



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.11.

12/2/2021

Subject:

Approval, RE: The Traffic Impact Fee Credit/Reimbursement Agreement between Brevard County, the City of West Melbourne, and DHIC-Hammock Landing LLC. (Second Hearing)

Fiscal Impact:

Pursuant to the adopted Transportation Impact Fee schedule, the anticipated Transportation Impact fees for this project is \$714,300. This Agreement requires the Developer to construct intersection improvements at Minton Road and Heild Road. The current estimate cost of these improvements are \$947,763.

Dept/Office:

Planning and Development

Requested Action:

It is requested that the Board of County Commissioners consider approval of the Agreement with the City of West Melbourne and DHIC-Hammock Landing.

Summary Explanation and Background:

DHIC - Hammock Landing, LLC (the "Developer") owns approximately 30 acres of property east of Minton Road, south of Norfolk Parkway, west of the Luminary at 95 apartments, and north of the Palm Crossings shopping center (the "Property"), located within the City of West Melbourne. The Developer is in the process of developing a 12-building, 300 dwelling unit, residential apartment project with attendant amenities, known as Ascend at Hammock Landing (the "Project").

The Developer is seeking a proportionate fair share agreement with the City of West Melbourne and Brevard County for cost of certain off-site improvements to the road network. The developer has agreed to construct westbound left-turn signal phase at the intersection of Minton Road, Heild Road and the Project driveway which includes conversion of the existing signal from span wire to mast arms. These improvements will increase the roadway capacity by 288 average daily trips, of which 127 trips will be consumed by the Project. Accordingly, the Developer's proportionate share of the eligible intersection improvements will be 44.1% of the actual cost which are estimated to be \$947,763. The Project is expected to generate \$714,300 in Transportation Impact fees.

The Agreement obligates the Developer to (a) construct the Minton Road and Heild Road intersection improvements in the currently estimated amount of \$947,763, and (b) contribute a currently estimated amount of \$417,963 (44.1%) towards future area roadway improvements in the form of impact fees that are not eligible for reimbursement. The Agreement obligates the county and the city to issue transportation impacts fees credits in the amount of \$296,537 to the Developer for the construction of the aforementioned improvements.

The County Attorney's Office has reviewed the attached Agreement.

On November 9, 2021, the Board of County Commissioners conducted the first public hearing and unanimously approved the agreement.

Clerk to the Board Instructions:

Please return a certified copy of the agreement to Planning and Development.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

December 3, 2021

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director Attn: Jeffrey Ball

RE: Item H.11., Approval of Traffic Impact Fee Credit/Reimbursement Agreement between Brevard County, the City of West Melbourne, and DHIC-Hammock Landing, LLC

The Board of County Commissioners, in regular session on December 2, 2021, approved the Traffic Impact Fee Credit/Reimbursement Agreement with the City of West Melbourne and DHIC-Hammock Landing. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL SADOFF, CLERK

Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Finance
Budget

This Agreement prepared by:

Scott A. Glass, Esq.
300 S. Orange Ave., Ste. 1000
Orlando, FL 32801

After recording return to:
Department Director
Brevard County Planning & Development Department
2725 Judge Fran Jamieson Way, Suite A-114
Viera, FL 32940

TRAFFIC IMPACT FEE CREDIT/REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (hereinafter referred to as "County"), **City of West Melbourne, Florida**, a Florida municipal corporation, whose address is 2240 Minton Road, West Melbourne, Florida 32904 (hereinafter referred to as "City"), and **DHIC – Hammock Landing, LLC**, a Delaware limited liability company registered to do business in the State of Florida, whose address is c/o D.R. Horton, Inc., 1341 Horton Circle, Arlington, TX 76011 (hereinafter referred to as "Developer"), is based on the following premises.

RECITALS:

WHEREAS, on January 17, 1989 the County adopted Ordinance 89-04 which amended the Code of Laws and ordinances of Brevard County, Florida to include Article XI known as the "Brevard County Transportation Impact Fee Ordinance" (hereinafter referred to as the "**Ordinance**"); and

WHEREAS, the County and City entered into an interlocal agreement (the "**Interlocal Agreement**") executed on April 11, 1989 by the City and May 16, 1989 by the County, providing for the participation by the City in the program created by the Ordinance; and

WHEREAS, the provisions of the Ordinance are applicable within the incorporated limits of the City including the real property owned by the Developers; and

WHEREAS, City and County transportation impact fee ordinances provide a mechanism for credits against Impact Fees for qualifying contributions towards off-site transportation improvements, and further provide that no credit shall exceed the assessed transportation impact fee for the land development activity awarded the credit; and

WHEREAS, the Ordinance includes a provision for awarding impact fee reimbursements in lieu of impact fee credits for qualifying contributions towards off-site improvements and further provides that such reimbursements shall not exceed the assessed transportation impact fee for the

land development activity awarded the reimbursement, the estimated total cost of the qualifying contribution, or the actual cost of the qualifying contribution, whichever is lowest; and

WHEREAS, the Ordinance includes a schedule of Impact Fees assessable against the users of property for the public purpose of requiring new developments to pay their fair share of the impacts attributable to said development on the Brevard County transportation network; and

WHEREAS, Developer is the owner of approximately 30 acres of property generally located east of Minton Road, south of Norfolk Parkway, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Developer has received approval from the City to construct a 12 building, 300 dwelling unit residential apartment project with attendant amenities known as Ascend at Hammock Landing (the "**Project**"); and

WHEREAS, pursuant to the adopted Transportation schedule of Impact Fees, the calculated impact fee for the Project is \$714,300.00; and

WHEREAS, the City of West Melbourne's duly adopted Comprehensive Plan contains a transportation concurrency requirement to ensure that the City's road network operates at adopted levels of service; and

WHEREAS, provisions of the Interlocal Agreement stipulate that the City shall require, as a condition precedent to the issuance of a certificate of occupancy, the presentation of an impact fee voucher that affirmatively states that the applicant has paid the applicable impact fee for the particular structure or development; and

WHEREAS, the Ascend Hammock Landing Proportionate Share Memorandum prepared by Lassiter Transportation Group, Inc., dated July 19, 2021, a copy of which is attached hereto as Exhibit "B" (the "**LTG Memo**") has been approved by the County and City and states that the Project will generate 1,633 ADT including 108 AM Peak-Hour trips and 132 PM Peak Hour trips; and

WHEREAS, Developer shall make certain improvements to the intersection of Minton Road and Hield Road (at the Project driveway) as set forth in the LTG Memo (the "**Intersection Improvements**"); and

WHEREAS, the Intersection Improvements to be constructed by Developer are expected to further improve traffic safety on Minton Road and Hield Road, and the additional capacity created by the Intersection Improvements will accommodate traffic that is not generated by the Project; and

WHEREAS, the Intersection Improvements shall be constructed according to the design specifications of Brevard County, which shall be incorporated in the plans being submitted for review and approval; and

WHEREAS, the estimated cost of the Intersection Improvement, including a 20% contingency allowance, is Nine Hundred Forty-Seven Thousand Seven Hundred Sixty-Three Dollars and Sixty-Nine Cents (\$947,763.69); and

WHEREAS, pursuant to Table 7 of the LTG Memo, completion of the Intersection Improvements will increase capacity by 288 ADT, of which 127 ADT shall be consumed by the Project, and thus, pursuant to the City of West Melbourne's duly adopted Comprehensive Plan transportation concurrency requirement and enabling ordinances, and the agreement of the parties, the Developer's share of the cost of the Intersection Improvements shall be 44.10% of the actual cost of the Intersection Improvements (the "Developer's Share"); and

WHEREAS, Brevard County has previously enacted moratoria on the collection of impact fees; and

WHEREAS, Brevard County, as a governing body, has the right to rescind impact fees, reduce impact fees, or stay the collection of impact fees; and

WHEREAS, Brevard County cannot commit to make payments of fees that are not collected, and, therefore the parties recognize that if impact fees are eliminated, stayed or reduced Brevard County's obligations to make payments hereunder shall likewise be eliminated, stayed or reduced; and

WHEREAS, the City is responsible for issuance of building permits on the Property based upon the County verifying the trip availability or capacity; and

