

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Wednesday, March 11, 2020

5:00 PM

Cocoa City Council Chambers

Cocoa Redevelopment Agency

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

1. 20-113 Approve the Agenda for the meeting of March 11, 2020, as written or with amendments.
Attachments: Short Agenda 3-11-2020.pdf
2. 20-131 Approve the Minutes for the meeting of January 8, 2020, as written or with amendments.
Attachments: Cocoa CRA 1-8-20 minutes (FINAL).pdf

III. DELEGATIONS:

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

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

IV. ACTION ITEMS:

1. 20-130 Approval Accounting Adjustment #20-008-AA to the FY 2020 Budget pertaining to CRA operating accounts, to move the budget to the correct expense accounts.
Attachments: BAF 20-008-AA-CD-Cocoa CRA Leases (3-11-20) CRA Agenda 20-130.pdf
2. 20-119 Award a Façade Grant application in the amount of \$10,000 to Stephan Properties of Florida, Inc. for the building located at 105, 109, 113 Brevard Avenue and 210 King Street. Authorize the City Manager to execute the Façade Grant Agreement.
Attachments: Facade Grant Application - 105 Brevard (Revised).pdf
2019 Revisions Commercial Façade Improvement Program Policy.pdf
Journal 6-12-19 (Final).docx

3. 20-141 Request Agency Direction for the Statues and Electrical Safety Lighting upgrades to the Gateway Entry Sign. Approve Change Order #1 to Purchase Order #74207 for \$3,371.90 due to modifications to the electrical design plans for the Gateway Entry Feature. Approve Change Order #1 to Purchase Order #75480 for \$28,774.15 to add safety site lighting and outlets on the sign and trees. Approve a Budget Amendment for \$12,100. Agency's Direction and Approval, of corresponding change order items related to statues and future electrical installation change orders. Authorize the City Manager to execute the approved purchases.

Attachments:

Option 1 - Bronze Man Statues.pdf

18.22 X-1 CoC Gateway Feature - Added Design Services Survey.pdf

Option 2 - Don Bell Statues.pdf

Option 3 - Media Resources Statues.pdf

Option 4 - Parsons Statues.pdf

Option 5 - 2D design

Electrical Revisions change order

CO#1 to PO 74207.xlsx

CO#1 to PO 75480.xlsx

BAF-CRA-Gatewaylighting (03-06-2020).pdf

4. 20-138 Provide authorization to appropriate FY 2021 Cocoa CRA funds for a potential Florida Inland Navigation District (FIND) grant for the reconstruction of the boat ramps at Lee Wenner Park, to dredge the waterfront and channel and to install channel markers.

Attachments:

WAP Application Part 2 2020.pdf

WAP Application Part 1 2020.pdf

5. 20-132 CRA approval of an Amended and Restated Redevelopment Project Agreement for Lodging Decisions, Inc. (LDI) for the development of the vacant property located at 603 Brevard Ave.

Attachments:

Draft 3-9-20 Amended and Restated Lodging Decisions Redevelopment Agreeen

V. ATTORNEY'S REPORT:

VI. UPDATES AND STAFF REPORTS:

1. 20-158 Informational Item - Project Updates
2. 20-159 Informational Item - Budget Reports

Attachments:

Cocoa CRA Financial Report December 2019.pdf

Cocoa CRA Financial Report January 2020.pdf

VII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday, April 8, 2020 at 6:00PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

VIII. ADJOURNMENT**NOTICE TO THE PUBLIC:**

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

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

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

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

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

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

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

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

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



Legislation Text

File #: 20-113, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 10, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Agenda for the meeting of March 11, 2020, as written or with amendments.

BACKGROUND:

The Cocoa CRA approves the Agenda for all of its meetings at the beginning of such meetings.

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the meeting of March 11, 2020, as written or with amendments.



—C O C O A—

REDEVELOPMENT AGENCY

COCOA REDEVELOPMENT AGENCY BOARD MEETING AGENDA

DATE: Wednesday, March 11, 2020
TIME: 5:00 p.m.

LOCATION: Cocoa City Hall
65 Stone Street

-
- I. CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
 - II. APPROVAL OF AGENDA AND MINUTES**
AGENDA: Meeting of March 11, 2020
MINUTES: Meeting of January 8, 2020
 - III. DELEGATIONS**
 - IV. ACTION ITEMS**
 1. Approve an Accounting Adjustment to correct the FY 2020 Budget.
 2. Approval of a Commercial Façade Grant for \$10,000 for 105, 107, 109 Brevard Avenue and 210 King Street. Authorize the City Manager to execute the Façade Grant Agreement.
 3. Approve Change Orders for the Gateway Entry Feature and approve design for statues.
 4. Authorization to appropriate FY2021 funds for the potential award of FIND Grant funds for Lee Wenner Park.
 5. Approval of the 603 Brevard Avenue Modified Redevelopment Agreement.
 - V. ATTORNEY'S REPORT**
 - VI. UPDATES AND STAFF REPORTS**
 1. Informational Item – Project Updates
 2. Informational Item - Budget Report
 - VII. NEXT MEETING DATE**

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday, April 15, 2020 at 5:00 PM in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.
 - VIII. ADJOURNMENT**

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board 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 insure 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 allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.



Legislation Text

File #: 20-131, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 19, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Minutes for the meeting of January 8, 2020, as written or with amendments.

BACKGROUND:

The Cocoa CRA approves the Minutes for all of its meetings at the beginning of each meeting.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the meeting of January 8, 2020, as written or with amendments.

**MINUTES
CITY OF COCOA
COCOA CRA
REGULAR MEETING
JANUARY 8, 2020**

The Regular Meeting of the Cocoa Community Redevelopment Agency was held on January 8, 2020 at City Hall, 65 Stone Street, Cocoa, FL, as publically noted.

I. Call to Order

Chairperson Williams called the meeting to order at 5:05 pm

ROLL CALL:

Jake Williams, Jr.	Chairperson
Alex Goins	Vice Chairperson
Don Boisvert	Agency Member
Janne Etz	Agency Member
Lorraine Koss	Agency Member
Edward Lanni	Agency Member
Brenda Warner	Agency Member
Anthony Garganese	City Attorney

PRESENT:

Jake Williams, Jr.	Chairperson
Alex Goins	Vice Chairperson
Don Boisvert	Agency Member
Janne Etz	Agency Member
Lorraine Koss	Agency Member
Edward Lanni	Agency Member
Brenda Warner	Agency Member
Anthony Garganese	City Attorney

ABESENT:

STAFF PRESENT:

Charlene Neuterman, Deputy Community Services Director, **Matt Fuhrer**, Assistant City Manager, **John Titkanich**, City Manager, **Nancy Bunt**, Community Services Director, and **Courtney Jackson**, Recording Secretary.

Vice Chair Goins provided the invocation and **Agency Member Boisvert** led the assembly in the Pledge of Allegiance to the flag of the United States of America.

II. Approval Of Agenda And Minutes:

1. AGENDA: Meeting of January 8, 2020

- * **MOTION by Agency Member Lanni; SECONDED by Agency Member Koss to approve the Agenda for the January 8, 2020 Regular Meeting.**

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, KOSS, LANNI, WAGNER

MOTION PASSED UNANIMOUSLY (7-0)

2. MINUTES: Regular Meeting of December 11, 2019

- * **MOTION by Agency Member Boisvert; SECONDED by Vice Chair Goins to approve the Minutes from the December 11, 2019 Regular Meeting.**

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, KOSS, LANNI, WAGNER

MOTION PASSED UNANIMOUSLY (7-0)

III. Delegations:

Aleck Greenwood (640 Brevard Ave.) discussed the recent developments that transpired from the recent Commercial Property Group of Cocoa Village meeting and provided Exhibit A for the board. He expressed they would like the crosswalks back as well as enhance and enlarge the one at the square, the future hotel site, and at the end of Brevard Ave in front of the church on circular drive. He shared they would like to bring back the striping on the street and expressed the benefits of a parking garage and shared suggested locations.

IV. Action Items

1. Authorize the City Manager to approve the Task Order and Purchase Order for ISS to complete the 100% plans for the Harrison Streetscape Project (CS15HS).

Charlene Neuterman shared the background of the item and shared that the task order presented for approval consist of the following tasks”

TASK 1 – Field Data

- 1.1 Field Services – Engineering Surveying.
 - Updated survey to note any changed in the project area since 90% design was completed.

TASK 2 – Conceptual Design Services

- 2.1 Conceptual Design Services
 - Parking Concept – identity and modify any potential parking spaces that could be gained.
 - Grading Concept- plan developed to maximize the elevation of the roadway to mitigate future impacts and maintain positive drainage and adjacent building elevations.

- Stormwater Concept – expand and improve the level of stormwater treatment provided in the existing stormwater facility in Riverfront Park.

TASK 3 – Final Design Services

- 3.1 – (90%) Final Design Submittal Services.
 - Prepare and submit (90%) design construction plans and cost estimate for Harrison Street between Delannoy Avenue and Lee Wenner Park using the approved concepts for parking, grading and storm water.
- 3.2 – (100%) Final Design Submittal Services.
 - Prepare and submit (100%) design construction plans for the project for the city to use in the bidding process.
- 3.3 – Permitting Services
 - St. Johns Water Management District (SJRWMD) stormwater permitting is anticipated during this process.
 - Any additional permitting requirements will be addressed should the project expand beyond the current project limits.

As part of this Task Order, ISS will provided three (3) sets of the Conceptual Plans, 90% Plans, 100% Plans and one electronic copy of the 100% Plans.

ISS Provided a schedule for the deliverables:

- Field Surveying Services – 20 day.
- Draft Concept Plans – 30 days.
- Conceptual Plans Review, Public Meetings, CRA meetings – 30 days.
- 90% Plans – 40 days.
- City \$90 plan review – 10 days.
- 100% Plans and contract documents- 30 days

Total Task Days – 160

Staff is requesting Agency authorization to allow the City Manager to approve the Task Order and Purchase Order for \$31, 815 for the tasks associated with the Harrison Street Streetscape Project (CS15HS).

Discussion:

Discussion between Agency Member Koss and Charlene Neuterman regarding the timeframe and funding for this task order.

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MOTION MADE BY AGENCY MEMBER KOSS; SECONDED BY AGENCY MEMBER BOISVERT TO APPROVE ACTION ITEM 1.

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, KOSS, LANNI, WAGNER

Motion passes unanimously (7-0)

2. Agency Approval of a Sale Source Purchase Order to retain GAI Community Solutions Group to assist as a meeting moderator and general facilitation of community and ideas relative to parking in Cocoa Village, for \$6,000.

Agency Member Koss asked if there would be a report at the end to which Charlene Neuterman replied that a report will be provided within 30 days of the workshop.

Agency Member Etz inquired if \$6,000 is a current going-rate for facilitators.

City Manager Titkanich explained that compared to other facilitators, \$6,000 is on the lower end.

*

MOTION MADE BY AGENCY MEMBER BOISVERT; SECONDED BY AGENCY MEMBER ETZ TO APPROVE ACTION ITEM 2.

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, KOSS, LANNI, WAGNER

Motion passes unanimously (7-0)

V. Attorney's Report

None,

VI. Updates and Staff Reports

1. Informational Item- Project Updates

City Manager Titkanich updated the Agency on the status of the Hotel Project. He is currently seeking direction from the Agency if they would want to approve a 60-day extension for Lodging Decisions, Inc. and Jack Brown to submit his deliverables to city.

Discussion:

Aleck Greenwood expressed why he felt Jack Brown cannot go any further and believes the city is holding Mr. Brown back.

City Manager Titkanich explained that Mr. Brown did not want to do the traditional route and they structured the agreement with his input and used the timeframes he provided and modified. The city is not holding Jack Brown back. The city is waiting on Mr. Brown to receive requested information.

Discussion between Vice Chair Goins and City Manager Titkanich regarding what direction he is seeking from the Agency.

Board Member Koss inquired if they are in the same position with the hotel that they were a year ago.

City Manager Titkanich explained where they are at in terms of the project and what has caused delays.

Board Member Lanni asked why there are height restrictions.

Chair Williams explained the height requirement was set by the residents to keep the aesthetic of the village. However, it was approved that Mr. Brown could go over the previous height restriction.

Board Member Lanni expressed that Cocoa Village is unique because of the different look throughout the Village.

City Manager Titkanich explained that the design still needs to meet the requirements to have the hotel in the city and staff could not approve anything if Jack Brown does not submit his plans in the timeframe he agrees to¹.

Board Member Lanni expressed that staff should get rid of the paperwork and get going on the hotel.

Jack Brown (Developer) stated he had a difficult time trying to find information regarding an update on the hotel, he was not prepared to make an argument as to why he needs² an extension, but has come to the conclusion that not everyone is trying to work towards the common goal of establishing this hotel.

Agency Member Koss asked if the engineering study will be available tomorrow.

Mr. Brown explained that he will have it tomorrow and discussed the other studies that he has paid for and submitted to the city.

Agency Member Etz she is in favor of the hotel being done and the extra layer of parking just wants to know that we have everything in order to move forward.

* **MOTION MADE BY MAYOR WILLIAMS; SECONDED BY AGENCY MEMBER WARNER TO ALLOW JACK BROWN TO HAVE 60 SIXTY DAYS FROM JANUARY 8, 2020 TO COMPLETE TASK RELATED TO THE HOTEL AND TO HAVE THE ATTORNEYS COMMUNICATE.**

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, KOSS, LANNI, WAGNER

¹ Board Member Boisvert left the room at 5:46pm.

² Board Member Boisvert re-entered the room at 5:50pm)

MOTION PASSES UNANIMOUSLY (7-0)

Charlene Neuterman shared that the remaining Project Updates are attached in their agendas for review.

2. Informational Item- Budget Report

Charlene Neuterman shared that the budget report is attached for review.

VII. Next Meeting Date

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday, February 12, 2020 at 5pm at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida, unless a business need arises earlier.

VIII. Adjournment

* **MOTION made by Agency Member Boisvert; SECONDED by Vice Chair Goins to adjourn the Regular Meeting of January 8, 2020.**

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, KOSS, LANNI, WAGNER

MOTION PASSES (7-0)

MEETING WAS ADJOURNED at 6:02 PM.

Jake Williams, Jr., Chairperson

Respectfully Submitted by:

Courtney Jackson, Recording Secretary



Legislation Text

File #: 20-130, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 19, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval Accounting Adjustment #20-008-AA to the FY 2020 Budget pertaining to CRA operating accounts, to move the budget to the correct expense accounts.

BACKGROUND:

In FY 2020, after the adoption of the budget, it was determined that the expenses associated with the Post Office Lease at the Orange Street Tower was budgeted incorrectly. As such, the attached Accounting Adjustment will move the budget to the correct expense lines. Originally, the expense for the Post Office Lease was budgeted in 110-3230-559-58-01. Since a portion of the Post Office Lease (\$10,800) is allocated to repair and maintenance, that portion should be moved to the Repair and Maintenance expense line (110-3230-559-46-00). The remaining amount, the lease payment (\$59,240), is allocated to the Rentals & Leases expense line (110-3230-559-44-00).

Staff requests approval of Accounting Adjustment (20-008 AA) to correct the budget for FY 2020.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes

Budget Adjustment Form # 20-008-AA

Amount Requested	<u>\$59,240</u>
Account Number	<u>110-3230-559.44-00</u>
Account Name	<u>Rentals & Leases</u>

Amount Requested	<u>\$10,800</u>
Account Number	<u>110-3230-559.46-00</u>
Account Name	<u>Repair & Maintenance</u>

Source of Funds:

Amount Requested	<u>(\$ 70,040)</u>
Account Number	<u>110-3230-559.58-01</u>
Account Name	<u>Post Office Lease</u>

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval Accounting Adjustment #20-008-AA to the FY 2020 Budget pertaining to CRA operating accounts, to move the budget to the correct expense accounts.



City of Cocoa Budget Adjustment Form FY 2020 - 20-008-AA

SELECT ADJUSTMENT TYPE:	ACCOUNTING ADJUSTMENT	REQUESTING DEPARTMENT #:	1500	DATE PREPARED:	11/13/10
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FROM ACCOUNT(S)							
ADJUSTMENT	PROJECT	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 70,040)		110-3230-559.58-01	Post Office Lease	\$ 70,040	\$ 0	(\$ 70,040)	\$ 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
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 70,040)		TOTAL		\$ 0	\$ 0	\$ 0	\$ 0

TO ACCOUNT(S)							
ADJUSTMENT		PROJECT		ORIGINAL	AMENDED	ADJUSTED	UNENCUMBERED
AMOUNT	ACCOUNT NUMBER	NUMBER	ACCOUNT NAME	BUDGET	BUDGET	BUDGET	BALANCE
\$ 59,240	110-3230-559.44-00		Rentals and Leases	\$ 0	\$ 0	\$ 59,240	\$ 0
\$ 10,800	110-3230-559.46-00		Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ 15,800	\$ 5,000
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 70,040	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

Purchase Requisition 39332 is for the Cocoa Village Partners (Post Office) contract. The budget was placed in an incorrect account. After review of the contract the budget is being relocated the correct accounts. This BAF is scheduled to the Cocoa CRA Board on March 11th, 2020. Agenda 20-130.

City Council Approval Required? YES ☐ NO ☒ DATE APPROVED: _____ RESOLUTION #: _____
 City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

11/13/19	Lea Taylor	Digitally signed by Lea Taylor Date: 2019.11.13 11:17:48 +05'00'	Requestor's Signature
2/28/20	Nancy Bunt	Digitally signed by Nancy Bunt Date: 2020.02.28 09:43:51 +05'00'	Department Director's Signature
2/28/20	Lea Taylor	Digitally signed by Lea Taylor Date: 2020.02.28 16:35:11 +05'00'	Finance Approval Signature
3/2/20	Lora Howell	Digitally signed by Lora Howell Date: 2020.03.02 08:01:37 +05'00'	Deputy Fin. Director's Signature
			City Manager's Signature

FINANCE USE ONLY:

Date Entered	Entered By	Group #
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Legislation Text

File #: 20-119, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 11, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Award a Façade Grant application in the amount of \$10,000 to Stephan Properties of Florida, Inc. for the building located at 105, 109, 113 Brevard Avenue and 210 King Street. Authorize the City Manager to execute the Façade Grant Agreement.

BACKGROUND:

Stephan Properties of Florida, Inc. submitted a Commercial Façade Improvement Program Grant Application on April 23, 2019 for approval. The property addresses are 105, 109, 113 Brevard Avenue and 210 King Street, the building is currently vacant. Mr. Stephan desires to make the following improvements to his building:

- Architectural services of the building
- Carpentry for the exterior facade parapet
- Install decorative bands, foam, window treatments, false windows, rough door decorative openings, decorative trim and crown moldings
- Repair stucco finishing, siding, and add historical decorative foam pieces and awnings
- Painting the façade including window and door trim, accent bands and moldings
- Install decorative lighting (LED)

Per the application, the owner is proposing the total amount of the façade project will be \$37,200. Mr. Stephan is expending close to \$400,000 in total renovations of the building. The applicant submitted all required documentation. The amount of grant funds requested is \$10,000.

Pursuant to Article III of the Commercial Façade Improvement Program Policy, "façade rehabilitation, stucco restoration, replacement/reconstruction of architectural features, awnings and lighting" which is visible from the right of way, are intended to preserve and protect the structure and aesthetic integrity of the existing commercial building, are an eligible expense. Therefore, the proposed improvement project is eligible for façade grant funding.

In accordance with Article II of the Commercial Façade Improvement Program Policy, the amount of any grant shall be determined at the Board's sole discretion based on the following factors:

1. The estimated value of the proposed private investment;
2. The extent that the private investment incorporates more primary improvements versus ancillary

- improvements such as building cleaning and painting;
3. The historical and cultural significance of the property;
 4. The potential economic and fiscal impact of the proposed project on the City of Cocoa; and
 5. Whether the applicant is a for-profit or non-profit entity.

At the June 12, 2019 Cocoa CRA meeting, Agency members tabled the request to award a Façade Grant based on current code enforcement cases the owner of the property has on record. Since that meeting, the owner of the property worked diligently correcting the code enforcement violations. As of February 2020, there are no open code cases or code liens on the property in question.

Based on the previously mentioned factors, Staff requests and recommends approval of the grant application in the amount of \$10,000.

The Cocoa CRA has \$50,000 budgeted in FY2020 to award Façade Grants throughout the fiscal year. No awards have been granted in this fiscal year.

Upon approval, the City Manager will execute a Façade Grant Agreement with the applicant.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	<u>\$10,000</u>
Account Number	<u>110-3230-559-83-00</u>
Account Name	<u>Commercial Façade Program</u>

Source of Funds: Cocoa Redevelopment Agency Funds

PREVIOUS ACTION:

June 12, 2019 - Approval of request was tabled until all liens could be resolved.

RECOMMENDED MOTION:

Award a Façade Grant application in the amount of \$10,000 to Stephan Properties of Florida, Inc. for the building located at 105, 109, 113 Brevard Avenue and 210 King Street. Authorize the City Manager to execute the Façade Grant Agreement.

www.ChooseCocoa.org/CocoaCRA
65 Stone Street, Cocoa, FL 32927



Received
4/23/19
Revised
5/20/19 @

COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

The Cocoa Community Redevelopment Agency (Cocoa CRA) sponsors a Commercial Façade Improvement Program (CFIP) to assist in the improvement of real property located in the Cocoa CRA Area. Matching grants of up to \$10,000 are available per commercial parcel/project to qualified applicants whose property is located in that portion of the Cocoa Redevelopment Area eligible for grant funding. **Applications must be submitted ONE MONTH in advance of each Cocoa CRA meeting.** The Cocoa CRA meets on the second Wednesday of each month.

