

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Wednesday, February 13, 2019

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. [19-61](#) Approve the Agenda for the Regular Meeting of February 13, 2019, as presented or with amendments.

Attachments: [Cocoa CRA Agenda 2019 Feb 13 Short Agenda.doc](#)

2. [19-62](#) Approve the Minutes of the Special Meeting of January 23, 2019, as presented or with amendments.

Attachments: [Minutes 1-23-19 \(Final\).docx](#)

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. [19-37](#) Agency approval authorizing an extension of the Façade Grant in the amount of \$7,000 for 1 Oleander Street for ninety (90) days to allow the contractor to complete the work.

Attachments: [Facade Grant Agreement \(2-28-18\)](#)
[1 Oleander - Request for extension CFIP](#)

2. [19-38](#) Approve a Budget Transfer in the amount \$13,529 to cover Agency Legal Fees and the purchase/installation of additional security lighting for the Lee Wenner Park Riverfront Connector (CD18LW).

Attachments: [Graybar Quotation - 231833213 LEE WENNER BRIDGE AD](#)
[BAF 19-058 -CS-CocoaCRA SecurityAttorneyFees \(2-13-19\)~ CRA Agenda 19-](#)

3. [19-41](#) Approve a Commercial Façade Improvement Program Grant application in the amount of \$10,000 for JLM Property Holdings, LLC located at 717 S. Cocoa Blvd.

Attachments: [Facade grant application and checklist](#)

4. [19-54](#) Approve a Resolution establishing intent to reimburse certain capital expenditures with proceeds of future tax-exempt financings; Authorize a BAF to transfer funds from Contingency to Professional Services and a purchase order for services in the amount of \$15,000 provided by Dunlap & Associates; Authorize a BAF to transfer funds from Contingency to Professional Services in the amount of \$125,000 to cover the tasks associated with the Economic and Feasibility Studies required for this project. Authorize issuance of a Request for Proposal (RFP) for the purpose of selecting a bank to provide a not-to-exceed \$8,000,000 loan to finance the Lee Wenner Park Projects (New Civic Center, Harbor Master Building and Lee Wenner Park Renovations).

Attachments: [Reimbursement Resolution - City of Cocoa CRA \(01444282\)](#)
[TT 2-4-19](#)
[Dunlap and Associates Contract - 1st Renewal thru March 9 2022](#)
[Waterfront Master Plan priorities page](#)
[BAF 19-059 -CS-CocoaCRA-Dunlap \(2-13-19\)~ CRA Agenda 19-54.pdf](#)

V. ATTORNEY'S REPORT:

VI. UPDATES AND STAFF REPORTS:

1. [18-668](#) Informational Item - Project Updates
2. [18-669](#) Informational Item - Budget Report

Attachments: [Cocoa CRA Financial Report November 2018](#)
[Cocoa CRA Financial Report December 2018](#)

VII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday, March 13, 2019 at 5:00 PM 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 #: 19-61, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 7, 2019
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Agenda for the Regular Meeting of February 13, 2019, as presented or with amendments.

BACKGROUND:

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

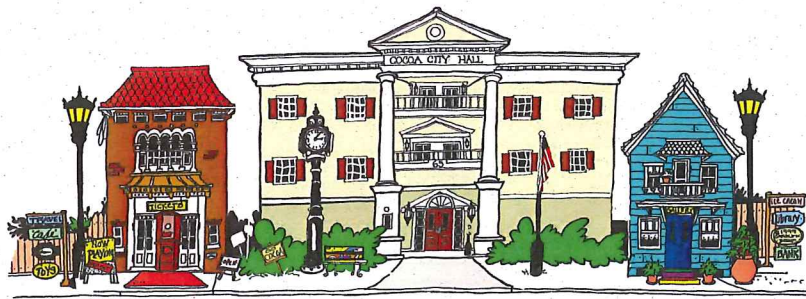
BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of February 13, 2019, as presented or with amendments.



—C O C O A—

REDEVELOPMENT AGENCY

COCOA REDEVELOPMENT AGENCY BOARD SPECIAL MEETING AGENDA

DATE: Wednesday, February 13, 2019
TIME: 5:00 p.m.

LOCATION: Cocoa City Hall
65 Stone Street

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- I. **CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
 - II. **APPROVAL OF AGENDA AND MINUTES**
AGENDA: Regular Meeting of February 13, 2019
MINUTES: Special Meeting of January 23, 2019
 - III. **DELEGATIONS**
 - IV. **ACTION ITEMS**
 1. Approve the extension of the Façade Grant for 1 Oleander Street
 2. Approve Budget Transfers for Cocoa CRA activities
 3. Approve Façade Grant Application for 717 S. Cocoa Boulevard
 4. Approve Financing Options for the new Cocoa Civic Center
 - V. **ATTORNEY'S REPORT**
 - VI. **AGENCY MEMBERS AND STAFF REPORTS**
 1. Project Reports
 2. Budget Report
 - VII. **NEXT MEETING DATE**

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be held on Wednesday, March 13, 2019 at 5:00 PM in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.
 - IX. **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 #: 19-62, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 7, 2019
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Minutes of the Special Meeting of January 23, 2019, as presented or with amendments.

BACKGROUND:

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

BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the Minutes of the Special Meeting of January 23, 2019, as presented or with amendments.

**MINUTES
CITY OF COCOA
COCOA CRA
REGULAR MEETING
JANUARY 23, 2019**

The Regular Meeting of the Cocoa Community Redevelopment Agency was held on JANUARY 23, 2019 at City Hall, 65 Stone Street, Cocoa, FL, as publicly noticed.

I. CALL TO ORDER:

Chairperson Williams called the meeting to order at 5:04 pm

ROLL CALL:

Jake Williams	Chairperson
Brenda Warner	Vice Chairperson
Don Boisvert	Agency member
Lorraine Koss	Agency member
Ed Lanni	Agency member
Jan Stewart	Agency member
Alex Goins	Agency member
Anthony Garganese	Agency Counsel

PRESENT:

Jake Williams	Chairperson
Brenda Warner	Vice Chairperson
Don Boisvert	Agency member
Lorraine Koss	Agency member
Ed Lanni	Agency member
Jan Stewart	Agency member
Alex Goins	Agency member
Anthony Garganese	Agency Counsel
Kadi Carver	Recording Secretary

ABSENT:

STAFF PRESENT:

John Titkanich, City Manager, **Matt Fuhrer**, Assistant City Manager, **Nancy Bunt**, Community Service Director, **Rebecca Bowman**, Finance Director, and **Charlene Neuterman**, Redevelopment Program Manager.

Agency member Ed Lanni provided the invocation and **Agency member Goins** led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA: Special Meeting of January 23, 2019

- * **MOTION by Agency member Goins; SECONDED by Agency member Stewart to approve the Agenda for the December 12, 2018 regular meeting.**

AYES: Williams, Boisvert, Lanni, Stewart, Koss, and Goins

MOTION CARRIED (6-0)

MINUTES: Regular Meeting of December 12, 2018

- * **MOTION by Vice Chairperson Warner; SECONDED by Agency member Koss to approve the Minutes for the November 14, 2018 regular meeting.**

AYES: Williams, Boisvert, Lanni, Stewart, Koss, and Goins

MOTION CARRIED (6-0)

III. DELEGATIONS:

George Brown Jr stated he loved the design of the river boat. He shared that the river Boats are the way things got here and the way the city got its name.

Aleck Greenwood shared what he feels we need to look at for the historic aspect. It's the idea of supporting the historic aspect of where we came from which isn't here in the village. Merchants have expressed they would like something memorable and big. Even a sign with something moving on it, rather than something too simple. Aleck provided agency members of a pictures of ideas of a sign steam boat ideas.

Agency Member Koss inquired about where the sign was located in the picture Aleck provided.

Aleck Greenwood shared that the locations are wrote on the back of the pictures.

Agency Member Koss shared she loves how water can be incorporated in the sign because it's refreshing and welcoming.

Agency Member Lanni reported that he is all about the paddle wheel idea.

IV. PRESENTATIONS: **NONE**

V. ACTION ITEMS:

1. Agency Approval of one of the two (2) New Cocoa CRA Logos for use on social and print media for the agency.

Charlene Neuterman presented a change in the Cocoa CRA Logo which was redesigned by Carolynina Seileryler. We are trying to modernize the logos to make then more relevant

to cocoa and the village. Any thoughts or ideas you have are much appreciated. Our current logo is just black and white.

Agency Member Koss stated she loves her work and either logo would work for her. Agency Member Koss then requested to know what the uses are for the logo.

Charlene Neuterman replied that the logos are used for any promotional items or informational materials to promote Cocoa CRA.

Vice Chairperson Warner shared she likes logo number 2 better because it's a big change and similar to the current city font. Also Logo 2 displays the art work better then logo one and is just a lot neater and cleaner.

Agency Member Boisevert stated that he will take Logo one but likes logo 2 much better.

* **MOTION by Agency member Boisevert; SECONDED by Agency member Stewart to approve the new Cocoa CRA Logo for use on social and print media for the agency.**

AYES: Williams, Boisevert, Lanni, Stewart, Koss, and Goins

MOTION CARRIED (6-0)

2. Approval of the Redevelopment agreement to 603 Brevard Ave.

Charlene Neuterman gave a presentation on the conceptual redevelopment plan for hotel. The next steps will be taken once approval is given.

Lorraine Koss asked if the additional floor for public parking is to be decided later.

Charlene Neuterman replied that it will be decided once we know the hotel brand and everything else.

Allen Chappmanlin stated he is ~~sted~~ in favor of the hotel, the agreement between the developer and City of Cocoa needs to be properly negotiated. Once constructed, this hotel will bring numerous benefits. This hotel properly managed can be an example of the best in private and public partnership. The hotel will provide a place to stay during events held in the city instead of having to travel to Cocoa Beach or elsewhere. This will provided positive direction on future growth here in Cocoa Village.

George Brown Jr. stated he hasn't heard of any problems of the hotel being in our city and he would like to see it move forward.

Chairperson Williams stated he had an issue about the height of the hotel but the council and planning and zoning elected for it to move forward which he respects. Even

though were at 104 Feet, he's all about the original plan. This is strictly about the agreement. This is not set in stone.

Agency Member Goins shared he has always been in the favor of the hotel. When you come to visit Cocoa you shouldn't have to leave the city to find a place to stay. He also stated he would like to get an opinion from the City Attorney on how he feels about the contract and its entirety.

Anthony Garganese noted his view on the contract is that it's consistent with direction of the agency and RFP for the most part. The agreement has an orderly process where the developer can pursue all the due diligence and present the information that's necessary to take it to the next level. He has tight time frames and obligations that has to be met. At that point you have another opportunity to have a say on conceptual development plan.

Agency Member Lanni stated in the past they have had some remarks how the hotel won't match the rest of the city. A lot of the buildings in the city of Cocoa don't match so it doesn't make a difference. Agency Member Lanni then shared as far as the height is concerned we might want to consider going high enough to hide the tower behind there.