WHEREAS, Developer shall be responsible for and pay for the Intersection Improvements described herein, in return for which the City and County agree that all Traffic Impact Fees collected by the City and/or County on the Property shall be pipelined into and paid to Developer up to the maximum amount of Impact Fee Credits eligible for the Intersection Improvements as calculated in this Agreement, provided that in no event shall the amount paid to Developer exceed the amount authorized in this Agreement or paid by Developer for non-site improvements, whichever is less; and

WHEREAS, the City and County do not offset any Transportation Impact Fee Credits against the Traffic Impact Fee charged, but rather the fees are collected by the County and, thereafter, payment of the Credits authorized pursuant to the terms and conditions of this Agreement shall be paid directly to Developer; and

WHEREAS, Chapter 62, Land Development Regulations, Article V, Division 4, of the Code of Ordinances of Brevard County, Florida, commonly known as the "Brevard County Transportation Impact Fee Ordinance," is also applicable within the incorporated limits of the City pursuant to Interlocal Agreements between the City and County and sets forth a schedule of impact fees assessable against the development of property; and

WHEREAS, the City and County desire to utilize the provisions of the Florida Local Government Development Agreement Act in order to promote the stated goals and objectives of such Act in Brevard County by entering into this Agreement; and

WHEREAS, the design and construction of the Intersection Improvements is consistent with and serves to implement the City's Comprehensive Plan; and

WHEREAS, Developer wishes to document its authorization to implement the Project subject to the conditions set forth herein and that the Project is vested for development and transportation concurrency for a period not to exceed ten (10) years; and

WHEREAS, on April 20, 2021, the City and Developer entered into a Hold Harmless Agreement with Requirement to Post Bond, which agreement allowed the Developer to commence horizontal site work and obtain building slab permits pursuant to an approved final site plan, and required the Developer to timely enter into this Agreement and construct the Intersection Improvements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are hereby ratified and approved and made a part of this Agreement.
2. **Intersection Improvements.** Developer shall be responsible to pay for and construct the Intersection Improvements pursuant to the design and engineering plans prepared, or to be prepared, by Lassiter Transportation Group, Inc., as such plans are ultimately reviewed and approved by Developer and County. The Intersection Improvements shall be constructed in compliance with a duly issued Brevard County Right of Way Permit. Work on the Intersection Improvements shall commence within twenty-four (24) months of adoption of this Agreement by all parties, subject only to Developer obtaining all of the necessary government permits for the Intersection Improvements, and finish within twelve (12) months thereafter. In the event that any party shall be delayed or prevented from performing any act required by this Agreement by reasons of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, wars, pandemic or other reason of a like nature not the fault of the hindered party, then performance of such acts shall be excused for the period of delay and the period for the performance of such acts shall be extended for a period equivalent to the period of delay provided, however, that any such extension shall not extend the ten (10) year duration of this Agreement as hereinafter set forth. Prior to the commencement of any work on the Project, Developer shall notify the County and City that is ready to proceed.
3. **Engineer's Opinion of Costs.** The Engineer's Opinion of Costs (hereinafter the "Estimated Cost") for completing the Intersection Improvements in accordance with the requirements of this Agreement and the Plans are itemized in **Exhibit "C"** attached hereto and by this reference made a part hereof. For the purpose of calculating the amount of

transportation impact fee credit due Developer, the Engineer's Opinion of Costs shall have the same meaning as estimated costs in the Ordinance. The estimated cost of the Intersection Improvements, including a 20% contingency allowance, is Nine Hundred Forty-Seven Thousand Seven Hundred Sixty-Three Dollars and Sixty-Nine Cents (\$947,763.69). Notwithstanding the above, Developer shall be responsible for payment of all costs of the Intersection Improvements under this Agreement.

4. **Developer's Share of Cost of Intersection Improvements and Permits.** The Developer's Share of the cost of the Intersection Improvements shall be 44.10% of the actual cost of the Intersection Improvements. Prior to issuance of the first building permit for vertical construction of a residential apartment building on the Property, Developer shall pay no less than 44.10% of the estimated cost of the Intersection Improvements, to wit, Four Hundred Seventeen Thousand Nine Hundred Sixty-Three Dollars and Seventy-Nine Cents (\$417,963.79), in Transportation Impact Fees for the Project. Developer shall also post a performance bond ensuring completion of the Intersection Improvements in a timely manner as set forth herein. The Developer's Share shall not be eligible for Transportation Impact Fee reimbursement. To the extent Developer pays Transportation Impact Fees for the Project over and above the Developer's Share, the County shall hold such amount(s) in order to use the same to reimburse Developer as provided in Section 7, below. Once Developer has received all reimbursement to which it is entitled, the County shall be free to use any remaining Transportation Impact Fees collected from the Project in the same manner as it could use any other Transportation Impact Fee.
5. **Delivery by Developer's Certificate of Completion.** Upon the delivery by Developer and/or its agents of its Certificate of Completion by County and request for final inspection of the Intersection Improvements, and the issuance of final "As Built" plans, the County within five (5) days thereafter shall conduct remaining inspections, if any, and issue its Certificate of Completion or, in the event of any deficiencies, state in writing the specifics of the deficiency, and Developer shall within thirty (30) days thereafter commence to satisfy any deficiencies, and diligently pursue the correction of the deficiency. After correction of the deficiencies the County shall issue its Certificate of Completion within five (5) days of the additional submittal. Road construction shall be inspected by the County's Development Inspection Group, and Developer shall pay all fees associated with such review.
6. **Statement of Actual Costs.** Within thirty (30) days from the date that the County and City issue their respective certificates of completion for the Intersection Improvements, Developer shall provide to the City and County a statement of the actual cost of the Intersection Improvements, which statement shall be certified by an engineer of record. The County and City shall have thirty (30) days to review the costs for eligibility and reasonableness and approve the engineer's certification. In the event the City or County does not approve the engineer's certification of cost, the parties shall, within fifteen (15) days of rejection of such certification, choose a mutually acceptable engineer familiar with road design and construction to arbitrate the dispute. The parties shall be bound by said engineer's determination of the actual total cost of eligible improvements. The party or parties disputing the engineer's certification of cost and the Developer shall split the cost

of the outside engineer evenly, i.e., if only one government agency disputes the certification of cost that entity and the Developer will split the cost of having an outside engineer resolve the dispute, but if both government entities dispute the certification the cost shall be split one-third, one-third and one-third.

7. **Impact Fee Credit/Reimbursement.** In consideration of the financial expenses associated with the construction of the Intersection Improvements described in Paragraph 2 above, Developer seeks Impact Fee Reimbursement. To qualify for Impact Fee Reimbursement, Developer must first qualify for Impact Fee Credit. The City and County agree that Developer and its successors in interest shall enjoy the benefit of qualifying for a credit against any Transportation Impact Fees that may be assessed (hereinafter referred to as the "**Impact Fee Credit**") on new construction on the Property. The Impact Fee Credit shall be determined and awarded in accordance with Brevard County Transportation Impact Fee Ordinance. The amount of the Impact Fee Credit shall not exceed the actual cost of constructing the Intersection Improvements or the Estimated Cost, whichever is less, plus the actual cost of any change orders for non-site-specific improvements to the extent such change orders are approved in writing by each and every party hereto, and less the Developer's Share; nor shall it exceed the actual cumulative amount of Transportation Impact Fees assessed for the Project. The qualifications for an Impact Fee Credit, including those under the Ordinance shall be used as the basis for Impact Fee Reimbursement. No actual credits against impact fees are to be awarded, rather, in lieu of impact fee credit, reimbursement of impact fees shall be made from impact fees collected up to the amount qualified to be an Impact Fee Credit. The reimbursement process will be referred to as the "**Credit/Reimbursement**".
8. **Transferability of Impact Fee Credit/Reimbursement.** The Impact Fee Credit/Reimbursement shall be applicable to Transportation Impact Fees that may be assessed on new construction on the Property. The Impact Fee Credits/Reimbursement are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and receives benefits from the improvement or contribution that generated the credits. In no event shall Developer or its successor in interest enjoy the benefit of the Impact Fee Credit/Reimbursement more than ten (10) years from the effective date of this Agreement. Any unused credit/reimbursement qualification shall be forfeited at the expiration of such ten (10) year period, and in no event shall it be reimbursed or redeemable for cash or other valuable consideration other than the Impact Fee Credit/Reimbursement described herein. The County agrees that any and all Transportation Impact Fees it receives from the Property, regardless of who the current owner of the Property, or any portion thereof, may be, shall be forwarded to and/or reimbursed directly to Developer up to the total amount of the Impact Fee Credit, if said fees are received within ten (10) years from the effective date of this Agreement. In the event no Impact Fees are imposed or Impact Fees are eliminated, County shall not owe Developer or be liable to Developer for any money compensation or other consideration as a result of this Agreement.