Property Owner: STEPHAN PROPERTIES OF FLA. INC.

Applicant Name: TROY STEPHAN

Phone Number: 321-720-4529

Mailing Address: 411 MAGNOLIA AVE, MERITT ISL. FL 32952

Property Address: 105, 109, 113 BREVARIA AVE. / 210 KING STREET COCOA, FL

Business Name: STEPHAN PROPERTIES

Description of planned improvements:

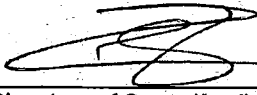
SEE ATTACHED. FAÇADE & OTHER IMPROVEMENTS
TO CREATE A HISTORICAL PRESENCE.

Total Project Cost: ~~\$90,000.00~~ \$37,200

Grant Funds Requested: \$10,000.00

Applicant/Owner Certification

I hereby submit this application and required documents. I have read the CFIP Grant requirements. I understand that the project must be completed within one year from the date written approval is received, unless otherwise approved or extended. I understand that grant funds will be provided on a reimbursement basis once all work is complete. I agree to leave the completed project in its approved design and colors for a period of five years from the date of completion. I understand that this Agreement will contain a covenant running with the land that binds future successors to also maintain the improvements and failure to maintain the improvements shall be a breach of the covenant and will result in having to pay back the entire amount of the grant plus interest.


Signature of Owner/Applicant

4-22-19
Date

Application Requirements



Stephan Properties of Florida Inc.

411 Magnolia Avenue, Merritt Island, Florida 32952
phone: 321-720-4529

April 23, 2019

Property: 105, 109, 113, 119 Brevard Avenue, 210 King Street
Cocoa, FL 32922
Owner: Stephan Properties of Florida Inc.

Commercial Façade Improvement Program

Dear Building Department,

Please accept this letter and application for the Commercial Façade Improvement Program Grant for the above property.

Written Scope of rehabilitation work:

105 Brevard Avenue Property is one of the major buildings as you enter Cocoa Village located between the East and West bound traffic on State Road 520. Stephan Properties is expending close to \$400,000.00 in the rehabilitation of that property and is seeking the \$10,000.00 grant pursuant to the program to make exterior rehabilitation to be more consistent with the historical presence of Cocoa Village.

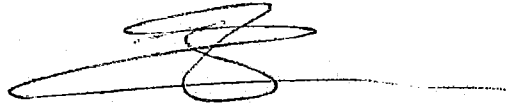
Attached, please find the historical rendering planned for the exterior of the building. In the renovation, SPF will be removing exterior tile and other deteriorating décor and replacing it with stucco, foam rendering of historical significance, historical window and door features, roofline historical accents, paint to match existing historical buildings. Each storefront will look like a separate historical building rather than the current square, non-historical looking building it is now.

Written Description of the projects ability to meet the design criteria for funding:

Renovations will consist of :

- a. Façade rehabilitation- replace damaged stucco, adding historical casting foam accents, creating false windows and historical looking trim, installing roof crown molding, creating entrance ways to access building, installing historical exterior light fixtures and décor.
- b. Removal of deteriorated or undesirable exterior alterations- removal of tile and non-significant exterior designs.
- c. Stucco restoration and vinyl siding to create a more historical look.
- d. Replacement or reconstructive woodworking
- e. Construction of architectural features around existing windows, doors and eaves.
- f. Replacement of awnings and exterior lighting to create a more historical presence.

- g. Entranceway modifications that improve the appearance or access to the commercial building.
- h. Landscaping-minor. Adding historical benches and sitting areas.
- i. Painting and building cleanup.

A handwritten signature in black ink, featuring a stylized, cursive 'S' that loops around itself and extends to the right.

Troy W. Stephan, Esq. for
Stephan Properties of Florida Inc.



219 Broadview Dr.
Cocoa, FL 32922

PROPOSAL

Made this 11th day of April, 2019 between :

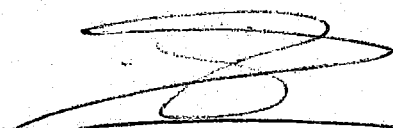
Owner: Stephan Properties of Florida Inc.
Troy W. Stephan, principal
411 Magnolia Avenue
Merritt Island, FL 32952

And

Contractor: Lighthouse Building Contractors, LLC

Scope of Work:

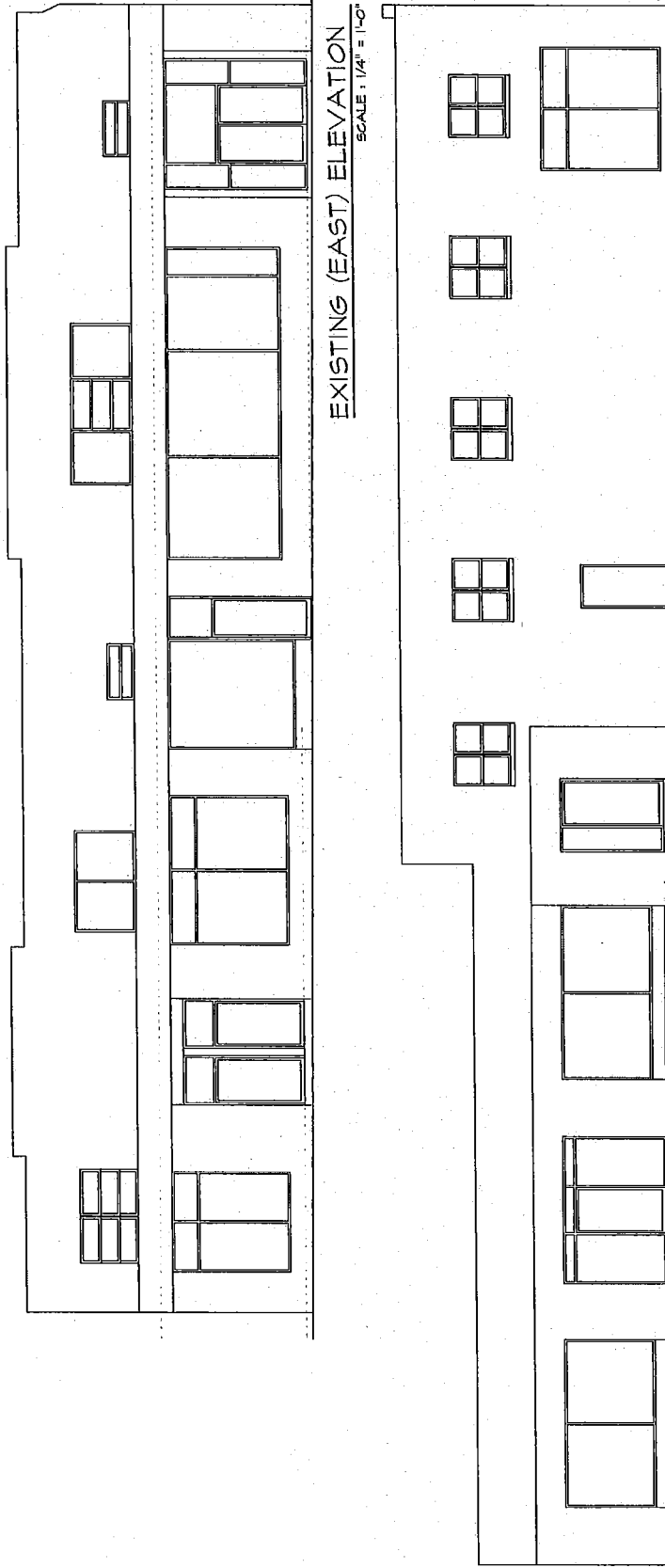
1. Architectural services to schematic exterior elevations showing an historical façade improvement of the approximately 17,000 square foot commercial building per the information as provided by the OWNER. The building is located at 105 Brevard Avenue, Cocoa, FL
\$ 1,200.00 ✓
 2. Provide carpentry for exterior façade parapet extending above existing roof line.
\$ 2,500.00 ✓
 3. Provide and install decorative bands, foam, window treatments, false windows, rough door decorative openings, decorative trim and crown moldings pursuant to plan attached hereto as Exhibit "A."
\$ 18,000.00 ✓
 4. Provide siding, awnings, historical decorative foam pieces in accordance with plan.
 5. Repairing and providing stucco finishing and siding in accordance with plan.
\$ 7,000.00 ✓
 6. Painting each separate store fronts in accordance with plan, including window and door trim, accent bands and moldings.
\$ 5,600.00 ✓
 7. Install decorative lighting (led) to existing lighting provided by Owner
\$ 1,200.00 ✓
 8. Rental of equipment
\$ 1,700.00 ✓
- Total:** \$ 37,200.00


Signature accepting Proposal

4-12-19
Date

PRELIMINARY
(NOT FOR CONSTRUCTION)
4/25/19

Stephan Properties of Florida, Inc.
105, 109, 113 Brevard Avenue and 210 King Street
Cocoa, Florida 32922



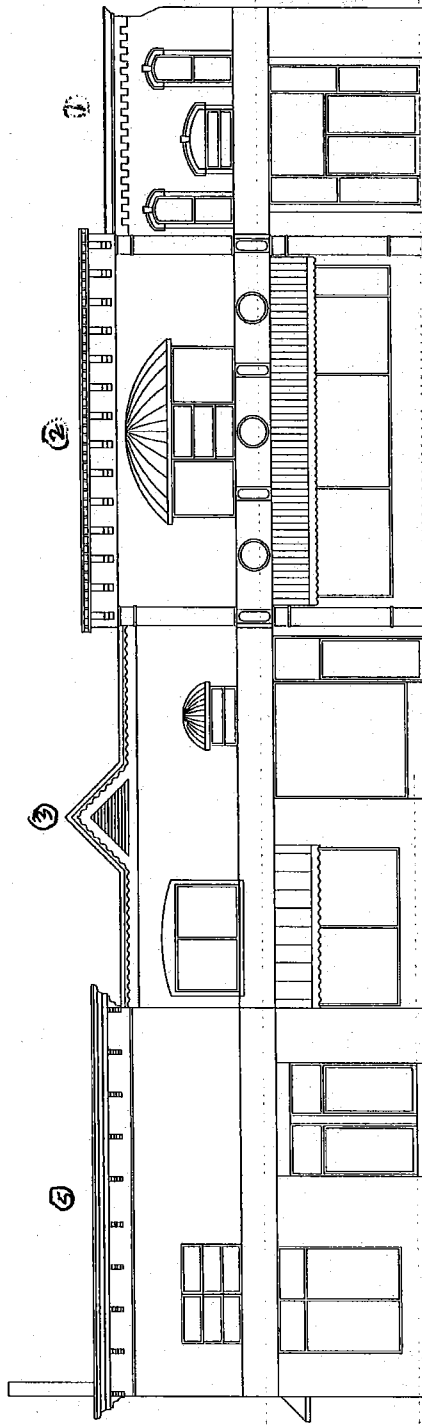
EXISTING (EAST) ELEVATION

SCALE: 1/4" = 1'-0"

EXISTING (SOUTH) ELEVATION

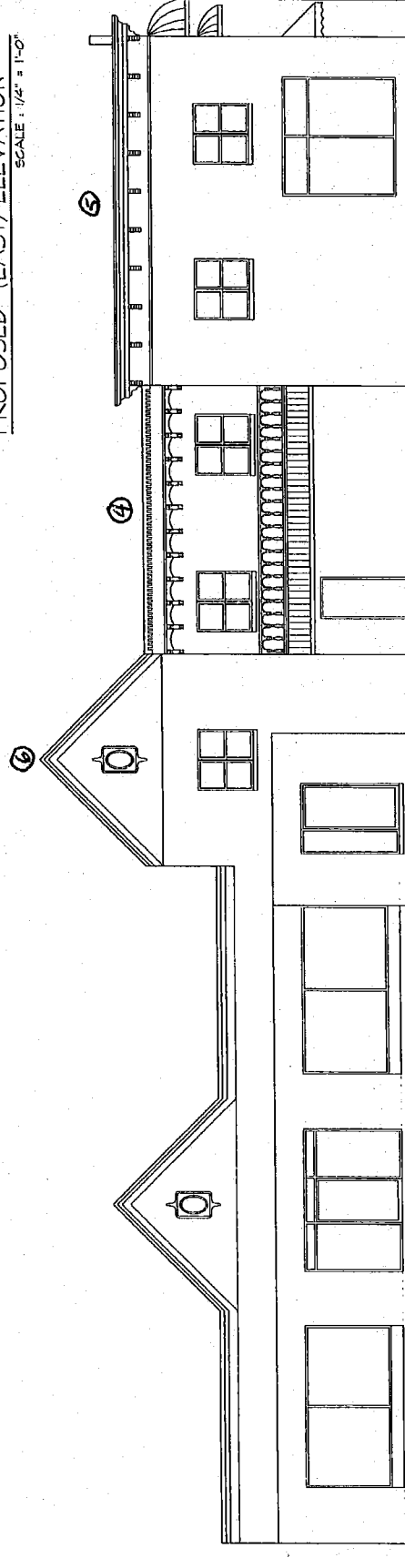
SCALE: 1/4" = 1'-0"

PRELIMINARY
(NOT FOR CONSTRUCTION)
4/25/19



PROPOSED (EAST) ELEVATION

SCALE: 1/4" = 1'-0"



PROPOSED (SOUTH) ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS	NO.



ALLEN KIESEL
ASSOCIATES, P.A.
ARCHITECTURE + DESIGN

213 Broad Street, Tallahassee, Florida 32305
321 284 1380 • AKASHI@TALLAHASSEE.ORG
Florida Reg. #A92553 • NDAAR Onl. 7052

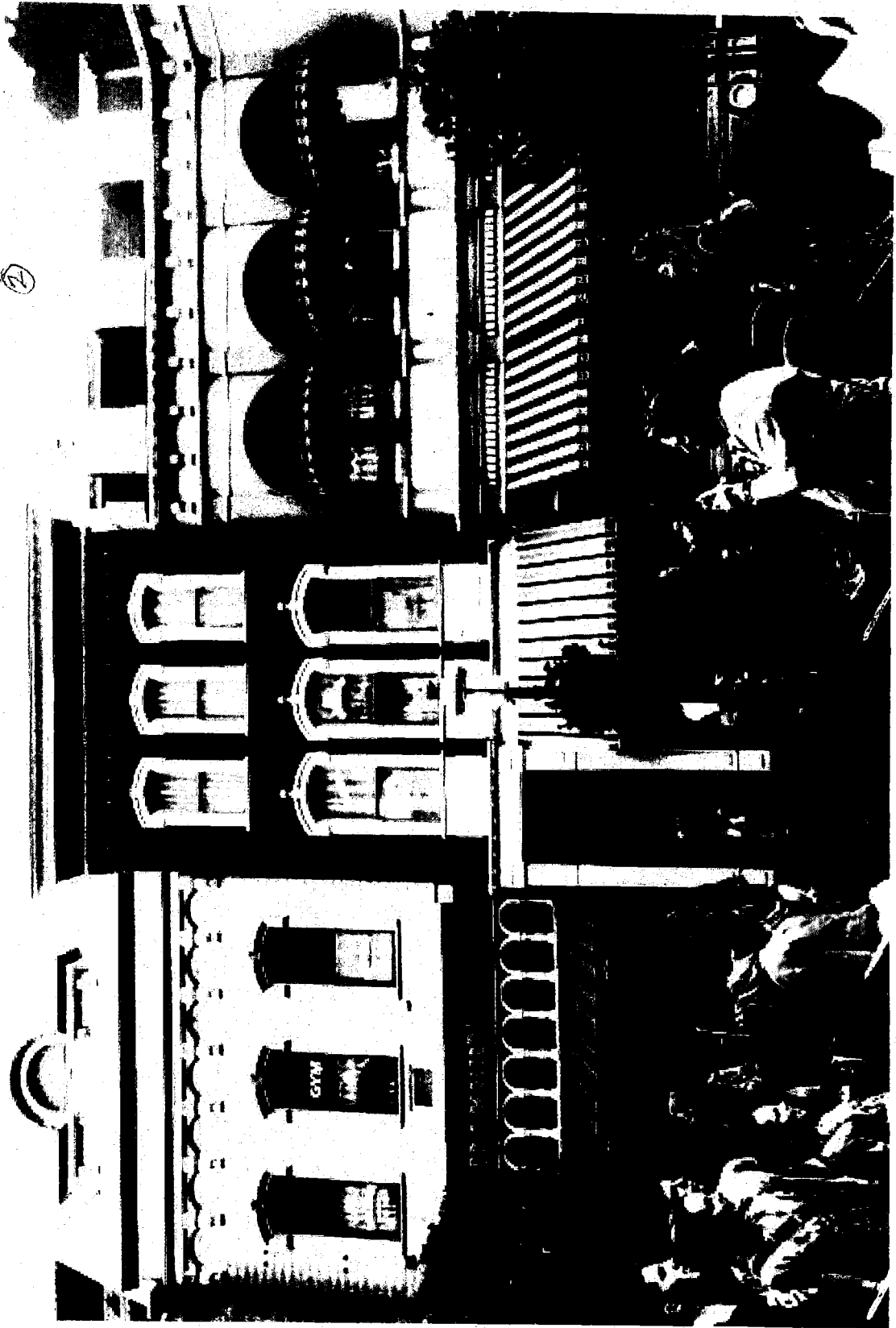
PROPOSED
EXTERIOR ELEVATIONS

Elevation Studios For:
Stephan Properties of Florida, Inc.
105,109,113 Brevard Ave. & 210 King St.
Cocoa, Florida 32922

ALAN J. REID
KEVIN M. ARBICAN

Date:	4/25/19
Scale:	As Noted
Drawn:	AJK
Checked:	AJK
Notes:	7/1/18

Sheet A-1





Elisa Murphy
Vice President
Senior Branch Manager

SunTrust Bank
106 Brevard Ave
Cocoa, FL 32922
Tel 321.456.8034

April 23, 2019

STEPHAN PROPERTIES INC.

411 MAGNOLIA AVE
MERRITT ISLAND, FL 32952-4821

Dear City of Cocoa,

This letter will serve to inform you that the above referenced client has sufficient funds to cover any work that needs be done for the façade grant.

If any additional information is needed, please contact me at 321-456-8016.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Elisa Murphy", is written over the word "Sincerely,".

Elisa Murphy
Vice President, Branch Manager
Cocoa Village Office

City of Cocoa
LOCAL BUSINESS TAX RECEIPT

65 Stone Street
Cocoa, Florida 32922
(321) 433 - 8501

Receipt Number 19-00006371
10/18-09/19

STEPHAN PROPERTIES, INC
411 MAGNOLIA AVENUE
MERRITT ISLAND FL 32952

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	7.40	81.40

NAICS Code: 531RT
Classification: Real Estate
Local Business Tax Receipt Number: 19-00006371
Date Issued: April 24, 2019
Expiration Date: September 30, 2019



Location Address:
412 BREVARD AVE
COCOA FL 32922

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

Prepared by and return to:
Ken Dawson, Esq.
Attorney at Law
Dawson Law PA
318 Tangerine Avenue
Merritt Island, FL 32953
321-986-8949
File Number: 17-062BH
Will Call No.:

Parcel Identification No. 24-36-33-35-*-1.01

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7th day of June, 2017 between Tea Fea Tseng and Tina Y. Tseng, husband and wife, individually and as Trustees of the Tea Fea Tseng Revocable Living Trust dated December 10, 2002 and Tea Fea Tseng and Tina Y. Tseng, husband and wife individually and as Trustees of the Tina Y. Tseng Revocable Living Trust dated December 10, 2002 whose post office address is 440 Sunset Lane, Merritt Island, FL 32952 of the County of Brevard, State of Florida, grantor*, and Stephan Properties of Florida, Inc., a Florida corporation whose post office address is 411 Magnolia Avenue, Merritt Island, FL 32952 of the County of Brevard, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Brevard County, Florida, to-wit:

The South 100 feet of the East 125 feet of Lot 1, HARDEE'S PLAT OF INDIAN RIVER CITY, as shown on the plat of Burchfield's Resurvey of said plat of Indian River City, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida.

The subject property is commercial property, not the homestead of grantors.