Vice Chairperson Warner in all the years she has been involved with the eCity of eCocoa she has been involved with some pretty controversial issues. Adding a hotel would just add another layer of what the Village needs to stay viable. She then stated that she has had people say to her that they love to come visit the village but has to stay elsewhere because Cocoa Village doesn't have a place for them to stay.

Agency Member Koss shared that for the record she has always been in favor for the hotel.

John Titkanich shared the village has 65 special events which don't include weddings. Agency Member Koss and John have both had occasions of getting married in the Village and all family and friends had to stay elsewhere when if there was a hotel it probably would have been booked out from all the people. Back to what Agency Member Lanni said there is no distinct architect style in the village so it's hard to distinct. In regards to time frames there is a provision in the agreement that allows the city manager to grant extensions up to 60 days for any completion deadline.

* **MOTION by Agency member Boisvert; SECONDED by Agency member Lanni to approve the new Cocoa CRA Logo for use on social and print media for the agency.**

AYES: Williams, Boisvert, Lanni, Stewart, Koss, and Goins

MOTION CARRIED (6-0)

Lorraine Koss stated she would like for the idea of an architect review board to be put on a future~~the further~~ agenda.

VI. ATTORNEY'S REPORT:
NONE

VII. UPDATES AND STAFF REPORTS:
1. Informational Item- Project Updates
2. Informational Item- Budget Update

Charlene Neuterman stated that the updates were left out of the packets so we will have to table these items until the next meeting.

VIII. NEXT MEETING:
The next meeting for the Cocoa CRA will be a Regular Meeting, held on Wednesday, February 13, 2019 at Cocoa City Hall located at 65 Stone Street, unless a business need arises earlier.

IX. ADJOURNMENT:
*** MOTION made by Agency member Boisvert; SECONDED by Agency member Lanni to adjourn the regular meeting of January 28, 2019.**

AYES: Williams, Boisvert, Lanni, Stewart, Koss, and Goins

MOTION CARRIED UNANIMOUSLY (6-0)

MEETING WAS ADJOURNED AT 6:01 PM

Respectfully Submitted by:

Jake Williams, Chairman

Kadi Carver, Recording Secretary



Legislation Text

File #: 19-37, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 29, 2019
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Agency approval authorizing an extension of the Façade Grant in the amount of \$7,000 for 1 Oleander Street for ninety (90) days to allow the contractor to complete the work.

BACKGROUND:

On February 28, 2018, a Commercial Façade Improvement Program Grant was executed with the Wasdin Family, Ltd. To improve the exterior aesthetics of the building located at 1 Oleander Street. Improvements approved by the Agency included repair of the awning, pressure wash/paint/repair the stucco and provide directory signage for the units and custom lettering on the north wall. The total cost of the project was listed at \$15,177.95 and the Agency awarded a \$7,000 Façade Grant to Wasdin Family, Ltd., to complete the repairs. Grant funds would be dispersed upon completion and inspection of the work.

Due to unforeseen delays with the contractor and permitting, the property owner has requested an extension in order to complete the work approved in the Façade Grant. The contractor completed the stucco repair/painting and is working towards completing the awning and signage portion of the agreed scope of work.

Staff is requesting approval of a ninety (90) day extension to the Wasdin Family, Ltd. Façade Grant in the amount of \$7,000. This extension would create a new grant closeout date of May 31, 2019. The funds are currently budgeted in Fiscal Year 2019 and there is no need to re-budget the funds for an additional fiscal year.

BUDGETARY IMPACT:

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

Amount Requested \$ 7,000
Account Number 110-3230-559-83-00
Account Name Other Grants and Aids

Source of Funds: Cocoa CRA FY19 Budget - Currently budgeted and no change order is

necessary to complete this process.

PREVIOUS ACTION:

Grant awarded at the February 13, 2018 Cocoa CRA Meeting (Item V.2)

RECOMMENDED MOTION:

Agency approval authorizing an extension of the Façade Grant in the amount of \$7,000 for 1 Oleander Street for ninety (90) days to allow the contractor to complete the work.

**GRANT AGREEMENT
COMMERCIAL FACADE IMPROVEMENT PROGRAM
COCOA REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this 28 day of **February, 2018**, by and between the **City of Cocoa, Cocoa Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("Cocoa RDA") and **WASDIN FAMILY, LTD.**, a Florida Limited Partnership, whose principal address is 29 Riverside Drive #602, Cocoa, FL 32922 ("Grantee").

RECITALS:

WHEREAS, the Cocoa RDA has implemented the Commercial Facade Improvement Program (CFIP), the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners of commercial property within the Cocoa Redevelopment Area;

WHEREAS, a CFIP grant application was received by the Cocoa RDA, submitted by Grantee, regarding the property owned by Grantee and located at street address 1 Oleander Street, Cocoa, FL 32922 ("Property");

WHEREAS, a further objective of the CFIP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings in the Cocoa Redevelopment Area in order to reduce blight and make the area more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the Cocoa Redevelopment Area;

WHEREAS, the Cocoa RDA believes the CFIP will thereby stimulate increased business opportunities within the Cocoa Redevelopment Area, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the Cocoa RDA shall be on a dollar for dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, Grantee has submitted an application under the CFIP which the Cocoa RDA believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.
2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.
3. **Grant Awarded.**
 - (a) The Grantee is hereby awarded a grant pursuant to the Cocoa Redevelopment Agency CFIP. All regulations of the CFIP shall be adhered to by the Cocoa RDA and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying facade improvements under the CFIP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Seven Thousand Dollars and 00/100 (\$ 7,000.00)**, in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Cocoa RDA district. Grant funds shall only be paid by the Cocoa RDA for qualified approved facade improvements described on **Exhibit B**.
 - (b) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the Cocoa RDA only upon completion of all work. Completion of all work, as that term is utilized in this Grant Agreement, shall constitute issuance of a final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's Building Department for the facade improvement work subject to this grant. All work shall be in compliance with zoning and design restrictions applicable to the Property.
 - (c) To be reimbursed, the Grantee shall provide to the City of Cocoa Office of Economic Development on behalf of the Cocoa RDA, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) 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, 26 feet of 6' fence, one (1) 6'H x 10' W double gate; description of LED wall pack, etc.); 5) Itemized cost of work performed or material supplied; 6) 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 fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has been paid by the Grantee. The paid receipts are subject to Cocoa RDA review and approval for application to this grant. In no event shall more than 50% of the amount noted on a Cocoa RDA approved paid receipt be reimbursed to the Grantee.

(d) All work subject to this Grant Agreement must be substantially completed within 365 days of the date of this Grant Agreement.

(e) By execution of this Grant Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Grant Agreement by the Cocoa RDA Governing Board.

(f) Reimbursement shall be denied for any instance in which the terms of this Grant Agreement have been violated.

4. **Warranty of Grantee; Maintenance; Covenant Running with the Land.**

(a) Grantee agrees and warrants to the Cocoa RDA that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. The obligation to maintain the improvements for a minimum of five (5) years shall be binding upon successors and assigns and is intended to be a covenant running with the land. Grantee shall be required to sign the Covenant attached hereto as **Exhibit C**, which shall be recorded in the Public Records of Brevard County, Florida. If the Cocoa RDA determines that said improvements are not being properly maintained during said five (5) – year period, the Grantee agrees that it is liable to and shall immediately reimburse the Cocoa

RDA for the entire amount of this CFIP Grant, plus interest. Grantee shall be required to refund the amount to the Cocoa RDA within thirty (30) days of receiving the demand.

(c) The Grantee hereby agrees to pay for any costs of recordation of the Covenant in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the Cocoa RDA for filing in its records.

(d) The Grantee covenants and warrants that it shall continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils for the five-year maintenance period in such a form and amount as may from time to time be required by the Cocoa RDA, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Cocoa RDA and the original policy or policies and renewals thereof (or, at the option of the Cocoa RDA, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the Cocoa RDA as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to the Cocoa RDA and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to the Cocoa RDA. In the event of loss by reason of the hazards, casualties, contingencies and perils for which insurance has been required by the Cocoa RDA, and the Cocoa RDA, at its option, may make proof of loss if not made promptly by the Grantee.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the Cocoa RDA and the Grantee is one in which the Grantee is an independent contractor of the Cocoa RDA and not an agent, employee, joint venturer, or other partner of the Cocoa RDA or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the Cocoa RDA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Grant Agreement.

7. **Record retention; Public records; Accounting; Inspection.**

(a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (365 days = 1 year) after final payment by the Cocoa RDA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the Cocoa RDA.

(b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Cocoa RDA, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of Cocoa RDA or the Grantee, and may not be destroyed without the specific written approval of the Cocoa RDA's designated custodian of public records. The Grantee shall provide the Cocoa RDA, upon request from the Cocoa RDA, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the Cocoa RDA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the Cocoa RDA or any other person, the Cocoa RDA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the Cocoa RDA or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the Cocoa RDA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the Cocoa RDA must enforce this Section, or the Cocoa RDA suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the Cocoa RDA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the Cocoa RDA, for enforcing this Section against Grantee. And, if applicable, the Cocoa RDA shall also be entitled to reimbursement of all attorneys' fees and damages which the Cocoa RDA had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the Cocoa RDA or its authorized representatives at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the Cocoa RDA to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the Cocoa RDA. Prior to making any final determination of misspending or failure to comply with this Grant Agreement by the Grantee, the Cocoa RDA shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) Cocoa RDA staff is authorized to conduct an inspection of the property at anytime during regular business hours of the property to ensure improvements are maintained in accordance with this Grant Agreement. The Cocoa RDA agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the Cocoa RDA, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which Cocoa RDA funds might be reimbursed pursuant to this Grant Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Cocoa RDA, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Cocoa RDA or its

employees, officers, and attorneys which may result from the acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the Cocoa RDA shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE COCOA RDA:

Cocoa Redevelopment Agency
c/o The City of Cocoa
Office of Community Development
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

Wasdin Family, Ltd.
29 Riverside Drive #602
Cocoa, FL 32922

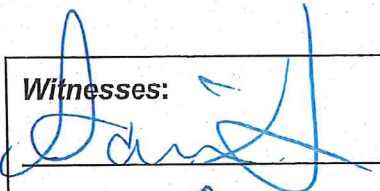
Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. **Interpretation.** Both the Cocoa RDA and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.

11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.
12. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.
13. **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the Cocoa RDA determine that the Grantee must reimburse the Cocoa RDA in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the Cocoa RDA as to any related litigation or controversy.
14. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.
15. **Sovereign Immunity.** The Cocoa RDA intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the Cocoa RDA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the Cocoa RDA's potential liability under state or federal law. As such, the Cocoa RDA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the Cocoa RDA shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.

