority, . . . e.g. officer, trustee, attorney in fact) for Lakes at Cocoa Grove Community Development District (name of party on behalf of whom instrument was executed) herein identified as the District and who is □ Personally Known or □ Produced Identification Type of Identification Produced_____

NOTARY SEAL:

_____
Signature of Notary Public – State of Florida)

_____
Print Name of Notary

Approved and accepted for and on behalf of City of Cocoa, Florida, this _____ day of _____

CITY OF COCOA, FLORIDA

BY:_____
MAYOR MICHAEL C. BLAKE

ATTEST: _____
MONICA ARSENAULT, CITY CLERK

EXHIBIT A
CITY AND COUNTY IMPROVEMENTS LIST

- Utilities and Sanity Sewer System for Lakes at Cocoa Grove
- Water Distribution System (Potable Water)
- Connector Road: Osage/Angelica
- Roadway Drainage Improvements: Osage/Angelica
- Intersection improvement @ Grissom

EXHIBIT B
LEGAL DESCRIPTION

Description:

A parcel of land as described in O.R. Book 8563 Page 760 of the public Records of Brevard County, Florida and lying in Section 10, Township 24 South, Range 35 East and being more particularly described as follows;

Begin at the northeast corner of said Section 10; thence S. 00°31'49" E., along the east line of the northeast corner of said Section 10, a distance of 2602.21 feet to a point lying 44.08 feet N. 00°31'49" E. of the east quarter corner of said Section 10, said point also being on the northerly right-of-way line of State Road No. 528 as shown on Section Map 70007-2508; thence N. 74°59'21" W., along said north right-of-way line, a distance of 693.63 feet to the Point-of-Curvature of a 5879.58 foot radius circular curve concave southerly; thence easterly, along the arc of said curve, through a central angle of 16°24'08" a distance of 1683.16 ft. said curve having a chord bearing of N. 83°11'25" W. and a chord distance of 1677.42 ft.; thence S. 88°36'31" W., along said northerly right-of-way line, a distance of 858.67 feet; thence N. 87°23'29" W., along said northerly right-of-way line, a distance of 638.50 feet to the Point-of-Curvature of a 900.00 foot radius circular curve concave northeasterly, said curve also being the northeasterly right-of-way line of the State Road No. 528 and I-95 interchange; thence northwest along the arc of said curve, through a central angle of 31°18'50" a distance of 491.88 feet said curve having a chord bearing of N. 71°44'04" W. and a chord distance of 485.78 feet; thence N. 56°04'39" W., along said State Road 528/I-95 right-of-way line, a distance of 398.70 feet to a non-tangent point on a 969.79 foot radius circular curve concave northeasterly; thence northwesterly, along the arc of said curve, through a central angle of 37°46'38" a distance of 639.42 feet said curve having a chord bearing of N. 37°11'20" W. and a chord distance of 627.90 feet to a point on the easterly right-of-way line of I-95 per FDOT Map Section 70220; thence N. 00°11'53" W., along said easterly right-of-way line, a distance of 566.36 feet; thence N. 01°55'04" W., along said easterly right-of-way line, a distance of 300.93 feet; thence N. 01°21'38" W., along said easterly right-of-way line, a distance of 376.15 feet to a point on the south line of a borrow pit No. 19 Haul Road; thence N. 89°58'02 E., along said south line, a distance of 318.30 feet to a point on the west line of borrow pit No. 19 per FDOT Project No. 70220-2402; thence along the west, south, east and north lines of said borrow pit, the following four courses; S. 00°01'58" W. a distance of 500.00 feet; thence S. 89°58'02" E. a distance of 600.00 feet; thence N. 00°01'58" E. a distance of 550.00 feet; thence N. 89°58'02" W. a distance of 919.51 feet to a point on the aforesaid easterly right-of-way line of I-95; thence N. 01°20'38" W., along said easterly right-of-way line, a distance of 50.01 feet to a point on the north line of the northwest ¼ of said Section 10; thence S. 89°58'02" E., along said north line, a distance of 2337.02 feet to the north quarter corner of said Section 10; thence S. 89°58'06" E., along the north line of the northeast ¼ of said Section 10, a distance of 2665.57 feet to the Point-of-Beginning.

Containing 246.43 acres more or less and being subject to any easements and/or rights-of-ways of record.

EXHIBIT C

DUAL OBLIGEE RIDER

Bond Number _____
Rider Number_____

WHEREAS, [CONTRACTOR], address _____, hereafter also called "Principal/Contractor", has entered into a written agreement with Lakes at Cocoa Grove Community Development District, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431, hereafter also called "Obligee", for delivery, in pertinent part of the "City Improvements" made part of the development known as Lakes at Cocoa Grove located in the City of Cocoa, Brevard County, Florida, hereafter also called "Agreement", copy attached and incorporated herein as **Exhibit A**; and

WHEREAS, the Obligee, on behalf of Mountain Cove Homes, LLC ("Mountain Cove"), and its successors and assigns, has undertaken certain obligations pursuant to that certain Improvements Agreement, and the Obligee agreed to require a payment and performance bond as more specifically described in the Improvements Agreement and Principal/Contractor provided said bond; and

WHEREAS, the Principal/Contractor by execution of this document, agrees to assume obligation for and agrees to perform all work and construct all improvements as provided in the Agreement and satisfy the payment and performance bond obligations according to all terms, requirements and conditions contained in the Agreement and this document; and

WHEREAS, Mountain Cove has applied to the City for approval of a final plat of a certain area of land within the City of Cocoa called Lakes at Cocoa Grove (hereinafter, "Subdivision") and has agreed, as a condition to the approval of the said final plat by the City of Cocoa, to complete the construction of all required, approved and/or dedicated improvements set forth therein, which consist of roads, drainage, sewer and water lines and all other improvements delineated per the Agreement in connection with the above said plat, hereinafter the "Improvements" (hereinafter, said required performance guarantee for the Improvements on the Lakes at Cocoa Grove plat, the "Subdivision Performance Guarantee"); and

WHEREAS, the approval of said final plat by the City is further conditioned upon the furnishing of an adequate surety to the City pursuant to the City of Cocoa Land Development Code; and

WHEREAS, the Lakes at Cocoa Grove plat contains two types of Improvements one set is defined as private improvements and the second is defined as the basic required improvements for the Subdivision as set forth in the Improvement Agreement ("Improvements"), of which the Improvements to be owned and maintained by the City and Brevard County (the "City Improvements") are a subset; and

WHEREAS, those Improvements which are necessary for the Subdivision to function are the responsibility of Mountain Cove and are part of the cost of development; accordingly, the City is not responsible for payment in the event of a default; and

WHEREAS, Principal/Contractor, has, in conjunction with the Agreement and this document, and on behalf of Mountain Cove, agreed to fulfill the Subdivision Performance Guarantee as set forth herein and up to the limits provided herein; and

WHEREAS, Principal/Contractor and Surety have previously made, executed and delivered to the Obligee their joint and several Performance and Payment Bond(s) No(s). _____, Penal Sum(s) $_____, hereafter also called "Bond", copy(s) attached and incorporated herein as **Exhibit B**; and

WHEREAS, the Obligee has requested that the City, hereafter also called "Co-Obligee", having a material interest in performance under said Agreement, be named as a Co-Obligee on the Bond and the Obligee has also requested the Principal/Contractor and the Surety to join with the Obligee in the execution

and delivery of this Rider and the Principal/Contractor and Surety have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the mutual exchange and receipt of which is hereby acknowledged, the undersigned agree to the following and hereby amend the aforesaid Bond as follows:

1. The undersigned agree that all of the statements contained in the above "Whereas" paragraphs are true and correct.
2. The name of City of Cocoa shall be added to the Bond as a named Co-Obligee.
3. The Principal/Contractor shall in all respects comply with the City of Cocoa Land Development Code and all other applicable Federal and State laws and City ordinances, codes, regulations, terms and conditions pertaining to the approval of the said plat, these conditions being more specifically the completion of the construction of all required, approved, and/or dedicated roads, drainage, sewer and water improvements and all other items contemplated as Improvements as set forth in the Agreement; and
4. The Principal/Contractor shall submit a written request for an inspection of all Improvements consistent with the terms of the Agreement.
5. The Principal/Contractor shall complete the construction of all Improvements pursuant to the requirements set forth in the Agreement.
6. The aggregate liability of the Surety and Principal Contractor under the Bond to the Principal/Contractor, Obligee and Co-Obligee, as their interests may appear, is limited to the penal sum of the Bond and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the Obligee under the Agreement. Further the Surety and Principal Contractor shall not be liable under the Bond in the event the Obligee is in breach in accordance with the terms of the Agreement. In the event of a breach by the Obligee, the Obligee and Mountain Cove shall jointly and severally be liable to the Co-Obligee for the amounts set forth under the Bond and shall ensure completion of all Improvements.
7. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligee and Co-Obligee jointly.
8. Upon issuance by the City Manager or his/her designee of the Certificate of Completion for the City Improvements, and the City Council release the Bond which shall be released upon satisfaction of the conditions herein, this dual obligation shall be void. Otherwise, it remains in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the Improvements to be made hereunder or in the plans, specifications, and schedules covering the same shall in any way affect the obligation of the said Surety on this Bond and the Surety does hereby waive notice of any such changes. It is further understood that should the City be required to institute legal proceedings in order to collect any funds under this Bond, the venue shall be exclusively City of Cocoa, Florida and Principal/Contractor shall indemnify the City for any and all attorney's fees and court costs incurred by the City. Except, as herein modified, the Bond shall continue to be and remain in full force and effect according to the terms thereof.

Signed, sealed and dated this _____ day of _____, 2024.

_____	**Lakes at Cocoa Grove CDD**
Principal/Contractor	Obligee/Permittee
By: _____	By:_____
Signature	Signature
Print Name_____	Print Name_____
Title:_____	Title:_____
Date:_____	Date:_____
(SEAL)	(SEAL)
_____	_____
Surety Name (Print)	Florida Licensed Agent Name (Print) *
By: _____	_____
Signature Attorney-in Fact	Signature
Print Name_____	Date_____
Title:_____	Florida License No._____
Date _____	Telephone No._____
*** Power Of Attorney Attached**	*** Power Of Attorney Attached**

(SURETY SEAL)

*Above Signatory is also a Florida Licensed Agent (check if applicable and complete name, address and telephone number in block at right, if not, have such an agent countersign and complete block.)

DRAFT

DECLARATION FOR LAKES AT COCOA GROVE POA

THIS DECLARATION FOR LAKES AT COCOA GROVE (this "Declaration") is made by **MOUNTAIN COVE HOMES AT LAKES OF COCOA GROVE LLC.,** a Florida limited liability company ("MCH") and joined in by LAKES AT COCOA GROVE **POA, Inc**., a Florida not-for-profit corporation ("Association").

RECITALS

A. Mountain Cove Homes at Lakes of Cocoa Grove, LLC., is the owner of that certain real property located in Brevard County, Florida ("County"), more particularly described in Exhibit 1 attached hereto and made a part hereof (" LAKES AT COCOA GROVE").

B. Mountain Cove Homes at Lakes of Cocoa Grove, LLC as the Developer (as defined below) desires to subject LAKES AT COCOA GROVE to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising LAKES AT COCOA GROVE, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Developer hereby declares that every portion of LAKES AT COCOA GROVE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.**

2. **Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:**

"ACC" shall mean the Architectural Control Committee for LAKES AT COCOA GROVE established pursuant to Section 23.1.

"Access Control System" shall mean any system intended to control vehicular access to and/or from .

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 21 hereof.

"Association" shall mean LAKES AT COCOA GROVE at Cocoa Grove POA, Inc., its successors and Assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of Association.

"Builder" shall mean any Owner who is designated in writing as a Builder by Developer. All Owners that are designated as Builders shall be entitled to the rights of Builders contained in this Declaration.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof, as amended from time to time.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO; Showtime, Disney, Cinemax and the Movie Channel.. By way or 'example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dial tone, open video system or any combination thereof. (Note: Channels TBD)

"Cellular Tower" shall mean any cellular tower or other structure and its components which are installed within the Private Parcel"

"Cellular Tower Site" shall mean the real property within the Private Parcel upon which a Cellular Tower and its components are or may be installed.

"Club" shall mean LAKES AT COCOA GROVE Club, including the land and club facilities provided for the Owners pursuant to the provisions of the Club Plan.

"Club Dues" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Plan including, without limitation, the Club Membership Fee. (TBD)

"Club Expenses" shall have the meaning set forth in the Club Plan. (TBD)

"Club Membership Fee" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Plan. (TBD)

"Club Manager" shall mean the entity operating and managing the Club at any given time. (TBD)

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is **Mountain Cove Homes at the Lakes of Cocoa Grove, LLC**

"Club Plan" shall mean LAKES AT COCOA GROVE Club, Club Plan together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as **Exhibit 4** and made a part hereof. This Declaration is subordinate in all respects to the Club Plan. (TBD)

"Common Areas" shall mean all real property interests and personality within LAKES AT COCOA GROVE designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within LAKES AT COCOA GROVE. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, entry fountains, electronic gates, perimeter buffers, perimeter walls and fences, landscaping areas, improvements, easement areas owned by others, public rights of way, additions, lakes, irrigation pumps, irrigation lines, sidewalks, private roads, landscape lighting, walls, commonly used utility facilities, mailbox kiosks, and project signage. The Common Areas do not include any portion of a Home or Lot. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be conveyed to the District and comprise part of the Facilities. The final determination as to whether any areas within LAKES AT COCOA GROVE shall be Common Areas or comprise part of the Facilities shall be made by the Developer in its sole and absolute discretion.

"Community Completion Date" shall mean the date upon which all Homes in LAKES AT COCOA GROVE, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 23.5 hereof.

"Contractors" shall have the meaning set forth in Section 23.12 hereof.

"County" shall have the meaning set forth in the Recitals hereof.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean Mountain Cove Homes and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration. Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing.

"District" shall have the meaning set forth in Section 10 hereof.

"Estate Home" shall mean each single family Home within THE LAKES AT COCOAGROVE.

"Facilities" shall have the meaning set forth in Section 10 hereof.

"Front Yard" shall mean the yard of every Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final.

"Home" shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within LAKES AT COCOA GROVE. A Home shall include, without limitation, a coach home, villa, townhome, estate home, single family home and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy {e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to the Lot upon which the Home is constructed. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 21.2 hereof. "Initial Contribution"

shall have the meaning set forth in Section 21.11 herein. "Installment Assessments" shall have the meaning set forth in Section 21.2 hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within LAKES AT COCOA GROVE.

"Lot" shall mean any platted residential lot shown on a Plat. Once a Home has been constructed on a Lot, the term "Lot" shall be deemed to include all improvements thereon including, without limitation, a Home.

"Master Plan" shall mean collectively any full or partial concept plan for the development of LAKES AT COCOA GROVE, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of LAKES AT COCOA GROVE or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies located within the Common Areas as required herein; all amounts required to maintain the Surface Water Management System which are not maintained by the District or Association; all community lighting (including certain lights adjacent to, but outside of LAKES AT COCOA GROVE) including, without limitation, lighting provided pursuant to agreements between Association and private utility providers up-lighting and entrance lighting {if not the obligation of the District or Association); all amounts payable in connection with any private street lighting agreement between Association and an electric utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services ft1mished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. If any of the foregoing items identified as possible Operating Costs are included as District Maintenance Special Assessments, the same shall not be included in Operating Costs.

"Owner" shall mean the record owner {whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include Developer or Builder (once so designated in writing by Developer) until the Turnover Date, or a Lender.

"Parcel" shall mean any portion of LAKES AT COCOA GROVE upon which one or more Homes may be constructed.

"Party Roof' shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean the permit issued by SJRWMD, a copy of which is attached hereto as Exhibit 5.

"Plat" shall mean the plat respecting LAKES AT COCOA GROVE to be filed in the Public Records, as the same may be amended by Developer, from time to time.

"Private Parcel" shall mean the real property within or adjacent to LAKES AT COCOA GROVE which may be owned by a private individual or entity and utilized by the Private Parcel Owner for, among other purposes, the construction, installation, operation, maintenance, repair and replacement of Cellular Towers.

"Private Parcel Owner" shall mean the record owner of fee simple title to the Private Parcel and who has been designated as the Private Parcel Owner in writing by the Developer. The Private Parcel Owner shall not be a member of the Association or an Owner under this Declaration, shall have no liability or obligation to pay Assessments of any kind, shall not be subject to the ACC, and shall be exempt from all use restrictions and/or rules or regulations of the Association. No amendment to this Declaration may affect the interests of the Private Parcel Owner without the prior written consent of the Private Parcel Owner.

"Public Infrastructure" shall have the meaning set forth in Section 10 hereof.

"Public Records" shall mean the Public Records of Brevard County, Florida.

"Reserves" shall have the meaning set forth in Section 21.2 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing LAKES AT COCOA GROVE as adopted by the Board from time to time.

"SJRWMD" shall mean the St John's River Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 21.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention areas, lift station, water management areas, ditches, culverts, structures, dams,

impoundments, reservoirs, drainage maintenance easements, retention lakes and those works defined in· Section 373.403 (1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing Telecommunication services included the development, promotion, marketing (which may be provided by Telecommunications Providers pursuant to agreements with the Association), advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to LAKES AT COCOA GROVE. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices *(e.g.,* individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, _____and _____ voice telephony and data transmission. (TBD)

"Title Documents" shall have the meaning set forth in Section 30.2 hereof.

"Toll Calls" shall have the meaning given to such term by the Florida Public Service Commission and\or the Federal Communications Commission.

~~"Townhome" shall mean each Home within LAKES AT COCOA GROVE that is part of a Townhome Building. (~~N /A)

~~"Townhome Building" shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls and in which the Homes have private garages (~~N.A)

"Turnover Date" shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to tum over Association prior to the date currently required by law.