9. **Vesting.** The parties hereto recognize that the Property is within the jurisdiction of the City and that the City has jurisdiction over the Property for permitting purposes other than County road connection permits and other state, federal or regional permitting requirements. The Parties hereby acknowledge that the County has performed a concurrency evaluation (Review #DR-21-08-03D), a copy of which is attached hereto as **Exhibit "D"** and that development of the Project shall be subject to the terms of such evaluation. The Parties further acknowledge and agree that, so long as Developer obtains a building permit within one year of the effective date of this Agreement, the Project shall be fully vested against transportation concurrency for a period of ten (10) years from the effective date of this Agreement as provided in paragraph 11 below. The City acknowledges that it shall treat the Project as already existing and shall not issue building permits for other projects which would utilize or consume any of the trips vested for the Project. The City shall not be prohibited from issuing building permits for other projects to the extent that there is capacity available to serve such projects taking into account the trips generated by the Project, existing trips and otherwise committed trips, or to the extent that such other projects have entered into their own proportionate share agreements. To assist in addressing the capacity issue, the County shall include the trips to be vested herein as existing trips when conducting any future traffic concurrency analysis for the term of this Agreement.

10. **Applicability of Ordinances and Resolutions of City to Agreement.** The applicability of Ordinances and Resolutions of the City to the Agreement are as set forth below:

A. As provided in Section 163.3233(1), F.S., the ordinances and regulations of the City governing Development of the Property on the Effective Date of this Agreement shall continue to govern the Project, except as otherwise provided herein. At the termination of this Agreement, all then existing codes shall become applicable to the development of the Property. Except as otherwise specifically set forth herein, no fee (including the existence or lack thereof), fee structure, amount computation method or fee amount, including any Impact Fees then in existence or hereafter imposed, shall be vested by virtue of this Agreement.

B. As provided in Section 163.3233(2), F.S., the City may apply changes to vested ordinances and policies, or new requirements, adopted subsequently to the execution of this Agreement to the Property only if the City has held a public hearing and determined that: (a) such new ordinances or policies are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities or densities allowed under this Agreement; (b) such new ordinances or policies are essential to the public health, safety, or welfare and the new ordinances or policies expressly state that they shall apply to a development that is subject to a Development Agreement; (c) such new ordinances or policies are specifically anticipated and provided for in this Agreement; (d) the City has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of the approval of this Agreement; or (e) this Agreement is based on substantially inaccurate information supplied by the Developer.

C. As provided in Section 163.3241, F.S., in the event that state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws, such modification or revocation to take place only after the notice provisions provided for the adoption of a Development Agreement have been complied with. The City shall cooperate with the Developer in the securing of any permits which may be required as a result of such modifications.

D. As provided in Section 163.3235, F.S., the City and County shall review this Agreement not less than once every twelve (12) months to determine if good faith compliance with this Agreement has been shown. If the City or County determines there is a lack of compliance by Developer with this Agreement, it shall notify the Developer of same and give Developer a reasonable time, not to exceed thirty (30) days, to correct such noncompliance. If the Developer fails to comply with the requirements of the notice, and the City or County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City or County. Such revocation or modification may be accomplished only after public hearing and notice otherwise required for the adoption of this Agreement.

11. **Effective Date and Duration.** Within fourteen (14) days after this Agreement has been executed by all parties hereto, the City, or at the City's request the Developer, shall record this Agreement with the clerk of the circuit court of Brevard County. Said recording, whether done by the City or Developer, shall be at the Developer's sole cost and expense. This Agreement shall become effective when it has been so recorded in the Public Records of Brevard County, Florida (the "Effective Date"). Unless terminated earlier by either party as provided herein, this Agreement shall remain in effect for a period of ten (10) years. The duration of this Agreement may be extended by mutual agreement of the parties in writing.

12. **Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer: Michael Mulhall
DHIC – Hammock Landing, LLC
c/o D.R. Horton, Inc.
1341 Horton Circle
Arlington, TX 76011
mmulhall@drhorton.com
(407) 725-1046

And a copy to: Shutts & Bowen LLP
Attn: Scott A. Glass, Esq.

300 S. Orange Ave., Ste. 1000
Orlando, FL 32801
Telephone: 407-423-3200
Email: sglass@shutts.com

If to City: City of West Melbourne
Attn: Scott Morgan, City Manager
2240 Minton Road
West Melbourne, FL 32904-4928
Telephone: 321-727-7700
Facsimile: 321-768-2390
Email: smorgan@westmelbourne.gov

With a copy to: Morris Richardson, City Attorney
City of West Melbourne
2240 Minton Road
West Melbourne, FL 32904-4928
Telephone: 321-727-7700
Email: mrichardson@westmelbourne.gov

If to County: Brevard County
Attn: Frank Abbate, County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2000
Email: Frank.Abbate@brevardfl.gov

With a copy to: Brevard County Public Works Department
Attn: Marc Bernath
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321 617-7202
Email: Marc.bernath@brevardfl.gov

And a copy to: Brevard County Attorney's Office
Attn: Eden Bentley
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321 617-7202
Email: Eden.Bentley@brevardfl.gov

And a copy to: Brevard County Planning and Development Department
Attn: Tad Calkins
2725 Judge Fran Jamieson Way
Viera, FL 32940

Telephone: 321 617-7202

Email: Tad.Calkins@brevardfl.gov

13. **Miscellaneous.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibit attached hereto and incorporated by reference herein is by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed, amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by all of the parties hereto. Failure to enforce any provision of this Agreement by any party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.
14. **Attorneys' Fees / Hold Harmless / Indemnification.** Should any litigation arise between the parties each party shall bear its own attorneys' fees and costs. In the event of litigation or claims against the County and/or City from third parties arising from this Agreement or from the construction described herein, Developer shall indemnify, hold harmless and defend the County and City from and against any such claims; however, nothing contained herein shall be deemed to be a waiver by the County or City of their respective sovereign immunity or any limitation of liability pursuant to Section 768.28, F.S., or other applicable statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law. Developer acknowledges that specific consideration has been paid and other good and sufficient consideration has been received for this indemnification provision.
15. **Captions.** Headings of a particular paragraph of this Agreement are inserted only for convenience and are in no way to be construed as part of the agreement or as a limitation of the scope of the paragraphs to which they refer.
16. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's execution of this


Agreement is deemed invalid for any particular purpose, the sections for which the execution is valid shall remain in full force and effect.

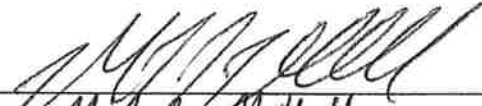
**THE BALANCE OF THIS PAGE
INTENTIONALLY LEFT BLANK
WITH SIGNATURE PAGES TO FOLLOW**


IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and their corporate seals affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

DHIC – HAMMOCK LANDING, LLC
By: DHI Communities II, LLC, its sole
member


Witness 1
Matthew Mitchell
Print Name of Witness 1

By: 
Name: Michael Mitchell
Title: VP



Witness 2
Sarah Renteria
Print Name of Witness 2

STATE OF Florida §
COUNTY OF Orange §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of September, 2021 by Michael Mitchell, as Vice President for DHIC Communities II, LLC, the sole member of DHIC – Hammock Landing, LLC, a Delaware limited liability company, who is personally known to me or produced _____ as identification.