16. **Headings.** The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

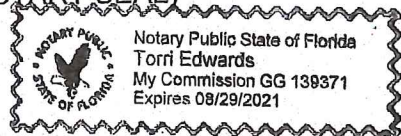
IN WITNESS WHEREOF, the Cocoa RDA and Grantee have set forth their signatures on the day and year written below.

Witnesses:  Print Name: <u>Paula Singleton</u> Print Name: _____	GRANTOR: COCOA REDEVELOPMENT AGENCY, Florida Community Redevelopment Agency pursuant to Section 163.330 <u>et</u> <u>seq.</u> , Florida Statutes. By:  John A. Titkanich, Jr., City Manager
---	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 7th day of March, 2018 by **John A. Titkanich, Jr.**, City Manager of COCOA Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)




Notary Public Signature
Torri Edwards
Typed or Printed Notary Name

[This area left intentionally blank, signatures on next page]

Witnesses: <u>Donna Lygowe</u> Print Name: <u>DONNA Lygowe.</u> <u>Tim Edmunds</u> Print Name: <u>Tim Edmunds</u>	GRANTEE: <u>Th. E. Wasdin</u> Print Name: <u>Thomas E. Wasdin</u> Title: <u>President</u>
--	---

STATE OF Florida
 COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 1st day of March, 2018 by Thomas E. Wasdin, _____ of WASDIN FAMILY, LTD., who executed the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

Andrea Pelecki
 Notary Public Signature
Andrea Pelecki
 Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address(es): 1 Oleander Street, Cocoa, FL 32922

Owner: Wasdin Family, Ltd.

Legal Description of Real Property:

The East 120 feet of the North 28 1/2 feet of Block 13, HARDEES PLAT OF INDIAN RIVER CITY, according to the Plat thereof, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida.

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 7,000.00

<u>Items to be Improved Pursuant to Approved Grant</u>	<u>Cost of Items to be Improved</u>
1) Awning Repair	\$5,350.00
2) Pressure Wash, Paint and Repair All Cracks in Stucco	\$8,881.00
3) Directory Signage for units and Custom Lettering for North Wall	\$946.95
	<u>Total: \$ \$15,177.95</u>

EXHIBIT C
Restrictive Covenants

RESTRICTIVE COVENANTS
Commercial Façade Improvement Program
Cocoa Redevelopment Agency

THESE COVENANTS are entered into this 28 day of February, 2018, by Wasdin Family, Ltd., hereinafter referred to as the Owner, and shall be effective for a period of five years from the date of recordation by the Clerk of the Circuit Court of Brevard County, Florida.

RECITALS

WHEREAS, the Owner is the fee simple titleholder of the Property located at 1 Oleander Street, Cocoa, FL 32922, Cocoa, Brevard County, Florida, as legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, the Owner is a grant recipient and is to receive Commercial Façade Improvement Program assistance funds administered by the Cocoa Redevelopment Agency, 65 Stone Street, Cocoa, Florida 32922, hereinafter referred to as the Cocoa RDA, in the amount not to exceed **\$(7,000.00)**, to be used for the improvement of the Property of the Owner as described in Exhibit A; and

WHEREAS, said Cocoa RDA funds have been or will be expended for the purpose of improving the façade of the building(s) located on Owner's Property in order to reduce blight and make the Cocoa Redevelopment Area more conducive to private investment; and

NOW THEREFORE, as part of the consideration for the Cocoa RDA grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees to maintain and preserve all improvements located on the Property approved for grant funding by the Cocoa RDA.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Cocoa RDA.
3. The Owner agrees that any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Cocoa.
4. The Owner agrees that the City of Cocoa, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of five years from the date of recordation, and that if the restrictions are violated within the five year period, the Cocoa RDA shall be entitled to demand return of the entire grant amount, plus interest at the promulgated Prime rate at the time of default, which shall be refunded within thirty (30) days of receiving the demand .

6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Brevard County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agrees that the Cocoa RDA shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Donna Lynne
Witness Signature

Donna Lynne
Witness Name Typed/Printed

Donna Lynne
Witness Signature

Donna Lynne
Witness Name Typed/Printed

Th. E. Wasdin
OWNER

29 Riverside Dr. #602
Owner's Address

Cocoa FL 32922
City State Zip

The State of Florida
County of Brevard

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Thomas E. Wasdin personally
(Name)

appeared as Thomas E. Wasdin for Wasdin Family LTD.
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced FL Drivers License

Executed and sealed by me at Cocoa, Florida on 3/1, 2018.

Andrea Pelecki
Notary Public in and for

The State of Florida

My commission expires: 4/16/22

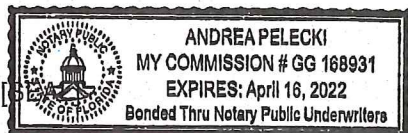


EXHIBIT A – RESTRICTIVE COVENANTS
Legal Description of Property

The East 120 feet of the North 28 1/2 feet of Block 13, HARDEES PLAT OF INDIAN RIVER CITY, according to the Plat thereof, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida.

Donna Lynne
Wasdin Family Ltd.
29 Riverside Dr.,
Cocoa, FL 32922
CRA Board
City of Cocoa
65 Stone St.,
Cocoa, FL 32922

RE: CFIP Extension Request for 1 Oleander St.

To Whom It May Concern,

We are writing in regards to the completion of our Facade Grant project at 1 Oleander Street in Downtown Cocoa Village. We wish to request an extension of 90 days to complete the project proposed for a grant through the Commercial Facade Improvement Program for our building. Due to unforeseen delays with a contractor and permits, we find that an extended completion deadline is necessary.

We understand, according to the contractor that there has been a transition within the City of Cocoa, which may have contributed to delays in permit approval. We have worked diligently to make our building shine in Cocoa Village and we look forward to working with the City of Cocoa's permitting department to accomplish our goals of completion and improvement to our Historic Downtown area.

The two remaining items to be completed in the project are the signage and the awnings, all other items have been completed.

We appreciate your continued support and service to the Cocoa Village community, which we are a proud part of.

Thank you in advance for your time and consideration on the matter. We look forward to hearing from you as we move forward to successful completion of our Facade Improvement.

Sincerely,

Donna Lynne
Operations Manager
321-480-1425



Legislation Text

File #: 19-38, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 29, 2019
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve a Budget Transfer in the amount \$13,529 to cover Agency Legal Fees and the purchase/installation of additional security lighting for the Lee Wenner Park Riverfront Connector (CD18LW).

BACKGROUND:

During the budget preparation process, staff budgeted funds for Legal Fees not anticipating the additional expenses required by the Agency Attorney to consult with staff and review and prepare the necessary legal instruments necessary for the Agency to complete negotiations for the 603 Brevard project leading up to the Redevelopment Agreement to construct a hotel on the site. The invoice for December 2018 was \$4,015.50, much of this a result of consultation expenses for the 603 Brevard hotel project and preparation of the detailed Redevelopment Agreement which has now been approved by the Agency Board. With nine months remaining in the fiscal year, it is anticipated that the legal fees will exceed the budgeted amount of \$10,000. Therefore, a budget transfer is necessary to move \$3,529 into the account to cover the remaining fiscal year.

In addition, after the opening of the Lee Wenner Park Riverfront Connector, it was determined that more lighting would be necessary at the north corner of the walkway, near the west bound SR520 lane. Staff from the Public Works Department received a quote for additional lighting in the amount of \$13,061.44. This is the same contractor that provided and installed the current lighting on the walkway. The CRA Board approved \$10,000 for safety and security enhancements at Lee Wenner Park in the FY2019 Adopted Budget. Staff anticipates additional work will be necessary related to other security and safety enhancements. \$1444 has been spent out of the budget in FY 2019. By increasing the budget \$10,000 and committing \$13,061 to the lighting, approximately \$5,000 will remain to utilize for the additional improvements anticipated.

Staff requests approval for a Budget Transfer in the amount of \$13,529 to cover CRA Legal Fees and the purchase/installation of additional security lighting for the Lee Wenner Park Riverfront Connector (CD18LW).

BUDGETARY IMPACT:

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

Budget Amendment 19-058

Amount Requested \$ (10,000)
Account Number 110-3230-559-34-00
Account Name Contract Services

Amount Requested \$ (2,478)
Account Number 110-3230-559-40-00
Account Name Travel & Per Diem

Amount Requested \$ (1,051)
Account Number 110-3230-559-55-00
Account Name Training

Amount Requested \$ 10,000
Account Number 110-3230-559-63-00
Account Name Infrastructure
Project Number CD18LW

Amount Requested \$ 2,478
Account Number 110-3230-559-31-01
Account Name Legal Fees

Amount Requested \$ 1,051
Account Number 110-3230-559-31-01
Account Name Legal Fees

Source of Funds: Cocoa CRA FY 2019 Budget

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Budget Transfer in the amount \$13,529 to cover Agency Legal Fees and the purchase/installation of additional security lighting for the Lee Wenner Park Riverfront Connector (CD18LW).



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

To: CITY OF COCOA COMM/DATA
65 STONE ST
COCOA FL 32922
Attn: GARY PALMER
Phone: 321-639-7500
Fax:
Email: AMANDA.FERGUSON@GRAYBAR.COM

Date: 01/15/2019
Proj Name: LEE WENNER BRIDGE ADD
GB Quote #: 0231833213
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 01/15/2019
Valid To: 02/14/2019
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		2 EA	RAB ELEC MFG	ALED2T125N	LED LIGHT	\$647.73	1	\$1,295.46
200		2 EA	RAB ELEC MFG	BTA4-XL	ADAPTER	\$54.55	1	\$109.10
300		1 EA	SEMINLE POLE	SP2620TII	25FT POLE	\$1,422.97	1	\$1,422.97
400		1 EA	SEMINLE POLE	ENGINEERED WIND CALCS		\$608.11	1	\$608.11
500		1 EA	CHROME ELECTRIC LLC	INSTALLATION		\$9,625.80	1	\$9,625.80

Item Note:
INCLUDES:
Installation of two poles with heads
Extend power from existing hand hole over to new poles

EXCLUDING:
Painting, Bonding or Permit (added if needed), Any Fire Alarm interconnections

NOTE:
Price includes payroll tax, insurance and required documentation.

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 COMM/DATA
65 STONE ST
COCOA FL 32922
Attn: GARY PALMER

Date: 01/15/2019
Proj Name: LEE WENNER BRIDGE ADD
GB Quote #: 0231833213

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): \$13,061.44

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 COMM/DATA
65 STONE ST
COCOA FL 32922
Attn: GARY PALMER

Date: 01/15/2019
Proj Name: LEE WENNER BRIDGE ADD
GB Quote #: 0231833213

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 of the goods ("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 shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
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.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments 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 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 the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in 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. 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 APPLICATIONS OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE 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 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.
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 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 60-250.5 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.