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Ken Dawson
[Signature]
Witness Name: Robbie Rose

[Signature]
Witness Name: Ken Dawson
[Signature]
Witness Name: Robbie Rose

[Signature]
Witness Name: Ken Dawson
[Signature]
Witness Name: Robbie Rose

[Signature]
Witness Name: Ken Dawson
[Signature]
Witness Name: Robbie Rose

Tea Fea Tseng (Seal)
Tea Fea Tseng, individually and as trustee
of Tea Fea Tseng RLT 12/10/02

Tina Y Tseng (Seal)
Tina Y Tseng, individually and as trustee
of the Tea Fea Tseng RLT 12/10/02

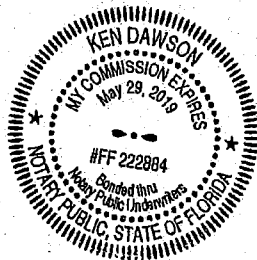
Tea Fea Tseng (Seal)
Tea Fea Tseng, individually and as trustee
of Tina Y. Tseng RLT 12/10/02

Tina Y Tseng (Seal)
Tina Y Tseng, individually and as trustee
of the Tina Y. Tseng RLT 12/10/02

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 7th day of June, 2017 by Tea Fea Tseng, Trustee and Tina Y Tseng,, who [] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Ken Dawson

My Commission Expires: _____



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/17/2019

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

AGENCY First Florida Insurance Of Merritt Island 2460 N COURTENAY PARKWAY SUITE 115 Merritt Island FL 32953		PHONE (A/C, No, Ext): (321) 205-1741		COMPANY Westchester Surplus Lines	
FAX (A/C, No): (321) 205-1742		E-MAIL ADDRESS: Karla@ffimi.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: 4758733		INSURED Stephan Properties of Florida Inc 411 MAGNOLIA AVE MERRITT ISLAND FL 32952-4821		LOAN NUMBER 7129034414	
				POLICY NUMBER D39206006001	
				EFFECTIVE DATE 03/17/2019	
				EXPIRATION DATE 03/17/2020	
				CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION (1) 105-113 Brevard Ave Cocoa, FL 32922 (2) 415 Magnolia Ave Merritt Island, FL 32952
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD ☒ SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
(1) Building	\$800,000	\$5,000
(2) Building	\$800,000	\$5,000

REMARKS (Including Special Conditions)

5% Windstorm Deductible

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Owen Loan Servicing LLC ISAOA PO Box 6723 Springfield OH 45501	☒ ADDITIONAL INSURED	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	☒ MORTGAGEE		
	LOAN # 7129034414		
	AUTHORIZED REPRESENTATIVE <i>Kate Hahley</i>		

ACORD 27 (2016/03)

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The ACORD name and logo are registered marks of ACORD



EVANSTON INSURANCE COMPANY

State Transaction Code:

COMMON POLICY DECLARATIONS

POLICY NUMBER: 3AA329026

RENEWAL OF POLICY: 3AA165836

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

STEPHAN PROPERTIES OF FLORIDA INC

411 MAGNOLIA AVENUE

MERRITT ISLAND, FL 32952

Policy Period: From 03/17/2019 to 03/17/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: RESTAURANT/GIFT SHOP/MULTIPLE COMMERCIAL UNITS

FORM OF BUSINESS

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☒ Corporation
☐ Limited Liability Company ☐ Other Organization:

Audit Period: Annual unless otherwise stated:

FTZ Code:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	\$	Not Covered
Commercial General Liability Coverage Part	\$	4,846.00
Commercial Inland Marine Coverage Part	\$	Not Covered
Commercial Ocean Marine Coverage Part	\$	Not Covered
Commercial Professional Liability Coverage Part	\$	Not Covered
Commercial Automobile Liability Coverage Part	\$	Not Covered
Liquor Liability Coverage Part	\$	Not Covered
Crime Coverage Part	\$	Not Covered
Other Coverages: Terrorism - Certified Acts	\$	Excluded
	\$	
	Premium Total	\$ 4,846.00
Other Charges:	\$	
	\$	
	\$	
	GRAND TOTAL	\$ 4,846.00

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Producer Number, Name and Mailing Address

Commercial/Residential Façade Improvement Program File Inventory

Applicant Name: Stefan Properties of FL Inc

Address: 105, 109, 113 Brevard Ave / 210 King St.

☒	Date: <u>4/24/17</u>	Brevard Property Appraiser Research Deed/Title Research (if applicable) Corporate License Research (if applicable)
☒	Date: <u>4/24/17</u>	Complete Application and Supporting Documents Received Income Qualification Verification (if applicable)
☐	Date: _____	Staff Report/Board Approval
☐	Date: _____	Letter of Award and Contract Sent
☐	Date: _____	Signed Contract Returned
☐	Date: _____	Contract/Mortgage Recorded with County Clerk
☐	Date: _____	Invoices Submitted
☐	Date: _____	Building/Property Inspection
☐	Date: _____	Payment Disbursed
☐	Date: _____	Copy of Recorded Contract Sent to Applicant

Exhibit A

Cocoa and Diamond Square Community Redevelopment Agencies

Commercial Façade Improvement Program Policy

I. Program Goal

The Commercial Façade Improvement Program (CFIP) is designed to improve the appearance and value of commercial properties in the Cocoa Redevelopment Area (Cocoa CRA) by providing financial assistance for the improvement and enhancement of commercial building facades and exterior areas. The intent of this public investment is to remove slum and blight and increase property value in the Cocoa CRA, resulting in increased TIF revenue, and to encourage private investment in close proximity to properties receiving financial assistance.

II. Financial Assistance and Grant Eligibility

Financial assistance in the form of matching grants or loans¹ of up to \$10,000.00 is available per project. All funding is subject to approval by the Cocoa CRA Board (Board), which will review applications on a schedule approved by the Board. Only one (1) grant per property owner may be awarded during any one year period. When an owner owns multiple properties that are adjacent, the grant funding may be shared between these properties for a unified improvement plan. When an owner owns multiple properties that are not adjacent, only one property may receive grant monies in that particular fiscal year.

To be eligible to receive a grant, the Applicant must:

- Own the subject property (property owners may designate a tenant as their agent, but only the owner may sign the CFIP Application);
- Own property in a commercially zoned area within the Cocoa CRA that is not used for residential purposes;
- Have a current City of Cocoa local business tax receipt or obtain one prior to reimbursement of funds;
- Be current on all property taxes and utility charges; and
- Own property suitable for façade improvement, as determined at the sole discretion of the Cocoa CRA.

The following Applicants/properties are ineligible to receive a grant:

- Owners of properties used solely for residential purposes, including multi-family and single-family residences. Vertically-mixed uses with a non-residential component are permitted at the discretion of the Board;

¹ The CFIP is intended to provide grants to property owners which do not have to be repaid. However, if the property owner fails to maintain the improvements for the five-year period following installation, then the grant is converted to a loan and must be repaid with interest as provided in the Grant Agreement. For purposes of this Policy, references to a "grant" shall also mean a loan to the extent the improvements are not maintained for the required period.

- Owners of non-profit corporations, unless (i) a substantial portion of the property is used for commercial purposes and is subject to ad valorem taxation; or (2) the non-profit corporation's property is of historic or cultural significance in the City of Cocoa; and
- Owners of vacant land

The amount of any grant shall be determined at the Board's sole discretion based on the following general factors:

- The estimated value of the proposed private investment;
- The extent that the private investment incorporates more primary improvements versus ancillary improvements such as building cleaning and painting;
- The historical and cultural significance of the property;
- The potential economic and fiscal impact of the proposed project on the City of Cocoa; and
- Whether the applicant is a for-profit or non-profit entity

Applicants may receive up to \$10,000.00 on a one-to-one (public to private fund) matching basis. Funds will be provided on a reimbursement basis once all work is complete. Therefore, proof of adequate funds for the entire project will be an Application requirement. All receipts and invoices reflecting payment in full for any qualifying costs and expenses are required for reimbursement, as described below in Section VI.

The Applicant will be required to agree to maintain the eligible improvements for a period of five years. The Agreement will contain a covenant running with the land that binds future successors to also maintain the improvements. Failure to maintain the improvements shall be a breach of the covenant and will result in having to pay back the entire amount of the grant, plus interest.

III. Eligible and Ineligible Expenses

All improvements eligible for matching funds must be visible from the public right-of-way and must be intended to preserve and protect the structure or aesthetic integrity of the commercial building.

Eligible primary improvements for grant matching funds include:

- Façade rehabilitation
- Removal of deteriorated or undesirable exterior alterations
- Stucco restoration
- Replacement or reconstructive woodwork
- Replacement, repair, or restoration of cornices, eaves, parapets, or other architectural features
- New doors and windows
- Restoration of historically appropriate doors, windows, or building features
- Signs, awnings, and canopies
- Exterior lighting
- Entranceway modifications that improve the appearance or access to the commercial building
- Landscaping, including hardscaping around the perimeter of the property and irrigation if needed to support landscaping. Preference given to drought-tolerant trees and plants. Must be consistent with City of Cocoa Code.

- Fencing around the perimeter of the property (must be substantially visible from the right-of-way)

The following ancillary work may be eligible for matching funds only when performed in conjunction with a primary improvement:

- Building cleaning (non-sandblasting)
- Painting

Ineligible improvements include:

- New building construction or new building additions
- Roof repairs
- Interior improvements
- Portable signs, such as sandwich boards or A-frame signs
- Flags and banners
- Tables, chairs, and umbrellas
- Acquiring property
- Improvements completed prior to Application submittal
- Parking lot improvements
- Improvements that are not substantially visible from the public right-of-way

The CFIP will be administered on a first-come, first-served basis, up to the limit of available funding. Priority for certain improvements will be given as follows:

- Projects that promise a greater economic impact or incorporate more primary improvements to the subject property.
- Those which address the safety or security of customers or employees
- Those which make access to the property more convenient for customers or employees
- Those which will prevent, diminish or eliminate a blighted condition
- Those which reflect a greater proportion of private funds to be utilized over those funds being provided under the CFIP
- "Partner projects" which will upgrade two or more properties simultaneously

IV. Application Requirements and Processing

Application requirements shall be as written on the CFIP Application, including but not limited to:

- Copy of deed/proof of ownership with owner signature
- Copy of City of Cocoa Local Business Tax Receipt (required prior to grant award disbursement)
- Color Photographs/Slides of current condition of the subject property
- Site Survey (only for landscaping improvements)
- Estimates/quotes/bids for all costs associated with the project by a licensed contractor in Florida/Brevard County pursuant to Chapter 489, Florida Statutes, unless otherwise exempt under Section 489.103. NOTE: Funds will not be reimbursed for "sweat equity" and Owner-completed improvements.

- Complete, written scope of rehabilitation work with detailed sketches or drawings of the proposed improvements. Paint samples of the colors chosen, including accent or trim colors will be required.
- Complete, written description of the project's ability to meet the design criteria for funding
- Evidence (such as a letter from the Applicant's bank) of available private funds to pay for the improvements
- Proof of insurance coverage (Accord form)

The Application will be processed in the following manner:

- The Office of Economic Development will review all filed Applications for completeness and will return any Application that is not deemed complete.
- A site inspection must be scheduled by the building inspector to determine if the building is suitable for the façade improvements proposed, i.e., that the building's current condition will support the improvements. The Applicant shall agree to provide access to the property for purposes of inspection.
- The Office of Economic Development will evaluate all filed Applications in accordance with the above-described priorities and requirements of this Policy.
- Completed and evaluated Applications will be scheduled for consideration by the Cocoa CRA
- Applicants shall be present and prepared to discuss their project and request in detail at a scheduled CRA Board meeting.

V. Program Requirements

If the Board approves an application for match funds, the Applicant must sign the following documents:

- Grant Funding Agreement. Through the Grant Funding Agreement, the Applicant will agree to:
 - Obtain all necessary permits required by law to construct the project, including building permits or other architectural review permits for historic buildings.
 - Agree to comply with all zoning and design restrictions applicable to the Cocoa CRA area in performing the improvements.
 - Maintain the improvements for a period of five years, which shall be a covenant running with the land. To the extent the covenant is not complied with, immediate repayment of the entire grant amount funded, plus interest, may be demanded by the Cocoa CRA and Grantee shall be required to refund the amount to the Cocoa CRA within thirty (30) days of receiving the demand.
 - Agree to grant the City access to the subject property to inspect the improvements.
- Covenant Running with the Land

VI. Grant Disbursements

The Grant amount approved by the Cocoa CRA Board is the maximum amount that may be disbursed. Cost savings from the bid estimates received shall reduce the Grant award on an equal basis with the Grantee's Grant match. Grantee is not required to utilize the lowest bid/estimate/quote received, but the Grantee shall be solely responsible for the cost difference.

The Grant is awarded on a reimbursement basis. Grant funds shall only be disbursed to the Grantee upon completion of the work, which shall constitute issuance of a final inspection, certificate of completion, or similar instrument issued by the City of Cocoa's Building Division for the improvement work. Grantees shall not be reimbursed if outstanding code enforcement or building code citations or code enforcement liens have not been corrected and paid or released upon completion of the work.

To be reimbursed, the Applicant must provide to the Office of Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

- Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material;
- Date of work or material provided;
- Description of property upon which the work was provided or to which the material was delivered;
- Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack);
- Itemized cost of work performed or material supplied;
- Statement of what work or material was for (e.g., supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface, supplied 26 feet of fence for privacy to hide parking lot dumpster)
- Statement signed by laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee

Paid receipts are subject to Cocoa CRA review and approval. In no event shall more than 50% of the amount noted on a Cocoa CRA-approved paid receipt be reimbursed to the Grantee. All work must be substantially completed within 365 days of the date the Grant Agreement is executed. Reimbursement shall be denied for any instance in which these conditions or any other terms of the Grant Agreement are violated.

Grantee shall be required to submit at least one photo of the improvements after they are completed.

VII. Maintenance of Improvements

As stated above, each Grantee will be required to agree to maintain the improvements for five years. Grantee shall provide access to the property to allow the City to inspect the improvements and determine proper maintenance has occurred, to the extent necessary. Grantee shall maintain current insurance coverage for the subject property, which shall include the Board-approved improvements. The obligation to maintain the improvements shall be a covenant running with the land binding future successors and assigns.

Failure to maintain the improvements shall result in an immediate demand for repayment of the grant amount in full, plus interest. Grantee shall be required to refund the amount to the Cocoa CRA within thirty (30) days of receiving the demand.

VIII. Disclosures

The Cocoa CRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The Cocoa CRA retains the right to amend this CFIP Policy and any supporting documents, including the Grant Agreement. The Cocoa CRA also retains the right to display and advertise properties that receive matching funds.

JOURNAL
CITY OF COCOA
REGULAR MEETING OF THE COCOA REDEVELOPMENT AGENCY
JUNE 12, 2019

I. OPENING MATTERS:

Chairman Williams called the meeting order at 5:02 p.m.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 12, 2019 (19-247)
2. Minutes: Regular Meeting of May 8, 2019 (19-248)
 - **The Agenda for the Regular Meeting of June 12, 2019 was approved as presented and the Minutes for the Regular Meeting of May 8, 2019 were approved as presented.**

III. DELGATIONS

- No formal actions were taken under Delegations. Speakers were: Troy Stephan, Cocoa Resident and Aleck Greenwood, Cocoa Resident.

IV. PRESENTATIONS:

No formal presentations.

V. ACTION ITEMS:

1. Approve the purchase, from Waste Management, by way of sole-source, three (3) Single Station, Solar Powered, Big Belly Compactors to be placed in Lee Wenner and Riverfront Parks. Approve a Budget Transfer in the amount of \$15,052 from Contract Services to Machinery & Equipment. (19-196). (Community Redevelopment Program Manager)
 - **Budget transfer approved and to be processed.**
2. Award a Façade Grant application in the amount of \$10,000 to Stephan Properties of Florida, Inc. for the building located at 105, 109, 113 Brevard Avenue and 210 King Street. Authorize the City Manager to execute the Façade Grant Agreement. (19-192). (Community Redevelopment Program Manager)
 - **Item tabled until the next regularly scheduled meeting on July 10, 2019.**

VI. ATTORNEY's REPORT

- **No formal actions were taken under Reports**

VII. UPDATES AND STAFF REPORTS

- Motion by Agency Member Goins, seconded by Agency Member Koss, to direct staff to preserve the original pavers that have not been removed with the condition to restore the pavers that have already been removed.

VIII. ADJOURNMENT

- The Regular Meeting of the Cocoa Redevelopment Agency on June 12, 2019 adjourned at 5:49 p.m.



Legislation Text

File #: 20-141, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 27, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Request Agency Direction for the Statues and Electrical Safety Lighting upgrades to the Gateway Entry Sign. Approve Change Order #1 to Purchase Order #74207 for \$3,371.90 due to modifications to the electrical design plans for the Gateway Entry Feature. Approve Change Order #1 to Purchase Order #75480 for \$28,774.15 to add safety site lighting and outlets on the sign and trees. Approve a Budget Amendment for \$12,100. Agency's Direction and Approval, of corresponding change order items related to statues and future electrical installation change orders. Authorize the City Manager to execute the approved purchases.

BACKGROUND:

The City of Cocoa purchased 6 Forrest Avenue, the former Sundancer Gallery site, in July 2016 with the purpose of constructing a Gateway Entry Feature for the City and Cocoa Village. The Cocoa Village Gateway Entry Feature project is referenced in the Cocoa CRA Redevelopment Plan Update (page 88).

After the City awarded the bid, it was determined that revisions were necessary to the electrical design plans for the Gateway Entry Feature to add sufficient lighting on the site. Staff is requesting authorization to execute Change Order #1 to Purchase Order #74207 to complete the electrical design plan changes (Architects RZK). The total cost for the change order is \$3,371.90.

Staff is also requesting authorization to execute Change Order #1 to Purchase Order # 75480 for \$28,774.15 to complete the electrical modifications as described. City Staff requested that Boromei provide a cost to install Safety Site Lighting per revised plans. This work includes a new service drop to power four additional decorative street lights that match Florida Avenue, along with outlets to each of three oak trees (to be installed as part of the original plans) and one outlet to the Sign for any seasonal lighting that may be requested.

A Budget Amendment is necessary to move the budget (\$12,100) for the light poles from 110-3230-559-63-00 to 110-3230-559-64-00 to complete the project.

- Change Order #1 to PO 74207 - \$3,371.90 (Architects RZK)
- Change Order #1 to PO 75480 - \$28,774.15 (Boromei Construction)

•
Agency's Direction

During the pre-construction meeting, City staff asked Boromei to provide some options regarding the three-dimensional statues that were not included in the phase 1 bid. Boromei responded with the following options:

- 1) Four each 3-Dimensional Bronze Statues per plans from Bronzeman - \$140,035.50
- 2) Four each 3-D Fiberglass Statues per plans from Don Bell Signs - \$127,658.63
- 3) Four each 3-D EPS Foam Statues per plans from Media Resources - \$110,750.64
- 4) Four each 3-D Bronze Statues per plans from Parson's Sculpture - \$451,225.50

For budgetary reasons, City Staff asked Boromei to provide an estimate for the statues 2-Dimensional similar to the paddleboat.

- 1) One each 2-D Statue of 2 people on a bench from selected vendor at approximately - \$7,500.

Presently, the budget remaining to spend for the Gateway Entry Feature Project is \$66,200.70. If Agency members authorize the expenditure for the electrical plans change (\$3,371.90) and electrical improvements (\$28,774.15), the remaining balance to utilize for the statues is \$34,054.65. Based on that amount, the budgetary restrictions allow for the 2-D statue of two people on a bench for approximately \$7,500.00, leaving \$26,554.65 for the design and construction of up to three more 2-D statues. Staff recommends the 2-D statue option as it most closely matches the design of the paddlewheel boat and it is the most cost effective option.

During the final engineering design, the architect could not locate a designer to engineer the figures located in the design. The architect completed the engineered drawings for the sign portion without the figures in the specification package.

Therefore, Staff requests the Agency members select the statue option and approve the electrical improvements necessary to complete the project. Staff will complete the change order based on the selection of Agency members.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	<u>\$ 3,372</u>
Account Number	<u>110-3230-559-63-00</u>
Account Name	<u>Infrastructure</u>

Amount Requested	<u>\$ 16,675</u>
Account Number	<u>110-3230-559-63-00</u>
Account Name	<u>Infrastructure</u>

Amount Requested \$ 12,100
Account Number 110-3230-559-64-00
Account Name Machinery & Equipment

Source of Funds: Cocoa CRA

Change Order Amount \$ 3,371.90

Original Purchase Order 74207
Original P.O. Amount \$ 15934.30

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 0
Total amount in change orders to date \$ 0

Change Order Amount \$ 28,774.15

Original Purchase Order 74207
Original P.O. Amount \$ 142,865

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 0
Total amount in change orders to date \$ 0

Change Order Amount #2 \$ 34,054.65 (maximum based on Agency direction for the statues)

Original Purchase Order 74207
Original P.O. Amount \$ 142,865

Total number of change orders to date 1
Total amount in change orders to date 1

PREVIOUS ACTION:

At the September 11, 2019 regular Cocoa Redevelopment Agency Meeting, the Agency Members awarded Bid 19-21-COC to Boromei Construction for the Gateway Entry Sign Phase 1 Construction.

RECOMMENDED MOTION:

Request Agency Direction for the Statues and Electrical Safety Lighting upgrades to the Gateway Entry Sign. Approve Change Order #1 to Purchase Order #74207 for \$3,371.90 due to modifications to the electrical design plans for the Gateway Entry Feature. Approve Change Order #1 to Purchase Order #75480 for \$28,774.15 to add safety site lighting and outlets on the sign and trees. Approve a Budget Amendment for \$12,100. Agency's Direction and Approval, of corresponding change order items related to statues and future electrical installation change orders. Authorize the City Manager

to execute the approved purchases.



January 15, 2020

Mr. Charlene Neuterman, Redevelopment Project Manager
City of Cocoa – Community Services Department
65 Stone Street
Cocoa, FL 32922

Reference: City of Cocoa – Cocoa Village Gateway Entry Feature

Subject: Added Design Services Proposal (RZK #2018.22-X1)

Dear Charlene:

Architects RZK, Inc. (RZK) is pleased to submit this proposal for additional architectural services to the City of Cocoa. The only consultant assisting RZK with this effort will be that of an electrical engineer with DDC Engineering.