"Use Fees" shall have the meaning set forth in Section 21.2.3 hereof.

"Wetland Conservation Areas" shall have the meaning set forth in Section 13.12.3 herein. The Wetland Conservation Areas will either be part of the Common Areas and will be maintained by Association or part of the Facilities and subject to the jurisdiction of the District, including the 5ft conservation easement on lots abutting tract I which are not part of the Common areas or part of the facilities subject to the jurisdiction of the District.

3. Plan of Development.

3.1 General. The planning process for LAKES AT COCOA GROVE is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, and approval by the local government authority, Developer may wish and has the right to develop LAKES AT COCOA GROVE and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, Technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of LAKES AT COCOA GROVE as finally developed.

3.2 Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development and conveyance of the Common Areas, (iii) any transfer and/or modification of the Permit, (iv) the opening, modification, and/or closure of any permit, and (v) master land development .requirements and/or changes. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provisions herein to the

contrary, no amendment to this Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 13.12 hereof which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of LAKES AT COCOA GROVE; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments after the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of LAKES AT COCOA GROVE by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to LAKES AT COCOA GROVE. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of LAKES AT COCOA GROVE, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of LAKES AT COCOA GROVE. Such amendment may contain additions to, modifications of or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to LAKES AT COCOA GROVE.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of LAKES AT COCOA GROVE (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of LAKES AT COCOA GROVE shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained.The withdrawal of any portion of LAKES AT COCOA GROVE shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of LAKES AT COCOA GROVE). Association shall have no right to withdraw land from LAKES AT COCOA GROVE.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the District or an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, LAKES AT COCOA GROVE and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and Club Dues specified in this Declaration and/or Club Plan. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner for Assessments and Club Dues to the extent that Assessments are required to enable the

successors or assigns of Association to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Membership Fee shall survive the dissolution of Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation ·of those portions of LAKES AT COCOA GROVE which had been Common Areas and/or comprised part of the Club and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restnct10ns contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on LAKES AT COCOA GROVE by this Declaration. It is further expressly intended that no re-filing or notice of preservation ·is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Lot pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Lot, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Lot, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. Developer rights with respect to Association are set forth in this Declaration, the Articles and the By-Laws. Club Owner shall be a member of Association as set forth in the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, immediately upon taking title, designate one or more persons who are to be the occupants of the Home or Lot and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interest in Association are Governed by the provisions in the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer or Club Owner, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of LAKES AT COCOA GROVE for various public purposes or for the provision of Telecommunications Systems, or to make any portions of LAKES AT COCOA GROVE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of LAKES AT COCOA GROVE. In addition, the Common Areas of LAKES AT COCOA GROVE may include decorative improvements, berms and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall

be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel, Lot or any portion of LAKES AT COCOA GROVE or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, operated or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein in its sole discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within LAKES AT COCOA GROVE, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty *(e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas and the Club, without charge, for any purpose deemed appropriate by Developer.

9.4 Conveyance.

9.4.1 Generally. Simultaneously with the Plat being recorded, or earlier or later as determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas shall be dedicated by Plats, created in the form of easements, and conveyed by written instrument or by Quitclaim Deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 Intentionally left blank.

9.4.2.2 matters reflected in the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Developer, its successors, and assigns in, to , upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and *to* perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between *9* a.m. and *5* p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of LAKES AT COCOA GROVE) to require that Association re-convey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation after Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in LAKES AT COCOA GROVE including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer and Club Owner, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66⅔%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association; and (c) consent of the Club Owner being first had and obtained.

9.6 Paved Common Areas. Certain paved areas may be part of the Facilities under the jurisdiction of the District. The Common Areas may also contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces including, but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any. Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair and replacement of the Club.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board and the consent of the Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY, THERE IS NO GUARANTEE BY DEVELOPER, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, the District, and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within LAKES AT COCOA GROVE, if any. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. All or a portion of the waterbodies within LAKES AT COCOA GROVE may be part of the Facilities, as hereinafter defined, and owned by the District.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of LAKES AT COCOA GROVE accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of LAKES AT COCOA GROVE *(e.g.*, the Common Areas) including, without limitation, (a) actions or inactions taken, or nuisances caused, by neighboring Owners (b) noise from maintenance equipment, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by the removal or pruning of shrubbery or trees within LAKES AT COCOA GROVE and (f) design of any portion of LAKES AT COCOA GROVE. Each such person entering onto any portion of LAKES AT COCOA GROVE also expressly indemnifies and agrees to hold harmless Developer, the District, Club Owner, Club Manager, Association, and their employees, directors, representatives, officers, agents, affiliates, attorneys and partners (collectively, "Indemnified Parties") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including without limitation, all waterbodies or pools do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS

ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS, CLUB OWNER, CLUB MANAGER, AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas including, without limitation, use of waterbodies within LAKES AT COCOA GROVE, if any, by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, the District, Club Owner, Club Manager, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, the District, Club Owner, Club Manager, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and LAKES AT COCOA GROVE. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of Developer. Without limiting the foregoing, Developer and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, club uses, Homes, Common Areas and the Club, and related improvements within LAKES AT COCOA GROVE, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of LAKES AT COCOA GROVE), general offices and construction operations within LAKES AT COCOA GROVE; (iii) place, erect or construct portable, temporary or accessory buildings or structure within LAKES AT COCOA GROVE for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of LAKES AT COCOA GROVE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of LAKES AT COCOA GROVE owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion LAKES AT COCOA GROVE including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to LAKES AT COCOA GROVE by dredge or dragline, store fill within LAKES AT COCOA GROVE and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, LAKES AT COCOA GROVE and use and/or sell excess plants and trees; and (vii) undertake all activities Which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising LAKES AT COCOA GROVE.

9.10 Public Facilities. LAKES AT COCOA GROVE may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, lift station or other facility within the boundaries of LAKES AT COCOA GROVE.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to the District, a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing; provided, however, that any such dedication or transfer shall not result in expense to the general taxpayers of the City (other than Owners) or the assumption by the City of any responsibility for maintenance of any portion of the Common Areas. The Association shall be required to notify the City Manager of the City of Cocoa of any dedication or transfer of Facilities or common area tracts to the District. Further, the Association shall provide copies of all recorded instruments, including deeds or agreements, evidencing a transfer of ownership or maintenance responsibility of the Facilities to the City Manager of the City of Cocoa. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall positively provide for the proper and continuous payment of taxes for Common Areas and maintenance thereof without expense to the general taxpayers of the City and shall be created pursuant to all applicable ordinances of City and all other applicable governing entities having jurisdiction with respect to the same. Developer has applied to City for the creation of a multi-purpose special taxing district. Developer may, but shall not be required, to apply for a street lighting special taxing district, which would operate upon creation.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to City, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment,

with the full right of ingress thereto and egress therefrom, within LAKES AT COCOA GROVE (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to City regulations **("Non-Conforming Pavers")** in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event City or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by City or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, Club Owner, the District, and their officers, directors, shareholders, representatives, agents, partners, affiliates, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas and/or the Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' and paraprofessional fees at all levels of proceedings including appeals), expenses and liabilities incurred or arising from such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. LAKES AT COCOA GROVE is subject to the Plat. The Plat may identify some of the Common Areas within LAKES AT COCOA GROVE. The description of the Common Areas on the Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Cocoa Grove Community Development District. (CDD)

10.1 Generally. LAKES AT COCOA GROVE is within the Lakes of Cocoa Grove Community Development District (the "District"). Portions of LAKES AT COCOA GROVE may be owned and maintained by the District, including, but not limited to, roads, drainage system, Surface Water Management System, landscaping and/or utilities. In the event that any portions of LAKES AT COCOA GROVE are owned by the District, such facilities shall not be part of the Common Areas but will be part of the infrastructure facilities owned by the District ("Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF LAKES AT COCOA GROVE WILL BE DESIGNATED COMMON AREAS OF THE ASSOCIATION OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS OF THE ASSOCIATION MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT AND RECORDED BY SEPARATE INSTRUMENT. The Association shall be required to notify the City Manager of the City of Cocoa of any dedication or transfer of Facilities or common area tracts to the District. Further, the Association shall provide copies of all recorded instruments, including deeds or agreements, evidencing a transfer of ownership or maintenance responsibility of the Facilities to the City Manager of the City of Cocoa (Refer to **Exhibit 6** for the proposed CDD Facilities and Services)

10.2 Creation of the District. It is anticipated that the District, which is a unit of special purpose government pursuant to Chapter 190, Florida Statutes, will be established within the LAKES AY COCOA GROVE will be subject to District Jurisdiction. The District may issue special assessment bonds (the "Bonds") to finance a portion of the cost of the Facilities.. The creation of the District puts residential units and non-residential development of LAKES AT COCOA GROVE within the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within LAKES AT COCOA GROVE ("Public Infrastructure"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long- term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("District Debt Service Assessments") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Special Assessment Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District, and the maintenance and repair of its Public Infrastructure and its services ("District Administrative and Maintenance Special Assessments").

10.3 District Assessments. The District Debt Service Assessments and District Administrative and Maintenance Special Assessments will not be taxes but, under Florida law, will constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the District, or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Administrative and Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. District Special Assessment Bonds are not taxes or liens on property. If the fees and user charges underlying the District Special Assessment Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of

title to the property through the issuance of a tax deed. The initial amounts of the District Debt Service Assessments and District Administrative and Maintenance Special Assessments which will be due in connection with each Home were unknown at the time of recording of this Declaration. Such amounts may vary from year to year and from time to time, and may depend upon the type of Home (i.e., District Debt Service Assessments and District Administrative and Maintenance Special Assessments may be different for Townhomes and Estate Homes). The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Administrative and Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. Failure to pay such sums may result in loss of property as set forth in this Section. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 10.2 above), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas and Facilities Part of District. Portions of LAKES AT COCOA GROVE may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event Developer conveys certain Facilities to the District, some of the provisions of this Declaration' will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in this Declaration respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The Association shall be required to notify the City Manager of the City of Cocoa of any dedication or transfer of Facilities or common area tracts to the District. Further, the Association shall provide copies of all recorded instruments, including deeds or agreements, evidencing a transfer of ownership or maintenance responsibility of the Facilities to the City Manager of the City of Cocoa The District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any.

The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and the District Administrative and Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

10.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and maintained by Association. The Facilities may be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities. To keep HOA/POA properties free from assessments that any tract dedicated to the HOA/POA is intended to be used as common elements for the exclusive benefit of lot owners. The Association shall be required to notify the City Manager of the City of Cocoa of any dedication or transfer of Facilities or common area tracts to the District. Further, the Association shall provide copies of all recorded instruments, including deeds or agreements, evidencing a transfer of ownership or maintenance responsibility of the Facilities to the City Manager of the City of Cocoa.

10,6 City of Cocoa Third Party Beneficiary. The requirement in Sections 10.1, 10.4, and 10.5 that the Association shall be required to notify the City Manager of the City of Cocoa of any dedication or transfer of Facilities or common area tracts to the District or any other governmental entity and to provide copies of all recorded instruments evidencing such transfer or ownership or maintenance responsibility of the Facilities or common area tracts is a condition of final plat approval by the City of Cocoa. Such requirements shall remain in effect in perpetuity and shall not be modified or rescinded without the consent of the City Council of the City of Cocoa, Florida, by resolution. The City of Cocoa shall be considered a third party beneficiary of this condition and requirement.

11. Party Walls. (Not applicable)

11.1 General Rules of Law: Intentionally deleted

11.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.2.1 Generally: Intentionally deleted.

11.2.2 Failure to contribute: Intentionally deleted.

11.2.3 Alterations: Intentionally deleted.

11.2.4 Weatherproofing: Intentionally deleted.

11.2.5 Easements: Intentionally deleted.

12. Party Roofs. (Not applicable)

12.1 General Rules of Law: Intentionally deleted.

12.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

12.2.1 Generally: Intentionally Deleted.

12.2.2 Failure to contribute: Intentionally deleted.

12.2.3 Alterations: Intentionally deleted.

12.2.4 Easements. Intentionally deleted.

13. Maintenance by Association.

13.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, and all improvements placed thereon, including without limitation, all Common Area landscaping and irrigation.

13.2 District Facilities. The District may contract with Association for maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion.

13.3 Drainage. To the extent it is not the responsibility of the District, Association shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

13.4 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas of the Community in the event of extreme wind conditions, as determined by the Association in its sole discretion. The expense of such removal shall be part of the Operating Costs of Association. Additionally, in the event winds are forecasted to exceed fifty (50) miles per hour, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

13.5 Lawn Maintenance. If so provided in the Association's budget, Association shall maintain the entire yard of each Home. The Association's landscape maintenance obligations shall include the cutting and edging, and fertilization of grass, and maintenance of trees and hedges. Notwithstanding the foregoing, Association shall have no obligation to maintain any plant beds or other landscaping that has been modified by an Owner, and shall have no obligation to maintain landscaping and/or improvements within any portion of a Lot that is inaccessible *(e.g.,* due to locked gates, blocked passage or otherwise). Association shall have an easement over, under, across and through all of LAKES AT COCOA GROVE for the purpose of landscape maintenance, and each Owner shall be responsible for making certain that the Association has access to all portions of his, her or its yard at all times. To the extent any landscaping within a yard or 'Lot dies for any reason, the Owner of the applicable Lot shall be responsible for the removal and replacement of such landscaping in accordance with the ACC's approval and consent. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

13.6 Irrigation and Sprinkler Systems. As there is a single irrigation system serving LAKES AT COCOA GROVE, Association shall be responsible to maintain the irrigation and sprinkler system within the Common Areas and the yards of Lots. Association shall have an easement over, under, across and through all of LAKES AT COCOA GROVE for the purpose of maintaining the irrigation and sprinkler system, and each Owner shall be responsible for making certain that the Association has access to all portions of the irrigation and sprinkler including fenced portions of a Home. Association shall be required to irrigate the grass and landscaping located on the Common Areas and Lot(s) in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Notwithstanding the foregoing, in the event the irrigation system is temporarily unavailable (whether due to maintenance, breaks in the line or otherwise), upon request by the Association, Owners shall be responsible for irrigating their respective Lots (by hose or sprinklers connected to a hose or hoses) until otherwise notified by the Association. To the extent that Owners are instructed by the Board to irrigate their respective Lots, each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due.to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association. Association, but not Owners, may use lakes within LAKES AT COCOA GROVE for irrigation purposes.

13.7 Duty to Paint Exterior of Townhomes. Intentionally Deleted.

13.8 Perimeter Walls and Fencing. Association shall be responsible for the maintenance, repair and replacement of those portions of the perimeter walls or fences located within Common Areas, Lots and/or Homes in LAKES AT COCOA GROVE, at such time as the Board deems such maintenance, repair and/or replacement necessary or desirable in its sole discretion, and if located within a Lot, the costs of the same shall be charged as an Individual Assessment to the Owner of the Home or Lot upon which any such portion of the perimeter wall is located.·

13.9 Public Roads. It is possible that either the District or Association may maintain the medians and swales of all public roads pursuant to agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments.

13.10 Private Roads. All roads within LAKES AT COCOA GROVE which are privately owned shall be maintained by Association. Association may enter into an agreement with the District whereby the District would be obligated to maintain such private roads within LAKES AT COCOA GROVE.

13.11 Lakes and Lake Slopes. To the extent that any lakes or lake slopes comprise part of the Facilities, they will be regulated by the District. Otherwise, lakes and lake slopes located within the Common Areas and the rear portion of any Lot shall be the maintenance· obligation of the Association, the costs of which shall be Operating Costs. Association may establish from time to time maintenance standards for the lake and canal (the **"Lake Slope Maintenance Standards").** Such standards may include requirements respecting compaction and strengthening of lake banks. Each Owner hereby grants Association and the District an easement of ingress and egress across his or her Home/Lot to all adjacent lake and canal areas for the purpose of lake maintenance.

13.12 Surface Water Management System.

13.12.1 Duty to Maintain. Unless owned by the District as part of the Facilities, the Surface Water Management System within LAKES AT COCOA GROVE will be owned, maintained and operated by Association as permitted by the SJRWMD. If owned by Association as Common Areas, the costs of the operation and

maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SJRWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. The City of Cocoa has the right to take enforcement action with regard to conservation easements dedicated to the City.

13.12.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System, including any water management portions of the Common Areas must have the prior written approval of the SJWWMD (and the District in the event that the Surface Water Management System is owned by the District). Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SJRWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

13.12.3 Wetland Conservation Areas. Parcels or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement **("Wetland Conservation Areas").** Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD Service Office, Surface Water Regulation Manager, and to the City of Cocoa for easements dedicated to the City

13.12.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plats associated with LAKES AT COCOA GROVE. The full list of activities prohibited within the conservation areas are detailed in the recorded easement. Activities prohibited within the conservation areas include, but are not limited to, the following:

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

13.12.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

13.12.4.3 Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer;

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

13.12.4.4 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

13.12.4.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

13.12.4.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water;

13.12.4.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, architectural or cultural significance;

13.12.4.9 No Builder or Owner within LAKES AT COCOA GROVE Community may construct or maintain any building , residence, or structure, or undertake or perform any activity in the Wetland Conservation Area described in the Permit and recorded Plat(s) of LAKES AT COCOA GROVE, unless prior approval is received from the SJRWMD Environmental Resource Regulation Department.

13.12.4.10 Each Builder and Owner within LAKES AT COCOA GROVE at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file the SJRWMD.

13.13 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.14 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

13.15 Right of Entry. Developer, the District and Association are granted a perpetual and irrevocable easement over, under and across LAKES AT COCOA GROVE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install

utilities; and/or remove structures on any portion of LAKES AT COCOA GROVE if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

13.16 Maintenance of Property Owned by Others. Association shall, if designated by Developer, or by Association after the Community Completion Date by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or which lie outside of LAKES AT COCOA GROVE. Such areas may abut, or be proximate to, LAKES AT COCOA GROVE, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, or the District. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, irrigation, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of- ways or other abutting waterways. By way of example and not of limitation, Association may be obligated to maintain and irrigate certain landscaped medians outside of LAKES AT COCOA GROVE. To the extent there is any agreement between Developer and Association for the maintenance of any waterways or ponds outside LAKES AT COCOA GROVE, Association shall maintain the same as part of the Common Areas.