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 2019 - 19-058

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER		REQUESTING DEPARTMENT #: 3230	DATE PREPARED: 01/29/19				
'FROM' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 10,000)	110-3230-559.34-00		Contract services	\$ 275,000	\$ 275,000	\$ 265,000	\$ 219,049
(\$ 2,478)	110-3230-559.40-00		Travel & Per Diem	\$ 4,232	\$ 4,232	\$ 1,754	\$ 1
(\$ 1,051)	110-3230-559.55-00		Training	\$ 1,890	\$ 1,890	\$ 839	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 13,529)	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0
'TO' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 10,000	110-3230-559.63-00	CD18LW	Infrastructure	\$ 330,000	\$ 332,000	\$ 342,000	\$ 331,322
\$ 3,529	110-3230-559.31-01		Legal expenses	\$ 10,000	\$ 10,000	\$ 13,529	\$ 3,529
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 13,529	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0
REASON/JUSTIFICATION FOR ADJUSTMENT: This budget transfer is necessary to install additional security lights at Lee Wenner Park along the Riverfront Connector (under the bridge) and for legal fees associated with Cocoa CRA activity. The legal fees are at 40% expended and it is anticipated with the 603 Brevard Ave. project, additional legal fees will be necessary for the redevelopment agreement, leading up to the development agreement. There were only enough funds budgeted to cover Cocoa CRA meetings and minimal attorney consultation for FY2019. This transfer will go to the Cocoa CRA Meeting Scheduled for February 13, 2019 (Agenda 19-038).							
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.							
1/29/19	Charlene Neuterman	2/5/19	Lea Taylor	Digitally signed by Lea Taylor Date: 2019.02.05 09:55:26 -0500	Finance Approval Signature	Date	Finance Director's Signature
1/29/19	Nancy Bunt	2/5/19	Lora Howell	Digitally signed by Lora Howell Date: 2019.02.05 09:27:10 -0500	Requestor's Signature	Date	City Manager's Signature
					Department Director's Signature	Date	
FINANCE USE ONLY: Date Entered: _____ Entered By: _____ Group #: _____							



Legislation Text

File #: 19-41, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 29, 2019
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Commercial Façade Improvement Program Grant application in the amount of \$10,000 for JLM Property Holdings, LLC located at 717 S. Cocoa Blvd.

BACKGROUND:

JLM Property Holdings, LLC, submitted a Commercial Façade Improvement Program Grant Application on January 18, 2019 for approval. The property address is 717 S. Cocoa Blvd. They desire to make the following improvements to their building:

- Replace storefront glass and entranceway modifications.

Per the application the owner is proposing the total amount of the façade project will be \$24,875.00. In addition to the façade improvement the owner will also be making numerous repairs/rehabilitation to the property at a total project cost of \$291,000.00. The applicant submitted all required documentation and the amount of grant funds requested in \$10,000. The Cocoa CRA has \$57,000 budgeted in the Fiscal Year 2019 budget to award Façade Grants throughout the fiscal year. Since the beginning of FY 2019, 1 award for \$10,000 has been granted and \$7,000 is allocated for a project that started in FY 2018. If this grant is awarded, \$30,000 will still be available for future awards. Staff requests approval of the grant application in the amount of \$10,000.

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>Other Grants & Aids</u>

Source of Funds: Cocoa CRA FY 2019 Budget

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Commercial Façade Improvement Program Grant application in the amount of \$10,000 for JLM Property Holdings, LLC located at 717 S. Cocoa Blvd.

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



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 (property on Brevard Ave., Delannoy Ave. and Harrison St. are ineligible). 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: Michelle & James Gradient
Applicant Name: Michelle Gradient
Phone Number: 321 482-6090
Mailing Address: 550 S. Banana River Dr. Apt 201 Merritt Island FL 32952
Property Address: 717 S. Cocoa Blvd Cocoa FL 32922
Business Name: JLM Property Holdings LLC

Description of planned improvements:

Storefront Glass and Entrances
See Pages 3 and 11 for detail & drawings in the
"10-23-18 - City Revision Set 717 Bldg" attached
file. Pages 8-9 of the "JAG Contract 6.4.18 - Signed
717 Bldg Kinleg Construction" file has cost detail.

Total Project Cost: \$24,875
Grant Funds Requested: \$10,000

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]
Signature of Owner/Applicant

1-14-19
Date

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

Application Requirements

- ✓1. Copy of Deed/Proof of Ownership
- ✓2. Copy of City local business tax receipt *in process*
- ✓3. Color Photographs/Slides of Current Condition
- ✓4. Site Survey (required ONLY in the case of landscaping improvements)
- ✓5. Estimates/quotes/bids for all costs associated with the project ("Sweat equity" hours will not be credited.)
- ✓6. Complete, written scope of rehabilitation work
- ✓7. Complete, written description of the projects ability to meet the design criteria for funding outlined on the third page of this application
- ✓8. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. (The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and sub-contractors have been paid in full.)
- ✓9. Proof of insurance coverage (Please ask your insurance agent to send the Accord Form) *Robyn Greene*

Program Guidelines

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

- Own the subject property (property owners may designate a tenant as their agent, but the owner shall sign the CFIP Application);
- Own property in a commercially zoned area within the Cocoa CRA that is not used solely 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:

- 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;
- Property on Brevard Ave., Delannoy Ave., and Harrison St.
- Non-profit corporations, unless (1) 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

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

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

- 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

Application Process

The Application will be processed in the following manner:

1. The Office of Economic Development will review all filed Applications for completeness and will return any Application that is not deemed complete.
2. A site inspection must be scheduled by the City of Cocoa 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.
3. The Office of Economic Development will evaluate all filed Applications in accordance with the above-described priorities and requirements of this Policy.
4. Completed and evaluated Applications will be scheduled for consideration by the Cocoa CRA
5. Applicants shall be present and prepared to discuss the proposed improvements.



EXHIBIT "B"

DRAW SCHEDULE

<u>Cost Code</u>	<u>Item</u>		<u>Value</u>
01-012	General Conditions	\$	42,876.94
02-740	Flexible Pavement - Asphalt	\$	6,480.14
03-230	Anchor Bolts - ALLOWANCE	\$	1,000.00
03-300	Footings	\$	3,456.07
05-100	Structural Metals - ALLOWANCE	\$	35,000.00
07-200	Insulation	\$	5,058.83
07-240	EIFS - ALLOWANCE	\$	25,210.00
08-100	Exterior Doors	\$	2,592.06
08-200	Wood Doors	\$	17,280.37
08-300	Specialty Doors	\$	7,560.16
* 08-400	Storefronts and Entrances - ALLOWANCE	\$	24,875.00
09-250	Gypsum Wallboard Assemblies	\$	46,426.43
15-100	Plumbing Budget - ALLOWANCE	\$	12,150.00
15-700	HVAC - ALLOWANCE	\$	19,067.00
16-100	Electrical Budget - ALLOWANCE	\$	36,467.00
16-500	Light Fixtures - ALLOWANCE	\$	5,500.00
TOTAL		\$	291,000.00

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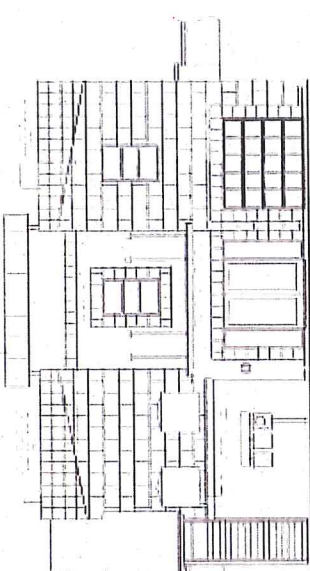
PHOENIX
ARIZONA
DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT

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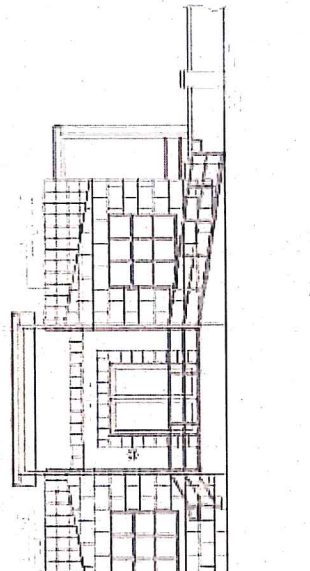
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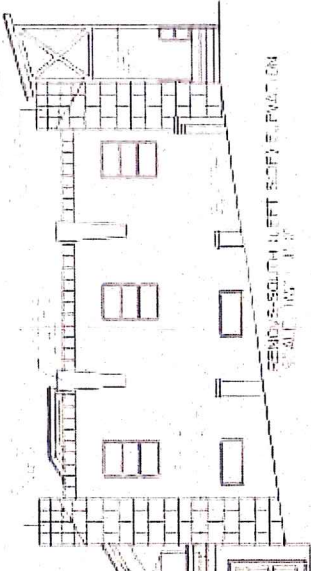
REMOVES WEST ELEVATION
SCALE: 1/4" = 1'-0"



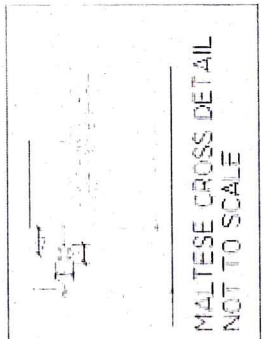
REMOVES NORTH ELEVATION
SCALE: 1/4" = 1'-0"



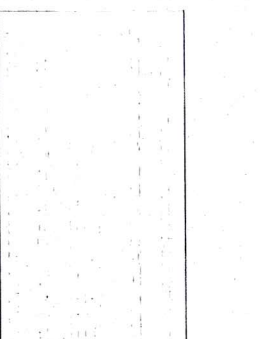
REMOVES EAST ELEVATION
SCALE: 1/4" = 1'-0"

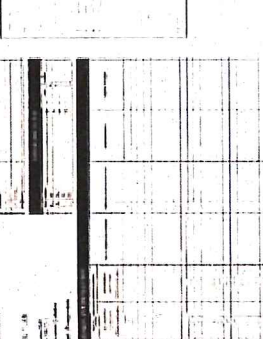


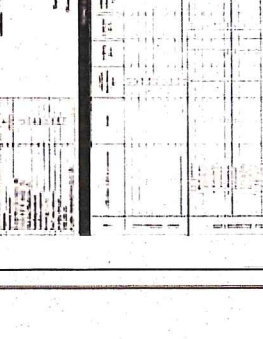
REMOVES SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



MALTESE CROSS DETAIL
NOT TO SCALE







24'-0"

12'-0"

10'-0"

10'-0"

10'-0"

10'-0"