ALYSSA DEQUATTRO
Commission # HH 086537
Expires January 31, 2025
Bonded Thru Budget Notary Services


Signature of Notary Public
Printed Name: Alyssa DeQuattro
Commission No.: HH086537
Commission Expires: January 31, 2025



ATTEST:

Cynthia Hanscom
Cynthia Hanscom, City Clerk

CITY OF WEST MELBOURNE, a chartered
municipal corporation

Hal Rose
Hal J. Rose, Mayor

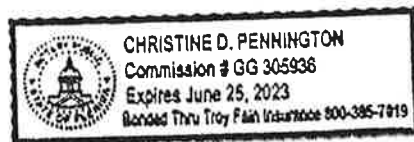
As approved by Council on: October 5, 2021

Reviewed for legal form and sufficiency:

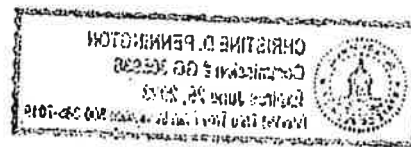
Morris Richardson
Morris Richardson, City Attorney

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 5th day of October, 2021 by Hal J. Rose and Cynthia
Hanscom, as Mayor and City Clerk, respectively, of the City of West Melbourne, Florida, who are
personally known to me.



Christine D. Pennington
Signature of Notary Public
Printed Name: Christine D. Pennington
Commission No.: GG 305936
Commission Expires: 6/25/2023



ATTEST:

**BOARD OF COUNTY
COMMISSIONERS OF BREVARD
COUNTY, FLORIDA**, a political subdivision
of the State of Florida


Clerk / Assistant Clerk


Chair / Vice-Chair

(SEAL)

As approved by the Board on 12/2/21

**STATE OF FLORIDA §
COUNTY OF BREVARD §**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 2 day of December, 2021 by
Kristine Zonka and _____, as Chair / Vice
Chair of the Board of County Commissioners of Brevard County, Florida and County Clerk /
Assistant County Clerk, respectively, who are personally known to me.

Signature of Notary Public

Printed Name: _____

Commission No.: _____

Commission Expires: _____

ORLDOCS 18492221 10

EXHIBIT "A"

(Legal description)

A PORTION OF LOTS 23, 24, 25 AND 26 OF THE FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, THENCE SOUTH 89°22'11" EAST ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 50.00 FEET, TO THE EAST LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 69, THENCE SOUTH 00°25'16" WEST, ALONG THE EAST LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO.69, A DISTANCE OF 45.00 FEET, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO.72, SAID INTERSECTION POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 00°25'16" WEST ALONG THE EAST LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO.69, FOR A DISTANCE OF 1296.46 FEET, THENCE SOUTH 89°34'44" EAST, A DISTANCE OF 134.59 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD IS NORTH 74°10'45" EAST HAVING A DISTANCE OF 349.61 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 00°25'16" EAST FOR A DISTANCE OF 625.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°29'01" A DISTANCE OF 354.34 FEET TO A POINT; THENCE SOUTH 00°25'16" WEST, A DISTANCE OF 446.70 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3931, PAGE 3235, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°21'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 457.45 FEET; THENCE NORTH 00°38'06" EAST, A DISTANCE OF 688.39 FEET; THENCE SOUTH 89°21'54" EAST, A DISTANCE OF 9.59 FEET; THENCE NORTH 01°15'06" EAST, A DISTANCE OF 692.42 FEET; THENCE NORTH 10°00'54" EAST, A DISTANCE OF 266.49 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO.72; THENCE NORTH 89°22'11" WEST ALONG THE SOUTH LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO.72, A DISTANCE OF 994.32 FEET TO THE POINT OF BEGINNING. CONTAINING 31.57 ACRES MORE OR LESS.



Via Email: cfischer@westmelbourne.org

Via Email: corrina.gumm@brevardfl.gov

Ref: 4581.05

TECHNICAL MEMORANDUM

To: Christy Fischer, Director
Planning & Economic Development – City of West Melbourne

To: Corrina Gumm, PE
Traffic Operations Manager – Brevard County

From: George A. Galan, PE

Date: July 19, 2021

Subject: Ascend Hammock Landing – Proportionate Share
West Melbourne, Florida

INTRODUCTION

LTG, Inc. (LTG) has been retained by DHIC-Hammock Landing, LLC to determine the proportionate share (PS) responsibility of the Ascend Hammock Landing development. The development is located east of Minton Road and directly across from Hield Road in the City of West Melbourne.

LTG developed a traffic impact study (TIS) for the Ascend Hammock Landing development, dated January 2020, to determine the potential impacts the project would have on the surrounding roadway network. The PS analysis presented in this memorandum determines the developer's PS responsibility related to the improvements recommended due exclusively to the addition of project traffic to the roadways and intersections in the study area.

TRIP GENERATION

Project trips are a key input variable in the equation used to calculate PS. As such, project trip generation was calculated using the procedures adopted by the agencies to evaluate transportation concurrency. The anticipated build-out for the proposed development is 2021. The trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 10th Edition of the *Trip Generation Manual* and is presented in Table 1.

Table 1
Trip Generation
Ascend Hammock Landing

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Multi-family Mid-Rise	221	$T=5.45(X)-1.75$	300	Dus	50%	50%	817	816	1,633
AM Peak-Hour	Multi-family Mid-Rise	221	$T=0.36(X)$	300	Dus	26%	74%	28	80	108
PM Peak-Hour	Multi-family Mid-Rise	221	$T=0.44(X)$	300	Dus	61%	39%	81	51	132

TECHNICAL MEMORANDUM

Christy Fischer
Corrina Gumm, P.E.
July 19, 2021
Page 2

BUILD-OUT CONDITIONS ANALYSIS

Based on the January 2020 TIS, the signalized intersections shown in Table 2 were analyzed under 2021 build-out conditions to determine the operational level of service.

Table 2
2021 Build-Out PM Peak-Hour LOS – Signalized Intersections
Ascend Hammock Landing

Intersection	Adopted LOS	Build-Out Conditions					
		AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C > 1.0	Delay (sec.)	LOS	V/C > 1.0
Minton Rd at Wingate Blvd	E	34.5	C	No	41.2	D	Yes
Minton Rd at Flanagan Ave	E	15.4	B	No	14.4	B	No
Minton Rd at Eber Blvd	E	20.1	C	No	33.0	C	Yes
Minton Rd at Norfolk Pkwy	E	27.4	C	No	43.2	D	No
Minton Rd at Hield Rd/Project Driveway	E	22.1	C	No	18.4	B	Yes
Minton Rd at Palm Bay Rd	E	109.7	F	Yes	145.2	F	Yes
Minton Rd at Emerson Dr	E	54.5	D	No	39.6	D	No
Palm Bay Rd at Athens Dr	E	34.9	C	No	22.5	C	No
Palm Bay Rd at Norfolk Pkwy	E	32.6	C	No	57.6	E	Yes
Palm Bay Rd at SB I-95	E	23.9	C	No	36.7	D	No
Palm Bay Rd at NB I-95	E	24.1	C	No	18.0	B	No
Palm Bay Rd at Hollywood Blvd	E	39.5	D	No	46.0	D	No
Minton Rd at Frontage Rd*	E	-	A	No	-	A	-

As indicated in the table above, the signalized intersections of Minton Road at Wingate Boulevard, Eber Boulevard, Hield Road, and Palm Bay Road and Palm Bay Road at Norfolk Parkway are anticipated to operate outside the adopted level of service and/or with a v/c ratio greater than 1.0. Based on the TIS submitted Revised July 2020, the following improvements were recommended:

Minton Road at Wingate Boulevard:

- Optimize signal timings

Minton Road at Eber Boulevard:

- Optimize signal timings

Minton Road at Hield Road:

- Convert eastbound multi-directional lane into a left-turn lane
- Add eastbound through-right lane
- Add "DO NOT BLOCK" box pavement marking and signs at the Frontage Road/Project Driveway
- Optimize signal timings

Minton Road at Palm Bay Road:

- Restripe the westbound shared through/left-turn lane to a dedicated left-turn lane (triple dedicated lefts)
- Restripe the westbound right-turn lane to a shared through/right-turn lane
- Add an eastbound right-turn lane
- Remove split phasing
- Add a southbound left-turn lane (dual lefts)
- Optimize signal timings

TECHNICAL MEMORANDUM

Christy Fischer
Corrina Gumm, P.E.
July 19, 2021
Page 3

Norfolk Parkway at Palm Bay Road:

- Add a westbound right-turn overlap phase
- Optimize signal timings

The analyses of the intersection with the proposed improvements are provided in Table 3.