14.00 Multi-Purpose Taxing District. It is possible that the District may maintain the roads, off-site improvements, Surface Water Management System, landscape buffers, and/or entrance features within LAKES AT COCOA GROVE and, possibly, an adjacent community. In the event the **District** does not maintain such roads, off-site improvements, Surface Water Management Systems, landscape buffers and/or entrance features, then a special taxing district or Association may be responsible for such maintenance. Each Home shall be subject to assessments for the operation of District or for Operating Costs.

15. Maintenance by Owners. Although anticipated that the Association will be responsible for landscape maintenance within yards of Lots, all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of LAKES AT COCOA GROVE by the Owner of each Home. To the extent not maintained by the Association, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Home in accordance with the standards set forth below.

15.1 Lawn Maintenance Standards. The following maintenance standards (the **"Lawn Maintenance Standards")** apply to landscaping maintained by Owners.

15.1.1 Trees. Trees are to be pruned as needed.

15.1.2 Shrubs. All shrubs are to be trimmed as needed.

15.1.3 Grass. All grass shall be mowed as needed.

15.1.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

15.1.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

15.1.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

5.1.4 Mulch. Mulch shall be replenished as needed on a yearly basis but no less (1) one time per year

15.1.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

15.1.6 Fertilization. Fertilization of all turf, trees and palms shall be performed two times per year.

15.1.7 Irrigation. Owners shall be responsible to irrigate grass. Pump stations, if applicable, and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

15.1.8 Post Lights. Each Owner shall maintain all post lights (whether gas or electric) which are located within the boundaries of his or her Home.

15.1.9 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

15.1.10 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

15.1.11 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

15.2 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery· Additional Planting.

15.2.1 To the extent an Owner is able to control his or her own irrigation system, such Owner shall be responsible for the irrigation of his, her or its Lot. To the extent any Owner fails to comply with any water use restrictions and Association is subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fines(s) imposed on Association.

15.2.2 No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

15.2.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from LAKES AT COCOA GROVE, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System. Owners of the lots along the northern and eastern perimeter of the LAKES AT COCOA GROVE are subject to a fifteen foot (15') landscaped buffer easement along such northern and eastern perimeter, respectively, except that the eastern landscaped buffer easement may be required to be relocated as described on the plat. Owners of the lots along the northern and eastern perimeter shall not disturb, remove, or cut any vegetation and landscaping in the 15' landscaped buffer. The 15' landscaped buffer shall be maintained by the Association or the District. Further, Owners of lots abutting Tract I shall be subject to a five-foot conservation easement in the rear yard, adjacent to Tract I, which is part of the wetland buffer. No fences shall be erected in the conservation easement, but may be erected adjacent to the easement. The 5' conservation easement shall be planted with approved wetland vegetation. Owners of the lots along Tract I shall not disturb, remove, or cut any vegetation and landscaping in the 5' conservation easement, except where approved by the City of Cocoa in accordance with the conditions of the conservation easement.

15.2.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

15.2.5 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

15.2.6 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.3 Paint. Estate Homes shall be repainted by each Owner, at such Owner's sole cost and expense, within forty-five (45) days of notice by the Association. In the event an Owner fails to repaint their Estate Home within the above referenced time frame, Association may, but shall not be obligated to, repaint such Owner's Estate Home and the costs of same shall be charged as an Individual Assessment to the Owner whose Home is repainted.

16. Use Restrictions. Each Owner must comply with the following:

16.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

16.2 Animals. No animals of any kind shall be raised or kept within LAKES AT COCOA GROVE for commercial purposes. No roosters or pigeons shall be raised or kept within LAKES AT COCOA GROVE. The breeding of animals is strictly prohibited within LAKES AT COCOA GROVE. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate and urinate only in the "pet walking" areas within LAKES AT COCOA GROVE designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

16.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by

the ACC.

16.4 Cars and Trucks.

16.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of LAKES AT COCOA GROVE or a Lot except on the surfaced parking area thereof *(i.e.,* parking shall be prohibited in swales or other grass areas). All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in LAKES AT COCOA GROVE except during the period of a delivery. Personal street vans, personal trucks, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in LAKES AT COCOA GROVE. Overnight parking within the streets in LAKES AT COCOA GROVE shall be prohibited. In the event that individuals park in the streets during the day, such street parking shall be limited to one side of the street. It is not anticipated that guest parking spaces will be located within LAKES AT COCOA GROVE.

16.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within LAKES AT COCOA GROVE for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within LAKES AT COCOA GROVE. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not.be permitted without ACC approval.

16.4.3 Prohibited Vehicles. No recreational vehicle, commercial vehicle, limousines, house trailers, and trailers of every other type, kind or description, or camper, may be kept within LAKES AT COCOA GROVE except in the garage of a Home. Boats and/or boat trailers shall not be permitted to be kept within the yard of any Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or sport utility vehicles *(i.e.,* Broncos™, Blazers™, Explorers™, Navigators™, *etc.)* or clean "non- working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Club Owner, Common Areas, or any other LAKES AT COCOA GROVE facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on LAKES AT COCOA GROVE. For any Owner who drives an automobile issued by the County or other governmental entity *(i.e.,* police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily .or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on LAKES AT COCOA GROVE. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

16.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 18.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

16.6 Commercial Activity. Except for the Private Parcel, the Club, the EMS Station that may be within or adjacent to LAKES AT COCOA GROVE, and normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within LAKES AT COCOA GROVE. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees or customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within LAKES AT COCOA GROVE. No solicitors of a commercial nature shall be allowed within LAKES AT COCOA GROVE, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

16.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within LAKES AT COCOA GROVE. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN LAKES AT COCOA GROVE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

16.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

16.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed in the Front Yard of any Home or on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout LAKES AT COCOA GROVE.

16.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes,

figurines, wind chimes, light fixtures, sculptures, statutes, weather vanes, or flagpoles shall be installed or placed within or upon any portion of LAKES AT COCOA GROVE without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on October and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance *(e.g.,* unacceptable spillover to adjacent Home).

16.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of LAKES AT COCOA GROVE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

16.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, District, Club Owner and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

16.13 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

16.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

16.15 Fences. Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on the sides and rear of a lakefront Home shall be four (4) feet, aluminum rail, and bronze in color. Fences on the sides and rear of a non-lakefront Home shall be either: (i) four (4) feet, aluminum rail, and bronze in color, or (ii) six (6) feet in height and made of white PVC stockade. No chain link fencing shall be permitted within LAKES AT COCOA GROVE.

16.16 Fuel Storage. No fuel storage shall be permitted within LAKES AT COCOA GROVE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration.

16.17 Garages. Each Home may have its own garage. The conversion of any garage within LAKES AT COCOA GROVE shall be prohibited. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

16.18 Garbage Cans. Trash .collection and disposal procedures established by Association shall be observed. It is possible Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up. To the extent any Owner must utilize any swale in connection with bulk pickup items, such Owner shall be obligated to request the bulk pickup the same day that the debris or other bulk items are placed in the swale, and must further notify the Association in writing as to the placement of the items and the request for pickup of the same. Any bulk items that are left in any portion of the Common Areas without notice to the Association shall be considered dumping and shall subject the applicable Owner to fines and/or legal action. In the event of legal action by the Association, the applicable Owner (and his or her guests, tenants and/or invitees) shall be fully liable for the Association's legal fees and costs.

16.19 General Use Restrictions. Each Home, the Common Areas and any portion of LAKES AT COCOA GROVE shall not be used in any manner contrary to the Association Documents.

16.20 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may

be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

16.21 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. People and pets should not play in such water. Such water shall not be used by Owners to irrigate lawns. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. Developer is not providing any irrigation to the Homes. No Owner whose Home adjoins a waterway, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of waterbody water by Owners is prohibited and is at the Owner's sole risk. Association and Club Owner may use waterways to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, the District, Association, and/or Club Owner, shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

16.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot.

16.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of LAKES AT COCOA GROVE. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of LAKES AT COCOA GROVE shall be the same as the responsibility for maintenance and repair of the property concerned.

16.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within LAKES AT COCOA GROVE. All leases shall be subject to Association approval, and all tenants (and other occupants, as noted herein) shall be subject to Association screening. The Association shall not be permitted to deny a prospective tenant solely based upon credit score. Any credit score guideline used for tenant applications shall be no higher than the credit requirement to obtain an FHA loan (with the low down payment advantage) in effect at the time of tenancy application. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing LAKES AT COCOA GROVE or administered by Association. Each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 29 hereof. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred ($100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 29 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

16.25 Maintenance by Owners.

16.25.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of LAKES AT COCOA GROVE by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced or located outside the Front Yard. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

16.25.2 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with the ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

16.26 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer, Association and Club Owner shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

16.27 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of LAKES AT COCOA GROVE is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within LAKES AT COCOA GROVE. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of homes or Common Areas by any Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of LAKES AT COCOA GROVE, including a Home or Lot which will increase the rate of insurance to be paid by Association.

16.28 Oil and Mining Operations. No oil, drilling development operations, oil refming, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

16.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of LAKES AT COCOA GROVE, which is unsightly or which interferes with the comfort and convenience of others. No personal property may be stored in the Front Yard of a Home.

16.30 Townhomes- Pools. Intentionally Deleted.

16.31 Estate Homes - Pools No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; and (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than fourteen (14) feet unless otherwise approved by the ACC. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. No pool shall be permitted in any yard that does not also have an ACC approved fence or screened enclosure.

16.32 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of LAKES AT COCOA GROVE or change the level of the land within LAKES AT COCOA GROVE, or plant landscaping which results in any permanent change in the flow and drainage of surface water within LAKES AT COCOA GROVE. Owners may not place additional plants, shrubs, or trees within any portion of LAKES AT COCOA GROVE without the prior approval of the ACC.

16.33 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves. Notwithstanding the foregoing, the Association shall be responsible for pressure treatments and cleaning of Townhome exterior surfaces and the costs of the same shall be charged to each applicable Owner as an Individual Assessment.

16.34 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas, and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of LAKES AT COCOA GROVE and satellite dishes must be on the fascia board when possible with no exposed wires. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install without ACC approval Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

16.35 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

16.36 Solar Equipment and Components. No solar equipment shall be installed on a Lot or affixed to any Home within LAKES AT COCOA GROVE without the prior written approval thereof being first had and obtained from the ACC. With respect to ground-mounted solar panels, the same may only be installed in the rear yards of Homes that have an ACC approved fence, and all solar equipment and panels must be screened by such ACC approved fence (i.e., no solar equipment may exceed the height of the ACC approved fence). No ground-mounted solar equipment may be affixed to an Owner's fence. Roof-mounted solar panels and equipment shall be installed so that the panels are flush mounted and shall located on a portion of the rear roof area, as reasonably determined by the ACC. Roof-mounted solar panels shall be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridgeline. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ACC.

16.37 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of LAKES AT COCOA GROVE that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of LAKES AT COCOA GROVE while the Developer holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within LAKES AT COCOA GROVE unless written approval of the ACC is obtained. Notwithstanding the foregoing, no ACC approval is necessary for flags permitted by Florida Statute.

16.38 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of LAKES AT COCOA GROVE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of comer Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

16.39 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

16.40 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to LAKES AT COCOA GROVE, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

16.41 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of LAKES AT COCOA GROVE or within any Home, Lot or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

16.42 Swimming Fishing Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any waterbodies within or adjacent to LAKES AT COCOA GROVE. Boating and personal watercraft *(e.g., jet*/water skis) are prohibited. No private docks may be erected within any waterbody.

16.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within LAKES AT COCOA GROVE.

16.44 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a comer Lot where such obstruction would create a traffic problem.

16.45 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

16.46 Wells. Wells are not permitted within LAKES AT COCOA GROVE.

16.47 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

16.48 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

16.49 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) weeks after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

16.50 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

17. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

18. Requirement to Maintain Insurance.

18.1 Association. Association shall maintain the following insurance coverage:

18.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

18.1.2 Liability. Property Damage Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

18.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

18.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

18.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

18.2 Homes.

18.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

18.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home **("Required Repair"),** or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC **("Required Demolition")** to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

18.2.3 Townhome Buildings. Intentionally deleted.

18.2.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 18.2.4 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of LAKES AT COCOA GROVE.

18.2.5 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

18.2.6 Rights of City. In the event that any Home is destroyed by fire or other casualty, City or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. City shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

18.2.7 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

18.3 Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

18.3.1 The bonds shall name Association as an obligee.

18.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

18.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

18.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

18.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

18.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility shall be as provided in the Club Plan.

18.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

18.7 Additional Insured. Developer, Club Owner and their Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

18.8 Cost of Insurance. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred during the guarantee period which result from a natural disaster or an act of God occurring during such guarantee period, which are not covered by proceeds from insurance maintained by Association *(i.e.*, the costs of any deductible, the costs incurred which are in excess of the Association's coverage, etc.), shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation under its guarantee, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

19. Property Rights.

19.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in LAKES AT COCOA GROVE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

19.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

19.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

19.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

19.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

19.1.5 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior consent of the Club Owner.

19.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

19.1.7 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

19.1.8 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

19.1.9 The rights of Developer, Club Owner and/or Association regarding LAKES AT COCOA GROVE as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

19.1.10 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

19.1.11 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a tenant.

19.1.12 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

19.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

19.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself and its nominees and creates an easement in favor of the Club Owner over, upon, across, and under LAKES AT COCOA GROVE as may be required in connection with the development of LAKES AT COCOA GROVE and the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of LAKES AT COCOA GROVE, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within LAKES AT COCOA GROVE for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer and/or for the use of the Club. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of LAKES AT COCOA GROVE from Developer's sales facilities located within LAKES AT COCOA GROVE. Developer has the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non- exclusively assign their rights hereunder to each Builder. The Developer reserves the right to erect Commercial signage along the West and Southern exterior easements of the LAKES OF COCOA GROVE SUBDIVISION, in accordance with the local City and County codes, requirements and regulations. Partial revenues from these signs could be dispersed the LAKES OF COCOA GROVE POA, as determined by the Developer.

19.4 Public Easements. The City of Cocoa, fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. The City of Cocoa shall also have a permanent and perpetual easement for ingress and egress over and across the Common Areas. The city or other local government shall have an easement over the lake. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within LAKES AT COCOA GROVE.

19.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

19.6 Easement in Favor of Private Parcel Owner. The Private Parcel Owner and its tenants and subtenants, invitees and their respective employees and agents, successors, and assigns shall have an easement of ingress and/or egress over, through and across all paved areas, sidewalks, paths, roads, driveways, passageways and lanes as the same may exist upon, or be designated as part of, the Common Areas and/or Facilities (if applicable) and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes. In connection with the foregoing easement, the Private Parcel Owner and its tenants, invitees, successors, and assigns shall be entitled to unfettered access through any Association gates or other access control devices, if any. In addition to the foregoing, the Private Parcel Owner and its tenants, invitees, successors, and assigns shall have an easement over, through and across the Common Areas as may be deemed reasonably necessary by the Private Parcel Owner in connection with its construction, development, operation, maintenance, and/or replacement/removal activities on the Private Parcel.

19.7 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

19.8 Permits Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through LAKES AT COCOA GROVE (including Lots, Parcels and/or Homes, but excluding the Club after the Turnover Date) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.9 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across and under LAKES AT COCOA GROVE. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District as well as provide the District with an easement over all roads for water and sewer drainage.

19.10 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across LAKES AT COCOA GROVE (including Lots, Parcels, Homes and the Club) for the reasonable and necessary maintenance of Common Areas, the Club, utilities, cables, wires and other similar facilities.

19.11 Drainage. A non-exclusive easement shall exist in favor of Developer, the District, Association, Club Owner and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon LAKES AT COCOA GROVE for drainage, irrigation and water management purposes, and for purposes of installing, repairing, modifying or improving drainage facilities or components. A non-exclusive easement for ingress, egress and access exists as shown on the Plat for such parties to enter upon and over any portion of LAKES AT COCOA GROVE (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of LAKES AT COCOA GROVE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through LAKES AT COCOA GROVE and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

19.12 Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of LAKES AT COCOA GROVE necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefore (in the term of Assessments or otherwise) (TBD).

19.13 Easement in favor of Association. Association is hereby granted an easement over all of LAKES AT COCOA GROVE, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, lakes, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

19.14 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

20. Club Plan. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Plan which is incorporated herein by reference. Although the Club Plan is an exhibit to the Declaration, the Association Documents are subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and Association Documents, the Club Plan shall control. (TBD)

21. Assessments.

21.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed,

established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. Notwithstanding the foregoing, so long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Rather, during any period in which Developer is deficit funding the Association, each Builder shall pay pursuant to a Builder budget to be prepared by Developer in its discretion such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services *(e.g.*, Telecommunications Services), Builders shall not be required to pay for the same. To the extent Developer is not deficit funding Association, each Builder shall be required to pay Assessments in connection with its Lots. The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments (or portions of Operating Costs) owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

21.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

21.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

21.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

21.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner *or* Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

21.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

21.2.5 Assessments for which one or more Owners (but less than all Owners) or Builders within LAKES AT COCOA GROVE is subject ("Individual Assessments") such as costs of special services provided to a Builder, Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Builder, Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. ~~By way of further example, and not limitation, Townhome Owners may be charged their pro rata share of Townhome Building Painting costs as Individual Assessments. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment~~. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of LAKES AT COCOA GROVE that Association perform any other obligation of an Owner or Builder under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. In no event shall the Club Owner be subject to Individual Assessments.

21.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

21.4 Allocation of Operating Costs.

21.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

21.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in LAKES AT COCOA GROVE conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes may be required to pay additional Operating Costs for services exclusive to Townhomes and Townhome Buildings, respectively.