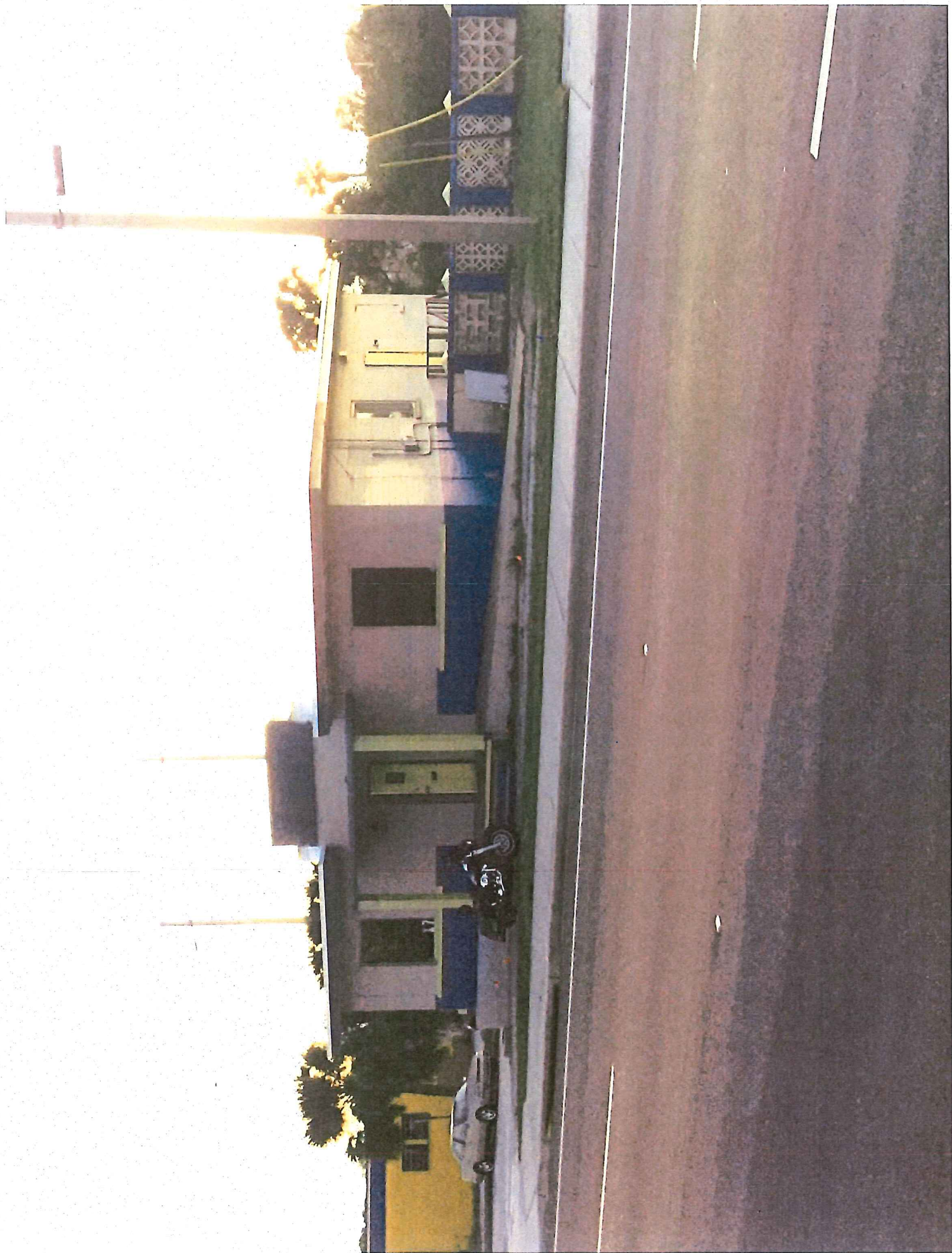
44'-0"

22'-0"

PROPOSED BUILDING FOOTPRINT

SITE PLAN







§ State of Florida
 § County of Brevard

AGREEMENT BETWEEN OWNER AND CONTRACTOR STIPULATED LUMP SUM

PROJECT: 717 Office Suites

Agreement made this 4th day of June, 2018, BETWEEN JLM Property Holdings LLC, herein called the "Owner", and Kinley FLA, LLC, herein called the "Contractor". This Agreement shall be referred to herein as "Contract" and or "Agreement".

The OWNER and CONTRACTOR agree as set forth below:

ARTICLE I – "THE WORK"

The Contractor shall provide general administration of the Contract, shall in the first instance interpret the requirements of the Contract Documents and shall perform all the Work required by the Contract Documents for the following, notwithstanding "Contract Qualifications" provided in Exhibit "A" attached hereto:

Summary Description of Work

- Scope of work is based on the attached "Exhibit C" and "Exhibit D"

ARTICLE II – "TIME"

The Work to be performed under this Contract shall be commenced within ten (10) working days after issuance of construction permit. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable delay in deliveries, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, no claim shall be made against the Contractor for damages for delay. Construction is scheduled to be complete within nine months of permit issuance.

ARTICLE III – "CONTRACT SUM"

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, in current U.S. funds, the Contract sum of Two Hundred Ninety One Thousand Dollars and 00/100 (\$ 291,000.00).

ARTICLE IV – "PROGRESS PAYMENTS"

The Contractor shall provide a contract payment breakdown referred to as a "Draw Schedule" as provided in Exhibit "B" by construction phase or trade which shall be used to evaluate Progress Payments according to percentage of completion. Based upon "Applications for Payment" submitted to the Owner by the Contractor, the Owner shall make Progress Payments on account of the Contract Sum to the Contractor pursuant to Article 20 of the General Conditions. Progress payment due 10 days after receipt of requisition on approved Pay Application form.

ARTICLE V – "FINAL PAYMENT"

The Owner shall make final payment of the Work, provided the Contract is then fully performed, subject to the provisions of Article 20 of the General Conditions. Final payment will be due upon receipt of Certificate of Occupancy from the responsible municipality.


 Owner 1 Initials
 
 Owner 2 Initials
 
 Kinley Initials



ARTICLE VI – ENUMERATION OF “CONTRACT DOCUMENTS”

The “Contract Documents” are provided on Exhibit “C” and enumerated as follows:

- Agreement between Owner and Contractor dated: 6/04/18
- Drawings and specifications for construction prepared by: RKE Enterprises (Exhibit “C”)
- General Conditions dated: 6/04/2018
- Draw Schedule: (attached as Exhibit “B”)
- Addendums dated: N/A (Exhibit “C”)

ARTICLE VII – “OWNER’S REPRESENTATIVE”

Should the Owner elect to designate a Representative to act in his stead to oversee the Work, he shall be named as follows: N/A. The Representative shall make regular and timely visits to the worksite to observe progress and quality of the Work and to ascertain compliance with the Contract Documents. The Owner’s Representative will make all decisions on behalf of the Owner as required, but will not be responsible for construction means, methods, techniques, sequences, or procedures.

ARTICLE VIII – “GENERAL CONDITIONS”

This Contract is subject to the General Conditions attached hereto and made a part of this Contract.

The Contract Documents shall be signed in no less than duplicate by the Owner and the Contractor. This Agreement executed the day and year first written above.

Michelle Gadiant

Owner 1 (Print Name)

James Gadiant

Owner 2 (Print Name)

Michelle Gadiant

Signature 1:

James Gadiant

Signature 2

October 3, 2018 | 11:38 AM EDT

Date

Kinley FLA, LLC

Contractor

DocuSigned by:

Ron Hyatt

Signature

October 9, 2018 | 10:37 AM EDT

Date

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Owner 1 Initials

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Owner 2 Initials

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Kinley Initials

Contract Agreement – 717 Office Suites

Page 2 of 10



GENERAL CONDITIONS

These Contract General Conditions, dated June 4th, 2018 are for construction of the 717 Office Suites project by and between Kinley FLA, LLC (CONTRACTOR) and JLM Property Holdings LLC. (OWNER).

1. GENERAL. Acceptance of the "Agreement Between Owner and Contractor" (herein referred to as "Agreement" and or "Contract") of which these General Conditions are a part thereof, shall constitute an agreement between the Owner and the Contractor to all the provisions and conditions contained herein, subject, however, to satisfactory credit arrangements.
2. OWNER'S RIGHT TO BUILD. The Owner warrants and represents he has sufficient funds to finance the work and that he owns or has a right to construct buildings on the property upon which the building is to be constructed or other work done, and further warrants that said Work will not violate any restrictions, zoning ordinances, or other laws. The Owner agrees to indemnify and hold the Contractor harmless from all loss, damage, or liability resulting from the foregoing representations and warranties including any loss or damage as a result of any environmental hazards, violations or other issues relating thereto.
3. PROPERTY BOUNDARIES AND DESCRIPTIONS. Unless otherwise set forth in the Agreement, the Owner will provide the Contractor the location of the corner stakes of the property and will furnish the plot plan showing the boundary dimensions and angles of the property and the proposed location of the foundation of the building or other work to be performed, and all necessary information concerning rights of way, easements, utilities and restrictions, and other relevant data pertaining to the site and existing structures on the premises, and the Contractor shall not be responsible for encroachments of any type thereon. Owner must guarantee access to the building site from a public thoroughfare.
4. PERMITS. The Contractor will secure and/or pay for all permits, fees, or levies required by law for the building construction. The Owner agrees to reimburse the Contractor for the cost thereof, in addition to the Contract Sum, except for such items specifically included in the Agreement in Exhibit "A" – Contract Qualifications.
5. FOUNDATIONS BY OTHERS. If foundation work is not included in this Agreement, it is the Owner's responsibility to provide a level and true foundation, adequate for the building structure. Contractor assumes no responsibility for the foundation design, the quality of workmanship in the construction of the foundation, the inspection or approval of the foundation or the accuracy of anchor bolt settings, unless specifically provided for in this Agreement. If Contractor finds inaccuracies or deficiencies in anchor bolts or foundation work by others, or is required to alter the building parts to make them fit such anchor bolts or foundation work, the Owner shall be notified, and if he instructs Contractor to make necessary corrections, Contractor shall be reimbursed for the cost of material and labor used and a reasonable overhead and profit. In any event, the Owner will reimburse the Contractor for the cost of time wasted or lost by the construction crew and equipment, and a reasonable overhead and profit.
6. DRAWINGS AND SPECIFICATIONS. The Owner shall provide the Contractor with design drawings of sufficient detail and completeness to accurately describe the scope of work for all intended construction. The Owner shall also furnish any specifications intended to clarify or to incorporate specific details into the construction. Drawings or specifications which were not available to the Contractor or listed in Article VI of the "Contract", prior to the signing of this Contract are hereby not included as part of this Agreement. The Contractor shall not be liable or responsible for any design, structural engineering or mechanical and electrical engineering of the Work.
7. DELIVERY AND COMPLETION. Prices quoted include the transportation charges, and the unloading of all the materials provided by Contractor, Owner provided materials are not included unless specifically stated in Exhibit "A" – Contract Qualifications. The Contractor shall not be liable for loss, damage, delay or failure of

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delivery and/or labor, casualties, delays in transportation, or any other causes beyond his control, nor liable for consequential damages from any cause whatsoever.

As used in this Agreement, "Substantial Completion" shall mean the date on which the Owner begins to occupy the premises or to move his equipment or property onto the premises, or the date on which the Contractor notifies the Owner in writing, as evidenced by a Certificate of Occupancy, of the completion of the building, whichever occurs first.