Table 3
2021 Build-Out AM and PM Peak-Hour LOS – Intersections Improved
Ascend Hammock Landing

Intersection	Adopted LOS	Build-Out Conditions with Improvements					
		AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C > 1.0	Delay (sec.)	LOS	V/C > 1.0
Minton Rd at Wingate Blvd	E	-	-	-	41.2	D	No
Minton Rd at Eber Blvd	E	-	-	-	22.9	C	No
Minton Rd at Held Rd/Project Driveway	E	16.3	B	No	14.1	B	No
Minton Rd at Palm Bay Rd	E	43.5	D	No	37.9	D	No
Palm Bay Rd at Norfolk Pkwy	E	-	-	-	47.8	D	No

As indicated, all intersections are anticipated to operate within their adopted level of service and with v/c ratios less than 1.0 with the recommended improvements.

The study area roadway segments were analyzed under 2021 build-out conditions to determine the anticipated LOS and the results are presented in Table 4.

TECHNICAL MEMORANDUM

Christy Fischer
Corrina Gumm, P.E.
July 19, 2021
Page 4

Table 4
2021 Build-Out PM Peak-Hour LOS – Roadway Segments
Ascend Hammock Landing

Station ID #	Roadway	Segment		Lanes	Adopted LOS	MAV	Peak-Hour Two-Way Capacity at Adopted LOS	Existing Peak-Hour Two-Way Volume	Growth Rate	Background* Traffic	Project Trip Distribution	Build-Out	
		From	To									Project Trips	Traffic LOS
489	Minton Rd	American Blvd	Emerson Dr	4	E	39,800	3,582	2,249	2.74%	2,434	13.3%	18	2,451 C
488	Minton Rd	Emerson Dr	Palm Bay Rd	4	E	33,800	3,042	3,511	2.03%	3,725	30.8%	41	3,765 F
487	Minton Rd	Palm Bay Rd	Hield Rd	4	E	33,800	3,042	1,952	2.00%	2,089	62.0%	82	2,151 D
486	Minton Rd	Hield Rd	Eber Blvd	4	E	39,800	3,582	2,638	2.00%	3,008	31.9%	42	3,050 C
372	Minton Rd	Eber Blvd	Wingate Blvd	4	E	39,800	3,582	2,744	2.00%	2,908	24.3%	32	2,940 C
478	Palm Bay Rd	Minton Rd	Athens Dr	6	E	59,900	5,391	2,575	2.81%	2,792	31.2%	41	2,833 C
479	Palm Bay Rd	Athens Dr	Culver Dr/Norfolk Pkwy	6	E	59,900	5,391	2,496	2.00%	2,646	31.1%	41	2,687 C
485	Palm Bay Rd	Culver Dr/Norfolk Pkwy	I-95 EB Ramp	6	E	59,900	5,391	3,825	2.00%	4,055	26.2%	35	4,089 C
486	Palm Bay Rd	I-95 EB Ramp	Hollywood Blvd	6	E	59,900	5,391	4,804	3.92%	5,388	13.3%	18	5,388 E
800	Norfolk Pkwy	Minton Rd	Palm Bay Rd	4	E	33,800	3,042	1,608	4.68%	1,833	0.0%	0	1,833 D
484	Eber Blvd	Minton Rd	Hollywood Blvd	2	E	15,800	1,404	1,068	3.27%	1,170	5.5%	7	1,177 C
2021 Build-Out Segment - Improved													
488	Minton Rd	Emerson Dr	Palm Bay Rd	8	E	56,078	5,047**	3,511	2.03%	3,725	30.8%	41	3,765 C

*Per City of West Melbourne, only the growth rates were applied to the roadway segments to avoid over-projection/double counting.

**The 2012 version of the FDOT ARTPLAN software was used to determine the improved capacity.

TECHNICAL MEMORANDUM

Christy Fischer
Corrina Gumm, P.E.
July 19, 2021
Page 5

BACKGROUND CONDITIONS ANALYSIS

The Florida Statue 163.3180 on Concurrency states that "if any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation."

In order to comply with Florida Statutes, the study area roadway segments and intersections identified in the traffic study as requiring improvements to meet adopted level of service (LOS) standards were analyzed under background conditions (without the addition of project trips) for the associated build-out years.

All study area intersections were analyzed to determine any deficiencies under background conditions. Table 5 shows the results of the analysis.

Table 5
2021 Background AM and PM Peak-Hour LOS – Signalized Intersections
Ascend Hammock Landing

Intersection	Adopted LOS	Background Conditions					
		AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C > 1.0	Delay (sec.)	LOS	V/C > 1.0
1.Minton Rd at Wingate Blvd	E	34.0	C	No	40.9	D	Yes
2.Minton Rd at Flanagan Ave	E	15.3	B	No	14.3	B	No
3.Minton Rd at Eber Blvd	E	19.7	C	No	32.0	C	Yes
4.Minton Rd at Norfolk Pkwy	E	26.8	C	No	43.0	D	No
5.Minton Rd at Hield Rd/Project Driveway	E	18.9	B	No	14.4	B	No
6.Minton Rd at Palm Bay Rd	E	105.8	F	Yes	143.4	F	Yes
7.Minton Rd at Emerson Dr	E	53.7	D	No	38.9	D	No
8.Palm Bay Rd at Athens Dr	E	34.3	C	No	22.4	C	No
Palm Bay Rd at Norfolk Pkwy	E	32.6	C	No	57.2	E	Yes
Palm Bay Rd at SB I-95	E	23.8	C	No	37.0	D	No
Palm Bay Rd at NB I-95	E	22.8	C	No	17.5	B	No
Palm Bay Rd at Hollywood Blvd	E	40.6	D	No	45.2	D	No

As indicated in the table, the intersections of Minton Road at Wingate Boulevard, Eber Boulevard, Norfolk Parkway, and Palm Bay Road at Norfolk Parkway are anticipated to operate outside the adopted level of service and/or with a v/c ratio greater than 1.0.

The study area roadway segments were analyzed under background conditions to determine the anticipated LOS and the results are presented in Table 6.

TECHNICAL MEMORANDUM

Christy Fischer
Corrina Gumm, P.E.
July 19, 2021
Page 6

Table 6
2021 Background PM Peak-Hour LOS – Roadway Segments
Ascend Hammock Landing

Station ID #	Roadway	Segment		Lanes	Adopted LOS	MAV	Peak-Hour Two-Way Capacity at Adopted LOS	Existing Peak-Hour Two-Way Volume	Growth Rate	Background Traffic (including vested)	V/C
		From	To								
489	Minton Rd	American Blvd	Emerson Dr	4	E	39,800	3,582	2,249	2.74%	2,434	0.68
488	Minton Rd	Emerson Dr	Palm Bay Rd	4	E	33,800	3,042	3,511	2.03%	3,725	1.22
487	Minton Rd	Palm Bay Rd	Hield Rd	4	E	33,800	3,042	1,952	2.00%	2,069	0.68
486	Minton Rd	Hield Rd	Eber Blvd	4	E	39,800	3,582	2,838	2.00%	3,008	0.84
372	Minton Rd	Eber Blvd	Wingate Blvd	4	E	39,800	3,582	2,744	2.00%	2,908	0.81
478	Palm Bay Rd	Minton Rd	Athens Dr	6	E	59,900	5,391	2,575	2.81%	2,792	0.52
479	Palm Bay Rd	Athens Dr	Culver Dr/Norfolk Pkwy	6	E	59,900	5,391	2,496	2.00%	2,648	0.49
465	Palm Bay Rd	Culver Dr/Norfolk Pkwy	I-95 EB Ramp	6	E	59,900	5,391	3,825	2.00%	4,055	0.75
466	Palm Bay Rd	I-95 EB Ramp	Hollywood Blvd	6	E	59,900	5,391	4,804	3.92%	5,368	0.89
600	Norfolk Pkwy	Minton Rd	Palm Bay Rd	4	E	33,800	3,042	1,608	4.88%	1,833	0.80
484	Eber Blvd	Minton Rd	Hollywood Blvd	2	E	15,800	1,404	1,066	3.27%	1,170	0.83

As indicated in the table, the roadway segments of Minton Road from Emerson Drive to Palm Bay Road is anticipated to operate outside the adopted level of service and with v/c ratios greater than 1.0.

PROPORTIONATE SHARE

According to Florida Statue, the only improvement eligible for proportionate share is the adding of a westbound left-turn phase at the intersection of Minton Road at Hield Road/Project Driveway. Due to the recommended improvement, the signal would need to be redesigned from span wire to mast arms. The cost for these improvements has been estimated at \$947,763.39, which is included as Appendix A. Table 7 shows the proportionate share calculation.