21.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the

election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

21.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

21.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes may be required to pay additional Operating Costs for services exclusive to Townhomes and Townhome Buildings, respectively.

21.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

21.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder.

21.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in LAKES AT COCOA GROVE, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. At any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option **("Developer's Option")** to either (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all Installment Assessments due from Owners and other income produced by Association or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter *(e.g.* once the amount is finally determined), or, in Developer's sole and absolute discretion, pursuant to terms and conditions (e.g., payment plan) approved by Developer. Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

21.8.1 If an audit of the Association's financial records reveals that Developer has funded a greater amount *(e.g.* including, without limitation, pre-paid amounts, deposits for utilities, Developer's funding of delinquent Installment Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Developer by Association .

21.8.2 If Developer elects to loan funds to Association for any purpose including, but not limited to, covering uncollected Assessments due from Owners which are not timely paid, Developer may, but shall have no obligation to, require the Association to sign a promissory note. Notwithstanding the foregoing, irrespective of whether a promissory note exists with respect to any loan to Association by Developer, Association shall be liable to Developer for all amounts loaned.

21.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments or other amounts as per the Builder budget prepared by the Developer for each Lot or Parcel owned by such Builder commencing from the date the Builder obtained title to such Lot or Parcel. During the deficit funding period, if any, Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

21.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

21.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given *to* each Owner and Owner not less than ten (10) days in advance of the due date of

the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly or annually).

21.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

21.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

21.11 Initial Contribution. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial contribution in an amount Two Hundred Fifty Dollars ($250.00) (the **"Initial Contribution")** as determined and amended by Developer in its sole and absolute discretion from time to time. The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

21.12 Resale Contribution. Association may establish a resale contribution **("Resale Contribution").** There shall be collected upon every conveyance of ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

21.13 Assessment Estoppel Certificates. No Owner or Builder shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner or Builder. Association shall prepare and maintain a ledger noting Assessments due from each Owner or Builder. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner or Builder an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners or Builders who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner or Builder requesting the estoppel certificate shall be required *to* pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner and Builder waives its rights (if any) *to* an accounting related to Operating Costs or Assessments.

21.14 Payment of Home Real Estate Taxes. Each Owner and Builder shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

21.15 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner or Builder of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

21.16 Subordination of Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens, liens for Club Dues and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Lender. In addition to the foregoing, and to the

maximum extent permissible under Florida law as amended from time to time, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorney's fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable *(i.e.*, where a Lender takes title to a Lot, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Lot from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than a foreclosure.

21.17 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorney's fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

21.18 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

21.19 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of $25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner or Builder personally obligated to pay the same, and/or foreclose the lien against the Lot/Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner or Builder, if the Owner or Builder remains in possession of a Lot after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Lot to collect the rent if the Lot is leased or rented during the pendency of the foreclosure action. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Owner or Builder may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas by abandonment of a Lot.

21.20 Exemption. Notwithstanding anything to the contrary herein, neither Developer, Club Owner, nor the District nor any Home or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 21.8 herein. In addition, the Board shall have the right to exempt any portion of LAKES AT COCOA GROVE subject to this Declaration from the Assessments, provided that such portion of LAKES AT COCOA GROVE exempted is used (and as long as it is used) for any of the following purposes:

21.20.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

21.20.2 Any real property interest held by a Telecommunications Provider;

21.20.3 Any of LAKES AT COCOA GROVE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

21.20.4 Any Common Areas; and

21.20.5 Any Facilities.

21.21 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%),

plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

21.22 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

21.23 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

21.24 Collection of Club Dues. Upon written notice to Association, Club Owner may, in its sole and absolute discretion, require Association to collect Club Dues and any other amounts due to Club Owner (in lieu of Club Owner collecting such amounts directly), and in such event, all such Club Dues and/or other amounts shall be paid by each Owner directly to Association. Upon such notice to Association by Club Owner, Association shall be responsible for immediately notifying each Owner to pay his or her Club Dues to Association directly. Association shall thereafter be required to remit a lump sum payment to Club Owner in the full amount of all Club Dues and other amounts due to Club Owner on a monthly basis (whether the same are received or collected from Owners by Association or not) together with a record of those Owners who did and did not pay, and Association shall then diligently collect any unpaid and/or delinquent Club Dues not paid by Owners to the Association, and shall have all of the rights respecting such collection efforts which are afforded to the Club Owner pursuant to the terms of the Club Plan, as the same may be amended from time to time, as well as any and all rights afforded to Association under its governing documents and/or Florida law. In the event that Association fails to pay Club Owner the full amount of Club Dues and other amounts which are due in any given month, interest at the highest rate permitted by Florida law shall accrue until payment is made in full, and Club Owner may charge Association a late fee of twenty-five dollars ($25.00) for each Home that Association fails to remit Club Dues for in a given month. In addition to the foregoing, to the extent Association fails to pay Club Owner in full in any given month, Club Owner shall be entitled to pursue all available remedies at law or in equity against Association and/or Owners in order to recover any unpaid amounts, and shall be entitled to recover all costs respecting any such legal action including, without limitation, all attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals. Nothing herein shall affect or limit the rights of Club Owner to exercise any of the rights afforded to the Club Owner under the Club Plan including, but not limited to, the Club Owner's right to lien and foreclose upon Owners who fail to pay Club Dues. In the event of any ambiguity or dispute in connection with the interpretation of this Section, Club Owner's interpretation shall control. (TBD)

22. Information to Lenders and Owners.

22.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

22.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

22.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

22.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

22.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

22.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder, and

2.3.4 Any proposed action (if any) which would require the consent of a specific mortgage Holder.

23. Architectural Control. The following provisions govern LAKES AT COCOA GROVE.

23.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to LAKES AT COCOA GROVE. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ACC shall have the right to form subcommittees to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill

the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce LAKES AT COCOA GROVE Standards.

23.2 Membership. There is no requirement that any member of the ACC be an Owner or a member Of Association.

23.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of LAKES AT COCOA GROVE. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within LAKES AT COCOA GROVE by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

23.4 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LAKES AT COCOA GROVE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LAKES AT COCOA GROVE WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

23.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

23.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

23.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of LAKES AT COCOA GROVE, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of LAKES AT COCOA GROVE, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

23.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

23.8.1 Each Owner shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the Owner shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

23.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

23.8.3 No later than forty-five (45) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

23.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

23.8.5 In the event that the ACC disapproves any plans and specifications, the Owner may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within such forty-five (45) days, the plans and specifications shall be deemed disapproved.

23.8.6 Upon disapproval, the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board of Association, shall be final and binding upon the Owner, his/her heirs, legal representatives, successors and assigns.

23.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

23.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

23.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

23.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

23.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in LAKES AT COCOA GROVE shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in LAKES AT COCOA GROVE shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in LAKES AT COCOA GROVE and no construction materials shall be stored in LAKES AT COCOA GROVE subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in LAKES AT COCOA GROVE or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

23.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, **"Contractors")** and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into LAKES AT COCOA GROVE as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

23.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in LAKES AT COCOA GROVE.

23.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within LAKES AT COCOA GROVE. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within LAKES AT COCOA GROVE and each Owner shall include the same therein.

23.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of LAKES AT COCOA GROVE at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

23.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional

fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

23.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

23.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

23.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 23.13 herein.

23.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

23.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of his/her heirs, devisees, successors and assigns, and legal and personal representatives by acquiring title to a Lot, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

23.20 Government Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of LAKES AT COCOA GROVE and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

23.21 Security Deposit. Any Owner seeking Association approval for the alteration or modification of a Lot or Home (or change in the appearance thereof) may, in the Association's discretion, be required to pay to Association a security deposit in an amount to be determined by the Board from time to time (the "**Security Deposit**"). To the extent the Association determines, in its sole discretion, that damage to the Common Areas has occurred as a result of an Owner's work (whether performed by such Owner or his or her contractor or agent) relating to the modification or alteration of his or her Home or Lot, the Association may, without notice to the Owner, draw upon the Security Deposit to restore the Common Areas to their condition and appearance existing prior to such Owner's modification or alteration of his or her Home or Lot. To the extent the cost of restoring any Common Areas exceeds the total amount of the Security Deposit, the Association shall be entitled to draw upon and

utilize the entire Security Deposit and charge any additional costs to such Owner as an Individual Assessment. To the extent there is no damage caused to the Common Areas as a result of an Owner's alteration or modification of his or her Home or Lot, as determined by the Association in its sole discretion, the entire Security Deposit shall be returned to such Owner.

24. Owners Liability.

24.1 Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure **("Improvement")** on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of LAKES AT COCOA GROVE drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

24.2 Violations. Should any Owner do any of the following:

24.2.1 Fail to abide by the Association Documents;

24.2.2 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or

24.2.3 Cause any damage to any improvement or Common Areas or Club; or

24.2.4 Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder; or under the Club Plan, or

24.2.5 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

24.2.6 Impede Developer or Club Owner from proceeding with or completing the development of LAKES AT COCOA GROVE and/or the Club, as the case may be;

then, Developer, Club Owner and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

24.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

24.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

24.3.2 Commence an action to recover damages; and/or

24.3.3 Take any and all action reasonably necessary to correct the violation or breach.

24.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

24.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

24.6 Rights Cumulative. All rights, remedies, and privileges granted to SFWMD, Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

24.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association, Club Owner and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision

herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

24.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SJRWMD.

24.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

24.8.2 Unless otherwise permitted by Florida law, fines or suspensions may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") **appointed** by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote confirm a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

24.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

24.8.4 To the extent the Violations Committee confirms the fine to be levied by the Board, the Board may impose Individual Assessments against the Owner in the amount of $100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

24.9 Right of Association to Evict Tenants. Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portion of LAKES AT COCOA GROVE, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of LAKES AT COCOA GROVE in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave LAKES AT COCOA GROVE and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave LAKES AT COCOA GROVE and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action, including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Home as an Individual Assessment.

25. Additional Rights of Developer.

25.1 Sales Office and Administrative Offices. For so long as Developer and/or its assigns owns any property in LAKES AT COCOA GROVE, is affected by this Declaration, or maintains a sales office or administrative office within LAKES AT COCOA GROVE, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of LAKES AT COCOA GROVE and sales and re-sales of Homes and/or other properties owned by Developer or others outside of LAKES AT COCOA GROVE. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of LAKES AT COCOA GROVE, including Common Areas and the Club, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas and the Club to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

25.2 Modification. The development and marketing of LAKES AT COCOA GROVE will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of LAKES AT COCOA GROVE to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

25.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to hold marketing, special and/or promotional events within LAKES AT COCOA GROVE and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the

right to market LAKES AT COCOA GROVE and Homes in advertisements and other media by making reference to LAKES AT COCOA GROVE, including, but not limited to, pictures or drawings of LAKES AT COCOA GROVE, Common Areas, and Homes constructed in LAKES AT COCOA GROVE. All logos, trademarks, and designs used in connection with LAKES AT COCOA GROVE are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

25.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of LAKES AT COCOA GROVE.

25.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

25.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party **("Manager")** for management of Association and the Common Areas.

25.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across LAKES AT COCOA GROVE so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of LAKES AT COCOA GROVE so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of LAKES AT COCOA GROVE. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

25.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so the Club Owner shall also have such rights relating to the Club and/or Club Dues.

25.9 Additional Development. If Developer withdraws portions of LAKES AT COCOA GROVE from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and/or the Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

25.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of LAKES AT COCOA GROVE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Lots and buildings in all other proposed forms of ownership and/or other improvements on LAKES AT COCOA GROVE or in LAKES AT COCOA GROVE or adjacent to or near LAKES AT COCOA GROVE, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

25.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, CLUB OWNER NOR ANY BUILDERS SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LAKES AT COCOA GROVE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LAKES AT COCOA GROVE HAVE BEEN

WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LAKES AT COCOA GROVE AND THE VALUE THEREOF; AND

25.11.2 DEVELOPER, CLUB OWNER AND/OR ASSOCIATION ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE OR ENSURE THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BREVARD COUNTY OR PREVENT TORTIOUS ACTIVITIES. NEITHER DEVELOPER, CLUB OWNER, ANY BUILDER, NOR ASSOCIATION SHALL BE LIABLE FOR THE UNLAWFUL OR UNDESIRABLE ACTIONS OR INACTIONS OF OWNERS OR THEIR RESPECTIVE FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN LAKES AT COCOA GROVE AND SHALL FURTHER HAVE NO OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY SET FORTH IN THIS DECLARATION IN ORDER TO STOP, ENJOIN OR PREVENT ANY SUCH ACTIONS BY ANY OWNER OR THEIR FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN LAKES AT COCOA GROVE; AND

25.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LAKES AT COCOA GROVE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

25.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

25.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BREVARD COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN BREVARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BREVARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA.

25.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT LAKES AT COCOA GROVE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

25.15 Access Control System. Developer may, but shall not be obligated to, install a tele-entry system at the entrance to LAKES AT COCOA GROVE. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for LAKES AT COCOA GROVE. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR

DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS O F ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

25.16 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Developer shall have the unilateral right to control the operation of the community gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer.

26. Telecommunications Services.

26.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of LAKES AT COCOA GROVE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Owners may enter into one or more contracts for the provision of one or more Telecommunication Services for his/her Home. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within LAKES AT COCOA GROVE as agreed, from time to time, between the Telecommunications Provider and Developer. It is anticipated that the Developer will not install alarms in Homes within LAKES AT COCOA GROVE.

26.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of LAKES AT COCOA GROVE pursuant to an agreement between Association or Owner and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon LAKES AT COCOA GROVE for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon LAKES AT COCOA GROVE for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of LAKES AT COCOA GROVE, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

26.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association, the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right, to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

26.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

27. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

28. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

29. Selling Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

29.1 Transfers Subject to Approval.

29.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without Approval of Association.

29.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 29, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

29.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

29.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

29.2.1 Notice to Association.

29.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

29.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association. Each Owner is solely responsible to obtain all required permits relating to leasing property from all applicable governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any and all Association approvals shall be deemed withdrawn.

29.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

29.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

29.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

29.2.2 Certificate of Approval.

29.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records of County (the **"Public Records").**

29.2.2.2 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.

29.2.2.3 Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 29.2.2.4 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper

officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

29.2.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

29.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

29.3 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Home, the matter shall be disposed of in the following manner:

29.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Home, upon the following terms:

29.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

29.3.1.2 The purchase price shall be paid by official check or federal wire.

29.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

29.3.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 29.

29.3.2 Lease. In the event the Board disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval.

29.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

29.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

29.5 Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

29.6 Notice of Lien or Suit.

29.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

29.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

29.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity

of any judicial sale.

30. General Provisions.

30.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

30.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

30.3 Severability . Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

30.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $_____ which Association and Developer agree is a fair and reasonable remedy.

30.5 Execution of Documents. Developer's plan of development for LAKES AT COCOA GROVE (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in c01mection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of LAKES AT COCOA GROVE, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to LAKES AT COCOA GROVE or any portion(s) thereof.

30.9 Disclosure Regarding Private Parcel and Cellular Tower. ALL OWNERS, OCCUPANTS AND USERS OF LAKES AT COCOA GROVE ARE HEREBY PLACED ON NOTICE THAT A CELLULAR TOWER AND/OR CELLULAR TOWER SITE MAY EXIST WITHIN OR IN CLOSE PROXIMITY TO LAKES AT COCOA GROVE. CELLULAR TOWERS, CELLULAR TOWER SITES AND THE OPERATION AND MAINTENANCE THEREOF CAN AND WILL EMIT UNPLEASANT NOISES AND/OR OTHER EMISSIONS WHICH COULD POTENTIALLY RESULT IN, AMONG OTHER THINGS, INCONVENIENCES, INTERRUPTIONS IN USE OR ENJOYMENT OF PROPERTY OR COMMON AREAS, AND/OR HEALTH ISSUES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LAKES AT COCOA GROVE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT SUCH OWNER AND/OR SUCH OWNER'S INVITEES, GUESTS, TENANTS OR OTHER OCCUPANTS DO NOT OBJECT TO THE PRESENCE OF THE CELLULAR TOWER OR CELLULAR TOWER SITE, (ii) THAT THE CELLULAR TOWER, CELLULAR TOWER SITE AND THE USE, OPERATION, AND/OR MAINTENANCE THEREOF SHALL NOT BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (iii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE WITHIN OR IN PROXIMITY TO LAKES AT COCOA GROVE (EVEN IF NOT BEING ACTIVELY USED AT THE TIME OF ENTRY), (iv) THE OWNER OF THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE, EXCEPT RESULTING DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RESPECTIVE OWNER THEREOF, AND (v) ANY PURCHASE OR USE OF ANY PORTION OF LAKES AT COCOA GROVE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30.10 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LAKES AT COCOA GROVE ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LAKES AT COCOA GROVE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LAKES AT COCOA GROVE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LAKES AT COCOA GROVE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LAKES AT COCOA GROVE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30.11 Development Agreement Obligations. Intentionally Left Blank

30.12 Groundwater Disclosure: Intentionally Left Blank

30.13 Soil Disclosure: Intentionally Left Blank

30.1 LME Areas – Association Maintenance. Intentionally Left Blank

30.2 Title Documents. Each Owner by acceptance of a deed to a Lot or Home acknowledges that such Lot/Home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Plat, Club Plan and those documents listed in the Owner's title commitment and title insurance policy, as well as further title documents described in this Declaration (collectively, the "**Title Documents**"**):**

Developer's plan of development for LAKES AT COCOA GROVE may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such

documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney- in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

In WITNESS WHEREOF, the undersigned, being Developer here under, has hereunto set its hand and seal

This: _____ day of _____, 2023

WITNESSES:

Mountain Cove Homes, at the Lakes of Cocoa Grove LLC,
(A Florida Limited liability company)

_____

Print Name: _____ By: _____

_____ Name: _____

Print Name: _____ Title: _____

STATE OF FLORIDA

County of: _____

The foregoing instrument was acknowledged before me this _____day of _____, 2023 by

_____of MOUNTAIN COVE HOMES AT THE LAKES OF COCOA GROVE, LLC, a Florida limited liability Company, who is personally known to me or who produced _____as identification, on behalf of the company.