Any completion time stated in this Agreement will be computed from the date Owner signs the Agreement, or the date permits are issued, whichever is later.

8. **PRICES.** Prices quoted are based on costs currently in effect on date of Contractor's Original Proposal on such items as wage scales, hours of service, materials, applicable taxes, federal or state regulations, and freight rates. If, prior to acceptance of this Agreement by the Owner, any changes should occur in such costs, Contractor will advise Owner of the estimated changes in such costs, including a reasonable overhead and profit, which are to be added to or deducted from prices shown in the Agreement.
9. **OVERTIME.** This Agreement is based on labor rates at the Project location for an eight-hour day and a forty-hour week, or shorter work period as may be regularly established. If the Owner orders overtime work, which will require premium pay, the Contractor will be entitled to add such premium pay to the Contract Sum, plus a reasonable overhead and profit. Should the Contractor elect to perform overtime work at his sole discretion, it shall be at no additional costs to the Owner.
10. **CHANGES.** If the Owner orders extra work or makes changes altering, adding to or deduction from the Work hereby referred to as "Change Order" as set forth in this Agreement, the price and completion date quoted shall be adjusted accordingly. The price adjustment shall include costs of engineering, shipping, manufacturing performed, materials purchased, extra construction expense, extra supervision and administration expense of 12% and reasonable profit of 10%. The adjustment in completion date shall include time lost in reengineering the Work and in rescheduling production, delivery and construction. Such adjustments or Change Orders shall be agreed to in writing by the Owner and the Contractor before starting the extra work or implementing the changes. The Owner agrees to pay any and all additional Change Order Amounts to the Contractor upon the execution of the Change Order.
11. **OBSTRUCTIONS AND UNFORSEEN CONDITIONS.** Should concealed, unusual, unexpected, and/or unrecorded conditions be encountered either overhead or under the surface, including but not limited to existing structures, overhanging trees, or power, telegraph, or telephone wires which interfere with normal erection procedures, Contractor will advise Owner of conditions encountered and if Owner instructs the Contractor to perform the necessary work to overcome such conditions Owner will reimburse the Contractor for the extra expense occasioned thereby. If power lines are in such close proximity to the erection site as to interfere with the free and safe operation of erection equipment, Owner at his own expense will arrange for the Power company to insulate, sheath, move or disconnect such power lines temporarily, or take such other steps as are necessary to permit free and safe operation of the erection equipment in the performance of this Agreement. The Contractor will assist the Owner in making the arrangements for the above work.
12. **CLEAN-UP.** The Contractor shall, at the completion of the Work, remove from the premises all rubbish, implements and surplus materials left over, which materials remain Contractor's property. Contractor shall require his subcontractors to observe this provision, but shall not be responsible for such clean-up following work by other persons, whether or not Contractor has consented to such other persons working on the premises during the performance of this Agreement.
13. **OCCUPANCY.** The Owner agrees not to interfere with the progress of the Work and not to occupy any portion of the building until the construction is completed. The Owner shall not occupy, or attempt to occupy, any portion of the building until the Contractor provides the required Certificate of Occupancy and has received from the Owner final payment. In the event a portion or all of the building is used or occupied by the

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Owner without providing written acceptance, then such use or occupancy shall be conclusive proof of final acceptance thereof by the Owner and the Owner shall immediately remit to Contractor all remaining balances due under the Contract including all Change Orders requested by Contractor.

14. LIMITED GUARANTEES.

- (A) Materials Guarantee: The Contractor guarantees for a period of **one year** from the date of substantial completion to correct by repair or replacement any part of the material described in this Agreement which may be defective in material or workmanship, but will not be responsible for consequential damages or any further loss resulting from such defect. The Owner shall give the Contractor written notice of any such defect promptly upon discovery.

Except to the extent of the guarantee given by the actual manufacturer, this guarantee does apply to parts requiring replacement because of natural wear and tear, nor to products, accessories, parts or attachments which were not manufactured or supplied by the Contractor or its Agents. "Agents" shall mean any and all Sub Contractors and or Suppliers. The Contractor nor its Agents do not guarantee any part or product to meet local, municipal, State or National laws, codes, or regulations unless specifically stated in this Agreement. All Owner provided materials are not covered under this guarantee including Contractor's portion of labor thereof.

- (B) Workmanship Guarantee: The Contractor guarantees that the erection shall be performed in a workmanlike manner and makes no other guarantee, express or implied, with respect to the erection unless specifically stated in this Agreement. The Contractor will correct any defects due to faulty workmanship in erection which may develop within **one year** from the earlier of the date of substantial completion, Owner Occupancy or Certificate of Occupancy of the building. Contractor or its Agents shall not be liable for any other damages, direct or consequential, which the owner may suffer by reason of such defect.

- (C) Paragraphs 14(A) and 14(B) above set forth the only guarantee upon which this Contract is made. Such warranty is given expressly and in lieu of all other warranties, express or implied, or merchantability and fitness for a particular purpose. The Contractor shall have no responsibility for engineering or architectural design unless expressly contracted for under specific terms of this Agreement.

15. **BUILDER'S RISK INSURANCE.** The Owner shall obtain insurance and indemnity Contractor against loss by fire, lightning, removal, and all extended coverage perils, vandalism and malicious mischief, earthquake, and any other insurance which the Owner deems necessary upon the work covered by this Agreement, for the full insurable value thereof. Such insurance shall also cover the following items whether they are in or adjacent to the structures insured; materials in place or to be used as part of the permanent construction, including surplus materials, temporary structures insured. Materials in place, stored or to be used as part of the permanent construction, including surplus materials, temporary structures, scaffolding, protective fence, bridging, forms miscellaneous materials and supplies necessary to the work. Insurance need not cover tools owned by workmen or trade tools or equipment owned or rented by the Contractor. The Owner shall name the Contractor as additionally insured and shall furnish a certificate of insurance or other satisfactory evidence of such insurance coverage to the Contractor.

16. **CONTRACTOR'S INSURANCE.** The Contractor shall obtain, and see that his subcontractors obtain, Workmen's Compensation insurance covering all of their respective employees on work covered by this Agreement and Comprehensive General and Automobile Liability insurance. Certificates of such insurance shall be furnished to the Owner if he so requires.

17. **CREDITS.** No amount for labor, material or equipment furnished by the Owner shall be allowed as a credit under this Contract unless authorized in writing by the Contractor.

18. **TAXES.** The stipulated sum of the Contract includes sales/use taxes on the materials to be incorporated in the Work. The Owner agrees to pay the Contractor in addition to the Contract Sum, the amount of any sales, use, occupation, excise, or similar taxes which may become due by reason occupation, excise, or similar

Owner 1 Initials: MS Owner 2 Initials: JS Kinley Initials: KA



taxes which become due by reason of this Contract, and by a specific ruling by the taxing authority in addition to the tax on materials. In case of any controversy as to whether this transaction is taxable, the Owner agrees to remit the amount of the tax to the Contractor pending a final ruling by the taxing authority, and to accept such ruling as final unless he shall contest it at his own expense.

19. **CANCELLATION CHARGES.** In the event of cancellation of this Agreement by the Owner, the Contractor will confirm cancellation by telegram or register letter, and Owner agrees to reimburse the Contractor for actual costs and damages incurred by the Contractor, including but not limited to engineering special fabrication expense, purchased materials, all work performed, other related expenses, and a reasonable overhead profit.
20. **PAYMENT DUE DATE.** **All Progress Payments and Contractor invoices are due on or before the 5th business day following each Contractor's Progress Payment or Contractor's invoice date in accordance with this Agreement.** Any amount not paid on this date due will bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is higher, until paid, plus all costs of collecting said amount due, including all court costs and attorney's fees. Contractor reserves the right at any time to require from Owner satisfactory evidence for payment performance or Owner's obligation to pay the balance due or to become due hereunder. Owner hereby grants Contractor a contractual lien on all Owner's property to secure all Progress Payments. Contractor shall also have any and all statutory lien rights including all other lien rights on Owners property permitted by law.
21. **ALLOWANCES.** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances listed on Exhibit "A", shall cover all costs to the Contractor of materials, equipment, labor and taxes to install the work. Overhead and profit are included in the Contract Sum and not in allowances. Whenever the cost of an item of work is more or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order.
22. **WATER WELL.** In the event the drilling of a water well is included in the scope of work of the Agreement, no guarantee is included or implied as to the quantity or quality or water produced.
23. **VENUE.** All issues and disputes relative to the execution, validity, interpretation, legal venue, and performance of this Agreement shall be governed by the laws of the State of Florida, Brevard County.
24. **NOTICES.** All notices required to be given pursuant to the terms hereof shall be sent by certified mail, postage prepaid, return receipt to the parties hereto at the following address:

TO: Kinley FLA, LLC
3401 N. Courtenay Pkwy
Merritt Island, FL 32953
ATTN: Luke Crisafulli
25. **ARBITRATION.** Any controversy, claim, or dispute arising out of or in connection with this Agreement, shall upon written request of either party, be settled by arbitration in accordance with the rules obtained by the American Arbitration Association (AAA) and judgment upon the award rendered under such arbitration may be entered in the highest court of any forum, state or federal, having jurisdiction. The Parties agree that the AAA judgment is final and neither Party may appeal the decision.
26. **AMENDMENT.** This Agreement may be amended from time to time by an instrument in writing signed by all those who are parties to this Agreement at the time of such amendment, such instrument being designated on its face as an "amendment" to the Agreement.
27. **WAIVER.** The failure of any party to insist in one or more instances upon the performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right

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granted hereunder or of the future performance of any such term or condition, but the obligation of any party with respect thereto shall continue in full force and effect.

28. NON-WAIVER. Notwithstanding anything contained in this Agreement including any and all changes or revisions made hereto, this Agreement shall not waive either party's right to any equity in current state, local or federal laws.

Michelle Gadiant

Owner 1 (Print Name)

James Gadiant

Owner 2 (Print Name)

Michelle Gadiant

Signature 1

James Gadiant

Signature 2

October 3, 2018 | 11:38 AM EDT

Date

Kinley FLA, LLC

Contractor

DocuSigned by:

Ron Hyatt

2B0E814B5F9443D...