PROJECT DESCRIPTION (GENERAL)

This design effort by RZK will be that required to prepare construction documents for adding specific electrical lighting and power to the entry feature. This will consist of lighting for the sign, pole lights on the site and power at the sign and new power panel.

BASIC SCOPE OF SERVICES

The services by RZK identified herein are that required to modify our current plans so the current building permit can be amended.

RZK will sign and seal the construction documents for submission to the local Building Official responsible for issuing a building permit. Upon receipt of the Building Official's review RZK will respond to any pertinent comments by the Building Official and issue a response(s) in writing.

RZK will review submittals of products and inquiries from the construction contractor during construction and anticipate these will be blended in with contract fee presently set aside for the construction period.

COMPENSATION FOR A/E SERVICES

We propose the following fees for the Basic Scope of Services identified above and on the design fee cost estimated attached herewith.

Fee Estimate (per attached spread sheet)
(this includes a site survey for \$700.00)

\$3,371.90

That itemized above fees are "lump sum not to exceed" based on our understanding of the work tasks. Should the work tasks or budget change, or unforeseen circumstances

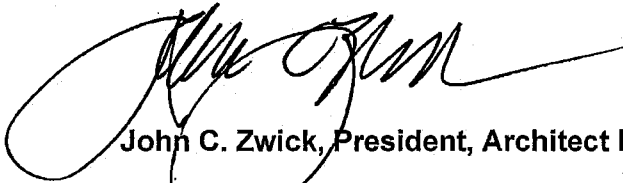
cause an increased involvement of any work task, we reserve the right to seek and secure additional compensation.

The above fees include a figure to cover conventional reimbursable expenses which include routine travel within Brevard County, photography of existing conditions, reproducing of design documents for design review submittals (exclusive of agency submission for permit plans), routine common postage and our equipment usage.

We appreciate this opportunity and look forward to continuing our efforts with the City of Cocoa for this project.

Should you have any questions please feel free to contact me at your convenience.

Sincerely,
Architects RZK, Inc.

A handwritten signature in black ink, appearing to read 'John C. Zwick', with a large, sweeping loop at the end.

John C. Zwick, President, Architect LEED AP

copy: Design Fee Estimate Spreadsheet

ESTIMATE OF WORK EFFORT & COST - PRIME CONSULTANT



Project: CoC Gateway Entry Feature

Proposal #: 20 18.22 X-1

Consultant: Architects RZK, Inc.

Date: January 16, 2020

Activity	Principal	Project	CAD	CAD	Administration	Cost by Activity
	Architect	Manager	Sr. Draftsman	Draftsman		
	\$149.50	\$124.00	\$76.90	\$70.10	\$51.20	
1) Meetings & Research	1.00	0.00	0.00	0.00	0.00	\$149.50
	\$149.50	\$0.00	\$0.00	\$0.00	\$0.00	
2) Site Visit	0.30	0.00	0.00	0.00	0.00	\$44.85
	\$44.85	\$0.00	\$0.00	\$0.00	\$0.00	
3) Construction Documents	3.30	0.00	18.00	0.00	0.00	\$1,877.55
	\$493.35	\$0.00	\$1,384.20	\$0.00	\$0.00	
4) Bid Period	0.00	0.00	0.00	0.00	0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	
5) Permit Period	0.00	0.00	0.00	0.00	0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	
6) Construction Period	0.00	0.00	0.00	0.00	0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	
Total Staff Hours	4.60	0.00	18.00	0.00	0.00	\$2,071.90
Total Staff Cost	\$687.70	\$0.00	\$1,384.20	\$0.00	\$0.00	

RZK Staff Related Costs: \$2,071.90

RZK Material Costs: \$0.00

SUBTOTAL RZK ESTIMATED FEE: \$2,071.90

Subconsultant 1:	DDC Engineering	\$600.00
Subconsultant 1 Material Cost:		\$0.00
Subconsultant 2:	Field Survey	\$700.00
Subconsultant 2 Material Cost:		\$0.00
Subconsultant 3:		\$0.00
Subconsultant 3 Material Cost:		\$0.00
Subconsultant 4:		\$0.00
Subconsultant 4 Material Cost:		\$0.00
Subconsultant 5:		\$0.00
Subconsultant 5 Material Cost:		\$0.00
Subconsultant 6:		\$0.00
Subconsultant 1 Material Cost:		\$0.00

SUBTOTAL SUBCONSULTANT(S) ESTIMATED FEE: \$1,300.00

GRANDTOTAL ESTIMATED FEE: \$3,371.90

CHANGE ORDER REQUEST FORM			
SELECT CHANGE ORDER TYPE:	☐	GENERAL	
	☒	CONSTRUCTION-----Assigned Project # Required:	CP1502
	☐	CONSTRUCTION CONTINGENCY----Resolution # Required:	
		Amount Approved: _____ Balance Remaining:	
	☐	TASK ORDER -----Assigned Task Order # Required:	
	☐	TASK ORDER AMENDMENT-----Amendment # Required:	

Change Requisition Number # 1

Original Purchase Order Amount	\$ 15,934.30
Change Order # 1 Amount	3,710.90
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	\$ 19,645.20

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Architech RZK	37923	74207	\$ 15,934.30

Other-Explain:

[illegible]

\$ 3,371.90

Change Order Justification:

Added electrical design for the Gateway Entry Feature. This was not included in the original design and is required for the project.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder.*****

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

☐ GENERAL	
☒ CONSTRUCTION-----Assigned Project # Required:	CP1502
☐ CONSTRUCTION CONTINGENCY----Resolution # Required:	
Amount Approved: _____	Balance Remaining: _____
☐ TASK ORDER -----Assigned Task Order # Required:	
☐ TASK ORDER AMENDMENT-----Amendment # Required:	

Date: 02/26/20 New Requisition #: 40492 Change Requisition Number #: 1

Name of Requestor
completing this form:

C. Neuterman



Original Purchase Order Amount	\$ 142,865.00
Change Order # 1 Amount	3,740.90
Change Order # 2 Amount	28,774.15
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	\$ 171,639.15
New Purchase Order Amount	\$ 140,575.90

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Boromei Construction	39572	75480	\$ 142,865.00

REASON FOR CHANGE (Click box(s) to select):

- | | |
|---|--|
| ☐ Correct Freight Cost | ☐ Cancel Line Item |
| ☐ Correct Unit Cost | ☒ Add Additional Money |
| ☐ Correct Account | ☐ Add/Delete/Change Project # |
| ☐ Correct Quantity | ☐ Liquidate Money |
| ☒ Add Line Item | ☐ Cancel Entire PO |

☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
2	10,986.00	Sum	Electrical Service	110-3230-559-63-00	CP1502	1.00	\$ 10,986.00
3	12,099.73	Sum	Light poles	110-3230-559-64-00	CP1502	1.00	\$ 12,099.73
4	1,325.00	Sum	concrete	110-3230-559-63-00	CP1502	1.00	\$ 1,325.00
5	4,363.42	Sum	Overhead/bond/insurance	110-3230-559-63-00	CP1502	1.00	\$ 4,363.42
							\$ -
							\$ -
							\$ -
							\$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

\$ 28,774.15

Change Order Justification:

Added electrical installation for the Gateway Entry Feature. This was not included in the original design and is required for the project.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder.*****



February 27, 2020

City of Cocoa
Attn: Frank Mirabito
155 N. Wilson Ave.
Cocoa, FL 32922

Re: City of Cocoa Gateway Entry Feature Sign
Proposed Change Order 2 - Electric

Dear Mr. Mirabito:

Please find attached Proposed Change Order 2 for the Electric on the Cocoa Gateway Feature Sign project.

Upon review if you have any questions, comments or concerns please advise.

If you have any questions or comments please advise.

Sincerely;

A handwritten signature in cursive script, appearing to read "Melissa Stone".

Melissa Stone,
Corporate Secretary



CGC1508299
420B NW 3rd St.
Okeechobee, FL 34972
(863) 623.4314

ESTIMATE SHEET

PROJECT: Gateway Entry Feature Sign

DATE: 2.27.2020

OWNER: City of Cocoa

LOCATION: Cocoa,FL

[illegible]

PROPOSAL

Page No: 1 of 1 Pages

Craftsmen Electrical Services, Inc.

379 Williams Point Blvd., Cocoa, Florida 32927

Office: (321) 632-0525 Fax: (321) 632-4090

FL State Certified #EC-13001497, International Assoc. of Electrical Inspectors #114575

UL 96A - Master Label Lightning Protection Installer: #UL-E136206

ATTENTION		DATE	
Chris Rossi		02/07/20	
PROPOSAL SUBMITTED TO			
Baromei Construction, Inc.			
STREET		JOB NAME	
420 B NW 3 rd Street		Electrical - Gateway Entry Sign - City of Cocoa	
CITY, STATE and ZIP CODE		JOB LOCATION	
Okeechobee, FL 34972		#6 Forrest Ave. Cocoa, FL 32922	
ARCHITECT	DATE OF PLANS	PHONE	FAX/Email
RZK	Revision 01/24/20	863-623-4314	chrisrossi@baromeiconstruction.com

We hereby submit specifications and estimates for:

Electrical Labor and Material Based on the Following:

- A. (4) decorative pole lights to be installed by us but furnished by others.
- B. 100AMP 120/240V single phase overhead service- Nema 3R on concrete post
With underground feed stubbed out 5' from meter can.
- C. We will install sauna-tube foundation forms and rebar for (4) poles. Concrete
And mounting bolt kit furnished by others.
- D. (3) in-ground waterproof j-box with (1) dedicated 120V/20A circuit from
Breaker panel to each in-ground box.
- E. (1) 120V/20A GFCI weatherproof receptacle at back of column.
- F. Test, retest, label.
- G. Our proposal does not include permit or utility fees.

FL State Certified EC13001497, IAEI #114575

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: Ten Thousand Nine Hundred Eighty Six dollars (\$10,986.00).

Payment to be made as follows: Payment Due Upon Receipt

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Authorized Signature:

Donald K. Conway, President

Note: This proposal may be withdrawn by us if not accepted within 30 days.



2400 SOUTH DIVISION AVE
ORLANDO FL 32805-6258
Phone: 407-835-4500
Fax: 407-841-0238

To: CITY OF COCOA PUBLIC WORKS
ATTN: FRANK MIRABITO
155 N. WILSON AVE
COCOA FL 32922
Attn: AMANDA
Phone:
Fax:
Email: AMANDA.FERGUSON@GRAYBAR.COM

Date: 02/27/2020
Proj Name: HISTORIC COCOA VILLAGE
GB Project Qte#: 0234832935
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 02/27/2020
Valid To: 03/28/2020
Contact: Amanda Ferguson
Email: amanda.ferguson@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	4 EA HOLOPHANE		JFE2 P20 40K AS GL3 BK S GV1A73B			\$1,622.49	1	\$6,489.96
Item Note: FACTORY LEAD TIME 10 BUSINESS DAYS, PLUS 5-10 BUSINESS DAYS FOR PROCESSING, TRANSIT AND DELIVERY.								
200	4 EA HAPCO CO		GRS12B4-SF0-**			\$1,204.55	1	\$4,818.20
Item Note: QUOTING PER PART # IN SPECS, POLE HAS NOT BEEN EVALUATED FOR LOADING. INLCUDES WIND LOAD CALCULATIONS. LEAD TIME IS 12-14 WEEKS. QUOTING STANDARD COLOR ONLY; IF CUSTOM COLOR REQUIRED WILL NEED TO RE-QUOTE. FREIGHT ALLOWED.								

Total in USD (Tax not included): \$11,308.16

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF COCOA PUBLIC WORKS
ATTN: FRANK MIRABITO
155 N. WILSON AVE
COCOA FL 32922
Attn: AMANDA

Date: 02/27/2020
Proj Name: HISTORIC COCOA VILLAGE
GB Project Qte#: 0234832935

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services proportionately to take into account such increases in Graybar's costs.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.** **PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTH CARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.3 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.



City of Cocoa Budget Adjustment Form FY 2020 -

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT		REQUESTING DEPARTMENT #: CRA-110		DATE PREPARED: 03/06/20			
'REVENUE' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 12,100)	110-3230-559.63-00	CP1502	Infrastructure	\$0	\$0	(\$ 12,100)	\$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
(\$ 12,100) TOTAL				\$0	\$0	\$0	\$0
'EXPENSE' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 12,100	110-3230-559.64-00	CP150	Machinery & Equipment	\$0	\$0	\$ 12,100	\$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
\$ 12,100 TOTAL				\$0	\$0	\$0	\$0
REASON/JUSTIFICATION FOR ADJUSTMENT:							
Budget amendment is necessary to move the funds needed for the installation of light poles on the Gateway Entry Feature project (CP1502). The budget for the project was in 110-3230-559-63-00 and light poles falls under equipment and needs to be reclassified.							
CITY COUNCIL APPROVAL REQUIRED? YES ☒ NO ☐							
DATE APPROVED: _____ RESOLUTION #: _____							
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.							
3/6/20	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2020.03.06 13:06:51 -0500		Requestor's Signature	Finance Approval Signature	Finance Director's Signature	
Date		Date		Date		Date	
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 10/2/19 - IT							



ESTIMATE SHEET

DATE: 12.12.2019

LOCATION: Cocoa,FL

[illegible]

[Print](#) | [Close Window](#)

Subject: FW: Quote for Custom Bronze Sculptures
From: "Chris Rossi" <chrisrossi@boromelconstruction.com>
Date: Thu, Dec 12, 2019 11:31 am
To: "Melissa Stone" <melissa@boromelconstruction.com>
Attach: Young Studier.jpg
Honor Student.jpg
Big Catch - Fisherman.jpeg
Centurion.jpeg
Firefighter Rescue.jpeg
Indian.jpg
Lady Guadalupe.JPG
Marine Memorial 1.jpeg
Patronis 1.jpeg
Taylor Project.jpeg

From: Bronzeman [mailto:info@bronzeman.com]
Sent: Thursday, December 12, 2019 1:26 PM
To: Chris Rossi <chrisrossi@boromelconstruction.com>
Subject: Quote for Custom Bronze Sculptures

Hi Chris,

I hope this day finds you well. Here is a breakdown of the costs for the (4) custom bronze sculptures you are looking to have made:

Adult and Child sitting on a Bench	\$35,000
2 Children Riding a Bicycle	\$25,000
Woman Walking 2 Dogs	\$30,000
Girl Reading Book	\$10,000

The total cost for all of these sculptures would be \$100,000 plus shipping charges which would be approximately \$5,000. This would include the artist's fee to sculpt the model as well either one of these.



First, we would have our artist sculpt a model using photographs or sketches that you would provide. Once the model is finished, we would send you several images from all angles for

I have been in the bronze business for more than 25 years and would enjoy the opportunity to work with you on this project. I have attached some images of custom sculptures which

Warm regards,

Tobi Steinberg
Bronzeman.com
(877) 528-2531



On Dec 11, 2019, at 12:31 PM, Chris Rossi <chrisrossi@boromeiconstruction.com> wrote:

<Statues.pdf>

 Boromei Construction

ESTIMATE SHEET

LOCATION: Cocoa,FL

[illegible]

[Print](#) | [Close Window](#)

Subject: FW: 1900451 City of Cocoa CO#1 4 sculptures for Cocoa Beach

From: danny@boromeiconstruction.com

Date: Tue, Dec 10, 2019 1:10 pm

To: <chrisrossi@boromeiconstruction.com>, <melissa@boromeiconstruction.com>

Attach: image001.jpg

image002.jpg

image003.png

image004.png

From: Izzie Enwall <ienwall@donbellsigns.com>

Sent: Tuesday, December 10, 2019 3:04 PM

To: danny@boromeiconstruction.com

Cc: Gary Bell <gbell@donbellsigns.com>; Frank Boanno <fboanno@donbellsigns.com>; Ray Hanson <rhanson@donbellsigns.com>

Subject: 1900451 City of Cocoa CO#1 4 sculptures for Cocoa Beach

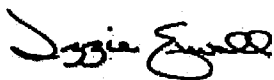
Danny,

Please see below for the pricing on the 4 sculptures For the City of Cocoa.

Please let me know if you have any questions.

This is out pricing to you. You will need to add concrete and whatever else might be needed on your end for prior to Installation

We estimate a rough order of magnitude for all 4 sculptures would be approximately \$94,500.00 Installed These would be fiberglass sculptures with metal framing inside. Some of the smaller details would be metal as well. All sculptures would be painted black.



Izzie Enwall
Corporate Sales



Our office will be closed for the holidays beginning noon December 24th thru January 1st. We wish you a safe and wonderful Holiday!

[illegible]



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NOVEMBER 27, 2019

GF19-3D112701

BOROMEI CONSTRUCTION

PAGE 1

GATEWAY SIGN SCULPTURE

DETAILS: SCULPTURES TO BE CARVED FROM 2LB EPS FOAM, POLYUREA COATED, PRIMED, SANDED, PAINTED AND GLOSS CLEARCOATED. EACH WILL HAVE AN ALUMINUM MATCH PLATE FOR MOUNTING TO EXISTING CONCRETE FOUNDATION.

A – WOMAN AND CHILD ON PARK BENCH.

7'7" LONG X 36" WIDE X 58" HIGH OVERALL (WIDTH IS ESTIMATED)

PRICE: PAINTED ONE COLOR \$23,062.28. PAINTED FULL COLOR: \$29,557.95.

CRATE & SHIP TO OKEECHOBEE, FLA: \$3,750.00

B – BOY & GIRL ON "PENNY FARTHING" STYLE BICYCLE.

52" LONG X 30" WIDE X 56" HIGH OVERALL (WIDTH IS ESTIMATED)

PRICE: PAINTED ONE COLOR: \$13,810.00. PAINTED FULL COLOUR: \$19,500.00

CRATE & SHIP TO OKEECHOBEE, FLA. \$3,750.00

C – WOMAN WALKING DOGS.

77" LONG X 48" WIDE X 66" HIGH OVERALL (WIDTH IS ESTIMATED)

PRICE: PAINTED ONE COLOR \$22,150.00. PAINTED FULL COLOR \$28,650.00

CRATE & SHIP TO OKEECHOBEE, FLA. \$3,200.00

D – LAYING GIRL WITH BOOK

48" LONG X 18" WIDE X 25" HIGH OVERALL (WIDTH IS ESTIMATED)

PRICE: PAINTED ONE COLOR \$3,690.00. PAINTED FULL COLOR \$5,675.00

CRATE & SHIP \$ 1,500.00

PAGE 2

Associate memberships **CWB, IBO, ISA, OAAA, SAC**

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**Boromei Construction**

ESTIMATE SHEET

LOCATION: Cocoa,FL

[illegible]

[Print](#) | [Close Window](#)

Subject: FW: [FWD: FW: 18.22 CoC Gateway Entry - Statues]
From: "Chris Rossi" <chrisrossi@boromeiconstruction.com>
Date: Thu, Dec 12, 2019 8:06 am
To: "Melissa Stone" <melissa@boromeiconstruction.com>

From: John Parsons [mailto:john@parsonssculpture.com]
Sent: Wednesday, December 11, 2019 11:01 AM
To: Chris Rossi <chrisrossi@boromeiconstruction.com>
Subject: Re: [FWD: FW: 18.22 CoC Gateway Entry - Statues]

Hi Chris,

Below are estimated prices for your sculpture project. These are only estimates. If you have interest in moving forward please give me a call to discuss.