Table 7
Proportionate Share
Ascend Hammock Landing

Intersections	Improvement	Improvement Costs*	Additional Costs**	Project Volume (a)	Lane Group Capacity (b)	Improved Capacity (c)	Project Share (d)=a/(c-b)	Proportionate Share
Minton Road at Hield Road/Project Driveway	Signal Modification - redesign signal, remove span wire and replace with mast arms to accommodate eastbound left-turn lane and future east-west left-turn phase.	\$719,356.23	\$228,407.46	127	7,131	7,419	44.10%	\$417,963.79
Intersection PS Total:								\$417,963.79

*Improvement Costs are an estimate for signal modification. Quantities may vary based on actual signal design.

** Additional costs include engineering design and survey fees and 20% contingency.

***The HCS files for the existing and improved capacities have been included as Appendix B.

TECHNICAL MEMORANDUM

Christy Fischer
Corrina Gumm, P.E.
July 19, 2021
Page 7

The total cost for construction for the off-site improvements is \$947,763.69 and the proportionate share costs that are not eligible for impact fee credits are \$417,963.79, therefore the development would be eligible for up to \$529,799.90 in transportation impact fee credit.

IMPACT FEES

The transportation impact fees assessed by the City of West Melbourne for multi-family residential homes are at a rate of \$2,381.00 per dwelling unit. The proposed development consists of 300 dwelling units. Therefore, the total City impact fees are calculated as \$714,300.00.

CONCLUSION

The analysis of the Traffic Impact Study dated July 2020 shows that the development does not cause the study area intersections or roadway segment to fail at build-out except for the intersection of Minton Road at Hield Road/Project Driveway. The following improvements are recommended in order to achieve an acceptable level of service and v/c ratios less than 1.0:

- Convert eastbound multi-directional lane into a left-turn lane
- Add eastbound through-right lane
- Add "DO NOT BLOCK" box pavement marking and signs at the Frontage Road/Project Driveway
- Optimize signal timings

The applicant proposed to construct the signal and receive impact fee credits in the amount up to the roadway impact fees \$529,799.90.

Appendix A – Signal Cost Estimate
Appendix B – HCS Summary Sheets

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

George A Galan



ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

1970 DAIRY ROAD
WEST MELBOURNE, FL 32904
CERTIFICATE OF AUTHORIZATION 9227
GEORGE A. GALAN, P.E. NO. 60080

Appendix A

Signal Cost Estimate

FBI		County: Bremer		Project Ref: 4381	
Products		Engineer's Estimate of Probable Cost		Date: 7/4/2021	
Completion		UNIT		QUANTITY	
PAY ITEM NO.		ITEM DESCRIPTION		UNIT PRICE	
				TOTAL COST	
101-1	MODIFICATION	AS	1	136	\$81,418.93
102-1	MAINTENANCE OF TRAFFIC	DA	1	136	\$81,418.93
104-10-3	SEDIMENT BARRIER	LF	440	\$0.81	\$361.40
104-18	INLET PROTECTION SYSTEM	EA	3	\$98.84	\$296.50
110-1-1	CLEARING & GRUBBING	AC	0.12	\$70,000.00	\$8,400.00
110-1-1	MAILBOX, FBI SINGLE	EA	2	\$199.62	\$399.24
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	29	\$100.00	\$2,900.00
120-1	REGULAR EXCAVATION	CY	2140	\$9.57	\$20,476.80
120-6	EMBANKMENT	CY	1150	\$9.51	\$10,936.50
160-4	TYPE B STABILIZATION	SY	571	\$43.00	\$24,552.00
283-709	OPTIONAL BASE, BASE GROUP 09	SY	571	\$24.72	\$14,113.52
317-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DPTH	SY	3336	\$3.00	\$10,008.00
314-1-58	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-32	TH	62.8	\$104.44	\$6,556.83
317-7-63	ASPHALT CONCRETE FROCTION COURSE, TRAFFIC C, PG 76-32	TH	241.0	\$116.79	\$28,146.39
425-1-321	INLETS, DT BOT, TYPE C, 450"	EA	5	\$1,540.16	\$7,700.80
430-174-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" SD	LF	27	\$115.30	\$3,113.10
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	409	\$81.00	\$33,429.00
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/C/D	LF	45	\$92.75	\$4,173.75
430-98-6-123	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	1	\$1,244.52	\$1,244.52
430-98-6-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2	\$1,740.40	\$3,480.80
520-3	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	29	\$468.68	\$13,591.72
527-2	DETECTABLE WARNING	SY	10	\$60.00	\$600.00
630-2-11	PERFORMANCE TURF, SOD	SY	1,700	\$2.44	\$4,148.00
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	149	\$11.67	\$1,738.83
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	252	\$91.68	\$23,103.36
630-2-14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	20	\$22.72	\$454.40
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1	\$7,515.30	\$7,515.30
633-2-15	FIBER OPTIC CONNECTION HARDWARE, FBI, PRETERMINATED PATCH PANEL	EA	7	\$1,845.00	\$12,915.00
635-2-11	PULL & SPLYE BOX, FBI, 13" x 24" COVER SIZE	EA	18	\$814.36	\$14,658.48
639-1-122	ELECTRICAL POWER SERVICE, FBI, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1	\$4,253.80	\$4,253.80
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	5	\$4.28	\$21.40
639-2-11	ELECTRICAL SERVICE DISCONNECT, FBI, POLY MOUNT	EA	2	\$1,412.00	\$2,824.00
641-2-12	PRESTRESSED CONCRETE POLE, FBI TYPE P-11 SERVICE POLE	EA	1	\$1,098.39	\$1,098.39
646-2-11	ALUMINUM SIGNALS POLE, REOCEAL	EA	8	\$2,773.90	\$22,191.20
648-21-1	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 30'	EA	1	\$31,000.00	\$31,000.00
648-21-18	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70' 50"	EA	2	\$9,000.00	\$18,000.00
648-21-31	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78"	EA	1	\$32,895.99	\$32,895.99
650-1-34	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 3 SECTION, 1 WAY	AS	8	\$1,089.66	\$8,717.28
650-1-36	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 4 SECTION, 1 WAY	AS	4	\$1,278.74	\$5,114.96
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	8	\$674.74	\$5,397.92
640-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	\$21,126.48	\$21,126.48
640-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	4	\$7,158.00	\$28,632.00
645-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	8	\$324.52	\$2,596.16
670-2-111	TRAFFIC CONTROLLER ASSEMBLY, FBI, HEMA, 1 PREEMPTION	AS	1	\$28,167.70	\$28,167.70
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	2	\$4,175.71	\$8,351.42
685-1-18	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	\$7,281.00	\$7,281.00
700-1-50	SINGLE POST SIGN, ALLOCATE	AS	3	\$37.21	\$111.63
700-3-21	INTERIALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	4	\$3,476.31	\$13,905.24
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$25,224.79	\$25,224.79
711-11-113	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	420	\$5.50	\$2,310.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	218	\$6.50	\$1,417.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	4	\$75.00	\$300.00
711-14-135	THERMOPLASTIC, PREPARED, WHITE, SOLID, 24" FOR CROSSWALK	LF	48	\$14.21	\$682.08
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 5"	GM	0.210	\$4,200.43	\$882.09
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 5"	GM	0.160	\$4,378.83	\$699.29
715-5-11	LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	4	\$3,011.83	\$12,047.32
N/A	GEOTECH AND SUBSURFACE UTILITY EXPLORATION	FA	1	\$12,000.00	\$12,000.00
CONSTRUCTION SUBTOTAL					\$718,334.23
ENGINEERING DESIGN & SURVEY FEE					\$64,934.31
20% CONTINGENCY					\$143,871.26
GRAND TOTAL WITH CONTINGENCY					\$927,139.80

Appendix B

HCS Summary Sheets

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	LTG			Duration, h	0.25
Analyst	ARO	Analysis Date	Oct 8, 2019	Area Type	Other
Jurisdiction	Brevard	Time Period	Existing PM Peak Hour	PHF	0.95
Urban Street	Minton Rd	Analysis Year	2019	Analysis Period	1 > 7:00
Intersection	Minton Rd at Hield Rd	File Name	5. Minton Rd at Hield Rd (Project Driveway) - PM...		
Project Description	4381.03 Ascend Hammock				