My commission expires: _____

Return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 2024, by **Mountain Cove Homes at Lakes at Cocoa Grove, LLC** ("Grantor") whose mailing address is 4878 SW 74th Court Miami, FL 33155 to **the City of Cocoa** ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, the Grantor has applied for and received approval for a final subdivision, entitled The Lakes at Cocoa Grove from the City, and the Property constitutes a portion of the lands to be subdivided; and

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the Property (also referred to as the "Conservation Easement Area"), which was shown in Grantor's land use applications as being intended to be held in preservation by the subdivision's homeowner's association; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. Activities approved in writing by the Grantee; and

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

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

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

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

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

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

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The parties agree that, in the event a violation of the terms, provisions, or restrictions of this Conservation Easement occurs, there may not be an adequate remedy at law. Therefore, in addition to any other legal remedies that may be available, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction. This Conservation Easement shall in no way be considered to limit any other remedy available by law to the Grantee, which shall include nuisance and code enforcement actions to the extent applicable.

8. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Brevard County, Florida.

12. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in

the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Conservation Easement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTEE:

Attn: City Manager

City of Cocoa, Florida

65 Stone Street

Cocoa, FL 32922

TO GRANTOR:

Attn: Mountain Cove Homes at Lakes at Cocoa Grove, LLC

4878 SW 74 Court

Miami, Florida 33155

or to such other address as such party shall have specified most recently by like Notice. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14. **Governing Law and Venue.** This Conservation Easement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida, for state court actions or the Middle District of Florida, Orlando Division, for federal court actions.

15. **Attorney's Fees.** In the event any action or suit is instituted to enforce any provision of this Conservation Easement, the prevailing party shall be entitled to reasonable attorney's fees and expert fees at trial and on appeal incurred in any way in connection with the matter.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right

and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor and Grantee set their respective hands on the day and year above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

WITNESSES:

Print Name: RAFAEL NUNEZ

Address: 289 Ludlam Dr., Miami Springs

Print Name: Anelis Leon

Address: 12214 SW 118th Ln. Miami. Fl. 33186

GRANTOR:

Victor F. Solorzano
Mountain Cove Homes at Lakes at Cocoa Grove, LLC

Its: Manager

Dated: 04-19-2024

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 19 day of April, 2024 by Victor F. Solorzano, as Manager of Mountain Cove Homes at Lakes at Cocoa Grove, LLC, who is X personally known to me or ____ who has produced _____ as identification.

Notary Public
PRINT/TYPE NAME: Alicia E. Quinones
Notary Public in and for the County and State last aforesaid.
My Commission Expires: 2/5/2026
Serial No., if any: HH193748

ALICIA E. QUINONES
Notary Public
State of Florida
Comm# HH193748
Expires 2/5/2026

WITNESSES:

_____
Print Name: _____

Address:_____

_____
Print Name: _____

Address: _____

CITY OF COCOA, FL

_____
City Manager

Date:_____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 2024 by _____, as City Manager of Cocoa, who is ___ personally known to me or ___who has produced _____ as identification.

_____
Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

JOINDER AND CONSENT

For and in consideration of the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Brightline Trains Florida, LLC.**, a Delaware limited liability company, authorized to do business in the State of Florida, hereby joins in and consents to the foregoing Conservation Easement by and between the City of Cocoa, a Florida municipal corporation, and Mountain Cove Homes at Lakes at Cocoa Grove, LLC, a Florida limited liability company.

Signed and sealed in the presence of:

Brightline Trains Florida, LLC

By: _____

Print Name: _____

Title : _____

_____

Print Name: _____

Address: _____

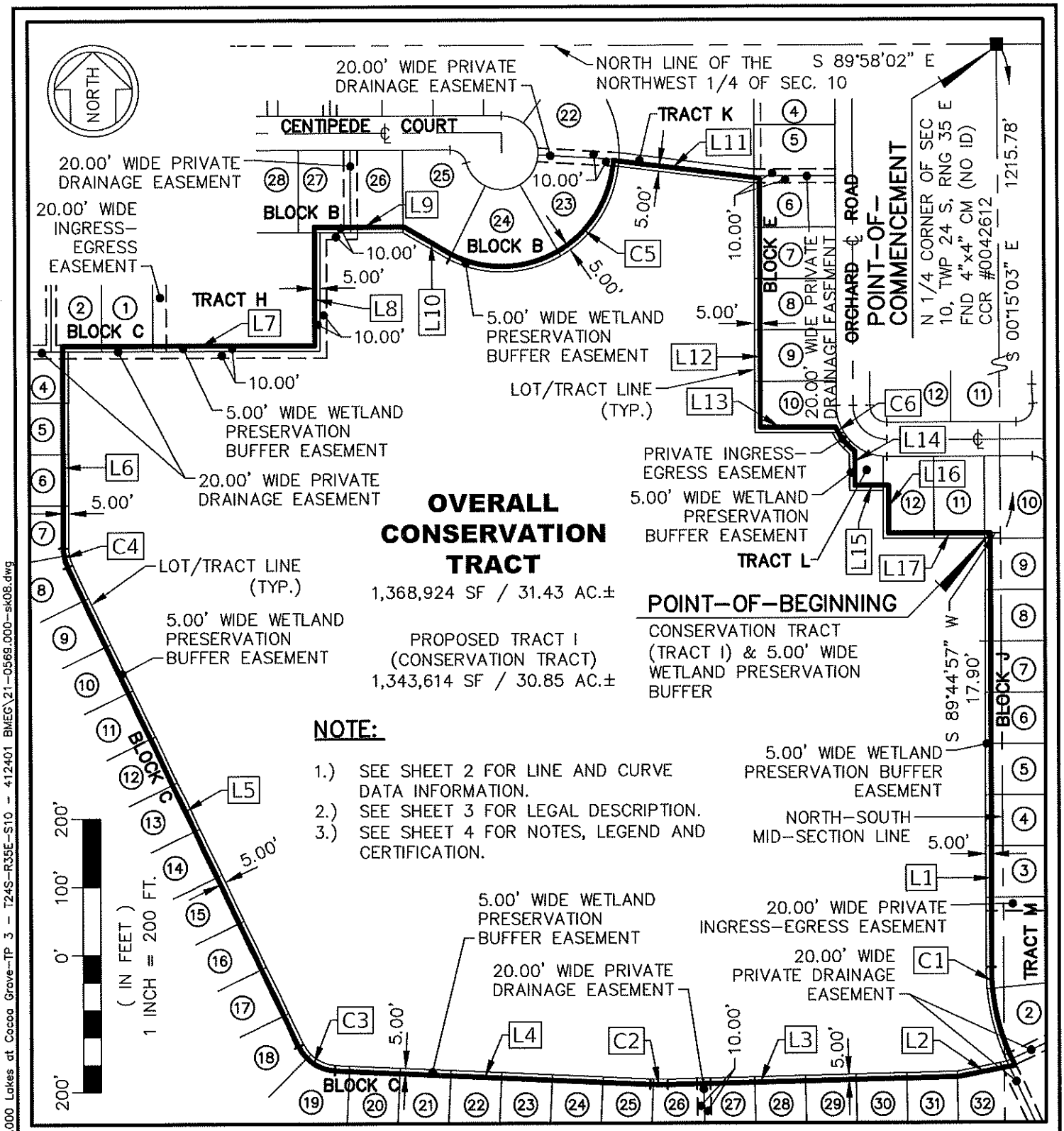
Date: _____

_____

Print Name: _____

Address: _____

EXHIBIT "A"



NOTE:

1.) SEE SHEET 2 FOR LINE AND CURVE DATA INFORMATION.
2.) SEE SHEET 3 FOR LEGAL DESCRIPTION.
3.) SEE SHEET 4 FOR NOTES, LEGEND AND CERTIFICATION.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:

MOUNTAIN COVE HOMES

BREVARD COUNTY FLORIDA

SHEET S1.4

DRAWN BY: JWS CHECKED BY: JBC	SCALE: 1"=200'	PROJECT NO. 21-0569.000		SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2024-04-22	DRAWING: 21-0569.000-SK08.DWG	REVISIONS	DATE / DESCRIPTION	

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BMEG\21-0569.000-sk08.dwg

CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	BEARING
C1	320.00'	26°13'51"	146.50'	74.56'	145.22'	S 13°04'57" E
C2	360.00'	4°00'01"	25.13'	12.57'	25.13'	N 89°23'29" W
C3	60.81'	60°45'53"	64.49'	35.65'	61.51'	N 56°32'06" W
C4	62.57'	24°33'43"	26.82'	13.62'	26.62'	N 12°50'18" W
C5	169.00'	111°43'08"	329.53'	249.23'	279.75'	N 60°50'22" E
C6	85.00'	29°10'30"	43.28'	22.12'	42.82'	S 38°52'13" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°01'58" W	632.15'
L2	S 79°03'39" W	82.09'
L3	S 88°36'31" W	428.76'
L4	N 87°23'29" W	467.24'
L5	N 25°40'42" W	779.80'
L6	N 00°02'08" E	292.07'
L7	S 89°57'52" E	371.50'
L8	N 00°02'08" E	173.17'
L9	S 89°58'02" E	129.85'
L10	S 59°50'18" E	79.74'
L11	S 82°50'11" E	210.54'
L12	S 00°01'58" W	364.34'
L13	S 89°58'02" E	112.54'
L14	S 00°01'58" W	51.47'
L15	S 89°58'02" E	50.00'
L16	S 00°01'58" W	70.21'
L17	S 89°58'02" E	150.83'

NOTE:
1.) SEE SHEET 1 FOR SKETCH OF DESCRIPTION.
2.) SEE SHEET 3 FOR LEGAL DESCRIPTION.
3.) SEE SHEET 4 FOR NOTES, LEGEND AND CERTIFICATION.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
MOUNTAIN COVE HOMES
BREVARD COUNTY FLORIDA

SHEET S2.4

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2024-04-22	DRAWING: 21-0569.000-SK08.DWG	REVISIONS	DATE	DESCRIPTION	

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BMEG\21-0569.000-sk08.dwg

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST; THENCE SOUTH 00°15'03"EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, A DISTANCE OF 1215.78 FEET; THENCE SOUTH 89°44'57"WEST, A DISTANCE OF 17.90 FEET TO THE POINT-OF-BEGINNING; THENCE SOUTH 00°01'58"WEST, A DISTANCE OF 632.15 FEET TO THE POINT-OF-CURVATURE OF A 320.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°13'51" A DISTANCE OF 146.50 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 13°04'57"EAST AND A CHORD DISTANCE OF 145.22 FEET; THENCE SOUTH 79°03'39"WEST, A DISTANCE OF 82.09 FEET; THENCE SOUTH 88°36'31"WEST, A DISTANCE OF 428.76 FEET TO THE POINT-OF-CURVATURE OF A 360.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°00'01" A DISTANCE OF 25.13 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 89°23'29"WEST AND A CHORD DISTANCE OF 25.13 FEET; THENCE NORTH 87°23'29"WEST A DISTANCE OF 467.24 FEET TO THE POINT-OF-CURVATURE OF A 60.81 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°45'53"A DISTANCE OF 64.49 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 56°32'06"WEST AND A CHORD DISTANCE OF 61.51 FEET; THENCE NORTH 25°40'42"WEST, A DISTANCE OF 779.80 FEET TO THE POINT-OF-CURVATURE OF A 62.57 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°33'43", A DISTANCE OF 26.82 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 12°50'18"WEST AND A CHORD DISTANCE OF 26.62 FEET; THENCE NORTH 00°02'08"EAST, A DISTANCE OF 292.07 FEET; THENCE SOUTH 89°57'52"EAST, A DISTANCE OF 371.50 FEET; THENCE NORTH 00°02'08"EAST, A DISTANCE OF 173.17 FEET; THENCE SOUTH 89°58'02"EAST, A DISTANCE OF 129.85 FEET; THENCE SOUTH 59°50'18"EAST, A DISTANCE OF 79.74 FEET TO THE POINT-OF-CURVATURE OF A 169.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 111°43'08"A DISTANCE OF 329.53 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 60°50'22"EAST AND A CHORD DISTANCE OF 279.75 FEET; THENCE SOUTH 82°50'11"EAST, A DISTANCE OF 210.54 FEET; THENCE SOUTH 00°01'58"WEST, A DISTANCE OF 364.34 FEET; THENCE SOUTH 89°58'02"EAST, A DISTANCE OF 112.54 FEET TO A POINT ON THE ARC OF A 85.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°10'30"A DISTANCE OF 43.28 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 38°52'13"EAST AND A CHORD DISTANCE OF 42.82 FEET; THENCE SOUTH 00°01'58"WEST, A DISTANCE OF 51.47 FEET; THENCE SOUTH 89°58'02"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°01'58"WEST, A DISTANCE OF 70.21 FEET; THENCE SOUTH 89°58'02"EAST, A DISTANCE OF 150.83 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 31.43 ACRES MORE OR LESS.

NOTE:

1.) SEE SHEETS 1 & 2 FOR SKETCH OF DESCRIPTION.
2.) SEE SHEET 4 FOR NOTES, LEGEND AND CERTIFICATION.

DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
MOUNTAIN COVE HOMES
BREVARD COUNTY FLORIDA

SHEET S3.4

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 2024-04-22	DRAWING: 21-0569.000-SK08.DWG	REVISIONS	DATE	DESCRIPTION	

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BMEG\21-0569.000-SK08.dwg

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARING STRUCTURE SHOWN HEREON IS BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING S 89°58'02" E, BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD'83/'09).
3. INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY BMEG, INC., PROJECT NUMBER 412401, LAST REVISED MAR. 18, 2024.
4. SEE SHEET 1 FOR SKETCH OF DESCRIPTION. SEE SHEET 2 FOR LINE AND CURVE DATA INFORMATION. SEE SHEET 3 FOR LEGAL DESCRIPTION.
5. TITLE WORK NOT PROVIDED. SUBJECT PARCEL IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.
6. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
7. CERTIFIED TO:

MOUNTAIN COVE HOMES

JOSEPH BARRY CABANISS CERTIFICATE No. 4524 STATE OF FLORIDA REGISTERED LAND SURVEYOR

LEGEND:

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PU	PUBLIC UTILITIES
PU & DE	PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
±	PLUS OR MINUS
℄	CENTERLINE
(TYP)	TYPICAL
POB	POINT-OF-BEGINNING
FND	FOUND
(D)	BEARING/DISTANCE PER DEED
(P)	BEARING/DISTANCE PER PRORATION
—\/\—	GRAPHIC BREAK

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

5/6/24

JOSEPH BARRY CABANISS, P.L.S. — DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
DRMP, INC. CERTIFICATE NO.: 2648
NOT VALID UNLESS SIGNED AND SEALED

DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
MOUNTAIN COVE HOMES
BREVARD COUNTY FLORIDA

SHEET S4.4

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 2024-04-22	DRAWING: 21-0569.000-SK08.DWG				

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010

O:\Merritt_Island\Dwg\DRMP-Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - T24S-R35E-S10 - 412401 BMEG\21-0569.000-sk08.dwg

MORTGAGE:

KNOW ALL MEN BY THESE PRESENTS: THAT **BRIGHTLINE TRAINS FLORIDA LLC,** A DELAWARE LIMITED LIABILITY COMPANY, AS MORTGAGEE, THE OWNER AND HOLDER OF THAT CERTAIN PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT, DATED AS OF FEBRUARY 19, 2021, AND RECORDED MARCH 3, 2021, IN OFFICIAL RECORDS BOOK 9037, AT PAGE 2806, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE ABOVE DEDICATIONS.

IN WITNESS WHEREOF:

THAT **BRIGHTLINE TRAINS FLORIDA LLC**, A DELAWARE LIMITED LIABILITY COMPANY, AS MORTGAGEE, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY ITS Vice President, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS 30th DAY OF April, A.D., 2024.

BRIGHTLINE TRAINS FLORIDA LLX, A DELAWARE LIMITED LIBILITY COMPANY, AS MORTGAGEE

BY: KPCobb
PRINT NAME: KOLLEEN COBB
TITLE: VICE PRESIDENT

WITNESSES:

1. Jessica Perez
PRINT NAME: Jessica Perez
ADDRESS: 350 NW 1st Ave, Ste 200 Miami, FL 33128

2. John Gonzalez
PRINT NAME: John Gonzalez
ADDRESS: 350 NW 1st Ave Suite #200 Miami, FL 33128

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) S.S.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY: THAT ON THIS DAY BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION PERSONALLY APPEARED BEFORE ME AS AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, KOLLEEN COBB,

AS VICE PRESIDENT OF **BRIGHTLINE TRAINS FLORIDA LLC,** A DELAWARE LIMITED LIABILITY COMPANY, AS MORTGAGEE, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED A DRIVERS LICENSE AS IDENTIFICATION AND EXECUTED THE FOREGOING INSTRUMENT FREELY AND VOLUNTARILY AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 30th DAY OF April A.D.,2024.

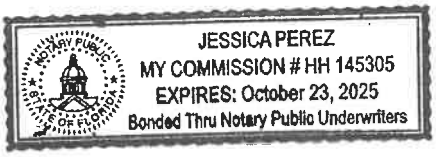
BY: Jessica Perez

PRINTED NAME: Jessica Perez

NOTARY PUBLIC, STATE OF Florida AT LARGE

COMMISSION NUMBER: HH 145305

MY COMMISSION EXPIRES: Oct. 23, 2025



LocaliQ
Florida
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	04/17/2024
Order Number:	10085412
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	107.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	04/19/2024 - 04/19/2024	Public Notices
BRE floridatoday.com	1	04/19/2024 - 04/19/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$223.49
Tax Amount	$0.00
Service Fee 3.99%	$8.92
Cash/Check/ACH Discount	-$8.92
Payment Amount by Cash/Check/ACH	$223.49
Payment Amount by Credit Card	$232.41

Order Confirmation Amount	**$223.49**

Ad Preview

Ad#10085412 4/19/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

PZ-21-00100002- Final Plat Approval (Lakes at Cocoa Groves)

A. Consideration of a Final Plat pursuant to Chapter 18 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
April 23, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.org.