Two figures sitting on a bench - \$122,000
Two children on a bike - \$105,000
Woman with two dogs - \$115,000
Child lying down - \$27,000

Thanks,
John

John Parsons
1412 Box Elder Ct.
Derby, KS 67037
(316) 651-6720
john@parsonssculpture.com
www.parsonssculpture.com
[facebook.com/JohnParsonsSculptor](https://www.facebook.com/JohnParsonsSculptor)

Sent from my iPhone 7

On Dec 11, 2019, at 7:25 AM, Chris Rossi <chrisrossi@boromeiconstruction.com> wrote:

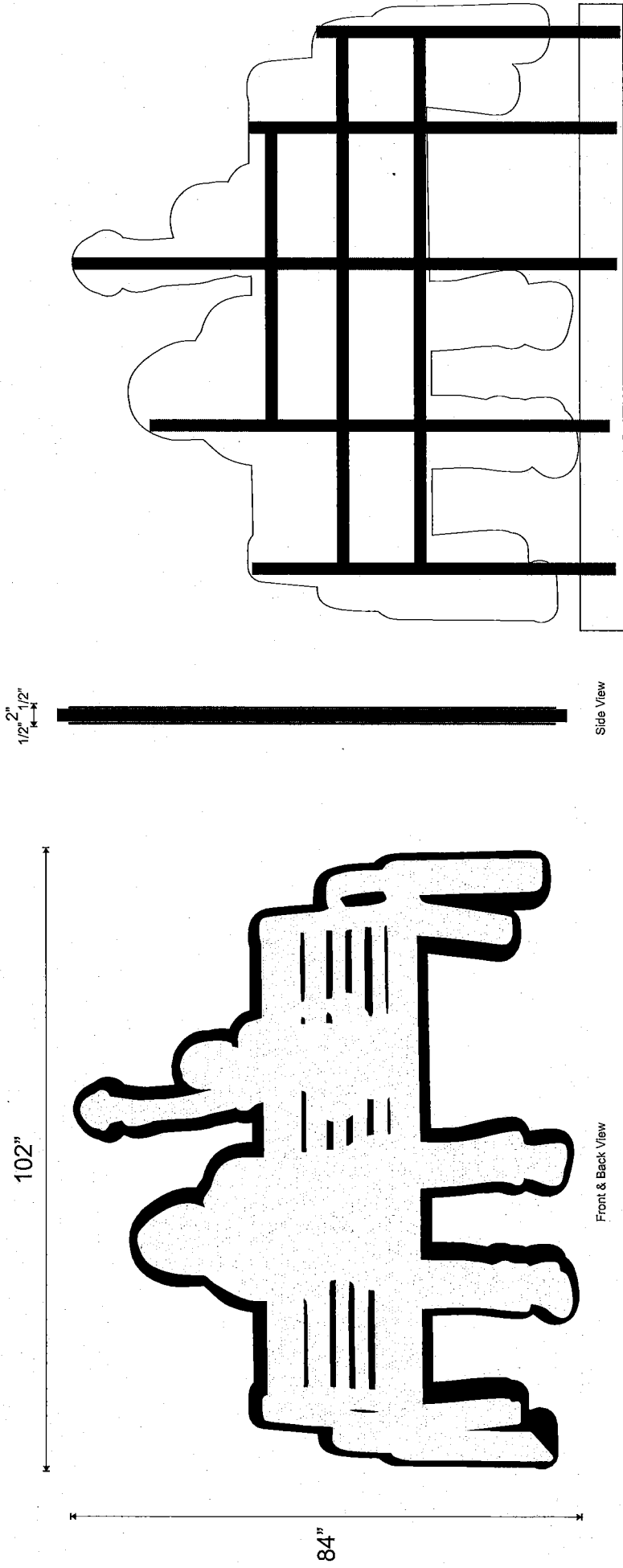
John: Good morning. Can you please price the 4 statues shown here? 3D and bronze. Budget number is OK for right now. A municipality is wanting to know the approximate cost. Thank you.

From: melissa@boromeiconstruction.com [mailto:melissa@boromeiconstruction.com]
Sent: Tuesday, December 10, 2019 5:14 PM
To: chrisrossi@boromeiconstruction.com
Subject: [FWD: FW: 18.22 CoC Gateway Entry - Statues]

| ----- Original Message -----

Price Installed \$7,493.00

RFQ 1900451 CO#1



☐ Flat Cut out mounted flush

☒ 2" x 2" Framing

☒ 2" Cabinet

☐ Concrete Pad by others



Legislation Text

File #: 20-138, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 25, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Provide authorization to appropriate FY 2021 Cocoa CRA funds for a potential Florida Inland Navigation District (FIND) grant for the reconstruction of the boat ramps at Lee Wenner Park, to dredge the waterfront and channel and to install channel markers.

BACKGROUND:

The 2020 Florida Inland Navigation District (FIND) grant guidelines were released in January for intercoastal waterway municipalities to apply for funding to support waterway related projects within the District. Grant applications are due on March 27, 2020 to FIND staff for review for compliance. Projects scoring the minimum number of points become eligible for funding. For those projects which are approved for funding by FIND, funds become available on October 1, 2020. The FIND Grant provides up to 50% funding assistance for the projects.

The first project is the reconstruction of the boat ramps at Lee Wenner Park. The boat ramps are in disrepair and the ramps require reconstruction. The project activity would include the demolition of the existing ramps and embankments and reconstructing the concrete boat ramp, reconstructing the embankments and stabilizing the existing launching docks. The approximate cost for this reconstruction effort is \$300,000. Staff is in the process of identifying specific costs for the application.

The second project will encompass a dredging in the waterfront and Indian River Channel and placing defined Channel Markers from the Indian River Channel to the boat ramps. The estimated costs associated with this project is \$300,000. Staff is in the process of identifying specific costs for the application.

The total cost for both projects is estimated at \$600,000. FIND will reimburse 50% of the costs at the successful completion of the project, approximately \$300,000. The City would submit two separate applications for construction of each project. Upon award, Staff will prepare an agenda to authorize approval to budget the award and match amount in the Fiscal Year 2021 Cocoa CRA budget.

CRA Staff respectfully requests the Board to provide direction to City Staff to utilize CRA funds in Fiscal Year 2021 upon award of the grant.

BUDGETARY IMPACT:

To be budgeted in FY 2021 after successful award of the grants.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Provide authorization to appropriate FY 2021 Cocoa CRA funds for a potential Florida Inland Navigation District (FIND) grant for the reconstruction of the boat ramps at Lee Wenner Park, to dredge the waterfront and channel and to install channel markers.

FY 2020

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8
FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS
10 THROUGH 13 OF THE APPLICATION CHECKLIST,
CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER
LISTED ON THE CHECKLIST.

**An electronic copy (pdf) may be emailed to JZimmerman@aicw.org.
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.**

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses – Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.



Legislation Text

File #: 20-132, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 19, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
CRA approval of an Amended and Restated Redevelopment Project Agreement for Lodging Decisions, Inc. (LDI) for the development of the vacant property located at 603 Brevard Ave.

BACKGROUND:

A Request for Proposals (RFP # P-18-12-COC) for 603 Brevard Avenue was issued on Monday, January 22, 2018. Only one proposal was received. The applicant Jack D. Brown and Lodging Decisions, Inc. of Chagrin Falls, Ohio proposed the building of a mixed-use development to include a hotel, retail, a restaurant and bar, meeting space and a parking garage with a provision for 100 public spaces. The proposal was reviewed and scored by each member of the Committee prior to the Selection Committee meeting. The committee members discussed the proposal at a Publicly Noticed Meeting on Wednesday, March 14, 2018.

The CRA approved the Staff Selection Committee's recommendation to accept the proposal and authorized staff and the Agency Counsel to secure necessary site development information and negotiate a development agreement with Jack D. Brown and Lodging Decisions, Inc. at the April 10, 2018 meeting. The Board also required the developer to hold a Cocoa Village stakeholder meeting to ensure community support for the project and proposed height increase.

The developer held a Public Stakeholder Meeting to present their proposal and receive public input about the project on May 7, 2018. The developer presented their proposal with appropriate graphics, including a scaled 3D rendering and site development plan. The allowed stakeholders to evaluate the impact of increasing the height in context and relationship to surrounding properties and those along Brevard Avenue in Cocoa Village.

Staff met with the developer to identify issues that need to be addressed in terms of compliance with existing Comprehensive Plan goals, policies and objectives and land development regulations of the Zoning Ordinance.

A public workshop was held at the Civic Center on October 3, 2018. The presentation and facilitated discussion by GAI Community Solutions yielded a recommended revision to the originally proposed zoning amendment.

At the October 24, 2018, Council Approved Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain

properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-District.

Staff met with Jack Brown of Lodging Decisions, Inc. on October 30, 2018. Staff indicated a timeframe to complete the Redevelopment Agreement between Cocoa CRA and Lodging Decisions, Inc. would be 90 days following the approval of the Zoning Amendment, or January 23, 2019. Staff provided expectations that the developer would provide a more detailed development program that would enable Staff and Legal Counsel to review and validate the Floor Area Ratio (FAR) and parking requirements.

At the January 23 2019 Cocoa CRA Board meeting the Cocoa CRA approved a Redevelopment Agreement with Lodging Decisions, Inc. pending a discussion of the final deliverables of the Agreement. On January 29th, 2019, CRA staff and City Staff met with Lodging Decisions, Inc. (LDI) regarding the hotel redevelopment site (603 Brevard Avenue). Mr. Jack Brown agreed to the deliverables presented at the January 29th meeting and, as Chairman/CEO of LDI, signed the Redevelopment Project Agreement dated March 15, 2019 (Agreement).

Following clarification on the initial performance obligation date based on the date the Agreement was executed by both parties, on May 23, 2019 the City Manager corresponded with Lodging Decisions and requested a status report by May 28th regarding the performance obligations. The CRA did not receive a status report from Lodging Decisions until June 19th when Lodging Decisions emailed Charlene Neuterman, Deputy Community Services Director, a series of emails and documents related to the performance obligations.

On July 10, 2019, The Cocoa CRA Board determined that the documents submitted by LDI in June 2019 were insufficient and voted to issue to Lodging Decisions a Notice of Default, allowing 30 days to cure said default. Thus, on July 15, the attached Notice of Default was sent to Jack Brown of Lodging Decisions, Inc., providing that LDI must cure the default by not later than August 19, 2019.

As of August 19, 2019, Staff found that the developer, Lodging Decisions, Inc., continued to be in default of the Redevelopment Project Agreement given that 1.) several of the submitted documents lack the commitments necessary, i.e. lack of hotel brand and financing commitments; and 2.) some submitted studies/analyses lacked some of the required details or analysis. However, it was clear that LDI has expended extensive effort in hiring qualified professionals and working with them in an effort to timely comply with the required deliverables. Thus, at the August 28 Cocoa CRA Special Meeting, it was decided to extend the deadline for deliverables an additional 90 days, through November 19, 2019.

The necessary items were not completed within the additional 90 days to cure the default and at the January 8, 2020 CRA meeting, Agency members granted an additional 60-day extension to cure the deficiencies. During that meeting, Agency members also indicated that the Agency Attorney and your Attorney must meet to discuss your request for an amendment to the Redevelopment Agreement. Because of the default the Developer had 60 additional days to cure the default or the CRA board could consider termination of the Redevelopment Agreement on a meeting held on or after March 8, 2020. CRA staff, the Agency Attorney and LDI met and developed the terms of a modified Redevelopment Agreement.

A draft of the Amended and Restated Redevelopment Project Agreement is attached to this item with

a detailed listing of deliverables and development schedule. As of the publication of this agenda item, the draft was still being reviewed by the developer and city manager. It is likely additional revisions will be made.

However, the current draft lays out a significantly amended schedule of deliverables based on the developer's request to obtain more concrete approvals (development agreement with City and approved Conceptual Development Plan) in order to submit an application for hotel brand approval and finance commitments and provide other deliverables like the market feasibility analysis.

Generally, the draft agreement sets forth a three (3) phase process under which the developer must meet certain benchmarks:

Phase I - Development Agreement with the City of Cocoa and Initial Approval of Conceptual Development Plan including the CRA Agency's decision regarding the Extra Floor of Parking.

Phase II - Hotel Brand Adjustments and Financing Commitments; Approval of Revisions to Conceptual Development Plan

Phase III - Future Permitting to Construct Hotel

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

CRA approval of an Amended and Restated Redevelopment Project Agreement for Lodging Decisions, Inc. (LDI) for the development of the vacant property located at 603 Brevard Ave.

Prepared by and return to:
Anthony A. Garganese, Agency Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802
(407) 425-9566

**CITY OF COCOA REDEVELOPMENT AGENCY
AMENDED AND RESTATED REDEVELOPMENT PROJECT AGREEMENT**

THIS REDEVELOPMENT PROJECT AGREEMENT (this "Agreement" or "Amendment") is entered into as of the ____ day of _____, 2020 (the "Effective Date"), by and between the **COCOA COMMUNITY REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et. seq., Florida Statutes, located in Brevard County, Florida (the "**Agency**"), and **LODGING DECISIONS, INC.**, an Ohio corporation, with an address of 9889 Bainbridge Road, Chagrin Falls, Ohio 44023 ("**Developer**").

STATEMENT OF PURPOSE

WHEREAS, the Agency is the owner of certain property with an address of 603 Brevard Avenue, Cocoa, Florida, located at the intersection of Brevard Avenue and Factory Street, being more particularly described on **Exhibit "A"**, attached hereto and incorporated by this reference, consisting of Tax Parcel IDs 24-36-33-75-*2 and 24-36-33-75-*3 (the "**Property**"); and

WHEREAS, the Agency acquired the Property for redevelopment purposes in accordance with the Florida Community Redevelopment Act of 1969 (the "**Act**"); and

WHEREAS, on January 22, 2018, the Agency issued a request for proposal (which was titled *Request for Proposals for the Purchase of Real Estate and Development of Real Property for 603 Brevard Avenue (also known as the former location of the City Hall), Cocoa, Florida*, (the "**RFP**")) soliciting proposals from interested parties to redevelop the Property; and

WHEREAS, Jack D. Brown and Lodging Decisions, Inc. responded to the RFP by submitting a proposal to the Agency titled "Proposal for Former Cocoa City Hall Redevelopment Site," (the "**Proposal**"); and

WHEREAS, the Proposal proposed that the Property be redeveloped as a mixed-use hotel project consisting of at least seven stories, which exceeded the height limitation of the Commercial Business District-Cocoa Village Overlay zoning district; and

WHEREAS, on April 10, 2018, the Agency at a duly held public meeting selected the Developer as the developer for purposes of commencing negotiations regarding an agreement for the redevelopment of the Property and noted the necessity to address zoning issues (text amendment) and to hold at least one public meeting regarding the size and impacts of the project; and

WHEREAS, based on those negotiations, the Agency and Developer desired that the Property be redeveloped into a mixed-use hotel project with commercial and/or office uses fronting Brevard Avenue, consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and in furtherance of the Agency's Community Redevelopment Plan and the Act; and

WHEREAS, after multiple public hearings and workshops, the City of Cocoa (hereinafter "City" or "City of Cocoa") adopted via Ordinance No. 06-2018 on October 24, 2018, a zoning text amendment to allow for Large Scale Commercial/Mixed-Use Buildings on the Property, among other properties, which effectively increased the allowed height on the Property, though such maximum height may only be achieved with approval of a Development Agreement with the City of Cocoa, after Cocoa City Council consideration of certain factors; and

WHEREAS, the Property is the subject of the previously executed Redevelopment Project Agreement, dated March 15, 2019, (the "Agreement"), which established a process by which the Property would be redeveloped by Developer as a mixed-use hotel project; and

WHEREAS, in the Agreement, the Agency established certain conditions precedent that had to be satisfied prior to the Agency's approval of the proposed conceptual plan for the mixed-use hotel with associated parking, along with a redevelopment schedule; and

WHEREAS, the Agency has granted multiple extensions and has found the Developer to be in default of the Agreement, having not met the deadlines of the redevelopment schedule; and

WHEREAS, upon further negotiation with Developer, the Agency desires to modify the conditions precedent to conceptual development plan approval and amend the redevelopment schedule to facilitate the Project, which must also receive concurrent approvals from the selected hotel brand; and

WHEREAS, the Agency and the Developer desire that the Property be expeditiously redeveloped for the betterment of the Redevelopment Area in strict accordance with the development schedule and time periods required by this Amended and Restated Redevelopment Project Agreement; and

WHEREAS, in furtherance of this desire, the Agency herein establishes the conditions precedent that must be satisfied prior to the Agency's approval of the proposed conceptual plan and further establishes the revised redevelopment schedule and method of conveyance of the Property for purposes of redevelopment as provided herein; and

WHEREAS, both parties acknowledge and agree that the previously executed Redevelopment Project Agreement is rescinded in its entirety and replaced as restated and amended herein; and

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference.

2. **Project Description.** The Agency intends that the Property will serve as a catalyst development to reduce slum and blight and economically revitalize the Agency Redevelopment Area in furtherance of the Community Redevelopment Plan. In accordance with the process established below, the Developer will redevelop the Property, at its expense, into a mixed-use hotel project with commercial and/or office uses fronting Brevard Avenue and a parking garage (the "**Project**"). The Project, at a minimum, shall consist of at least 100 hotel rooms and no more than 112 hotel rooms with ancillary meeting space, retail stores, office space, restaurant and lounge, pool, and a roof top bar and lounge. The minimum development program shall consist of 77,784 square feet and a maximum of 86,201 square feet.

3. **PHASE I: Development Agreement with City of Cocoa and Initial Approval of Conceptual Development Plan.**

A. **Development Agreement with City of Cocoa.** The primary objective of the first phase in the development and preparation of the Project is for the Developer to obtain a Development Agreement with the City of Cocoa and to obtain initial approval of a Conceptual Development Plan from the Agency. Developer shall apply for a Development Agreement with the City to achieve an increase in allowed building height from five (5) stories to eight (8) stories. Pursuant to Ordinance No. 06-2018, a Development Agreement with the City of Cocoa is required to construct a Large Scale Commercial/Mixed-Use Building on the Property, as described in the Zoning Ordinance of the City of Cocoa, Appendix A, Article XI, Sec. 22(I). The City Council may authorize execution of a Development Agreement to achieve up to eight (8) stories in building height, after consideration of certain factors, including the economic and social benefits to the City and Agency, aesthetic quality and character, architectural design, physical and visual scale, and compatibility with the special and distinctive character of the Cocoa Village. Accordingly, in order to satisfy the Development Agreement criteria in Appendix A, Article XI, Sec. 22(I), the Developer shall be required to demonstrate that the Property is sufficiently sized and suitable for the Project and that the Project will have a catalytic economic impact on the Cocoa Village. Subparagraph 3.C herein is intended to identify the minimum necessary studies and information that should be submitted with the Development Agreement application to demonstrate compliance with the Development Agreement criteria, but the parties agree that the City Council may require additional information in its discretion. In addition to establishing allowed building height, the City Council may also approve a Conceptual Development Plan through the Development Agreement, conditioned upon Agency approval, which shall further guide the development of the Property. Upon execution of a Development Agreement with the City and Agency approval of the Conceptual Development Plan, the Developer shall have written confirmation of City and Agency approval of the Project design and further have initially demonstrated that the Property is sufficiently sized and

suitable for the Project. The execution of the Development Agreement and approval of the Conceptual Development Plan shall not be construed as binding the Agency to convey the Property to Developer, but merely constitutes initial approval of the Project design subject to other future conditions imposed by the City or Agency and assurances of the Developer.

B. Agency Decision on Extra Floor of Parking. The Developer has provided the Agency with the option, in its sole discretion, to require the Developer to build one additional floor of public parking in the parking garage serving the Project at the Agency's expense. The Agency and Developer agree that the Agency must make this decision, which would directly impact the preparation of the Conceptual Development Plan, prior to the City and Agency's consideration of the Development Agreement and Conceptual Development Plan. However, both the Agency and Developer recognize that the extra floor of public parking may or may not be feasible, given the existing requirements to include sufficient parking spaces to serve the Project, 100 public parking spaces pursuant to the RFP, and utility and site constraints. Therefore, the Developer must, in the course of preparing its Development Agreement Application Submittals as defined in Paragraph 3.C below, conduct a feasibility analysis to determine whether the additional floor of public parking may be included in the Project. The feasibility analysis shall consist of the Developer providing an explanation by its Project engineer, with supporting appropriate documentation, regarding whether the additional floor of public parking is possible to be included in the Project. If the Developer's Project engineer determines the additional floor is possible, the feasibility analysis must also be accompanied by an estimate of the cost to build one additional floor of public parking in the Project's attached parking garage. The estimate must provide the incremental cost for the additional floor of parking, without including costs for the structure which the Developer would otherwise bear absent the additional floor. This feasibility analysis must be conducted and submitted to the Agency no later than three (3) months following execution of this Amendment. If the Developer's Project engineer concludes the additional floor of public parking may be included in the Project, the Agency shall make a final decision on the issue of the additional floor at its next regularly or specially scheduled public meeting. If the additional floor of public parking is built at the Agency's expense, the additional floor of public parking shall be subject to a written, perpetual covenant in favor of the City of Cocoa, reserving the public parking spaces for the benefit of and use by the public in perpetuity and without charge or fee unless the City imposes such charge or fee for municipal purposes.

C. Development Agreement Application Submittals. The following studies and information shall be intended as the minimum application submittals for the Development Agreement described in Paragraph 3.A:

(1) Site Development Suitability Analysis. Analysis of the Property's suitability for the Project must be provided, analyzing the following elements:

i. Utilities and Stormwater Analysis. A utilities and stormwater engineering assessment is needed to determine if existing utility pipes and infrastructure can adequately handle the anticipated estimated flows (including consumption and fire flow), sewerage, and stormwater runoff for the Project. The assessment must further demonstrate

how stormwater runoff will be retained on- or off-site and, if underground vaults will be used, identification of any existing utility pipes and infrastructure that must be relocated.

ii. Floor Area Ratio (FAR) Analysis. The Developer shall identify the proposed minimum and maximum square footage of each use in the mixed-use Project, including retail, office, restaurant, banquet/bar, and hotel. The maximum square footage for the Project may not exceed the 2.0 FAR established for the Property in the City of Cocoa's Comprehensive Plan. The Agency will determine, in its sole discretion, whether the square footage proposed for each individual use will serve the Agency goals of economic revitalization and elimination of slum and blight. As part of the FAR Analysis, the Developer must provide the following proof, survey, analysis and documentation:

a. The total size of the property upon which the Project shall be built directly determines the maximum square footage of the Project, given the 2.0 FAR. Accordingly, the Developer must provide proof of ownership of or written, binding contractual options to purchase any additional parcels that it intends to combine with the Property to form the total development area.

b. The Developer must provide a survey of the area along the south side of Factory Street and east side of John Garren Lane proposed to be vacated.

c. The Developer shall prepare a Traffic Impact Analysis, determining the impact of vacating the east side of John Garren Lane to transform it into a one-way street. The Traffic Impact Analysis must provide professional recommendations regarding the best way to configure traffic direction and control within the Cocoa Village area following the proposed street vacations.

d. The Developer must obtain from the City of Cocoa City Manager or his designee a written confirmation of the feasibility of vacating the specific areas identified in the survey and the City's intent to recommend vacation of the rights-of-way to the City Council. The Developer shall cooperate and provide all necessary assistance to the City of Cocoa when the City investigates the feasibility of the proposed vacation with all relevant utility providers.

iii. Parking Analysis. The Developer shall provide the required number of parking spaces for all uses of the Project, consistent with the off-street parking requirements of the City Code, and shall further provide an additional 100 public parking spaces as required by the RFP. The additional 100 public parking spaces shall be subject to a written, perpetual covenant in favor of the City of Cocoa, reserving the parking spaces for benefit of and use by the public in perpetuity and without charge or fee unless the City imposes such charge or fee for municipal purposes. The Developer shall submit a detailed parking plan, indicating specifically where all spaces are to be located, whether on- or off-site. Except as provided in this subparagraph, only net increases in on-street parking shall count toward the required number of spaces; the Developer shall not be given credit for

existing on-street spaces. The Developer may count existing on-street parking spaces toward the 100 required public parking spaces provided that such existing spaces are upgraded to include a stormwater pave drain system similar to that already installed on Florida Avenue and Rosa L. Jones Drive.