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	43	6	52	35	6	69	110	937	2	106	1406	60

Signal Information															
Cycle, s	110.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	No	Simult. Gap E/W	On	Green	4.8	0.3	73.9	11.8	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.3	0.0	4.3	3.2	0.0	0.0					
				Red	2.0	0.0	2.3	3.0	0.0	0.0					

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		8.0		6.0	1.1	3.0	1.1	4.0
Phase Duration, s		18.0		18.0	11.5	80.9	11.1	80.5
Change Period, (Y+R), s		6.2		6.2	6.6	6.6	6.3	6.6
Max Allow Headway (MAH), s		4.5		4.5	4.0	0.0	4.0	0.0
Queue Clearance Time (g _s), s		12.5		13.8	4.2		4.1	
Green Extension Time (g _e), s		0.0		0.0	0.1	0.0	0.1	0.0
Phase Call Probability		1.00		1.00	0.97		0.97	
Max Out Probability		1.00		1.00	0.82		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h		106		37	79		116	986	0	112	775	768
Adjusted Saturation Flow Rate (s), veh/h/ln		1144		1288	1605		1781	1781	1585	1781	1870	1843
Queue Service Time (g _s), s		5.4		1.3	5.1		2.2	13.7	0.0	2.1	25.5	25.7
Cycle Queue Clearance Time (g _c), s		10.5		11.8	5.1		2.2	13.7	0.0	2.1	25.5	25.7
Green Ratio (g/C)		0.11		0.11	0.11		0.72	0.68	0.68	0.72	0.67	0.67
Capacity (c), veh/h		169		81	172		291	2404	1070	448	1257	1239
Volume-to-Capacity Ratio (X)		0.627		0.455	0.459		0.398	0.410	0.000	0.249	0.617	0.620
Back of Queue (Q), ft/ln (95 th percentile)		145.8		53.8	99.3		32.2	203.7	0	29.3	364.7	358
Back of Queue (Q), veh/ln (95 th percentile)		5.7		2.0	3.9		1.3	8.0	0.0	1.2	14.4	14.3
Queue Storage Ratio (RQ) (95 th percentile)		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh		48.9		54.7	46.1		9.3	8.0	0.0	6.1	10.1	10.1
Incremental Delay (d ₂), s/veh		7.1		3.9	1.9		0.9	0.5	0.0	0.3	2.3	2.3
Initial Queue Delay (d ₃), s/veh		0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh		56.1		58.7	48.0		10.2	8.5	0.0	6.3	12.4	12.5
Level of Service (LOS)		E		E	D		B	A		A	B	B
Approach Delay, s/veh / LOS	56.1	E		51.4	D		8.7	A		12.0	B	
Intersection Delay, s/veh / LOS	13.9						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.31	B	1.87	B	1.64	B
Bicycle LOS Score / LOS	0.66	A	0.68	A	1.40	A	1.85	B

HCS7 Signalized Intersection Results Summary

General Information					Intersection Information															
Agency	LTG				Duration, h	0.250														
Analyst	ARO		Analysis Date	Oct 8, 2019		Area Type	Other													
Jurisdiction	Brevard		Time Period	Build-Out PM Peak Hour		PHF	0.95													
Urban Street	Minton Rd		Analysis Year	2021		Analysis Period	1> 7:00													
Intersection	Minton Rd at Hield Rd		File Name	5. Minton Rd at Hield Rd (Project Driveway) - PM...																
Project Description	4381.03 Ascend Hammock																			
Demand Information					EB			WB			NB			SB						
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h					44	8	54	68	7	88	115	975	52	136	1463	62				
Signal Information																				
Cycle, s	110.0	Reference Phase	2																	
Offset, s	0	Reference Point	End																	
Uncoordinated	No	Simult. Gap E/W	On	Green	4.9	0.2	76.9	8.8	0.0	0.0										
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.3	0.0	4.3	3.2	0.0	0.0										
				Red	2.0	0.0	2.3	3.0	0.0	0.0										
Timer Results					EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase							8				4		1		6		5		2	
Case Number							6.0				6.0		1.1		3.0		1.1		4.0	
Phase Duration, s							15.0				15.0		11.5		83.8		11.2		83.5	
Change Period, (Y+R), s							6.2				6.2		6.6		6.6		6.3		6.6	
Max Allow Headway (MAH), s							4.5				4.5		4.0		0.0		4.0		0.0	
Queue Clearance Time (g s), s							10.8				10.8		4.1				4.5			
Green Extension Time (g e), s							0.0				0.0		0.1		0.0		0.0		0.0	
Phase Call Probability							1.00				1.00		0.98				0.99			
Max Out Probability							1.00				1.00		1.00				1.00			
Movement Group Results					EB			WB			NB			SB						
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement					3	8	18	7	4	14	1	6	16	5	2	12				
Adjusted Flow Rate (v), veh/h					46	65		72	100		121	1026	53	143	806	799				
Adjusted Saturation Flow Rate (s), veh/h/in					1315	1617		1283	1603		1781	1781	1585	1781	1870	1843				
Queue Service Time (g s), s					2.1	4.3		4.5	6.7		2.1	13.3	1.1	2.5	25.0	25.3				
Cycle Queue Clearance Time (g c), s					8.8	4.3		8.8	6.7		2.1	13.3	1.1	2.5	25.0	25.3				
Green Ratio (g/C)					0.08	0.08		0.08	0.08		0.74	0.70	0.70	0.74	0.70	0.70				
Capacity (c), veh/h					90	129		118	128		293	2498	1112	454	1308	1289				
Volume-to-Capacity Ratio (X)					0.514	0.505		0.604	0.780		0.414	0.411	0.047	0.315	0.616	0.620				
Back of Queue (Q), ft/in (95 th percentile)					62.7	82.9		109.4	168.4		34.7	191.7	15	32.3	345.2	340.1				
Back of Queue (Q), veh/in (95 th percentile)					2.5	3.3		4.1	6.6		1.4	7.5	0.6	1.3	13.6	13.6				
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00				
Uniform Delay (d 1), s/veh					54.4	48.5		53.3	49.6		8.6	6.9	5.1	5.3	8.7	8.8				
Incremental Delay (d 2), s/veh					4.9	3.1		8.4	25.8		0.9	0.5	0.1	0.4	2.2	2.2				
Initial Queue Delay (d 3), s/veh					0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0				
Control Delay (d), s/veh					59.3	51.6		61.7	75.4		9.5	7.4	5.1	5.7	10.9	11.0				
Level of Service (LOS)					E	D		E	E		A	A	A	A	B	B				
Approach Delay, s/veh / LOS					54.8		D	69.7		E	7.5		A	10.5		B				
Intersection Delay, s/veh / LOS					14.1						B									
Multimodal Results					EB			WB			NB			SB						
Pedestrian LOS Score / LOS					2.47		B	2.31		B	1.86		B	1.86		B				
Bicycle LOS Score / LOS					0.67		A	0.77		A	1.48		A	1.93		B				