Signature

October 9, 2018 | 10:37 AM EDT

Date

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Owner 2 Initials

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Kinley Initials

Contract Agreement – 717 Office Suites



EXHIBIT "A" CONTRACT QUALIFICATIONS

This Contract excludes:

- A. Repairs to existing conditions not mentioned in this proposal.
- B. Any labor or equipment necessary to unload or install owner-provided materials or equipment
- C. Obstructions and unforeseen conditions pursuant to the General Conditions, Paragraph 11
- D. Soils & concrete testing.
- E. Builder's Risk Insurance. If owner requires this, it is the owner's responsibility to provide.
- F. Work outside of normal business hours.
- I. Furnishings and window treatments.
- J. Permit, Impact, Design, and Utility Fees.
- K. Any work not specifically mentioned in the proposal.
- L. Paint
- M. Flooring
- N. Masonry

The Contract price includes the following additional work, options and/or allowances:

Allowances: *(NOTE: All allowances include material and labor only)*

- Allowance of \$ 1,000.00 for anchor bolts.
- Allowance of \$ 35,000.00 for all structural metals.
- Allowance of \$ 25,210.00 for EIFS exterior. Price will vary based on owner selected finish, color, banding, etc.
- Allowance of \$ 24,875.00 for storefront glass and entrances.
- Allowance of \$ 12,150.00 for all plumbing, including fixtures.
- Allowance of \$ 19,067.00 for all required HVAC work.
- Allowance of \$ 36,467.00 for all required electrical work.
- Allowance of \$ 5,500.00 for all light fixtures, as selected by owner.

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Owner 1 Initials

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Owner 2 Initials

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Kinley Initials

Contract Agreement – 717 Office Suites



EXHIBIT "C" CONTRACT DOCUMENTS

JAG Renovation Plans dated 5/26/2017 by RKE Enterprises

<u>Sheet No.</u>	<u>Description</u>	<u>Date</u>	<u>Revision</u>
A1	Elevations	5/25/2017	n/a
A2	Demo Plan	5/25/2017	n/a
A3	Floor Plan	5/25/2017	n/a
A4	Details	5/25/2017	n/a
A5	Foundation Plan	5/25/2017	n/a
E1	Power Plan	5/25/2017	n/a
E2	Lighting Plan	5/25/2017	n/a
M1	Mechanical Plan	5/25/2017	n/a
M2	Mechanical Details	5/25/2017	n/a
P1	Plumbing Plan	5/25/2017	n/a

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Commercial/Residential Façade Improvement Program File Inventory

☒	Date: <u>1/23/19</u>	Brevard Property Appraiser Research Deed/Title Research (if applicable) Corporate License Research (if applicable)
☒	Date: <u>1/18/19</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



Legislation Text

File #: 19-54, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: February 5, 2019
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve a Resolution establishing intent to reimburse certain capital expenditures with proceeds of future tax-exempt financings; Authorize a BAF to transfer funds from Contingency to Professional Services and a purchase order for services in the amount of \$15,000 provided by Dunlap & Associates; Authorize a BAF to transfer funds from Contingency to Professional Services in the amount of \$125,000 to cover the tasks associated with the Economic and Feasibility Studies required for this project. Authorize issuance of a Request for Proposal (RFP) for the purpose of selecting a bank to provide a not-to-exceed \$8,000,000 loan to finance the Lee Wenner Park Projects (New Civic Center, Harbor Master Building and Lee Wenner Park Renovations).

BACKGROUND:

Over the last two plus years, the waterfront in Cocoa Village was devastated by Hurricanes Matthew (2016) and Irma (2017). The City embarked on a multi-tier project focusing on updating the Cocoa CRA Waterfront Master Plan (2018), prioritizing projects, creating conceptual designs and rebuilding damaged areas. After Hurricane Irma, the City's goal was to stabilize the waterfront in order to reopen the park to visitors. Upon doing so, the City began preparations for seeking emergency reimbursement for repairs through FEMA and the Florida Inland Navigation District (FIND) as well as utilizing Cocoa CRA and City funds to expedite the repair process. The emergency repairs funded through FEMA and FIND will allow crews to make repairs to bring the park back to the condition prior to the storms. Funding by the City and Cocoa CRA will add enhancements to the park that follow the Waterfront Master Plan Update finalized in 2018. Projects include rebuilding the Promenade in Riverfront Park, the T-Dock and Day Slips in Lee Wenner Park and the shoreline stabilization efforts along the waterfront.

In fall 2018, CRA/City staff discussed financing alternatives with the City's Financial Advisor following the adopted updated Cocoa CRA Community Redevelopment Plan and finalized revenue and expense projections. On January 29, 2019, staff met with Dunlap & Associates, Inc. to review debt option alternatives for the Cocoa Community Redevelopment Agency (Cocoa CRA) to advance fund the following catalytic projects in Lee Wenner Park: A New Civic Center, Harbor Master Building and Lee Wenner Park Renovations to include items that are not anticipated to be funded through the FEMA and FIND grants. As a result of the meeting, Staff is requesting Board approval to pursue a bank loan for the Cocoa CRA, not-to-exceed \$8,000,000. The loan is anticipated to be secured by:

- A Senior Net Pledge of Net Tax Increment Revenues of the Cocoa CRA.

- A back-up pledge of the City's Covenant to budget and appropriate from all legally available non-ad-valorem revenues in the City's General Fund.
- A fully funded debt service reserve derived and funded upon closing by the Cocoa CRA's internally generated funds on hand.

Staff is requesting approval of the Cocoa CRA Resolution establishing its intent to reimburse certain capital expenditures as described that are incurred prior to the debt issuance, with proceeds of future tax-exempt financing. In addition, staff is requesting authorization to issue a Request for Proposal (RFP) to seek proposals for the bank financing for the described projects. To provide a not-to-exceed \$8,000,000 loan to finance the Lee Wenner Park Projects:

- New Cocoa Civic Center (estimated cost - \$5,199,000)
- New Harbor Master Building (estimated cost - \$1,480,000)
- Lee Wenner Park Renovations (estimated cost - \$924,000)

Staff is also requesting authorization to utilize the City's existing agreement with Dunlap & Associates, Inc. as financial advisor to evaluate the Request for Proposal responses and provide the CRA Board with a selection recommendation. A Budget Adjustment Form is necessary to transfer funds from Contingency to Professional Services to issue a Purchase Order in the amount of \$15,000. Additionally, \$125,000 is necessary to cover the Scope of Services for the Economic and Feasibility Studies associated with the planned construction of the new Civic Center.

Additionally, the Board should also be aware that staff is exploring potential public-private partnerships (P3s) opportunities as there are various models (types) ranging from a traditional P3 where the agency acts as the contracting agency, secures funding and has overall control of a project and its assets to an Operation and Maintenance P3; Design-Build-Operate P3; Design-Build-Finance-Operate P3; Build-Transfer-Operate P3; Build-Own-Operate-Transfer P3; Build-Own-Operate P3; and Lease P3. Each P3 model involve, to varying degrees, sharing of risk and control between a public agency and private provider. Depending on the model, agreements and the finance structure can be very complex, but the benefits could result in maximizing TIF revenues for other CRA Capital projects and programs. Staff has been in contact with several firms and discussed potential P3 opportunities and financing alternatives and staff has scheduled a teleconference with one firm and is coordinating a meeting with another firm to discuss as the CRA is preparing to proceed with the Civic Center and Lee Wenner Park Renovations/Improvements Project. The selection of P3 provider would require the Cocoa CRA to issue a RFP/RFQ and retain the necessary consultant to work with the Agency Attorney, the City Financial Advisor and staff to negotiate the model and requisite agreement(s). Staff will bring back this information with more details following those meetings.

A special meeting is requested on February 27, 2019 to bring the Scope of Services and Task Orders related to the Market Assessment, Feasibility of the New Civic Center and Site Plan Feasibility studies.

BUDGETARY IMPACT:

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

Amount Requested \$ (140,000)
Account Number 110-3230-559-39-00
Account Name Contingency

Amount Requested \$ 140,000
Account Number 110-3230-559-31-00
Account Name Professional Services

Source of Funds: Cocoa CRA Budget

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution establishing intent to reimburse certain capital expenditures with proceeds of future tax-exempt financings; Authorize a BAF to transfer funds from Contingency to Professional Services and a purchase order for services in the amount of \$15,000 provided by Dunlap & Associates; Authorize a BAF to transfer funds from Contingency to Professional Services in the amount of \$125,000 to cover the tasks associated with the Economic and Feasibility Studies required for this project. Authorize issuance of a Request for Proposal (RFP) for the purpose of selecting a bank to provide a not-to-exceed \$8,000,000 loan to finance the Lee Wenner Park Projects (New Civic Center, Harbor Master Building and Lee Wenner Park Renovations).

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY OF COCOA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES AS DESCRIBED HEREIN, WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING(S); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COCOA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant the provisions of the Constitution and the laws of the State of Florida, Part III, Chapter 163, Florida Statutes, as amended, and other applicable provisions of law and Ordinance No-10-81 adopted by the City of Cocoa, Florida on April 14, 1981.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The City of Cocoa, Florida Community Redevelopment Agency (the "Issuer") has determined that the need exists to incur debt to expend funds for certain capital expenditures located at Lee Wenner Park to include a new civic center, harbor master building and renovations to the park (collectively, the "Project").

B. It is expected that the costs of the Project will be reimbursed by and financed with the proceeds of future tax-exempt financing(s) for capital expenditures.

SECTION 3. DECLARATION OF INTENT. The Issuer hereby expresses its intention to be reimbursed from proceeds of future tax-exempt financing(s) for capital expenditures to be paid by the Issuer for the purpose of financing the costs of the Project. The Issuer expects to use legally available funds to pay such costs including but not limited to capital expenditures, costs of design, and other costs associated with the incurrence of debt. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed \$8,000,000 to be issued in one or more series. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred, in one or more financings, to finance the Project.

SECTION 4. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or

provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 5. REPEALER. In the event there are any resolutions, or parts thereof, that are in conflict with any of the provisions of this Resolution, this Resolution shall control.

ADOPTED by the City of Cocoa, Florida Community Redevelopment Agency, in a regular meeting assembled on the 13th day of February, 2019.

Name:

Title:

ATTEST:

Name:

Title



draft 1

City of Cocoa, Florida CRA Bank Loan, Series 2019

February							March							April						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2						1	2							
3	4	5	6	7	8	9	3	4	5	6	7	8	9		1	2	3	4	5	6
10	11	12	13	14	15	16	10	11	12	13	14	15	16	7	8	9	10	11	12	13
17	18	19	20	21	22	23	17	18	19	20	21	22	23	14	15	16	17	18	19	20
24	25	26	27	28			24	25	26	27	28	29	30	21	22	23	24	25	26	27
							31							28	29	30				

CRA Meets 2nd and 4th Wednesday

<u>Date</u>	<u>Event</u>	<u>Responsibility</u>
2/5/2019	1 st Draft RFP, Timetable, Distribution List Reimbursement Resolution	FA BC
2/13/2019	CRA Board adopts Reimbursement Resolution Authorizes issuance of RFP	CRA
2/21/2019	Issue RFP Bond Documents	FA BC
3/12/2019	Bank RFPs Due	BANKS
3/18/2019	Bank RFP Summaries Recommendation Due	FA/CRA
3/27/2019	CRA Board Meeting Shortlist	CRA
3/29/2019	Loan Agreement & Closing Documents	BC
4/10/2019	CRA Board Meeting- Award to Successful Bidder	CRA
4/20/2019	CRA Pre-Closing Documents Signed	ALL
4/24/2019	Closing by Phone	ALL

CRA Board meets

Legend

CRA – City of Cocoa CRA, Florida
BC – Bond Counsel – Bryant Miller Olive

FA – Financial Advisor – Dunlap & Associates, Inc.
City Attorney- Garganese, Weiss & D'Agresta, P.A.