(2) Economic Impact Analysis. An Economic and Fiscal Impact Analysis shall be submitted. The report shall be prepared by a duly qualified expert that details the associated economic and fiscal impacts of any proposed Project on the City. Although the City recognizes that the Project may have a regional economic and fiscal impact as well, said report shall predominantly address the economic and fiscal impacts on the Cocoa Village and the City of Cocoa, as its own economic system. The economic impact analysis portion of the report shall address the impacts of the Project on jobs, economic output, and wages. The fiscal impact analysis portion shall pertain to the net fiscal impact of the Project over a period of years which is the sum of those revenues (such as ad valorem taxes, public service taxes, sales taxes, and charges for service) directly received by the City minus the sum of expenditures incurred by the City (such as general government expenses, law enforcement, roads, and parks and recreation).

(3) Eco-Friendly. Developer shall provide to the Agency a plan to incorporate into the Project processes and technology that are environmentally responsible, resource-efficient and sustainable throughout the Project's life-cycle, including whether the Developer will endeavor to have the proposed building LEED certified. At minimum, the Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, and energy efficient HVAC systems.

(4) Conceptual Development Plan. The Developer shall prepare a Conceptual Development Plan, including a complete set of proposed interior and exterior architectural renderings and building elevations of the Project and a preliminary site plan based on the Site Development and Suitability Analysis. Said renderings and elevations shall contain significant and realistic preliminary detail, be in color, be drawn to scale and shall reflect proposed color and design schemes for the Project. In addition, the Conceptual Development Plan must include scaled renderings of the Project in the context of the surrounding buildings and utilities. For example, the renderings should demonstrate how the Project will be viewed in comparison to the AT&T tower site and adjacent buildings for height comparison purposes.

D. Timeline for Development Agreement and Initial Approval of Conceptual Development Plan; Effect of Approval. The Development Agreement application submittals as described in Paragraph 3.C., including the Site Development Suitability Analysis (with the Utilities and Stormwater Analysis, FAR Analysis with determination of the total project site and right-of-way vacation confirmation, and Parking Analysis), Economic Impact Analysis, Eco-Friendly Plan and Conceptual Development Plan (collectively, the **"Development Agreement Application**

Submittals”), shall be completed and submitted to the City within four (4) months of execution of this Amendment. Upon receipt of a complete Development Agreement application, the application will be scheduled for a public hearing before the Planning and Zoning Board and City Council on the Development Agreement. If the City Council approves the Development Agreement, the Agency shall, at a public meeting, consider the Development Agreement and the Conceptual Development Plan. The Agency shall either grant approval of the initial Conceptual Development Plan and Development Agreement, request additional information and extend applicable timelines, or decline to approve the Project and Conceptual Development Plan and Development Agreement. The City and Agency’s approval of the Development Agreement and Conceptual Development Plan shall be considered an express condition precedent to the Developer’s and Agency’s responsibility to perform the remaining obligations of this Agreement. Should the City or Agency decline to approve the Development Agreement and Conceptual Development Plan in Phase I, the Developer shall have no further right or obligation to develop the Property, this Agreement shall terminate, and each party shall bear their own costs and expenses incurred since receipt of the Proposal.

4. **PHASE II: Hotel Brand Adjustments and Financing; Approval of Revisions to Conceptual Development Plan.**

Upon Agency approval of the Project’s Conceptual Development Plan and Development Agreement, the Developer shall have demonstrated initial suitability of the Property for the Project and obtained initial City and Agency approval of the Project design. With the Development Agreement and Conceptual Development Plan in hand, the Developer will be able to pursue and obtain further approval of the Project from the desired national hotel brand. The chosen national hotel brand is anticipated to request or require further revisions and adjustments to the Development Agreement and Conceptual Development Plan to ensure consistency with its corporate development standards. Therefore, the Developer acknowledges and agrees that the City and the Agency must consider and either accept or deny the proposed adjustments, as they may change fundamental elements of the Project, including the architectural design, square footage of internal spaces, or floor plan. In addition, the City and Agency must approve the national hotel brand itself. Nothing herein shall be construed or interpreted as requiring the City or Agency to approve any proposed adjustments or the Developer’s chosen national hotel brand. Accordingly, the primary objective of the second phase in the development and preparation of the Project is for the Developer to obtain and present for approval to the City and Agency: (A) any revisions to the Conceptual Development Plan deemed necessary by the chosen national hotel brand; (B) the national hotel brand’s written approval of the Project; (C) written evidence of a binding project financing commitment; and (D) a market feasibility study, as further specified herein.

A. **Hotel Brand Approval; Financing.** After Phase I, the Developer shall proceed with obtaining the necessary national hotel brand approval and construction financing for the Project. Specifically, the Developer shall provide the Agency with the following:

(1) Hotel Brand. Written approval to utilize the selected hotel brand for the Project from the relevant corporate entity, which shall be a Hilton Garden Inn or similar upscale national brand.

(2) Market Feasibility Study. During the process of obtaining the national hotel brand approval, the Developer shall either complete or have the hotel brand complete a market feasibility study for the Project, demonstrating that the market will support and sustain the Project.

(3) Evidence of Project Financing. Adequate written evidence of Project financing shall be submitted from a lending institution, private lender or equity group indicating that the Project has been fully financed, or will be fully financed, to commence and complete construction in accordance with the terms and conditions of this Agreement. Such proof shall be in the form of a binding loan commitment consistent with commercial lending practices and standards and shall also include any documentation and proof of any personal or business guarantees or collateral to be used to obtain the financing commitment.

(4) Hotel Revisions to the Conceptual Development Plan. During the course of obtaining national hotel brand approval, it is anticipated that some adjustments may be required to the Conceptual Development Plan by the national hotel brand, including to the architectural design elements of the Project to conform to corporate brand specifications. If adjustments are required by the hotel brand, these adjustments must be enumerated and presented in a proposed, revised Conceptual Development Plan to the Agency and City Council, if necessary.

B. Agency Consideration of Hotel Brand, Market Feasibility, Revisions to the Conceptual Development Plan and Project Financing; Timeline for Consideration.

(1) Purpose of Agency and City Phase II Consideration. The Developer acknowledges and agrees that because the Agency acquired the Property for purposes of economic development and revitalization, the Agency must be afforded a final opportunity to review the Developer's selection of the national hotel brand and that brand's written approval of the Project; the Market Feasibility Study; Evidence of Project Financing; and, if necessary, the revisions to the Conceptual Development Plan (collectively, the "**Hotel Approvals**"), prior to committing to convey the Property to Developer. In addition, because the Development Agreement Application Submittals may have been adjusted to accommodate the national hotel brand's corporate development standards, the City must be afforded another opportunity to review the adjustments, if necessary, where a height increase was premised upon such Submittals.

(2) Timing of Agency and City Phase II Consideration. The Developer shall obtain the Hotel Approvals, which must be either approved or denied by the Agency and, if necessary, the City within twelve (12) months of execution of this Amendment.

(3) Effect of Agency and City Phase II Consideration. Upon receipt of the Hotel Approvals, the Agency and, if necessary, the City shall each consider such Hotel Approvals and either grant approval of the mixed-use hotel Project, request additional information and extend the timeline for completion of the Hotel Approvals, or decline to approve the Project. The Developer shall be required to obtain this final Agency approval of the Project and, if necessary, City Council approval of the Project, prior to the remaining performance obligations of the Agency and the Developer set forth in this Agreement becoming effective. The Agency's Phase II approval of the Project shall be considered an express condition precedent to the Developer's and the Agency's responsibilities to perform the remaining obligations as provided herein, including conveyance of the Property. Should the Agency or the City decline to approve the Project, the Developer shall have no further right or obligation to develop the Property, this Agreement shall terminate, and each party shall bear their own costs and expenses incurred since receipt of the Proposal.

(4) Revised Conceptual Development Plan. If the City and Agency approve revisions to the Conceptual Development Plan arising from the national hotel brand's demands, the revisions shall be incorporated therein and shall thereafter be considered part of the Conceptual Development Plan. References in this Agreement to the "Conceptual Development Plan" following City and Agency approval of hotel brand revisions to such Plan shall be inclusive of the revisions.

(5) Developer's Obligation following Agency and City Phase II Approval. If the Agency and, if necessary, the City approve the Phase II Hotel Approvals, the Developer represents and warrants to the Agency that it shall expeditiously redevelop the Property thereafter, at its expense, consistent with the Conceptual Development Plan, which shall become automatically fully incorporated herein as if it were presently attached hereto. The Conceptual Development Plan shall be subject to final engineering, site plan approval, site development permit, and/or a unity of title agreement by the City of Cocoa or a subdivision to the extent that portions of additional parcels may be added to the total Project area. The Conceptual Development Plan may be subject to reasonable adjustments by the City of Cocoa in order to bring the project into compliance with the City Code of Cocoa (the "**City Code**"), but the Project shall be developed consistent with and in substantial conformance to the Conceptual Development Plan. In addition, development of the Project shall be consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and in compliance with the Agency's Community Redevelopment Plan, the City Code, and the Act. The Conceptual Development Plan is intended to be the general blueprint which depicts key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting.

5. **Phase III: Future Permitting.** For purposes of the future permitting and construction timelines herein, the last date upon which the Agency and, if necessary, the City, have both approved the Hotel Approvals shall be referred to as the "**Phase III Commencement Date.**" Within three (3) months from the Phase III Commencement Date, the Developer, at its expense, shall prepare and file

all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan approval for the Project, consistent with the Conceptual Development Plan and to obtain final approval for all off-site parking improvements required and represented in the Conceptual Development Plan and/or Parking Analysis. The Developer shall diligently pursue and obtain, in good faith, final approval of the site plan and off-site parking improvements within five (5) months of the approval of the Phase III Commencement Date. If the Developer fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid five (5) months, the Agency shall have the right to declare the Developer in default pursuant to Paragraph 11 of this Agreement. If the Developer does not cure the default within the cure period, the Agency shall have the right, but not obligation to, terminate this Agreement without penalty.

In addition, should a replat or unity of title agreement be necessary to combine or split the Property or other parcels that may be added to the total development area reflected in the Conceptual Development Plan and the site plan application, the Developer shall, at its expense, prepare and file such necessary replat or unity of title applications and all required information and engineering plans with the City of Cocoa in conjunction with submittal of the final site plan. The Developer shall obtain final site plan approval and approval of the necessary replat or unity of title applications contingent upon closing on the other parcels and the Property. The Agency's conveyance of the Property as provided in Paragraph 8 herein shall be contingent upon the Developer first closing on any other required real property conveyances necessary to effectuate the final site plan approved by the City and to finalize the replat or unity of title for recording in the Official Records of Brevard County. The replat or unity of title shall be recorded simultaneously with the Agency's conveyance of the Property required by Paragraph 8; at that point, the Project shall be ready for construction and development by the Developer.

6. **Construction/Development Schedule.** The Project shall be permitted and constructed by the Developer in strict accordance with the following construction/development schedule:

A. **Infrastructure and Off-Site Improvement Development.** Within eight (8) months of the Phase III Commencement Date, the Developer shall substantially commence construction of all utility improvements for potable water, reuse, sewage, stormwater, electrical and other utility services required by the City for the Project. In addition, in conjunction with the utility improvements, the Developer shall also substantially commence construction of the off-site parking improvements. The utility improvements and off-site parking improvements shall be constructed at Developer's expense. Further, all utility and off-site parking shall comply with applicable local and state regulations and the City Code. If the Developer fails to substantially commence construction (defined as the utility infrastructure and off-site parking improvements actually being constructed and installed on or for the benefit of the Property pursuant to applicable City building permits beyond excavation) within said time period, the Agency shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Paragraph 11 in the event the Developer fails to substantially commence such construction during said period, and the Agency may exercise its security option for payment of the Purchase Price pursuant to Paragraph 7 of this Agreement.

B. **Mixed-Use Hotel.** Within twelve (12) months of the Phase III Commencement Date, the Developer shall substantially commence vertical construction (defined as the hotel building and attached parking garage and vertical structural elements thereof being constructed on the Property pursuant to applicable City building permits beyond foundation footings, pilings and slabs, utility infrastructure, and outside improvements such as streetscape and landscaping). The Developer shall obtain a final certificate of occupancy issued by the City for the Project within twenty-four (24) months of the Phase III Commencement Date. If the Developer fails to substantially commence vertical construction of, or obtain a final certificate of occupancy for, the mixed-use hotel within said time periods, the Agency shall have the right to declare the Developer in default pursuant to Paragraph 11 of this Agreement. If the Developer does not cure the default within the cure period, the Agency shall have the right to terminate this Agreement and exercise its security option for payment of the Purchase Price pursuant to Paragraph 7 of this Agreement.

C. **Other Permits.** The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, a site development permit, a building permit, and environmental permit approvals which are required in order to allow the Developer to satisfy the construction/development schedule and other terms and conditions of this Agreement.

D. **Schedule of Major Performance Obligations.** A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit "B"** (the "**Schedule of Major Performance Obligations**"). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

7. **Purchase Price of Property; Agency Security.**

A. **Purchase Price – Valuation.** The Agency and the Developer agree that the purchase price of the Property shall be either seven hundred and sixty thousand dollars (\$760,000.00), the market value of the Property at the Effective Date of this Agreement, or the appraised value of the Property prior to its conveyance, whichever is greater (the "**Purchase Price**").

B. **Conditional Contribution of Property to Project.** The Agency agrees to contribute the Property to the Project, at no cost to the Developer, under the condition that the Developer completes construction of the mixed-use hotel Project, specifically including the one-hundred required public parking spaces.

C. **Securitization of the Agency's Public Interest in the Redevelopment of the Property.** The Developer agrees that in consideration of the Agency's real property contribution to the Project, the Agency has an overriding and legitimate public interest in ensuring that the Property be redeveloped in accordance with the terms and conditions of this Agreement. Therefore,

the Developer agrees to provide the Agency assurances that it will fulfill its commitment to develop the Property once the Agency conveys any portion thereof to the Developer by providing the Agency with financial security equal to the Purchase Price. The Purchase Price security will be tied to the Developer's development of the Project in accordance with the terms and conditions of this Paragraph 5.

D. **Letter of Credit Security.** At the time the Agency conveys the Property to the Developer, the Developer, at its expense, shall secure the Purchase Price by providing the Agency with an irrevocable stand-by letter of credit in the amount of the Purchase Price. The letter of credit shall be in favor of the Agency and shall be issued by a bank mutually agreed to by the parties and shall be in a form acceptable to the Agency to effectuate the purpose of this Agreement. The letter of credit shall be subject to being drawn upon by the Agency in the event that the Developer fails to complete timely construction of the Project in accordance with the Schedule of Major Performance Obligations. Upon failure to complete timely construction of the Project and expiration of any cure periods, the Developer agrees to pay the Agency the Purchase Price. Said payment shall be made within five (5) days of the demand by the Agency, but in no case beyond the term of the letter of credit. If the Developer fails to make such payment, the Agency shall have the right to immediately draw upon the letter of credit by presenting it to the bank for payment of the amount due the Agency. Upon payment of the Purchase Price by the Developer or the bank issuing the Letter of Credit, this Agreement shall be considered terminated. The letter of credit shall remain in effect until such time either the Developer timely completes construction and obtains final certificate of occupancies for the Project or the Agency receives payment of the Purchase Price from the Developer, whichever occurs sooner.

8. **Conveyance of Property; Closing Terms.** No sooner than the date that the Developer obtains final site plan approval for the Project from the City, the Developer may request that the Agency convey the Property. Conveyance shall be required before the Developer commences any construction on the Project and shall occur under the following conditions:

A. **Notice.** The Developer shall provide the Agency a written notice requesting conveyance of the Property (the "**Conveyance Notice**").

B. **Financing and Construction Commitments.** As a condition precedent to the Agency's obligation to convey the Property, or any portion thereof, as required by this Paragraph 8, the Developer shall provide and deliver to the Agency the following prior to closing:

(1) **Financing.** Written proof of a binding financing commitment to construct the Project from a lending institution, private lender or equity group indicating that the Project has been financed to commence and complete construction in accordance with the terms and conditions of this Agreement. Such proof shall also include any documentation of proof of pre-leasing associated with the financing secured as referenced above and of any personal or business guarantees or collateral to be used to obtain the financing commitment.

(2) **Performance Bonds.** Written proof of a performance bond or other surety by the Project's general contractor for the completion of the construction of the applicable portion of the

Project, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction. Further, to the extent that the general contractor will be making public improvements on the Property (the public parking portion of the parking garage), proof of a performance bond or other surety by the general contractor listing the Agency and/or the City as an obligee/beneficiary, as their interests may appear, securing the completion of the construction of the public improvements shall be required. Such bond or other surety shall be in a form acceptable to the Agency and/or City as their interests may appear.

C. **Closing Terms.** The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property by the Agency to the Developer shall be sixty (60) days from the applicable Conveyance Notice unless the Developer fails to satisfy the condition precedents set forth in this Paragraph 8. If the Developer fails to satisfy the condition precedents within said sixty (60) day time period, the Agency shall have the right to declare the Developer in default pursuant to Paragraph 11 of this Agreement. If the Developer does not cure said default within the cure period, the Agency shall have the option to terminate the conveyance and/or this Agreement without penalty. The Agency shall convey the Property to the Developer at no cost pursuant to a special warranty deed subject only to the Purchase Price security provided by the Developer pursuant to Paragraph 8 of this Agreement. Said deed shall set forth the development covenants required by Paragraph 10 of this Agreement which shall be binding upon the Property. Documentary stamps on the special warranty deed shall be the expense of the Developer. The Developer shall pay for the cost of recording curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

(2) Except as otherwise provided for herein, the Developer shall accept the Property in "as-is" condition subject to the development covenants required by Paragraph 10 of this Agreement. The Agency shall not be liable to the Developer for any condition of the Property.

(3) The Developer shall obtain at the Developer's expense within fifteen (15) days from the Notice Date, a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") acceptable to the Developer, agreeing to insure title to the Property in an amount equal to the Purchase Price, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The Developer shall provide the Agency a copy of the title commitment upon receipt of same. The Agency shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide the Developer standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the Developer's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Agency to the moment of recording the special warranty deed and subject only to the Permitted Exceptions and any matters created at closing.

(4) If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable, Agency, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the Developer within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the Developer. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the Agency fails to have the commitment exceptions removed or the defects cured within the specified time, the Developer may terminate this Agreement or the Developer may elect, upon notice to the Agency within ten (10) days after the expiration of the ninety (90) day curative period, to take title as it then is notwithstanding such exceptions or title defects.

(5) Notwithstanding anything herein contained to the contrary, the Agency shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the Property.

(6) The Developer shall take title subject to zoning, restrictions and prohibitions imposed by governmental authority which would not inhibit, restrict or prohibit redevelopment of the Property consistent with the Conceptual Development Plan. No other restrictions and/or easements shall affect the title except for the development covenants required by Paragraph 8 of this Agreement.

9. **Agency Obligations.** In consideration of the Developer undertaking the Project, and provided the Developer shall not be in default of this Agreement, the Agency shall undertake the actions set forth in this Paragraph. Unless otherwise provided below, the Agency shall undertake such actions at its sole cost.

A. **Application authorization; Interim Property Maintenance/Use.** The Agency, as owner of the Property during the permitting process, shall authorize the Developer to file and pursue any pre-construction application for development orders or permits associated with redevelopment of the Property consistent with the Conceptual Development Plans and this Agreement, including, but not limited to, applications for final site plan approval and stormwater permits. The Agency shall maintain the Property in its current condition less reasonable wear and tear during the term of this Agreement prior to conveyance of the Property. However, this Agreement shall not be construed to prohibit the Agency from using the Property, or any portion thereof, for any temporary government purpose deemed necessary by the Agency so long as said use will not prohibit or prevent the redevelopment of the Property in accordance with the Conceptual Development Plans and this Agreement.