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

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

Public Participation Information:

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	24-230	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/18/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Provide direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	041824 - City of Cocoa Golf Cart Study - $34,900.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2024
Agenda Date: May 14, 2024
Prepared By: Abigail Morgan, P.E., Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Provide direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s).

BACKGROUND:

On February 13, 2024, Council tabled this request for small changes to the task order to clarify focus areas in each Council District.

At the September 26, 2023, City Council Meeting, the City Council directed staff to conduct further research on how other municipalities implemented golf cart operations in their city.
Staff reached out to nearby coastal municipalities, Cape Canaveral being one. Upon review of the Kimley-Horn Proposal for Professional Services for City of Cape Canaveral Golf Cart Study, staff felt it captured Council's objectives. The city has a current Continuing Services Agreement (CSA) with Kimley-Horn so staff reached out to them and requested a similar outlined Task Order.

The overall objective of the Cocoa Golf Cart Study (the "Project") is to evaluate the roadways within the City of Cocoa to determine the feasibility of and limits of the paved roadways that are suitable for golf cart use.

As this is a citywide study, it will include a focus on the city-maintained roadways within each City Council District. The study will make a reasonable effort to summarize relevant findings within each District, in addition to the citywide assessment.

The study will also evaluate the suitability for golf cart crossing at three intersections with state roads, to be determined in conjunction with the City.

The cost for this effort is $34,900. Staff is requesting direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s).

STRATEGIC PLAN CONNECTION:

Comprehensive Plan 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.

BUDGETARY IMPACT:

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

Awaiting City Council direction whether to proceed with the Task Order.

PREVIOUS ACTION:

Council tabled this item previously on February 13, 2024. (Agenda 24-049).
Council requested staff to look into operation of golf carts on City roads (Agenda 23-605).

RECOMMENDED MOTION:

Provide direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s).

City of Cocoa Task Order #1 – Golf Cart Study

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa ("City"), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023

PROJECT UNDERSTANDING

The overall objective of the Cocoa Golf Cart Study (the "Project") is to evaluate the roadways within the City of Cocoa to determine the feasibility of and limits of the paved roadways that are suitable for golf cart use. Our project understanding is outlined below:

1. The City is considering adoption of a golf cart ordinance that will identify which roads in the City are appropriate for golf cart use.
2. Florida Statute 316.212 addresses golf cart operation on public roadways.
3. The City has requested Kimley-Horn perform a planning study to determine the feasibility of, and limits of, the public roadways within the City of Cocoa that are suitable for golf cart use.
4. As this is a citywide study, it will include a focus on the city-maintained roadways within each City Council District. The study will make a reasonable effort to summarize relevant findings within each District, in addition to the citywide assessment.
5. The City has provided a map of roadways maintained by the City to be included in this study.
6. The study will evaluate the suitability for golf cart crossings at up to three intersections with state roads. The City is initially interested in the following locations, but are subject to change:
    1. S.R. 524 @ London Blvd or Westminster Drive
    2. S.R. 520 @ Brevard Ave or Delannoy Ave
    3. U.S. 1 @ Rosa L. Jones Dr or Peachtree Street or Dixon Blvd or Michigan Ave
7. The Florida Department of Transportation (FDOT) has specific criteria to evaluate golf cart crossings of state highways, which is outlined in the FDOT Traffic Engineering Manual.

SCOPE OF SERVICES

TASK 1 – Project Kickoff and Meetings

1.1 Project Kickoff Meeting and Staff Coordination

Kimley-Horn will establish an initial project kickoff meeting with City staff to review and discuss the study protocols, refinements to the project approach, schedule, and deliverables. Kimley-Horn will coordinate and attend the following two (2) meetings with the City as part of this task, in addition to regularly scheduled project team meetings:

- Initial staff kick-off meeting.
- Presentation of recommendations to City staff.

1.2 Florida Department of Transportation (FDOT) Coordination

This task includes preparation for, and virtual attendance at two (2) meetings with FDOT staff. The first will be to review initial recommendations and to discuss feasibility of golf cart crossings at intersections with state roads, and the second will be a follow-up meeting to review the final Study. City representatives will be in attendance at these meetings.

1.3 Brevard County Coordination

This task includes preparation for, and virtual attendance at one (1) meeting with staff from Brevard County to discuss the feasibility of golf cart crossings at intersections with County roads. City representatives will be in attendance at this meeting.

TASK 2 – Golf Cart Network Assessment

2.1 Data Review and Collection

Kimley-Horn will review background information including Florida Statutes related to golf carts (F.S. 316.212), as well as FDOT guidelines (Traffic Engineering Manual, Chapter 5). Kimley-Horn will review available traffic count data from the FDOT Florida Traffic Online Web Application (2022), the Space Coast TPO Transportation Data Management System, and any additional data provided by the City.

Kimley-Horn will collect 24-hour tube counts at up to 6 locations within the City limits at locations determined in conjunction with the City.

Kimley-Horn will perform one (1) field visit to City maintained roadways within the City limits.

2.2 Proposed Golf Cart Network

Kimley-Horn will assess the suitability of the City maintained roadways within the City limits for golf cart use based on the criteria and best practices identified in Task 2.1., such as speed, volume, and character of motor vehicle traffic using the roadway.

2.3 State Crossing Locations Review

Kimley-Horn will review up to three (3) potential golf cart crossing locations of a state roadway and summarize the strengths/weaknesses for each location. This information will be reviewed at the meetings with FDOT identified in Task 1. Evaluation of these intersections may include the documentation of existing signal features, roadway features, speed limits, and lane geometry. Existing traffic patterns and operations will also be observed.

Kimley-Horn will evaluate each intersection for the criteria specified in the FDOT Traffic Engineering Manual and identify recommendations on the suitability of golf cart crossings.

2.4 Golf Cart Ordinance Peer Review

Kimley-Horn will conduct a review and develop a brief summary of up to three (3) golf cart ordinances enacted by comparable Florida municipalities.

TASK 3 – Project Documentation

3.1 Golf Cart Study Report

Kimley-Horn will provide a draft report to the City summarizing the assessment, recommendations, and include a graphic that illustrates the roadways that are determined to be appropriate for golf cart use. The graphic will include any recommended regulatory and non-regulatory signage, speed limit posting modifications, pavement marking modifications, or other roadway or roadside improvements necessary to allow for golf cart access on the designated roadways.

Kimley-Horn will revise the draft report and graphic one time based on specific review comments from the City.

3.2 Presentation

Kimley-Horn will prepare for and attend one regularly scheduled City Council meeting to present the findings and recommendations associated with this study.

3.3 Final Project Deliverables

All documents will be submitted to the City in digital format in their native format, in high-resolution .pdf format (for printing and publishing) and in low-resolution .pdf format (for posting on the Web).

Information Provided by the City

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City, or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: All information necessary to perform our services to support this effort.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Attendance at additional meetings and public hearings beyond those identified above.
- Preparation of a draft ordinance.
- Additional Data Collection such as traffic counts (tube counts), turning movement counts, operational analysis except where noted previously.
- FDOT Approvals, Design, Permitting, and Construction.
- GIS database.
- Opinion of planning costs.
- Additional mapping or graphics not identified above.
- Any services not specifically described in the above scope of services.

SCHEDULE

Kimley-Horn will initiate work on the Project within two weeks of an executed notice to proceed from the City. Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

METHOD OF COMPENSATION

Services under this Work Order will be provided for a lump sum fee of **$34,900** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023.

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS: Fee Table

ACCEPTED:

THE CITY OF COCOA, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____
TITLE:_____	TITLE: Senior Associate
DATE:_____	DATE: 4/18/2024

Legislation Details (With Text)

File #:	24-235	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	4/19/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	

Title: Approve the current lien for the property located at 1059 Cypress Ln to $2,622.08, as recommended by the Code Enforcement Board. On August 15, 2019 the property owner was found to be in violation of: Weeds, Sec. 6-1003 (d); For the accumulation of tall weeds, grass and/or overgrowth exceeding 12" in height, Protective Treatment, Sec. 6-1003 (d); For the disrepair of protective treatment (paint) to the exterior walls, fascia and exterior surface areas and Storing Outdoors, Sec. 6-900 (b) (11); For accumulation of outdoor storage items such as boxes, tires, gas cans, clothing, etc. The fine period was from September 16, 2019 to April 27, 2023 (4 Yrs.) and the lien ran at $75.00 per day leaving a total fine balance of: $98,840.00. (Police Chief)

Sponsors:

Indexes:

Code sections:

Attachments:
1. Council Staff Report.pdf
LR App.pdf
LR Staff Report.pdf
Cost Aff -1059.pdf
BCPAO(2).pdf
BCPAO.pdf
Notice of Violation.pdf
Notice of Hearing.pdf
BO.pdf
Order.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 8, 2024
Agenda Date: May 14, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current lien for the property located at 1059 Cypress Ln to $2,622.08, as recommended by the Code Enforcement Board. On August 15, 2019 the property owner was found to be in violation of: **Weeds, Sec. 6-1003 (d);** For the accumulation of tall weeds, grass and/or overgrowth exceeding 12" in height, **Protective Treatment, Sec. 6-1003 (d);** For the disrepair of protective treatment (paint) to the exterior walls, fascia and exterior surface areas and **Storing Outdoors, Sec. 6-900 (b) (11);** For accumulation of outdoor storage items such as boxes, tires, gas cans, clothing, etc. The fine period was from **September 16, 2019** to **April 27, 2023** (4 Yrs.) and the lien ran at **$75.00** per day leaving a total fine balance of: **$98,840.00.**

BACKGROUND:

CASE # 19-304

In general, Section 6-707 of the City Code provides that the City considers the following factors when reviewing a code lien reduction application:

(1) The gravity of the violation;
(2) The time in which it took the violator to come into compliance;
(3) The accrued amount of the code enforcement fine or lien;
(4) Any previous or subsequent code violations;
(5) Any financial hardship; and
(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

After a recommendation has been rendered by the code enforcement board, the city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied. The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien. If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

The Code Enforcement Board held a public hearing on **8/15/2019**, at which time the Board found the owner, **Janet Johnson & Thomas Matlock** in violation of the following:

- **Weeds Sec, 6-1003 (d)**
- **Protective Treatment, Sec. 6-1003 (b)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **November 21, 2019.**

The lien ran at **$75.00** per day from **9/16/2019** until compliance was achieved on **4/27/2023**. Code records show onsite inspections were conducted by **Officers Briggs, Buonocore, myself**. The case was closed leaving a fine of **$98,840.00**.The current owner, **Kim Andersen**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**

- Applicant resides at the property: **No, this is a vacant single-family residence**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **19**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, April 18, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$135,880** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,622.08**

Staff's recommendation is that the fine/lien be reduced to **$2,622.08** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

None N/A

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting April 18, 2024, recommended that the lien be reduced to $2,622.08.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the residential property located at 1059 Cypress Ln be reduced to $2,622.08.

Cocoa Police Department
Code Enforcement
Lien Reduction Staff Report

Case No. 19-304 **Site Address:** 1059 Cypress Ln

Staff: Julian Briggs, Vincent Buonocore | Code Officers; Augusto Gonzalez | Code Manager

I. PROPERTY INFORMATION:

Property Owner: Kim Andersen
Mailing Address: 2350 Pineapple Pl
Merritt Island FL 32952

II. CASE FACTS:

FINE AMT:	OWNER REQUEST AMT:	CE BOARD RECOMMENDATION:
$98,840.00	Cost of Staff	$2,622.08

NOTICES:	INSPECTIONS:	OTHER FACTS:
Notice of Violation: 11/19/2019	Initial Inspection: 11/19/2019	Rental/Homestead: 2nd Residence
Notice of Hearing: 7/31/2019	Last Inspection: 5/14/2024	Extension(s): Y
Certified Mail: 7/31/2019	Total Inspections: 19	Date of Compliance: 4/27/2023
Posted (to property) Notice: 8/1/2019	Severity: Blight & Unsanitary	Length of Non-Compliance: 4 Yrs.

After considering several factors, on ***April 18, 2024*** the Code Enforcement Board voted to ***reduce*** the current lien for the property located at ***1059 Cypress Ln, Cocoa Fl 32922*** to ***$2,622.08***.

On ***August 15, 2019*** the property owner was found to be in violation of:

- **Weeds, Sec. 6-1003 (d)**; For the accumulation of tall weeds, grass and/or overgrowth exceeding 12" in height.
- **Protective Treatment, Sec. 6-1003 (d)**; For the disrepair of protective treatment (paint) to the exterior walls, fascia and exterior surface areas.
- **Storing Outdoors, Sec. 6-900 (b) (11)**; For accumulation of outdoor storage items such as boxes, tires, gas cans, clothing, etc.

All notices were sent to the property on file with the Brevard County Property Appraiser, posted to the property in violation. The *fine period* was from ***September 16, 2019*** to ***April 27, 2023*** (*4 Yrs.*) and the lien ran at ***$75.00*** per day leaving a total fine balance of: ***$98,840.00***.

III. VIOLATIONS:

Violations Observed: 3

Weeds, Sec. 6-1003 (d) **For the accumulation of tall weeds, grass and/or overgrowth exceeding 12" in height*	**Protective Treatment, Sec. 6-1003 (b)** **For the disrepair of protective treatment (paint) to the exterior walls, fascia and exterior surface areas*
Storing Outdoors, Sec. 6-900 (b) (11) **For the outdoor storage of misc. items including boxes, tires, gas cans, clothes, etc.*	

VI. BACKGROUND INFORMATION:

The property was found in violation of the above noted items, the owner was given notice, reasonable time to correct the violation(s) and service of process was completed pursuant to FS. 162.

The current property owner *(Kim Andersen)* purchased the property on *March 8, 2023 and was not* the *violator* or *property owner* when this case was started.

Once *Mr. Andersen* purchased the property he contacted the Code Enforcement (CE) office requesting an inspection and status. Mr. Andersen received corrective actions, began correcting deficiencies noted by staff and later submitted his lien reduction application on *March 1, 2024* at which point a lien reduction inspection was completed and compliance was confirmed.

Mr. Andersen was compliant, cooperative and maintained communication throughout his lien reduction process. Per conversations I (Augusto Gonzalez) had with Mr. Andersen, future plans for the property include: *personal usage (2nd home) while travelling for work*.

Application # CE - 16 - 809

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

· For Office Use Only - Date Received

BY: _____

RECEIVED MAR 01 2024

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 02-29-24

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: KIM ANDERSEN

Mailing Address: 2350 PINEAPPLE PLACE

City: MERRITT ISLAND State: FL Zip Code: 32952

Phone #: 321-848-4953 Fax #: _____

Mobile #: _____ E-mail: HENRIKREALTY@ICLOUD.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1059 CYPRESS LANE COCOA

Parcel ID:

24-36-29-01-121□□.□-

242□.□□

Tax Account Number:

2421756

Existing Use(s) on Property: RESIDENTIAL HOUSE

Proposed Use(s) on Property: RESIDENTIAL HOUSE

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): BOAT STORAGE, GRASS, EAVES ROTTEN WOOD,

Date Fine or Lien Imposed: MARCH 8 2017 Amount of Fine: 98,880.00
per day SEPT 17 2019 213,010.00

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 04-27-2023
07-09-2019

5. **Please provide the following information:**

Code enforcement case number: 19-304
16-809

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
PURCHASED PROPERTY AND IMMEDIATELY MET WITH VINCE BUONOCORE. HE INSTRUCTED US ON REPAIRS THAT NEEDED TO BE MADE TO STOP FINES.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
PROPERTY WAS IN PREVIOUS OWNERS NAME AND COULD NOT FIX FINANCIALY

Amount you are requesting that the lien be reduced to: ADMINISTRATIVE COSTS
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
THE PROPERTY IS CURRENTLY BEING COMPLETELY REHABILITATED TO PROSPER IN COMMUNITY

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
NO

6. **Please submit the following items in order complete the application:**
   a. ☒ **Notarized application.**
   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**
   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).
   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Kim Andersen being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Alexander Wright
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL CDL

alexander wright
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 1st day of March, 20 24

Notary Public State of Florida
Alexander Wright
My Commission HH 424413
Expires 7/23/2027

Application # CE - 19 - 304

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

- For Office Use Only - Date Received

RECEIVED
MAR 01 2024
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 02-29-24

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: KIM ANDERSEN

Mailing Address: 2350 PINEAPPLE PLACE

City: MERRITT ISLAND State: FL Zip Code: 32952

Phone #: 321-848-4953 Fax #: _____

Mobile #: _____ E-mail: HENRIKREALTY@ICLOUD.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1059 CYPRESS LANE COCOA

Parcel ID:

24-36-29-01-121□□.□-

242□.□□

Tax Account Number:

2421756

Existing Use(s) on Property: RESIDENTIAL HOUSE

Proposed Use(s) on Property: RESIDENTIAL HOUSE

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): BOAT STORAGE, GRASS, EAVES ROTTEN WOOD,

Date Fine or Lien Imposed: MARCH 8 2017 Amount of Fine: 98,880.00
SEPT 17 2019 213,010.00
per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 04-27-2023
07-09-2019

5. **Please provide the following information:**

Code enforcement case number: 19-304
16-809

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
PURCHASED PROPERTY AND IMMEDIATELY MET WITH VINCE BUONOCORE. HE INSTRUCTED US ON REPAIRS THAT NEEDED TO BE MADE TO STOP FINES.