FIN:			County:	Brevard	
Project:	Ascend Hammock Landing		Project No.:	4581	
Description:	Engineer's Estimate of Probable Cost		Date:	9/29/2021	
PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
101-1	MOBILIZATION	LS	1	15%	\$ 81,618.03
102-1	MAINTENANCE OF TRAFFIC	DA	1	15%	\$ 81,618.03
104-10-3	SEDIMENT BARRIER	LF	640	\$ 0.91	\$ 582.40
104-18	INLET PROTECTION SYSTEM	EA	5	\$ 99.84	\$ 499.20
110-1-1	CLEARING & GRUBBING	AC	0.12	\$ 70,000.00	\$ 8,400.00
110-7-1	MAILBOX, F&I SINGLE	EA	2	\$ 199.62	\$ 399.24
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	29	\$ 100.00	\$ 2,929.00
120-1	REGULAR EXCAVATION	CY	214.0	\$ 9.57	\$ 2,047.98
120-6	EMBANKMENT	CY	130.0	\$ 9.52	\$ 1,237.60
160-4	TYPE B STABILIZATION	SY	571	\$ 45.00	\$ 25,695.00
285-709	OPTIONAL BASE, BASE GROUP 09	SY	571	\$ 26.22	\$ 14,970.57
327-70-6	MILLING EXIST ASPH PAVT. 1 1/2" AVG DEPTH	SY	2,356	\$ 5.00	\$ 11,779.25
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	62.8	\$ 106.44	\$ 6,685.50
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	241.0	\$ 116.79	\$ 28,146.39
425-1-521	INLETS, DT BOT. TYPE C, <10'	EA	5	\$ 3,540.16	\$ 17,700.80
430-174-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" SD	LF	22	\$ 115.30	\$ 2,536.60
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	408	\$ 81.00	\$ 33,048.00
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	45	\$ 92.75	\$ 4,173.75
430-984-123	MITERED END SECTION, OPTIONAL ROUND, 15" SD	EA	1	\$ 1,244.52	\$ 1,244.52
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	1	\$ 1,790.40	\$ 1,790.40
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	29	\$ 64.88	\$ 1,881.52
527-2	DETECTABLE WARNINGS	SF	30	\$ 60.00	\$ 1,800.00
630-2-11	PERFORMANCE TURF, SOD	SY	1,700	\$ 2.64	\$ 4,488.00
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	149	\$ 11.07	\$ 1,649.43
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	232	\$ 31.98	\$ 7,419.36
630-2-14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	20	\$ 22.72	\$ 454.40
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1	\$ 7,515.30	\$ 7,515.30
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	1	\$ 1,845.00	\$ 1,845.00
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	18	\$ 814.26	\$ 14,656.68

639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1	\$ 4,353.89	\$ 4,353.89
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	5	\$ 6.28	\$ 31.40
639-3-1	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1	\$ 1,412.60	\$ 1,412.60
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA	1	\$ 1,698.39	\$ 1,698.39
646-1-1	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8	\$ 2,373.90	\$ 18,991.20
649-21-1	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 30'	EA	1	\$ 31,000.00	\$ 31,000.00
649-21-18	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-50'	EA	1	\$ 59,000.00	\$ 59,000.00
649-21-21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	EA	1	\$ 52,895.99	\$ 52,895.99
650-1-34	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 3 SECTION, 1 WAY	AS	8	\$ 1,089.66	\$ 8,717.28
650-1-36	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 4 SECTION, 1 WAY	AS	4	\$ 1,216.74	\$ 5,106.96
653-1-1	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	8	\$ 674.74	\$ 5,397.92
660-4-1	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	\$ 21,126.48	\$ 21,126.48
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	4	\$ 7,158.60	\$ 28,634.40
665-1-1	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	8	\$ 324.52	\$ 2,596.16
670-5-1	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	1	\$ 28,167.79	\$ 28,167.79
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	1	\$ 4,375.71	\$ 4,375.71
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	\$ 7,281.60	\$ 7,281.60
700-1-50	SINGLE POST SIGN, RELOCATE	AS	3	\$ 377.21	\$ 1,131.63
700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	4	\$ 3,479.31	\$ 13,917.24
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$ 25,224.79	\$ 25,224.79
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	420	\$ 3.50	\$ 1,470.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	218	\$ 6.50	\$ 1,417.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	4	\$ 75.00	\$ 300.00
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	48	\$ 14.21	\$ 682.08
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.210	\$ 4,200.43	\$ 882.09
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.160	\$ 4,276.83	\$ 684.29
715-5-31	LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	4	\$ 3,011.85	\$ 12,047.40
N/A	GEOTECH AND SUBSURFACE UTILITY EXPLORATION	EA	1	\$ 12,000.00	\$ 12,000.00
CONSTRUCTION SUBTOTAL					\$ 719,356.23
ENGINEERING DESIGN & SURVEY FEES					\$ 84,536.21
20% CONTINGENCY					\$ 143,871.25
GRAND TOTAL WITH CONTINGENCY					\$ 947,763.69

EXHIBIT "D"
(Brevard County Concurrency Review #DR-21-08-03D)

Replaces DR-20-04-01-D



Planning & Development Department
2725 Judge Fran Jamieson Way, Bldg A, Suite 114
Viera, FL 32940
Phone: (321) 633-2070, Fax: (321) 633-2074
www.BrevardFL.gov/PlanningDev

APPLICATION FOR CONCURRENCY EVALUATION

OFFICE USE ONLY

District # 5 Segment # 210C Review # DR-21-08-03D

NOTE: This application together with all required attachments shall be completed and submitted to the Planning & Development Department for Evaluation. The Project must have Concurrency Approval prior to making application for Site Plan, Subdivision Plat, Driveway Permit and/or a Right of Way Use Permit Submittal. A finding of Non-Deficiency only entitles the owner/applicant to apply for development permits pursuant to the time parameters established in the Concurrency Evaluation Ordinance (91-36).

Owner Name DHIC-HAMMOCK LANDING, LLC

Owner Address 1341 Horton Circle, Arlington, TX 76011 and with a local address of 834 Highland Avenue, Orlando, FL 32803

Home Phone # Scott A. Glass, Esq. 407-835-6964 Work Phone # Matthew Mitchell, V.P., 407-725-1048

Email sglass@shutts.com and mmitchell1@drhorton.com

Applicant/Company Name DHIC-HAMMOCK LANDING, LLC

Engineer Jake Wise, P.E., Construction Engineering Group, Inc.,

Address (Engineer's) 2651 W. Eau Gallie Blvd., Suite A Melbourne, FL 32935-4444

Phone # (Engineer's) 321-427-7455 Fax # n/a

Email jwise@ceengineering.com

Property Description

<u>28</u>	<u>37</u>	<u>19</u>	<u>00</u>	<u>252</u>	
Township	Range	Section	Subdivision#	Block/Parcel	Lot
<u>32.18+/-</u>	<u>West Melbourne R2</u>	<u>28-37-19-00-252</u>			
Acreage	Zoning	Tax Parcel ID, Legal			

Proposed Development Information/Potential

☒ Site plan submittal or Amendment Project Name Ascend at Hammock Landing Apartments
☐ Subdivision plat submittal Nearest major road Minton Road and Norfolk Parkway

Residential Uses (check all that apply)

☐ Single-Family Houses Detached _____ du
☐ Single-Family Homes Attached (duplex, triplex, condo, townhome) _____ du
☒ Multi-Family Apartments (4 or more units/buildings) 300 du
☐ Mobile/Manufactured Homes (lots & or acreage) _____ du
☐ Recreational Homes (lots/sites & or acreage) _____ du

Non-Residential Uses (check all that apply)

☐ Bank (with or without drive-through) _____ sf
☐ Church (all uses except classroom space) _____ sf
☐ Convenience store (with gas sales, or without gas) _____ sf # of fueling positions/hoses _____
☐ Hotel/Motel (# of rooms) _____ rm
☐ Office _____ sf
☐ Retail _____ sf
☐ Restaurant (sit down indoor &/or outdoor seating) _____ sf
☐ Restaurant (fast food with drive-through or without) _____ sf
☐ Warehouse _____ sf
☐ ACLF &/or Nursing Home _____ beds or rooms
☐ Other _____ Size _____

Note: If project will be phased, or has multiple buildings, please give a breakdown showing the type and number of units in each phase or building. Phase # / Building #

300 multi-family apartment units to be developed in 12 buildings in one phase

OFFICE USE ONLY

☒ Fee of \$175 in Cash or Check 88750812 drawn to the order of Brevard County BOCC
☒ Potable Water Certificate or Reservation Provider West Melbourne Expires Waived
☒ Sanitary Sewer Certificate or Reservation Provider City of West Melbourne Expires Waived
☒ Solid Waste Certificate or Reservation Provider Brevard County Expires 8-12-2023
☒ 1 Copy of Site Plan, Subdivision Plan or Concept Drawing with a General Statement
 Received by Paul Body Date 8-12-2021 Receipt 622941
☒ A finding of Non-Deficiency POS 34566
 Applicant must Apply for and Receive Approval for Site Plan, Subdivision Plat, Driveway Permit and/or a Right of Way Use Permit with the Land Development Office prior to 2-12-2022
☒ **APPROVED CONDITIONALLY**
☐ Exempt per _____
☐ A Finding of Deficiency _____
☐ **DEFERRED OR DENIED**
 Reviewed by Paul Body Date 8-12-2021 Title Planner II

White: Office Original

Yellow: Land Development Copy

Pink: Applicant Copy