B. **Vacation of Right-of-Way.** At such time the Developer files all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan approval for the Project consistent with the Conceptual Development Plan, the Agency shall apply to the City for vacation of the right-of-way area of existing diagonal parking along Factory Street and area of existing parallel parking on John Garren Lane immediately abutting the Property, in accordance with the survey initially required by the Agency prior to approval of the Conceptual Development Plan. The Agency shall request that the vacation of the right-of-way have a

conditional effective date of no sooner than date the Developer commences construction under Paragraph 6 herein. The Agency shall complete the approval process for the right-of-way vacation in conjunction with the City's consideration and final approval of the aforementioned applications and subject to the conditional effective date. If the Agency delays pursuing, or the City delays taking final action, on the right-of-way vacation beyond the date that the City grants final approval of the aforementioned applications, the time period for the Developer to perform under this Agreement shall be tolled by the amount of time equal to the delay until such time the City takes final action on the right-of-way vacation. Furthermore, if the vacation of right-of-way is not approved by the City in conjunction with or prior to the City granting final approval on the Developer's application for site plan approval, the Developer shall have the option of either: (i) terminating this Agreement by providing written notice to the Agency within ten (10) days of the City's decision not to vacate the right-of-way, or (ii) redesigning the Project without incorporation of the right-of-way and filing all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan approval for the redesigned Project within six (6) months of the City's decision not to vacate the right-of-way. The aforesaid filing shall be treated in the same manner as the original filing pursuant to Paragraph 3 of this Agreement and shall reset the development order approval time periods and construction/development schedule stated herein for purposes of requiring the Developer to expeditiously complete the Project. Notwithstanding the provisions set forth in this subsection, this subsection shall not prohibit or limit the Agency's or City's discretion to pursue the vacation of the aforementioned rights-of-way at any time of the Agency's or City's choosing.

D. Conveyance of the Property. The Agency shall convey to the Developer the Property in accordance with the terms and conditions of this Agreement.

E. Conditional Payment for Additional Floor of Public Parking. Should the Agency opt to require the Developer to build an additional floor of public parking in the Project's attached parking garage, the Agency shall pay, no sooner that the Developer obtaining a final certificate of occupancy for the Project and the City receiving an easement agreement or public dedication of the additional floor of public parking and ingress and egress, the estimated amount submitted to the Agency prior to Agency approval of the Conceptual Development Plan. This estimated amount shall constitute full and final payment for the additional floor of parking, and the Agency shall not be responsible for any cost overruns that are the result of unforeseen and unbudgeted conditions or events of force majeure. Prior to any payment, the Agency shall require the Developer to furnish release of all liens from any unpaid work, labor, or materials with respect to the Developer's, its contractor's, or its subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed.

10. **Development Covenants.** The following development covenants in favor of the Agency and the City of Cocoa shall be set forth in the special warranty deed conveying any portion of the Property from the Agency to the Developer:

A. The Property shall be maintained and used as a mixed-use hotel and commercial development consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and that the owner of the Property shall be obligated to devote the Property to the uses

specified in the Agency's Community Redevelopment Plan, as may be amended from time to time. The use of the Property shall not be permitted to be converted to efficiency or one-bedroom multi-family or condominium dwelling units without the written approval of the Agency and City.

B. The Property shall be subject to a final development order issued by the City of Cocoa for the Project including, but not limited to, any development agreement that is entered into between the Developer and the City of Cocoa.

C. The covenants shall provide that the Developer is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the Agency until such time that the Developer has completed the construction of any or all improvements which the Developer has obligated itself to complete pursuant to this Agreement.

D. Except for the first mortgage required by the Developer's primary lender on the Project, the Developer shall not encumber the Property with any other mortgage, lien, or other encumbrance without the prior written consent of the Agency until such time the City issues a final certificate of occupancy for the Project on the Property.

E. The covenants shall run with the land and be binding upon any subsequent owners of the Property. Further, the covenants shall provide that the Agency and/or the City of Cocoa shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the Agency and/or the City of Cocoa by law. Such remedies shall include the Agency's and City of Cocoa's right to seek reimbursement for reasonable attorney's fees and costs incurred by the Agency and/or the City of Cocoa to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

In addition, prior to the final certificate of occupancy being issued by the City, the Agency shall present to the Developer an easement agreement or public dedication in a form approved by the City Attorney to provide for perpetual public access and maintenance, including ingress and egress through the parking garage, to the public parking spaces therein required by the Conceptual Development Plan. Developer shall be responsible for the structural maintenance of the parking garage including all public and private parking spaces. Further, Developer shall also be responsible for routine maintenance and cleaning of the parking spaces in conjunction with and in the same manner as the non-public parking spaces in the parking garage, subject to the City's right to provide public signage and additional maintenance to the public parking spaces if deemed necessary by the City. This easement agreement or public dedication may also include an additional floor of public parking if the Agency has opted to require the Developer to construct such additional floor. Such agreement shall require the public spaces to be identified and reserved as public.

11. **Default.**

A. **The Developer's Default.** In the event that the Developer shall fail to satisfy any of its obligations set forth in this Agreement, the Agency shall provide the Developer written notice of such default. The Developer shall then have thirty (30) days from receipt of such notice to cure such default. If the Developer shall fail to cure such default within the thirty (30) day time period, then the

Agency may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law including, but not limited to, exercising any applicable rights and remedies expressly set forth in this Agreement such as (i) terminating this Agreement in its entirety; (ii) exercising the security obligations pursuant to Paragraph 7; or (iii) terminating the Agency's obligation to convey the Property. Upon termination of the Agreement or specific Agency obligation, as the case may be under the terms and conditions of this Agreement, the Developer and the Agency will no longer have any obligations or rights regarding the Agreement or specific Agency obligation terminated hereunder.

B. Agency Default. Except as otherwise provided herein, in the event that the Agency shall fail to satisfy the obligations under this Agreement, the Developer shall provide the Agency written notice of such default. The Agency shall have thirty (30) days from receipt of such notice to cure such default. If the Agency shall fail to cure such default within the thirty (30) day time period, then the Developer may, in its sole discretion, terminate this Agreement. However, in the event that the Agency shall fail to convey the Property as set forth in Paragraph 8 of this Agreement, and the Developer shall not otherwise be in default of this Agreement, then the Developer shall provide the Agency written notice of such default. The Agency shall have thirty (30) days from receipt of such notice to cure said default. If the Agency shall fail to cure such default within the thirty (30) day time period, then the Developer's sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) related to the Property which were incurred subsequent to the Agency's approval of the Conceptual Development Plan and prior to the Agency's failure to convey the Property. The Agency shall reimburse the Developer within sixty (60) days of written termination of this Agreement. At time of payment, the Developer shall deliver to the Agency all original plans, reports, permits, and other documents provided to the Developer by any company, consultant, or agency related to the Agency's reimbursement payment required under this subparagraph.

C. Force Majeure. The foregoing notwithstanding, neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Acts of God, court imposed order, wars, insurrections, acts of terrorism, and/or any other public emergencies beyond the reasonable control of the party whose performance is effected.

D. Administrative Extension. Upon good cause shown, the City Manager may grant an extension of up to sixty (60) days for any completion deadline related to required Development Agreement Application Submittals, Hotel Approvals, future permitting, and development or construction schedules. Any further extensions shall require approval by the Agency.

12. **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the Agency:

John A. Titkanich, Jr. AICP
City Manager

City of Cocoa
65 Stone Street
Cocoa, FL 32922

For The Developer:

Jack D. Brown
Lodging Decisions, Inc.
9889 Bainbridge Rd
Chagrin Falls, OH 44023

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

13. **City's Police and Permit Powers.** The Developer acknowledges and agrees that this Agreement is not binding on the City of Cocoa. As such, nothing in this Agreement shall serve to affect or limit any power of the City of Cocoa including, but not limited to, the City's police, legislative, quasi-judicial, permitting, zoning, land use and development, and building code powers in the exercise of its decision making authority associated with the proposed redevelopment of the Property or any related application associated therewith. If the Developer is in default under any of its material obligations to complete the construction of the Project after the Property has been conveyed to the Developer, the Developer agrees that the City shall have the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit being constructed in furtherance of this Agreement until such time the breach is cured.

14. **Assignment; Recordation - Agreement to Run with the Land.**

A. The Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which the Developer or its members are members or interest holders. Such assignment shall require the assignee to be a formal signatory to this Agreement and fully assume all of the Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the Agency by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

B. The Developer shall record this Agreement in the Official Records of Brevard County, Florida. This Agreement shall run with the land and be binding upon the Property and successors in interest to the Property unless amended or terminated by mutual agreement of the Parties or in accordance with Paragraph 11.

15. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Agency's or the City's potential liability under state or federal law. As such, neither the Agency nor the City shall be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person or more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled, with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

16. **Indemnification by Developer.** Developer shall be solely responsible for designing, permitting, constructing and maintaining the Project required by this Agreement. Accordingly, to the extent allowed by law, the Developer agrees to indemnify and hold the Agency and its employees, officers, attorneys and contractors harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Developer and its employees, members, agents and contractors in the exercise of the rights arising under this Agreement. This paragraph shall survive termination of this Agreement.

17. **Miscellaneous.** The effective date of this Agreement shall be the date on which the last of the parties hereto executed this Agreement (the "***Effective Date***"). 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. In the event any of the parties hereto are required to enforce this Agreement by court proceedings or otherwise, each party involved in such enforcement proceedings shall bear its own attorneys' fees, whether incurred at trial, on appeal, or in conjunction with any alternative dispute resolution or bankruptcy proceeding. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are 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. 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 to or for the benefit of any third party not a formal party hereto except for the benefits granted the City of Cocoa hereunder; in which case, the City of Cocoa shall be deemed a third party beneficiary under this Agreement with full rights and privileges to enforce the benefits bestowed hereunder by the parties. 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. Each party agrees to deal with the other party hereto in good faith. 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.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[SIGNATURE PAGES TO FOLLOW]

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

**COCOA COMMUNITY
REDEVELOPMENT AGENCY**

Signature of Witness

By: _____
Jake Williams, Jr., Chairman

Printed Name of Witness

Date: _____

Signature of Witness

Printed Name of Witness

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Carie Shealy, Agency Clerk

By: _____
Anthony A. Garganese, Agency Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2020, by Jake Williams, Jr., the Chairperson of the Cocoa Community Redevelopment Agency, on behalf of the Agency, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

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

LODGING DECISIONS, INC.

Print name and title: _____

Date: _____

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence
or () online notarization, this _____ day of _____, 2020, by _____,
the _____ of Lodging Decisions, Inc., a foreign corporation, on behalf of the
corporation, who is personally known to me or produced _____
as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

(Legal Description for the Property)

Lots 2 and 3, SINGLETON'S FIRST ADDITION TO COCOA, according to the plat thereof,
as recorded in Plat Book 1, Page 28, of the Public records of Brevard County, Florida.

EXHIBIT B

(Schedule of Major Performance Obligations)

REVISED DATES WILL BE ADDED UPON AGREEMENT ON TEXT OF AMENDED AND RESTATED AGREEMENT

Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. The Schedule assumes an Effective Date of _____.

Time for Performance	Action	Section Reference
	Submit Market Feasibility Study, Site Development Suitability Analysis, Evidence of Project Financing, Parking Analysis, Conceptual Development Plan - D	2
Submittal to Planning and Zoning Department Planning and Zoning Meeting City Council Meeting	Submit an application for Development Agreement with the City of Cocoa authorizing any needed height increases - D	2
	Review and final approval by Cocoa CRA of Project and Conceptual Development Plan - A	2
	Site plan filed with City - D Agency to apply for Vacation of Right-of-Way	3/7
	Site plan approval - A P&Z	3
	Begin Property Conveyance Process	5/6
	Building Permits and Site Development Permits applied for	4
End of October/beginning (60 days for closing)	Closing on Conveyance of Property/Letter of Credit Received by Agency - Construction can only begin after closing - A	5/6
	Subdivision application, if needed/unity of title	3
	Building Permits and Site Development Permits approved	4
	Infrastructure and off-site parking construction begins	4
	Substantially commence vertical construction of Project - D	4

	Final certificate of occupancy for the Project - D	4
	Hotel Opening	



Legislation Text

File #: 20-158, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: March 6, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item - Project Updates

BACKGROUND:

Cocoa CRA Funded Project Update

Project	Description	Status
	WATERFRONT	
Civic Center	Geotech analysis complete. Staff reviewed the draft document and met with the consultants regarding the changes. The Final Market Study will be presented to Agency Members after revisions are complete.	In Progress
603 Brevard Hotel	Amended Redevelopment Agreement presented to Agency for approval with new timelines.	In Progress
T-Docks & Day Slips	Project is 70% complete. Floating structures are in place and they are installing the gangways, then sidewalk, and electrical fixtures.	70% Complete
Promenade and Overlook	Promenade is in progress. The new reclaimed line is installed and crews are working on the pilings and kneewall in the coming weeks.	15% Complete
Cocoa Village Parking	Staff is waiting for the report from the workshop. Agency members will receive the report once it is delivered.	In Progress
Gateway Entry Feature	Gateway sign is nearing completion with minor adjustments to lighting. Project is 90% complete.	90% Complete
Riveredge Blvd.	The new sidewalk will connect Harrison St. to SR 520 along the west side of Riveredge Blvd. Project went out to bid and staff is reviewing bids.	Budgeted for FY20 \$35,000
Harrison Street	Agency members approved the task order and ISS is working on the project. Agency members will receive notice when the plans have been revised.	Budgeted for FY20 \$75,000

Cocoa Village Architectural Standards	Scheduled for FY20 completion; Agency Members, prior to the adoption of the FY 2020 Budget, requested staff review and analyze the potential addition of architectural standards for Cocoa Village. Staff met with consultants to prepare a proposal for completing this project.	Budgeted for FY20 \$60,000
Cocoa Village Crosswalks	Scheduled for FY20; Bid documents are being generated with specifications.	Budgeted for FY20 \$150,000
Pedestrian Connector (FDOT Project)	FDOT has completed the work on the connector.	Complete

City Funded Projects within the Cocoa CRA

Street Paving/On Street Parking Increase	Cocoa Village street paving and striping is complete.	Paving 100% Striping 100%
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BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Project Updates



Legislation Text

File #: 20-159, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: March 6, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item - Budget Reports

BACKGROUND:

Budget Reports attached for Agency Member review.

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Budget Reports



FY 2020 Budget by Classification Report - Summary Listing

12/31/2019

Target for December 2019 25%

FUND 110 - Cocoa CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 1,348,257		\$ 1,302,670	\$ 45,587	97%
MISCELLANEOUS	\$ 39,027		\$ 13,172	\$ 25,855	0%
OTHER SOURCES/NON REVENUE	\$ 7,114,882		\$ -	\$ 7,114,882	0%
REVENUE TOTALS	\$ 8,502,166		\$ 1,315,842	\$ 7,186,324	15%
EXPENSE					
SALARIES AND BENEFITS	\$ 69,516		\$ 15,277	\$ 54,239	22%
OPERATING EXPENDITURES	\$ 650,884	\$ 141,432	\$ 35,187	\$ 474,265	27%
CAPITAL OUTLAY	\$ 6,975,115	\$ 143,403	\$ 18,005	\$ 6,813,707	2%
GRANTS, AIDS AND OTHER	\$ 806,651	\$ 10,000	\$ 47,500	\$ 749,151	7%
EXPENSE TOTALS	\$ 8,502,166	\$ 294,835	\$ 115,969	\$ 8,091,362	5%
REVENUE TOTALS	\$ 8,502,166	\$ -	\$ 1,315,842	\$ 7,186,324	15%
EXPENSE TOTALS	\$ 8,502,166	\$ 294,835	\$ 115,969	\$ 8,091,362	5%
	\$ -	\$ (294,835)	\$ 1,199,873	\$ (905,038)	

*TIF Revenue is collected in December each Fiscal Year.

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA

ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	***** CURRENT ACTUAL	***** %REV	***** ESTIMATED	***** YEAR-TO-DATE ACTUAL	***** %REV	***** ANNUAL ESTIMATE	***** UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
337	GRANTS FROM LOCAL UNITS								
337	** GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
00 00	SHARED REVENUE LOCAL UNIT	112,354	1,302,670.00	1159	337,062	1,302,670.00	387	1,348,257	45,587.00
338	** SHARED REVENUE LOCAL UNIT	112,354	1,302,670.00	1159	337,062	1,302,670.00	387	1,348,257	45,587.00
330	*** INTERGOVERNMENTAL REVENUE	112,354	1,302,670.00	1159	337,062	1,302,670.00	387	1,348,257	45,587.00
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	1,149.78		0	3,415.66		0	3,415.66
361	** INTEREST & OTHER EARNINGS	0	1,149.78		0	3,415.66		0	3,415.66
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	3,252	3,252.25	100	9,756	9,756.75	100	39,027	29,270.25
362	** RENT AND ROYALTIES	3,252	3,252.25	100	9,756	9,756.75	100	39,027	29,270.25
364	DISPOSITION FIXED ASSETS								
364	** DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
360	*** MISCELLANEOUS REVENUES	3,252	4,402.03	135	9,756	13,172.41	135	39,027	25,854.59
380	OTHER SOURCES (NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381	** INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	540,608	.00		1,621,824	.00		6,487,300	6,487,300.00
384	** DEBT PROCEEDS	540,608	.00		1,621,824	.00		6,487,300	6,487,300.00
389	NON OPERATING SOURCES								
99 10	CASH CARRY FORWARD	32,630	.00		77,760	.00		371,427	371,427.00
99 50	FUND BAL-APPROP. RESERVES	24,550	.00		35,211	.00		256,155	256,155.00
99 *	BALANCE FORWARD	57,180	.00		112,971	.00		627,582	627,582.00
389	** NON OPERATING SOURCES	57,180	.00		112,971	.00		627,582	627,582.00

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA

ACCOUNT	DESCRIPTION	***** ESTIMATED	***** CURRENT ACTUAL	***** %REV	***** ESTIMATED	***** YEAR-TO-DATE ACTUAL	***** %REV	***** ANNUAL ESTIMATE	***** UNREALIZED BALANCE
380	OTHER SOURCES (NON-REV)								
389	NON OPERATING SOURCES								
380	*** OTHER SOURCES (NON-REV)	597,788	.00		1,734,795	.00		7,114,882 ✓	7,114,882.00
	FUND TOTAL CRA COCOA RDA	713,394	1,307,072.03	183	2,081,613	1,315,842.41 ✓	63	8,502,166 ✓	7,186,323.59 ✓

DETAIL BUDGET REPORT
25% OF YEAR LAPSED

PREPARED 01/13/2020, 8:58:48
PROGRAM: GM267RR
CITY OF COCOA, FLORIDA

REPORT SELECTIONS

Fiscal year : 2020
Fund : 110
All Departments
All Divisions
Suppress accounts with zero balances : Y