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   a. ☒ **Notarized application.**
   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**
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11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Kim Andersen 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.

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(APPLICANT SIGNATURE)

Alexander Wright
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL CDL

alexander wright
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 1st day of March, 20 24

Notary Public State of Florida
Alexander Wright
My Commission HH 424413
Expires 7/23/2027

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
4/18/2024

LIEN REDUCTION REQUEST FOR
1059 Cypress Ln

CASE # 19-304

The Code Enforcement Board held a public hearing on **8/15/2019**, at which time the Board found the owner, **Janet Johnson & Thomas Matlock** in violation of the following:

- **Weeds Sec, 6-1003 (d)**
- **Protective Treatment, Sec. 6-1003 (b)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **November 21, 2019.**

The lien ran at **$75.00** per day from **9/16/2019** until compliance was achieved on **4/27/2023**. Code records show onsite inspections were conducted by **Officers Briggs, Buonocore, myself**. The case was closed leaving a fine of **$98,840.00**.The current owner, **Kim Andersen**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No, this is a vacant single-family residence**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **19**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, April 18, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$135,880** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,622.08**

Staff's recommendation is that the fine/lien be reduced to **$2,622.08** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-19-304 **Date: 4/18/24**

Kim Andersen

Site Address: 1059 Cypress

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	19	0.75	$35.06	$499.61
2	Code Manager	2	0.75	$48.54	$72.81
3					
				Total A1	$572.42

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	20	0.5	35.06	$701.20
2	Code Manager	2	0.5	48.54	$97.08
3					
				Total A2	$798.28

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	98	$0.55	$53.90
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$260.48

C. Total Amount of Cost (A1+A2+A3+B): $2,622.08

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700
www.BCPAO.us
Disclaimer

REAL PROPERTY DETAILS
Account 2421756 - Roll Year 2023

Owners	ANDERSEN, KIM
Mailing Address	2350 PINEAPPLE PL MERRITT ISLAND FL 32952
Site Address	1059 CYPRESS LN COCOA FL 32922
Parcel ID	24-36-29-01-12-1
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.25
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0011/0100
Subdivision	PINERIDGE SUBD
Land Description	PINERIDGE SUBD LOT 1 BLK 12



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$135,880	$104,980	$61,850
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$74,830	$68,030	$61,850
Assessed Value School	$135,880	$104,980	$61,850
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$74,830	$68,030	$61,850
Taxable Value School	$135,880	$104,980	$61,850

SALES / TRANSFERS

Date	Price	Type	Instrument
03/08/2023	--	QC	9735/2184
04/27/2021	--	DC	9105/2253
08/13/2015	--	QC	7431/2777
01/01/1993	$31,200	NN	3264/0165
11/01/1992	$10,800	CT	3246/1635
07/01/1990	--	QC	3128/4493
03/15/1988	$50,400	WD	2889/0291
07/07/1983	--	QC	2441/0930

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1957
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,100
Garage	282
Open Porch	36
Utility Room	78
Total Base Area	1,100
Total Sub Area	1,496

Extra Features	
Patio - Concrete	72

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

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Disclaimer

REAL PROPERTY DETAILS
Account 2421756 - Roll Year 2023

Owners	ANDERSEN, KIM
Mailing Address	2350 PINEAPPLE PL MERRITT ISLAND FL 32952
Site Address	1059 CYPRESS LN COCOA FL 32922
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Taxable Value Non-School	$74,830	$68,030	$61,850
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SALES / TRANSFERS

Date	Price	Type	Instrument
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01/01/1993	$31,200	NN	3264/0165
11/01/1992	$10,800	CT	3246/1635
07/01/1990	--	QC	3128/4493
03/15/1988	$50,400	WD	2889/0291
07/07/1983	--	QC	2441/0930

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1957
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,100
Garage	282
Open Porch	36
Utility Room	78
Total Base Area	1,100
Total Sub Area	1,496

Extra Features	
Patio - Concrete	72

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 4/11/2019
CASE: 19-304

To Johnson, Janet M; Matlock, Thomas D
1000 Lee Ave
Rockledge FL 32955

Notice of Violation

Address of Violation: 1059 Cypress Ln Cocoa FL 32922
Parcel Control No.: 24-36-29-01-12-1
Legal Description: Add Legal Description from Property Appraiser Website

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within **30**days*.*

City of Cocoa Code Violation(s):

XXXVI.Weeds, Ch 6 Sec. 6-1001(d)

XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)

XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)

Corrective Action*:*

XXXVI-Please Mow, remove, and Maintain all areas of the property.

XXVII-Please clean or paint the structure.

* *XXXIII-Please remove all items or place all outside storage in a fully enclosed building.*

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time. If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Julian Briggs
Code Enforcement Officer
321-482-4608
jbriggs@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 10/31/2019
CASE: 19-304
ADDRESS: 1059 Cypress Ln

To: **Johnson, Janet M; Matlock, Thomas D**
1000 Lee Ave
Rockledge FL 32955

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	**Johnson, Janet M; Matlock, Thomas D**
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 11/21/2019, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order dated Broad Order Date, which is attached hereto. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

_____

Steve Murdick - Code Officer
Code Enforcement
(321)-474-0809/ smurdick@cocoafl.org

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 19-304

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Johnson, Janet M; Matlock, Thomas D
Owners of the Property located at:
1059 Cypress Ln
Cocoa, FL 32922

Parcel ID: 24-36-29-01-12-1

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on August 15, 2019 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: XXXVI.Weeds, Ch 6 Sec. 6-1001(d), XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b) and XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: XXXVI.Weeds, Ch 6 Sec. 6-1001(d), XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b) and XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11), of the City Code.

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until September 16, 2019 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of seventy-five dollars ($75.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS _____ DAY OF _____, 2019.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

_____
Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Johnson, Janet M; Matlock, Thomas D, whose mailing address is 1000 Lee Ave Rockledge FL 32955 this ___ day of _____, 20_____via __hand delivery/__certified mail/__U.S. mail/__posting (mark all that apply).

_____
Secretary, Code Enforcement Board

CFN 2019272432, OR BK 8614 Page 2779, Recorded 12/16/2019 at 04:29 PM Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 19-304
11/21/2019

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Johnson, Janet M, Matlock, Thomas D
Owners of the Property located at:
1059 Cypress Ln
Cocoa FL 32922

Parcel ID: 24-36-29-01-12-1

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 11/21/2019 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 9/16/2019

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162 08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 21st , day of November, 2019

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 21 day of November 2019, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

Legislation Details (With Text)

File #:	24-297	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/14/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Council approval to apply for a Railroad Crossing Elimination (RCE) grant from the Federal Railroad Administration in conjunction with the Space Coast Transportation Planning Office (SCTPO) in the amount of $705,000 for Safety Improvements to the Crossing at W. Highland Drive. Approve the Resolution. Authorize the City Manager to Execute the Grant Application. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard RCE Safety Enhancement Alternatives Summary_2024-05-06.pdf Brevard RCE Safety Enhancement Alternatives Matrix_2024-05-06.pdf RR Xing Safety Grant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2024
Agenda Date: May 28, 2024
Prepared By: Frank Mirabito, Streets & Stormwater Manager
Through: Abigail Morgan, P.E. - Public Works Director/City Engineer
Requested Action:
Council approval to apply for a Railroad Crossing Elimination (RCE) grant from the Federal Railroad Administration in conjunction with the Space Coast Transportation Planning Office (SCTPO) in the amount of $705,000 for Safety Improvements to the Crossing at W. Highland Drive. Approve the Resolution. Authorize the City Manager to Execute the Grant Application.

BACKGROUND:

Selected crossings within Brevard County are eligible for additional safety improvements under Federal Railroad Administration grant funding. The notice of funding opportunity (NOFO) is anticipated in late May 2024.

The SCTPO consultants are working to complete a matrix summarizing safety enhancements for the nine RR crossing locations south of SR 528 and cost estimates for construction and maintenance. The SCTPO has requested that each agency will need to take the recommended enhancements to their respective council/board to obtain permission to utilize local funds needed to satisfy match requirements for the Rail Crossing Elimination Grant that we are anticipating submitting later this summer pending NOFO release.

The City of Cocoa has the following six crossings with the relevant maintenance party:

1) Michigan Avenue - Brevard County
2) Dixon Boulevard - Brevard County
3) W. Highland Drive - City of Cocoa
4) Peachtree Street - City of Cocoa
5) King Street (S.R. 520) - Florida Department of Transportation (FDOT)
6) Rosa L. Jones Drive - City of Cocoa

Of these six crossings, Peachtree Street, King Street, and Rosa L. Jones Drive are up to date with the most current safety crossing regulations.

Brevard County Staff is currently reviewing safety enhancements at Michigan Avenue and Dixon Boulevard. A recommendation for specific safety enhancements at these two crossings will be made in the coming weeks.

City Staff is recommending the 4 Quadrant Gate System at W. Highland Drive at a cost of $705,000, as highlighted in the table below. The local match is anticipated to be 20% or $141,000. These improvements will seal the rail corridor in Brevard County. If the grant is awarded, staff will prepare an agenda item to accept the grant and put the budget in place.

W. Highlands Drive	Location of Gate Additions	-	NW/SE Quadrants		NW Quadrant	
	Location of Channelization Device Addition		East of Crossing	-	East of Crossing	
	Estimated Vehicle Violations	91	12	16	17	20
	Total Construction Cost	$0	$810,000	$705,000	$710,000	$650,000
	Annual Maintenance Costs	$5,000	$10,000	$10,000	$10,000	$11,000

STRATEGIC PLAN CONNECTION:

Upgrading this railroad crossing will increase public safety for the railroad and the travelling public.

BUDGETARY IMPACT:

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

Budget will be provided upon budget award.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval to apply for a Railroad Crossing Elimination (RCE) grant from the Federal Railroad Administration in conjunction with the Space Coast Transportation Planning Office (SCTPO) in the amount of $705,000 for Safety Improvements to the Crossing at W. Highland Drive. Approve the Resolution. Authorize the City Manager to Execute the Grant Application.

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DATE 5/6/2024



BREVARD RAIL CROSSINGS RCE GRANT

SAFETY ENHANCEMENT ALTERNATIVES

SPACE COAST TPO

KITTELSON & ASSOCIATES

Michigan Avenue

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants
  - 3-Quad Gates with Median/Channelization
    - Cost to add exit gate to SE quadrant only







Dixon Boulevard

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants









West Highlands Drive

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants
  - 3-Quad Gates with Median/Channelization
    - Cost to add exit gate to NW quadrant only







Masterson Street

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants
  - 3-Quad Gates with Median/Channelization
    - Cost to add exit gate to SE quadrant only

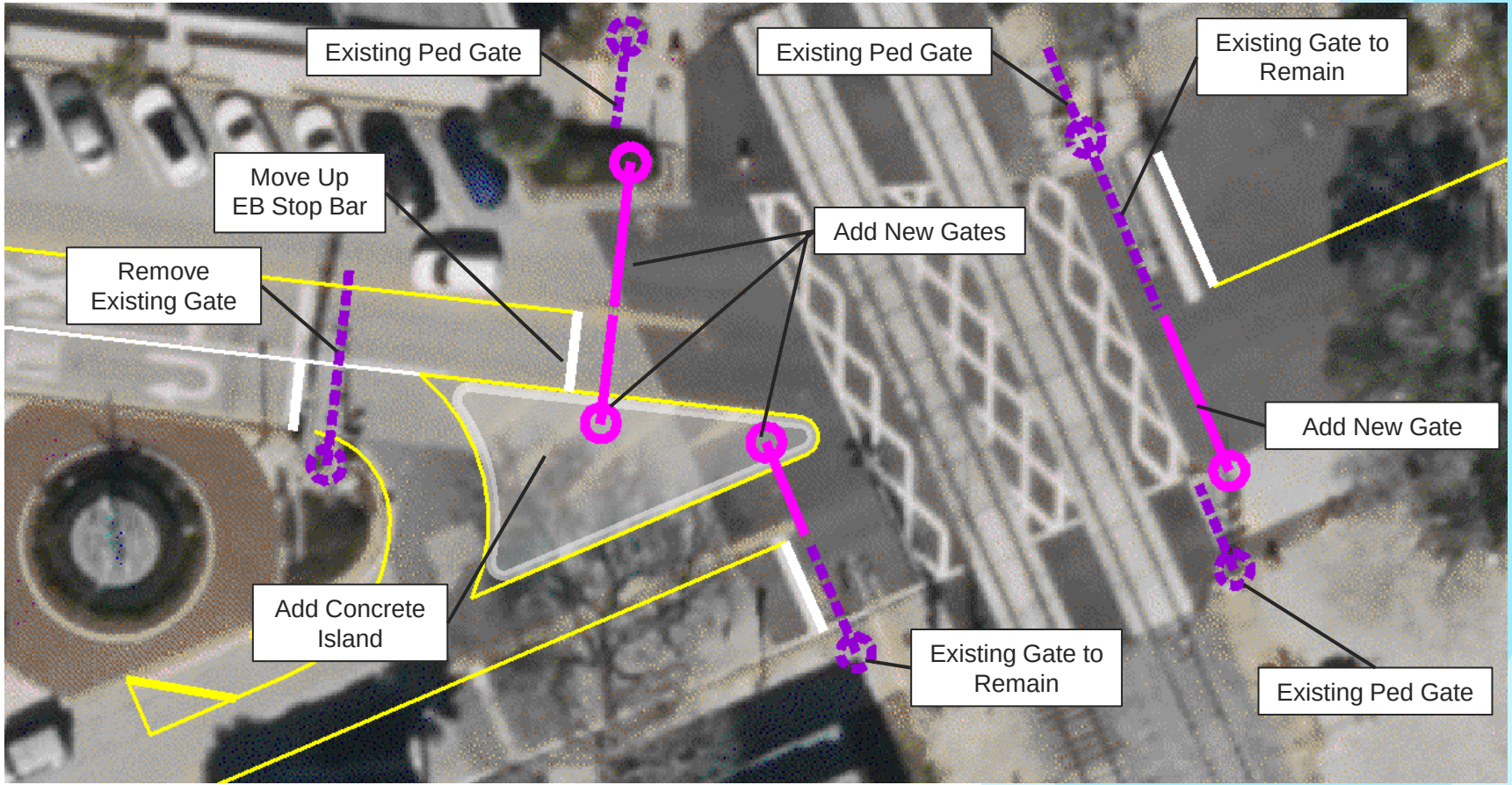






New Haven Avenue

- Potential Enhancements



New Haven Avenue

- Safety Enhancements
  - Cost of removing existing EB entry gate
  - Cost of new EB entry gate
  - Costs of new WB exit gates
  - Cost of new EB exit gate







Prospect Avenue

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants





Line Street (W.H. Jackson Street)

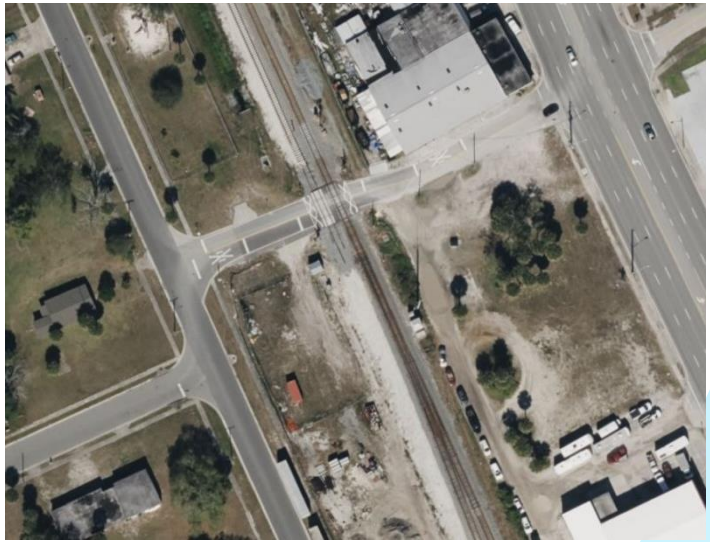
- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants
  - 3-Quad Gates with Median/Channelization
    - Cost to add exit gate to SE quadrant only





Jernigan Avenue

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants





Holly Street

- Safety Enhancement Alternatives
  - Update to 4-Quad Gates
    - Cost to add exit gates to NW and SE quadrants
  - 3-Quad Gates with Median/Channelization
    - Cost to add exit gate to NW quadrant only







Brevard Rail Crossings RCE Grant
Safety Enhancement Alternatives Summary Matrix
5/6/2024