FUND 110 CRA COCOA RDA											
ACCOUNT DESCRIPTION		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			*****		%	
ELE OBJ		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	BDGT
12-00	REGULAR SALARIES & WAGES	3572	3175.22	89	10716	9366.86	87	.00	42866	33499.14	22
12-10	SALARY ADJUSTMENT	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	798.48	0	0	798.48	0	.00	0	798.48-	0
12 **	REGULAR SALARIES & WAGES	3572	3973.70	111	10716	10165.34	95	.00	42866	32700.66	24
13-00	OTHER SALARIES & WAGES	336	310.19	92	1008	867.49	86	.00	4041	3173.51	22
13 **	OTHER SALARIES & WAGES	336	310.19	92	1008	867.49	86	.00	4041	3173.51	22
14-00	OVERTIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	0	.00	0	0	.00	0	.00	0	.00	0
15-00	SPECIAL PAY	15	.00	0	45	30.00	67	.00	180	150.00	17
15 **	SPECIAL PAY	15	.00	0	45	30.00	67	.00	180	150.00	17
21-00	FICA TAXES	301	333.42	111	903	870.36	96	.00	3616	2745.64	24
21 **	FICA TAXES	301	333.42	111	903	870.36	96	.00	3616	2745.64	24
22-00	RETIREMENT CONTRIBUTIONS	479	495.13	103	1437	1324.77	92	.00	5759	4434.23	23
22 **	RETIREMENT CONTRIBUTIONS	479	495.13	103	1437	1324.77	92	.00	5759	4434.23	23
23-00	LIFE/HEALTH INSURANCE	85	76.67	90	255	214.61	84	.00	1026	811.39	21
23-04	MEDICAL/RX SELF INSURED	965	510.77	53	2895	1415.85	49	.00	11585	10169.15	12
23 **	LIFE/HEALTH INSURANCE	1050	587.44	56	3150	1630.46	52	.00	12611	10980.54	13
24-00	WORKER'S COMPENSATION	6	12.90	215	18	35.92	200	.00	83	47.08	43
24 **	WORKER'S COMPENSATION	6	12.90	215	18	35.92	200	.00	83	47.08	43
27-00	BENEFIT OFFSET	30	90.00	300	90	352.50	392	.00	360	7.50	98
27 **	BENEFIT OFFSET	30	90.00	300	90	352.50	392	.00	360	7.50	98
31-00	PROFESSIONAL SERVICES	17530	.00	0	44226	.00	0	81412.50	202000	120587.50	40
31-01	LEGAL EXPENSES	1250	504.90	40	3750	1570.80	42	13429.20	15000	.00	100
31 **	PROFESSIONAL SERVICES	18780	504.90	3	47976	1570.80	3	94841.70	217000	120587.50	44
34-00	CONTRACT SERVICES	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
25% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 110 CRA COCOA RDA		ACCOUNT DESCRIPTION		*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****		*****		ANNUAL BUDGET		UNENCUMB. BALANCE		% BDGT	
ELE OBJ		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.		BUDGET		BALANCE			
34 **	CONTRACT SERVICES	0	.00	0	0	.00	0	.00	0	0	.00	.00	0		
39-00	CONTINGENCY	26713	.00	0	100139	.00	0	.00	0	340566	340566.00	0	0		
39 **	CONTINGENCY	26713	.00	0	100139	.00	0	.00	0	340566	340566.00	0	0		
40-00	TRAVEL & PER DIEM	537	1292.06	241	1869	1292.06	69	.00	69	6712	5419.94	19	19		
40 **	TRAVEL & PER DIEM	537	1292.06	241	1869	1292.06	69	.00	69	6712	5419.94	19	19		
41-00	COMMUNICATION	15	.00	0	45	.00	0	.00	0	180	180.00	0	0		
41 **	COMMUNICATION	15	.00	0	45	.00	0	.00	0	180	180.00	0	0		
42-00	POSTAGE & FREIGHT	33	.00	0	99	19.05	19	.00	19	400	380.95	5	5		
42 **	POSTAGE & FREIGHT	33	.00	0	99	19.05	19	.00	19	400	380.95	5	5		
43-00	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	0	.00	0	0		
43 **	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	0	.00	0	0		
44-00	RENTALS AND LEASES	0	5042.85	0	0	20024.52	0	39215.48	0	0	59240.00-	0	0		
44 **	RENTALS AND LEASES	0	5042.85	0	0	20024.52	0	39215.48	0	0	59240.00-	0	0		
45-00	INSURANCE	379	.00	0	1137	5288.00	465	.00	465	4548	740.00-	116	116		
45 **	INSURANCE	379	.00	0	1137	5288.00	465	.00	465	4548	740.00-	116	116		
46-00	REPAIRS & MAINTENANCE	416	900.00	216	1248	3600.00	289	7200.00	289	5000	5800.00-	216	216		
46-03	REPAIR/MAINT-VEHICLES	0	.00	0	0	.00	0	.00	0	0	.00	0	0		
46 **	REPAIRS & MAINTENANCE	416	900.00	216	1248	3600.00	289	7200.00	289	5000	5800.00-	216	216		
47-00	PRINTING & BINDING	41	.00	0	123	.00	0	.00	0	500	500.00	0	0		
47 **	PRINTING & BINDING	41	.00	0	123	.00	0	.00	0	500	500.00	0	0		
48-00	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	0	.00	0	0		
48 **	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	0	.00	0	0		
49-00	OTHER CHARGES & OBLIG.	83	70.93	86	249	135.09	54	.00	54	1000	864.91	14	14		
49-10	CONTRIBUTIONS TO FDOT	0	.00	0	0	.00	0	.00	0	0	.00	0	0		
49-35	INTERFUND LOANS DEF CHRG	0	.00	0	0	.00	0	.00	0	0	.00	0	0		

FUND 110 CRA COCOA RDA		*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****		*****		*****		*****	
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49 **	OTHER CHARGES & OBLIG.	83	70.93	86	249	135.09	54	.00	1000	864.91	14
51-00	OFFICE SUPPLIES	16	.00	0	48	.00	0	.00	200	200.00	0
51 **	OFFICE SUPPLIES	16	.00	0	48	.00	0	.00	200	200.00	0
52-00	OPERATING SUPPLIES	154	1287.70	836	204	1287.70	631	.00	1588	300.30	81
52-30	FUEL OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	154	1287.70	836	204	1287.70	631	.00	1588	300.30	81
54-00	MEMBERSHIP/PUBLICATIONS	72	200.00	278	216	635.00	294	175.00	875	65.00	93
54 **	MEMBERSHIP/PUBLICATIONS	72	200.00	278	216	635.00	294	175.00	875	65.00	93
55-00	TRAINING	189	890.00	471	567	1335.00	235	.00	2275	940.00	59
55 **	TRAINING	189	890.00	471	567	1335.00	235	.00	2275	940.00	59
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
58-01	POST OFFICE LEASE	5836	.00	0	17508	.00	0	.00	70040	70040.00	0
58 **	AMORTIZATION	5836	.00	0	17508	.00	0	.00	70040	70040.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	540608	.00	0	1621824	.00	0	.00	6487300	6487300.00	0
62 **	BUILDINGS	540608	.00	0	1621824	.00	0	.00	6487300	6487300.00	0
63-00	INFRASTRUCTURE	39523	18005.35	46	128100	18005.35	14	141403.45	483815	324406.20	33
63 **	INFRASTRUCTURE	39523	18005.35	46	128100	18005.35	14	141403.45	483815	324406.20	33
64-00	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	364	.00	0	728	.00	0	2000.00	4000	2000.00	50
64 **	MACHINERY AND EQUIPMENT	364	.00	0	728	.00	0	2000.00	4000	2000.00	50

DETAIL BUDGET REPORT SUMMARY BY OBJECT
25% OF YEAR LAPSED
WITHOUT FIXED CHARGES

PAGE 5

FUND 110 CRA COCOA RDA		ACCOUNT DESCRIPTION		*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****		*****		UNENCUMB.	%
ELE	OBJ	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	BALANCE	BGDT
65	00	CONSTRUCTION IN PROGRESS	0	.00	0	.00	0	.00	0	.00	0
65	**	CONSTRUCTION IN PROGRESS	0	.00	0	.00	0	.00	0	.00	0
71	00	DEBT SERVICE - PRINCIPAL	0	.00	0	.00	0	.00	0	.00	0
71	**	DEBT SERVICE - PRINCIPAL	0	.00	0	.00	0	.00	0	.00	0
72	00	DEBT SERVICE - INTEREST	0	.00	0	.00	0	.00	0	.00	0
72	**	DEBT SERVICE - INTEREST	0	.00	0	.00	0	.00	0	.00	0
82	00	AID PRIVATE ORGANIZATION	0	.00	0	.00	0	.00	0	.00	0
82	**	AID PRIVATE ORGANIZATION	0	.00	0	.00	0	.00	0	.00	0
83	00	OTHER GRANTS & AIDS	5984	.00	0	16134	62	10000.00	70000	50000.00	29
83	**	OTHER GRANTS & AIDS	5984	.00	0	16134	62	10000.00	70000	50000.00	29
91	01	TRANSFER TO GEN FUND 001	21438	12500.00	58	64314	58	.00	257258	219758.00	15
91	11	DIAMOND SQUARE (111)	0	.00	0	.00	0	.00	0	.00	0
91	12	US 1 CORRIDOR (112)	0	.00	0	.00	0	.00	0	.00	0
91	20	TRANSFER TO DEBT SVC 201	0	.00	0	.00	0	.00	0	.00	0
91	21	WATER SEWER 421	0	.00	0	.00	0	.00	0	.00	0
91	30	GF CAPITAL PROJECTS 301	0	.00	0	45813	0	.00	91626	91626.00	0
91	32	CP 302 RVRFRNT/LEENWR PK	38777	.00	0	38777	0	.00	387767	387767.00	0
91	**	INTERFUND TRANSFER	60215	12500.00	21	148904	25	.00	736651	699151.00	5
FUND 110 TOTAL *****											
		CRA COCOA RDA	705747	46496.57	7	2104485	6	294835.63	8502166	8091360.96	5
		GRAND TOTAL *****	705747	46496.57	7	2104485	6	294835.63	8502166	8091360.96	5



FY 2020 Budget by Classification Report - Summary Listing

1/31/2020

Target for January 2020 33%

RUND 110 - Cocoa CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 1,348,257		\$ 1,302,670	\$ 45,587	97%
MISCELLANEOUS	\$ 39,027		\$ 13,172	\$ 25,855	0%
OTHER SOURCES/NON REVENUE	\$ 7,114,882		\$ -	\$ 7,114,882	0%
REVENUE TOTALS	\$ 8,502,166		\$ 1,315,842	\$ 7,186,324	15%
EXPENSE					
SALARIES AND BENEFITS	\$ 69,516		\$ 17,044	\$ 52,472	25%
OPERATING EXPENDITURES	\$ 650,884	\$ 140,024	\$ 42,420	\$ 468,440	28%
CAPITAL OUTLAY	\$ 6,975,115	\$ 143,403	\$ 18,005	\$ 6,813,707	2%
GRANTS, AIDS AND OTHER	\$ 806,651	\$ 10,000	\$ 60,000	\$ 736,651	9%
EXPENSE TOTALS	\$ 8,502,166	\$ 293,427	\$ 137,469	\$ 8,071,270	5%
REVENUE TOTALS	\$ 8,502,166	\$ -	\$ 1,315,842	\$ 7,186,324	15%
EXPENSE TOTALS	\$ 8,502,166	\$ 293,427	\$ 137,469	\$ 8,071,270	5%
	\$ -	\$ (293,427)	\$ 1,178,373	\$ (884,946)	

*TIF Revenue is collected in December each Fiscal Year.

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA

ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
337	GRANTS FROM LOCAL UNITS	0	.00		0	.00	0	0	.00
338	00 00 SHARED REVENUE LOCAL UNIT	112,354	.00		449,416	1,302,670.00	290	1,348,257	45,587.00
338	** SHARED REVENUE LOCAL UNIT	112,354	.00		449,416	1,302,670.00	290	1,348,257	45,587.00
330	*** INTERGOVERNMENTAL REVENUE	112,354	.00		449,416	1,302,670.00	290	1,348,257 ✓	45,587.00
360	MISCELLANEOUS REVENUES								
361	10 00 INTEREST & OTHER EARNINGS	0	1,345.15		0	4,760.81	0	0	4,760.81-
361	** INTEREST & OTHER EARNINGS	0	1,345.15		0	4,760.81	0	0	4,760.81-
362	00 00 RENT AND ROYALTIES	3,252	3,252.25	100	13,008	13,009.00	100	39,027	26,018.00
362	** RENT AND ROYALTIES	3,252	3,252.25	100	13,008	13,009.00	100	39,027	26,018.00
364	DISPOSITION FIXED ASSETS								
364	** DISPOSITION FIXED ASSETS	0	.00		0	.00	0	0	.00
360	*** MISCELLANEOUS REVENUES	3,252	4,597.40	141	13,008	17,769.81	137	39,027 ✓	21,257.19
380	OTHER SOURCES (NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00	0	0	.00
381	** INTERFUND TRANSFER	0	.00		0	.00	0	0	.00
384	00 00 DEBT PROCEEDS	540,608	.00		2,162,432	.00		6,487,300	6,487,300.00
384	** DEBT PROCEEDS	540,608	.00		2,162,432	.00		6,487,300	6,487,300.00
389	NON OPERATING SOURCES								
99 10	CASH CARRY FORWARD	32,630	.00		110,390	.00		371,427	371,427.00
99 50	FUND BAL-APPROP. RESERVES	24,550	.00		59,761	.00		256,155	256,155.00
99 *	BALANCE FORWARD	57,180	.00		170,151	.00		627,582	627,582.00
389	** NON OPERATING SOURCES	57,180	.00		170,151	.00		627,582	627,582.00

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA

ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	***** CURRENT ACTUAL	***** %REV	***** ESTIMATED	***** YEAR-TO-DATE ACTUAL	***** %REV	***** ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES (NON-REV)								
389	NON OPERATING SOURCES								
380	*** OTHER SOURCES (NON-REV)	597,788	.00		2,332,583	.00		7,114,882 ✓	7,114,882.00
	FUND TOTAL CRA COCOA RDA	713,394	4,597.40	1	2,795,007	1,320,439.81	47	8,502,166 ✓	7,181,726.19

PREPARED 02/13/2020, 8:10:43
PROGRAM: GM267RR
CITY OF COCOA, FLORIDA

DETAIL BUDGET REPORT
33% OF YEAR LAPSED

PAGE 1
ACCOUNTING PERIOD 04/2020

REPORT SELECTIONS

Fiscal year : 2020
Fund : 110
All Departments
All Divisions
Suppress accounts with zero balances : Y

FUND 110 CRA COCOA RDA ELE OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ANNUAL BUDGET	ENCUMBR. ENCUMBR.	UNENCUMB. BALANCE	% BDGT
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
12-00	REGULAR SALARIES & WAGES	3572	976.25	27	14288	10343.11	72	42866	.00	32522.89	24
12-10	SALARY ADJUSTMENT	0	.00	0	0	.00	0	0	.00	.00	0
12-12	ACCRUAL PAYOUTS	0	64.22	0	0	862.70	0	0	.00	862.70-	0
12 **	REGULAR SALARIES & WAGES	3572	1040.47	29	14288	11205.81	78	42866	.00	31660.19	26
13-00	OTHER SALARIES & WAGES	336	237.86	71	1344	1105.35	82	4041	.00	2935.65	27
13 **	OTHER SALARIES & WAGES	336	237.86	71	1344	1105.35	82	4041	.00	2935.65	27
14-00	OVERTIME	0	.00	0	0	.00	0	0	.00	.00	0
14 **	OVERTIME	0	.00	0	0	.00	0	0	.00	.00	0
15-00	SPECIAL PAY	15	.00	0	60	30.00	50	180	.00	150.00	17
15 **	SPECIAL PAY	15	.00	0	60	30.00	50	180	.00	150.00	17
21-00	FICA TAXES	301	98.85	33	1204	969.21	81	3616	.00	2646.79	27
21 **	FICA TAXES	301	98.85	33	1204	969.21	81	3616	.00	2646.79	27
22-00	RETIREMENT CONTRIBUTIONS	479	273.64	57	1916	1598.41	83	5759	.00	4160.59	28
22 **	RETIREMENT CONTRIBUTIONS	479	273.64	57	1916	1598.41	83	5759	.00	4160.59	28
23-00	LIFE/HEALTH INSURANCE	85	33.87	40	340	248.48	73	1026	.00	777.52	24
23-04	MEDICAL/RX SELF INSURED	965	45.00	5	3860	1460.85	38	11585	.00	10124.15	13
23 **	LIFE/HEALTH INSURANCE	1050	78.87	8	4200	1709.33	41	12611	.00	10901.67	14
24-00	WORKER'S COMPENSATION	6	7.27	121	24	43.19	180	83	.00	39.81	52
24 **	WORKER'S COMPENSATION	6	7.27	121	24	43.19	180	83	.00	39.81	52
27-00	BENEFIT OFFSET	30	30.00	100	120	382.50	319	360	.00	22.50-	106
27 **	BENEFIT OFFSET	30	30.00	100	120	382.50	319	360	.00	22.50-	106
31-00	PROFESSIONAL SERVICES	17530	.00	0	61756	.00	0	202000	87412.50	114587.50	43
31-01	LEGAL EXPENSES	1250	1290.30	103	5000	2861.10	57	15000	12138.90	.00	100
31 **	PROFESSIONAL SERVICES	18780	1290.30	7	66756	2861.10	4	217000	99551.40	114587.50	47
34-00	CONTRACT SERVICES	0	.00	0	0	.00	0	0	.00	.00	0

FUND 110 CRA COCOA RDA		*****MONTH-TO-DATE*****YEAR-TO-DATE*****										UNENCUMB.		BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	BALANCE	%			
34 **	CONTRACT SERVICES	0	.00	0	0	.00	0	.00	0	.00	0	.00	0	
39-00	CONTINGENCY	26713	.00	0	126852	.00	0	.00	340566	340566.00	0		0	
39 **	CONTINGENCY	26713	.00	0	126852	.00	0	.00	340566	340566.00	0		0	
40-00	TRAVEL & PER DIEM	537	.00	0	2406	1292.06	54	.00	6712	5419.94	19		19	
40 **	TRAVEL & PER DIEM	537	.00	0	2406	1292.06	54	.00	6712	5419.94	19		19	
41-00	COMMUNICATION	15	.00	0	60	.00	0	.00	180	180.00	0		0	
41 **	COMMUNICATION	15	.00	0	60	.00	0	.00	180	180.00	0		0	
42-00	POSTAGE & FREIGHT	33	.00	0	132	19.05	14	.00	400	380.95	5		5	
42 **	POSTAGE & FREIGHT	33	.00	0	132	19.05	14	.00	400	380.95	5		5	
43-00	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0		0	
43 **	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0		0	
44-00	RENTALS AND LEASES	0	5042.85	0	0	25067.37	0	34172.63	0	59240.00-	0		0	
44 **	RENTALS AND LEASES	0	5042.85	0	0	25067.37	0	34172.63	0	59240.00-	0		0	
45-00	INSURANCE	379	.00	0	1516	5288.00	349	.00	4548	740.00- 116				
45 **	INSURANCE	379	.00	0	1516	5288.00	349	.00	4548	740.00- 116				
46-00	REPAIRS & MAINTENANCE	416	900.00	216	1664	4500.00	270	6300.00	5000	5800.00- 216				
46-03	REPAIR/MAINT-VEHICLES	0	.00	0	0	.00	0	.00	0	.00	0		0	
46 **	REPAIRS & MAINTENANCE	416	900.00	216	1664	4500.00	270	6300.00	5000	5800.00- 216				
47-00	PRINTING & BINDING	41	.00	0	164	.00	0	.00	500	500.00	0		0	
47 **	PRINTING & BINDING	41	.00	0	164	.00	0	.00	500	500.00	0		0	
48-00	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0		0	
48 **	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0		0	
49-00	OTHER CHARGES & OBLIG.	83	.00	0	332	135.09	41	.00	1000	864.91	14		14	
49-10	CONTRIBUTIONS TO FDOT	0	.00	0	0	.00	0	.00	0	.00	0		0	
49-35	INTERFUND LOANS DEF CHRG	0	.00	0	0	.00	0	.00	0	.00	0		0	

FUND 110 CRA COCOA RDA		*****MONTH-TO-DATE*****YEAR-TO-DATE*****										UNENCUMB.		%
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	BALANCE	BDGT			
49 **	OTHER CHARGES & OBLIG.	83	.00	0	332	135.09	41	.00	1000	864.91	14			
51-00	OFFICE SUPPLIES	16	.00	0	64	.00	0	.00	200	200.00	0			
51 **	OFFICE SUPPLIES	16	.00	0	64	.00	0	.00	200	200.00	0			
52-00	OPERATING SUPPLIES	154	.00	0	358	1287.70	360	.00	1588	300.30	81			
52-30	FUEL OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0			
52 **	OPERATING SUPPLIES	154	.00	0	358	1287.70	360	.00	1588	300.30	81			
54-00	MEMBERSHIP/PUBLICATIONS	72	.00	0	288	635.00	221	.00	875	240.00	73			
54 **	MEMBERSHIP/PUBLICATIONS	72	.00	0	288	635.00	221	.00	875	240.00	73			
55-00	TRAINING	189	.00	0	756	1335.00	177	.00	2275	940.00	59			
55 **	TRAINING	189	.00	0	756	1335.00	177	.00	2275	940.00	59			
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0			
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0			
58-01	POST OFFICE LEASE	5836	.00	0	23344	.00	0	.00	70040	70040.00	0			
58 **	AMORTIZATION	5836	.00	0	23344	.00	0	.00	70040	70040.00	0			
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0			
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0			
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0			
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0			
62-00	BUILDINGS	540608	.00	0	2162432	.00	0	.00	6487300	6487300.00	0			
62 **	BUILDINGS	540608	.00	0	2162432	.00	0	.00	6487300	6487300.00	0			
63-00	INFRASTRUCTURE	39523	.00	0	167623	18005.35	11	141403.45	483815	324406.20	33			
63 **	INFRASTRUCTURE	39523	.00	0	167623	18005.35	11	141403.45	483815	324406.20	33			
64-00	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0			
64-15	IT HARDWARE	364	.00	0	1092	.00	0	2000.00	4000	2000.00	50			
64 **	MACHINERY AND EQUIPMENT	364	.00	0	1092	.00	0	2000.00	4000	2000.00	50			

FUND 110 CRA COCOA RDA		*****MONTH-TO-DATE*****YEAR-TO-DATE*****										UNENCUMB.		% BDGT	
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE					
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
82-00	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
83-00	OTHER GRANTS & AIDS	5984	.00	0	22118	10000.00	45	10000.00	70000	50000.00	29				
83 **	OTHER GRANTS & AIDS	5984	.00	0	22118	10000.00	45	10000.00	70000	50000.00	29				
91-01	TRANSFER TO GEN FUND 001	21438	12500.00	58	85752	50000.00	58	.00	257258	207258.00	19				
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0	.00	0		
91-30	GF CAPITAL PROJECTS 301	0	.00	0	45813	.00	0	.00	91626	91626.00	0				
91-32	CP 302 RVRFRNT/LEWNR PK	38777	.00	0	77554	.00	0	.00	387767	387767.00	0				
91 **	INTERFUND TRANSFER	60215	12500.00	21	209119	50000.00	24	.00	736651	686651.00	7				
FUND 110	TOTAL *****														
	CRA COCOA RDA	705747	21500.11	3	2810232	137469.52	5	293427.48	8502166	8071269.00	5				
GRAND	TOTAL *****	705747	21500.11	3	2810232	137469.52	5	293427.48	8502166	8071269.00	5				