Crossing	City	Maintaining Agency	Safety Enhancements	No-Build	4 Quadrant Gate System and Median	4 Quadrant Gate System	3 Quadrant Gates and Median	3 Quadrant Gates and Flexible Delineators
Michigan Avenue	Cocoa	Brevard County	Location of Gate Additions	-	NW/SE Quadrants		SE Quadrant	
			Location of Channelization Device Addition		West of Crossing	-	West of Crossing	
			Estimated Vehicle Violations	211	27	38	40	
			Total Construction Cost	$0	$910,000	$745,000	$810,000	
			Annual Maintenance Costs	$5,000	$10,000	$10,000	$10,000	
Dixon Boulevard	Cocoa	Brevard County	Location of Gate Additions	-		NW/SE Quadrants		
			Location of Channelization Device Addition			-		
			Estimated Vehicle Violations	560		101		
			Total Construction Cost	$0		$725,000		
			Annual Maintenance Costs	$5,000		$10,000		
W. Highlands Drive	Cocoa	City of Cocoa	Location of Gate Additions	-	NW/SE Quadrants		NW Quadrant	
			Location of Channelization Device Addition		East of Crossing	-	East of Crossing	
			Estimated Vehicle Violations	91	12	16	17	20
			Total Construction Cost	$0	$810,000	$705,000	$710,000	$650,000
			Annual Maintenance Costs	$5,000	$10,000	$10,000	$10,000	$11,000
Masterson Street	Melbourne	City of Melbourne	Location of Gate Additions	-	NW/SE Quadrants		SE Quadrant	
			Location of Channelization Device Addition		West of Crossing	-	West of Crossing	
			Estimated Vehicle Violations	119	15	21	23	26
			Total Construction Cost	$0	$730,000	$645,000	$610,000	$560,000
			Annual Maintenance Costs	$5,000	$10,000	$10,000	$10,000	$11,000
New Haven Avenue	Melbourne	City of Melbourne	Location of Gate Additions	-	NW/SE Quadrants			
			Location of Channelization Device Addition		West of Crossing			
			Estimated Vehicle Violations	248	20			
			Total Construction Cost	$0	$760,000			
			Annual Maintenance Costs	$5,000	$10,000			
Prospect Avenue	Melbourne	City of Melbourne	Location of Gate Additions	-		NW/SE Quadrants		
			Location of Channelization Device Addition			-		
			Estimated Vehicle Violations	55		10		
			Total Construction Cost	$0		$685,000		
			Annual Maintenance Costs	$5,000		$10,000		
Line Street (W.H. Jackson Street)	Melbourne	City of Melbourne	Location of Gate Additions	-	NW/SE Quadrants		SE Quadrant	
			Location of Channelization Device Addition		West of Crossing	-	West of Crossing	
			Estimated Vehicle Violations	129	17	23	24	28
			Total Construction Cost	$0	$855,000	$755,000	$745,000	$690,000
			Annual Maintenance Costs	$5,000	$10,000	$10,000	$10,000	$11,000
Jernigan Avenue	Melbourne	City of Melbourne	Location of Gate Additions	-		NW/SE Quadrants		
			Location of Channelization Device Addition			-		
			Estimated Vehicle Violations	100		18		
			Total Construction Cost	$0		$760,700		
			Annual Maintenance Costs	$5,000		$10,000		
Holly Street	Micco	Brevard County	Location of Gate Additions	-	NW/SE Quadrants		NW Quadrant	
			Location of Channelization Device Addition		East of Crossing	-	East of Crossing	
			Estimated Vehicle Violations	124	16	22	24	27
			Total Construction Cost	$0	$945,000	$755,000	$835,000	$725,000
			Annual Maintenance Costs	$5,000	$10,000	$10,000	$10,000	$12,000

Notes:
Construction costs estimated utilizing FDOT LRE Pay Items or estimations provided by Brightline
Annual maintenance costs either provided by Florida East Coast Railway or estimated utilizing FDOT LRE Pay Items

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Utilities Department	**DIVISION:** Administration
POINT OF CONTACT: John A. Walsh, P.E.	**PROJECT MANAGER:** John Perrin, P.E.
NAME OF GRANT: Installation Resilience Program	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** OLDCC
AMOUNT REQUESTED: $ 1.2M	**GRANT DUE DATE:**

PROJECT DESCRIPTION:

To conduct the design and permitting for a 16" water main extension under the Pineda Causeway from the west end of Patrick Space Force Base to S.R. A1A and then continue north on S.R. A1A to the northern boundary of PSFB and connect to the city's existing water main.

Being bundled under the Patrick SFB Potable Water Resiliency-IR Project, original due date unknown.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 135,000	**TARGET DATE TO COUNCIL:** 05/28/2024
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:** N/A

WHAT ARE THE REPORTING REQUIREMENTS?

TBD

FUTURE REQUIREMENTS TO CONSIDER:

This federal grant award is dependent on a matching state Commerce Department award of $135,000 that constitutes the 10% minimum match for the federal grant. Total project for federal and state funding is $1,335,000.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-309	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/23/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	City of Cocoa's Open Board Vacancies. (Administrative Services Director/City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 23, 2024
Agenda Date: May 28, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current vacancies:

Board of Adjustment
- 1 Regular member vacancy
- 2 Alternate member vacancies

General Pension Board
- 1 Regular member vacancy

Cocoa CRA
- 1 Regular member vacancy

Code Enforcement Board
- 1 Regular member vacancy

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- 1 Alternate member vacancy
- 3 Regular member terms expiring the end of June, 2024

Planning and Zoning

- 3 Regular member vacancies

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can submit an application on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

Applications must be submitted by Friday, June 14th at 5pm.

Appointments will be made by the City Council at a City Council meeting.

STRATEGIC PLAN CONNECTION:

Encourages active civic engagement.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Informational item only.

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Legislation Details (With Text)

File #:	24-314	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/23/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Bi-weekly Report from May 10 - May 23, 2024.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 23, 2024
Agenda Date: May 28, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from May 10 - May 23, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

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Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: May 10 – 23, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 10 received/ 7 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Dustin Senf – Crewleader, Utilities/Water Field Operations, May 13, 2024
  - Nicole Chewuk – Accounts Payable Clerk, Finance/General Accounting, May 13, 2024
  - Keegan Teel – Utilities Mechanic I, Utilities/Dyal, May 13, 2024
  - Samantha Washington – Victims Advocate, Police/Administration, May 13, 2024
  - Jonathan Medina – Police Officer, Police/Administration, May 13, 2024
- Recent promotions
  - Jason Dowty – Police Officer Trainee, Police/Administration, April 29, 2024
  - Javier Karelovich – Crewleader, Public Works/Streets, May 6, 2024
  - Devirus Pollard – Maintenance Worker II, Utilities/Water Field Operations, May 13, 2024
  - Jeffrey Burton – Field Inspector, Utilities/Engineering, May 13, 2024
- Key retirements
  - N/A

Communication and Economic Development

- Media Stories:
  - Brevard County commissioners to vote on Brightline station in Cocoa
  - Brevard commissioners to discuss a potential Brightline station in Cocoa
  - Brevard County is so close to getting its own Brightline train station
  - Cocoa business owners eager for proposed Brightline stop
  - State Rep. Tyler Sirois excited about Brightline station in Cocoa despite 'work to do'
  - How Commissioner Steele, Cocoa aim to get money for Brightline station
  - Brightline train station could bring economic boost to Cocoa, Brevard
  - Board supports $5M Brevard tourism grant for Brightline station in Cocoa
  - Leaders OKs funding for next step in Cocoa Brightline station
  - Cocoa Police Welcomes K9 'Hasko' as Latest Addition to the Department
  - First funding approved for Cocoa Brightline Station
  - Steele proposes $5M Brevard tourism grant for Brightline Cocoa station
  - Brevard County approves millions for a future Brightline Cocoa station
  - Cocoa Police Commander Pat Doval Completes Northwestern University Center for Public Safety Training Course
  - Brevard County commissioners approve grant for Brightline station in Cocoa
  - Cocoa police officers rescue toddler from near drowning at apartment complex
  - Cocoa Police Officers Help Save Two-Year-Old Boy After Near Drowning
  - Cocoa Police Spotlight Community Hero Delores McLaughlin for Pioneering Youth Intervention Programs
  - Officials reveal strategy used to seek grants to build Brightline train station in Cocoa
- New News Releases:
- Upcoming Events:
  - May 14, 2024: Hurricane Preparedness Expo
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 30,620
    - Post engagement: 1,778
    - Followers: 15,521
  - Twitter
    - Impressions: 1,869
    - Followers: 3,383
  - LinkedIn
    - Post impressions: 810
    - Followers: 1,187
  - NextDoor
    - Impressions: 1,902
    - Members: 5,095
  - April e-newsletter (Sent 4/5/24)
    - Sent to 681 contacts
    - 52% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - May e-newsletter (Sent 5/6/24)

        - Sent to 685 contacts
        - 49% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails July 1, 2024.
- Upcoming special events at Leisure Services facilities:
    - **The Preclampsia Foundation presents the Space Coast Promise Walk**
        - May 18, 2024, 7-10am
        - Cocoa Village and Riverfront Park
    - **19th Annual City of Cocoa Memorial Day Tribute Event and Parade**
        - May 27, 2024, 4-7pm
        - Riverfront Park and Cocoa Village

Community Services – update 5/22/2024

- **New businesses –April and May 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
B & B Candles & Soaps, LLC	12 Stone Street, 32922	1	0	1	Soaps & Novelities (Gift Shop New Location)
Emerald Key Wellness, LLC	224 Forrest Ave. 32922	1	1	1	Wellness Clinic Health Services,
Nova's Gift Shop, LLC	116 Harrison Street, Ste A	1	0	1	Active Gift Shop*** Re-located to new Address
Oridinary to Extraordinary Life , LLC	602 Brevard Ave A 101 - 32922	1	0	1	Massage Therapist Coaching Teaching
Robins Nest Commecial Embriordery. Inc	319 River Edge Blvd#110 , 32922	1	1	1	Custom Commercial Embroidery Svcs- Mon - Thurs 10-3PM
Automated Logic Corporation	1541 N Cocoa Bld #106, 32922	4	0	2	HVAC & Refridgeration & Ventilation Equipment Company
Action Packed Gaming, LLC	603 Cidco Road, 32926	2	1	3	Gaming Products & Plastics & Acrylic Parts

Tianna's Hair Palace, LLC	310 Brunson Ave #105, 32922	1	0	1	Hair Salon -By Appt Only ***
China Park Express, LLC	2301 Highway 524 #115, 32926	3	0	3	Chinese Take out - Tues-Sunday 11:00Am - 10PM
Sail's By Morgan Inc	229 Forrest Ave Unit B 32922	2	1	1	Sail Boat Sails & Repairs Complete Canvas work
Mexico's Grill Y Mariscos, LLC	1120 Clearlake Road. 32922	5	1	4	Full service Mexican Kitchen
Tienda Quetzal LLC,	1112 Lake Drive, 32922	2	0	1	Clothing Store & Pre-pkg Snacks
Beyond Bossy Boutique, LLC	1138 Lake Drive, 32922	1	0	1	New & used Clothing Sales
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Symplyme Apparel, LLC	1106 Abington Street, 32922	1	0	2	Online Sales clothes & Apparel.
Arnold Family Electric, LLC	1317 Elizabeth Ave, 32922	1	0	2	Home Office- for Mobile Electrician
Sunstate Tire Recycling, LLC	1043 N Range Road, 32926	2	0	3	Home Office Acct Payables & Rec for off site Business
Arise and Shine Enterprises, LLC	1718 Pineda Street, 32922	1	1	4	Internet Sales & Marketing
Haven Flowers	1354 S. Stetson Drive, 32922	1	0	4	Floral Arrangement By Appt only Weddings & Ect

May 1-22 building inspections – 273

May 1-22 building permits issued – 112

Finance

- Staff is working to complete the FY24 Cocoa CRA and the Diamond Square CRA financial statements, which will then allow staff the complete the State Annual Financial Report for FY24.
- Staff is doing ongoing preparation for the FY25 budget.
- Staff is working with other departments to provide information for the CRISI grant that is due May 28.
- Staff is preparing F-ROC documentation to be presented to departmental staff to be used for the FY24 hurricane season & any other disasters that the City might experience henceforth.
- The hotel vendor for was selected & approved at the May Cocoa CRA meeting
- The vendor was selected for the CRA master plan updates. The agreement is in progress.
- The vendor for the Lee Wenner Park parking project was selected.
- Staff has been working with multiple departments on grant applications.
- The Pineda project will be bid once the state and federal grants are awarded.
- The Harry T. Moore Center doors and windows have been ordered.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work done expected to be delivered in June 2024.
- April calls for service 510 (68% EMS, 32% Fire Related)
- Recruit Firefighters to graduate from Fire School (EFSC) May 29th,2024.
- Multiple Public Relations events attended by crews.
- New Engine 31 Housing Ceremony 4/5/2024 at Fire Station 1.
- Continued increase in call volume and multiple units down for repairs.
- New Brush truck to arrive in June.
- Department fully staffed waiting for the graduation of the High School graduates to add to staffing as fulltime employees.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.
- Working with PD and IT for much needed upgrades for the Unified Command Post. Outdated equipment and technology not functioning in the unit.
- Welcome to the new Administrative Coordinator Tiffany Bonadio to Cocoa Fire Rescue Department.
- Hurricane Preparedness Expo at City Hall on May 14th.

Information Technology

- Project updates/highlights
    - PD Server hardware successfully upgraded
    - ITB for replacement Storage Area Network (SAN) closed and bids were opened
    - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
    - 86 open helpdesk tickets
    - 479 new tickets opened in last 30 days
    - 462 tickets closed/resolved in last 30 days
    - 4844 tickets opened in last 365 days

Police Department Updated 4/18/24

- Activity/Event highlights
    - Officer Swear in 4/8
    - Officer of the year Banquet 4/17
    - SWAT training in Orlando w/Brightline 4/9
    - Accreditation Formal Onsite Assessment 4/16-18
- New project/training updates
- Chief's walk highlights
    - None
- Community engagement highlights/events
    - Cooper Book signing 4/12-13
- Call stats-Crime Stats: January 1, 2024- April 14, 2024 (For comparison purposes January 1, 2023-April 14, 2023, data is also included)
    - Property Crimes Offenses have decreased by 11%.
    - Violent Crime Offenses decreased by 16%
    - Overall, crime offenses have decreased by 12%.
    - Calls for Service decreased 9% (22,131 in 2023 compared to 20,173 in 2024)
- Code Enforcement stats/highlights/Activity:

Active Cases	377
Complied Cases	193
Code Board Cases scheduled for	24
Snipe Signs Pulled	250

Highlights:

- Working on Outstanding Business Tax Receipts.
- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.

- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mentions:

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction; Groundbreaking Event to be held on Tuesday, February 6th at Carl Anderson Park at 9:00 am.
  - Parks Projects
    - Provost – In progress
    - Don Stradley Memorial Park- In progress
- Work order stats (received/closed)
  - 86 received
  - 80 closed
  - Residential Bulk Green Waste Requests: 61
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Under Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - Brightline formally launched a Request for Proposals (RFP) for a new station planned for the Treasure Coast of Florida. Brightline will announce the site in the first quarter of 2024.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – February
  - WFO Issued Work Orders – 1,589
  - WFO Completed Work Orders – 1,223
  - Hydrants Flushed – 144
  - Valves Exercised – 436

- Utility Locate Requests – 2,395
- SFO Issued Work Orders – 181
- SFO Completed Work Orders – 137

Legislation Details (With Text)

File #:	24-315	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/24/2024			**In control:**	City Council
On agenda:	5/28/2024			**Final action:**	
Title:	Planning & Zoning Project Updates Report.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Current Development Projects Summary May-2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 24, 2024
Agenda Date: May 28, 2024
Prepared By: Luci Ribeiro, Planner
Through: Stockton Whitten, City Manager
Requested Action:
Informational Only - Planning & Zoning Project Updates Report.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.

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Current Development Projects Summary

PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS	PROJECT / UNITS	COUNCIL DISTRICT
Adamson Creek Phase 2	Adamson Rd	Approved Pending Building Permit	Approved	30	3
Cirrus Apartments	2320 SR-524	Approved	DA, under construction	280	3
Diamond Back Phase 2	3445 Grissom Pkwy	Phase 2 – under construction	Under construction		3
London Cove	SR-524	Resubmitted Landscape Plans and Preliminary Plat for review.	Under review	Commercial	3
Range Rd	2415105 N Range Rd 2423194 N Range Rd 2423188 N Range Rd	Under Review	RTC under review.	71	4
River Walk	1500 N Cocoa Blvd	Approved	Two residential units are under construction	26	2
StorQuest	SR-524	Approved with conditions Submitted for Building Permit	Waiting for Utilities and County approval before recording a sidewalk easement	Commercial	3
The Lakes at Cocoa Groves	Hwy 528	Final Plat under review	DA, Approved with Conditions	350	3
The Cottages at Cocoa Village	425 Brevard Ave	Approved	DA, Under Construction	18	1

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Advantage Self Storage	2404120	Under Review	RTC under review.	Commercial	3
Windward Preserve	Friday Rd	Approved w/conditions	Tree mitigation under review	385	3
Allegra	SR-524	Approved w/ conditions	DA, Approved/ waiting to close on the property	312	3
Bleakly Eng. Grissom Pkwy | Sims Crane	Grissom Pkwy	Under Review BOA Waiver Tree Mitigation	Site Plan pending Tree Mitigation	Commercial	3
Cocoa Village Bay Estates	3018781 – Dixon Blvd 620 Dixon Blvd	Under Review	RTC under review	Commercial	2
Cocoa 11 Truck, RV, Boat	Grissom PKWY	Under Review BOA Waiver Tree Mitigation	Site Plan Pending Tree Mitigation	Commercial	3
Walmart Gas Station	2700 Clearlake Rd	Waiting for submittal Ongoing Communication	Pending New Pre-app meeting, Site Plan Amend, DA	Commercial	4
Biscaya Cocoas Holding	301 S Cocoa Blvd	Waiting for hearing City Council	Rezoning App	Commercial	1
SRM Concrete	2456315	Approved. Pending Building permit	Approved	Commercial	3
Glas Show Kitchen	644 W King St	Under review	Site Plan, Special Exception, and waivers under review.	Commercial	1
Little Texas Outpost	300 N. Cocoa Blvd	Site Plan – BTR	Staff comments sent to the applicant	Commercial	1
Banana River Coffee	2951 Oxbow Circle	Site Plan	RTC under review.	Commercial	3

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Hughlett Factory Parking Lot	699 Hughlett Ave/ 213 Factory St	Site Plan Amendment	RTC under review		1
Farm Bar	638 Brevard Ave	Site Plan amendment/ BOA Waiver and SPX approved.	Site Plan Under Review	Commercial	1
Kolter Townhomes	2444636 2457158	Site Plan	Under Review	224	3
Oak Meadows	1600 Flower Mound Ln	Site Plan Amendment/Rezoning	Under Review	120	2
430 Cox Rd	430 Cox Rd	ZVL Appeal	Postponed June 19.	Commercial	3
Arbors at Cocoa Landing	3023006 3023007	Large Scale Site Plan/Submitted for Building Permit	Approved, Dec. 15, 2020	280 apartments & future 170 townhomes	3