FINANCIAL ADVISORY AGREEMENT

This Agreement, made and entered into on this 9 day of Mar., 2012, by and between the **CITY OF COCOA, FLORIDA** (hereinafter called the "City") and **DUNLAP AND ASSOCIATES, INC** (hereinafter called the "Contractor").

I. PURPOSE

WHEREAS, the Contractor is engaged in providing financial advisory services to municipalities and counties and has the experience and skill in municipal financing and can provide consulting services relating to planning, preparing and marketing tax-exempt bond and note issues; and

WHEREAS, the Contractor has indicated it's desire to serve as the City's financial advisor in connection with the proposed issuance of bonds, notes, certificates or other appropriate financial instruments for capital improvement programs or capital acquisition authorized by the City; and

WHEREAS, the City is desirous of retaining services of the Contractor as financial advisor in connection with the review, evaluation and analysis of various planning and financing alternatives with respect to the City's capital programs and operational plans and is desirous of using the Contractor to implement certain future financing; and

WHEREAS, the Contractor represents that it is capable of providing such necessary financial consulting services and investment management services and is willing to provide them from time to time as required by the City; and

WHEREAS, the City is a corporate body politic of the State of Florida and is authorized to enter into professional agreements in order to implement financing for the City.

II. Scope of Services

A. **Debt Issue Development and Sales Service.** The financial advisor will be expected to perform the following services for debt offerings or issues when authorized by the City.

1. Planning and Development

a. Research and advise on aspects of tax exemption and arbitrage in cooperation with the city attorney and bond counsel. Assist in obtaining Internal Revenue Service rulings deemed necessary.

b. Review preliminary feasibility studies in cooperation with the City, its officials and administrative staff, attorney, bond attorneys, accountants, architects and engineers, as requested by the City. These studies outline the project, its costs, funding alternatives and sources, existing debt, future financing and cash flow considerations.

c. Analyze financing requirements to determine whether the needs of the City are best met by competitive or negotiated, temporary or long-term bonds, or other forms of financing.

d. Review existing capital plans. Assist in the development of cashflows and debt service projections. Analyze the Client's debt capacity and relative risk. Develop and provide a financing plan.

e. Analyze the proposed financing including funding alternatives to determine methods of strengthening marketability, recommend the best method of marketing consistent with current economic and market conditions and increasingly stringent rating agency criteria.

f. Consult with established rating agencies with regard to proposed financing and assist the city in obtaining the most favorable rating possible by directing preparation of appropriate information and by accompanying city representatives in meeting with rating agencies. Includes analysis of city credit rating with reference to standards, national trends, etc., and advise on measures to be taken to improve ratings.

g. Act as liaison with bond counsel and coordinate the work of other professionals providing information in connection with the proposed financing.

h. Provide assistance in soliciting proposals and in making recommendations concerning registration and paying agent selection decisions.

i. Meet with the Mayor and Council members, and city staff as required.

j. Review all current financing and, if appropriate, recommend refinancing options.

k. Assist staff in preparation of special studies, financial forecasts, etc., as may be required.

2. Marketing:

a. Advise on the appropriate terms and conditions of the sale, such as maturity scheduling and other requirements (i.e., discount, par, premium, net interest costs, true interest costs, etc.). In conjunction with the foregoing, consult with the City and advise bond counsel concerning necessary covenants, and advise on advantageous features such as parity provisions, reserve requirements, sinking fund payments and redemption provisions.

b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends, other regional bond offerings and convenience to the City.

c. Coordinate with bond counsel the preparation of amendments, and distribute the necessary contracts, authorizing resolutions/ordinances and other documents involved in the sale.

d. Prepare an official statement on behalf of the City and with the cooperation of the City. Advise the City on full disclosure requirements and conformance to suggested guidelines. Coordinate, review and revise with city staff and bond counsel. The official statement shall be subject to final review and revision by the City.

e. Assist in publicizing the issue with an official statement, notice of sale, bid forms and such other means necessary and advisable to develop nationwide public and institutional interest. The official statement will be distributed to potential investors and purchasers of the jurisdiction's securities across the nation. Those lead underwriters, who are most likely to be syndicate managers, will be personally contacted.

f. Advertise the bond sale in nationally-prominent financial publications as may be appropriate to the sale in addition to coordinating local publication requirements.

g. Conduct information meetings as necessary and desirable with the investment community including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies and insurance companies) to establish bidding interest on this offering.

h. Prepare a timetable of events leading to the sale and delivery of an offering.

i. Attend the bid opening to assist with the evaluation of bids and advise on the acceptability of the best bid.

3. Bond Closing:

a. Direct, coordinate and supervise bond closing details, including bond proofing, printing and delivery in the shortest possible time frame.

b. If requested by the City, the advisor will furnish prompt recommendations for the investment of bond proceeds to maximize earnings.

c. Direct, coordinate and supervise organization of the transcript and provide the City with bond and interest records showing required semi-annual payments and other useful information.

d. Solicit bids on investment of idle funds, if necessary.

e. Following the closing of a transaction, the advisor will make a principal of the firm available to meet with the City to critique the transaction and to determine what, if any, service changes should be made to effect future quality and procedural improvements or changes.

B. Work Product: The advisor will be expected to provide the following work products for each debt offering unless specific arrangements are made for one or more of these products to be supplied by others.

1. Presale analysis;
2. Offering statement;
3. Three bound volumes of bond issue proceedings and closing documents;
4. Post-sale analysis, and;
5. Such other analysis, including analysis of funding alternatives, cash flow projections and materials necessary for financial planning and bond sale purposes.

In addition to the above mentioned services, we advise on the following:

1. Arbitrage Rebate

Assist the Client in meeting arbitrage regulations, including preparation of arbitrage rebate calculations.

2. Quarterly Meetings

Consultant, in addition to the quarterly meetings, will attend periodic meetings as requested by City for general items that may not result in a bond financing and also meetings in relation to asset management services.

3. Structuring Public/Private Partnerships

Dunlap & Associates will advise the City on how to responsibly and effectively leverage their scarce resources with those of the private sector to accomplish objectives otherwise financially unattainable.

4. Financial Sustainability Planning

With assistance from the City, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

5. Privatizing Municipal Services

Dunlap & Associates can assist in the development of a Managed Competition Program, including the preparation of appropriate solicitation materials, the evaluation of proposals and negotiations with preferred vendors.

III. COMPENSATION

In return for the faithful performance by the Contractor of the services provided in accordance with the terms and conditions of this Agreement, the City agrees to pay the Contractor as follows:

In the event that bonds are sold (including pooled loan programs or bank borrowing for capital improvement financing), the City agrees to pay the Contractor for each Series as follows:

\$.90/\$1,000 for the first \$10 million of issue
\$.75/\$1,000 for the next \$10 million of issue
\$.50/\$1,000 for amounts in excess of \$20 million

NOTE: A minimum fee on Bonds is \$17,500.
A minimum fee on Bank Loans is \$15,000.

Variable rate financing, the same fee schedule will apply; however, for swap advisory services, please see below.

Compensation on a time and expense basis, for non-bond related services, Dunlap & Associates, Inc.'s hourly fee schedule, plus out-of-pocket expenses is as follows:

<u>Position</u>	<u>Rate per Hour</u>
Senior Vice President and Above	\$150.00
Vice President	\$125.00

Acceptance or rejections of bid prices for said securities shall be at the sole discretion of the City. The City agrees to reimburse the Contractor for their reasonable expenses of the bond issue incurred on behalf of the City, said expenses at all time to be subject to approval of the City.

Contractor agrees that the compensation earned above shall be the sole compensation the Contractor shall receive, either directly or indirectly, for the services provided in accordance with this Agreement. Contractor shall not earn a commission, profit, gain or any other remuneration for any transaction or other activity connected to the services provided in accordance with this Agreement, including, without limitation, the sale of securities to the City for a profit.

IV. TERM OF CONTRACT/TERMINATION

This agreement shall be for an initial term of five (5) years with an additional two (2) five (5) year renewals. This agreement may be amended in whole or by mutual consent of the parties.

V. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor.

The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at their option, enter into said association, interest or circumstance and it shall be

deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Agreement.

VI. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

AS TO COCOA, FLORIDA:

City of Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

WITH A COPY TO:

City of Cocoa City Attorney
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32802-2873

AS TO CONTRACTOR:

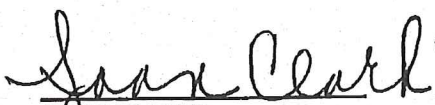
Dunlap & Associates, Inc
1146 Keyes Avenue
Winter Park, FL 32789

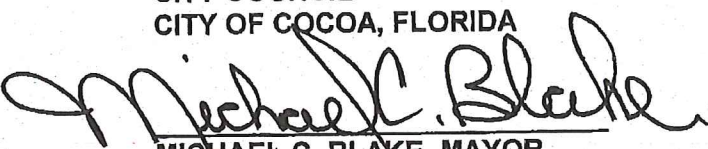
Unless written notice of a change of address is given pursuant to the provision of this paragraph.

IN WITNESS WHEREOF, and intending to legally bound hereby, the parties cause this Agreement to be executed and attested to by their respective authorized officials each having affixed their corporate seals hereto on the dates indicated below.

ATTEST:

CITY COUNCIL
CITY OF COCOA, FLORIDA

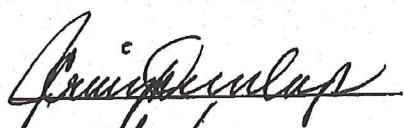

CITY CLERK


MICHAEL C. BLAKE, MAYOR

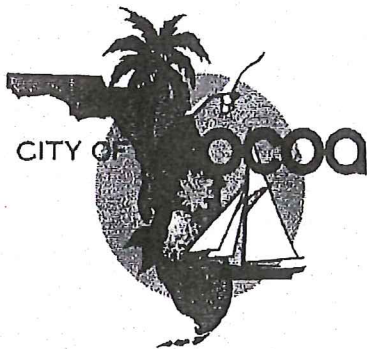
DATE: 2/14/2012

ATTEST:

DUNLAP & ASSOCIATES, INC

BY: 

DATE: 3/9/12



Office of the City Clerk

*Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922*

jclark@cocoafl.org

*(321) 433-8488 - phone
(321) 433-8455 - facsimile*

February 15, 2012

Dunlap & Associates, Inc.
1146 Keyes Avenue
Winter Park, FL 32789

Re: Financial Advisory Agreement between the City of Cocoa and Dunlap & Associates, Inc.

Dear Sir:

I have enclosed two original agreements, referenced above, as approved and executed by the City of Cocoa on February 14, 2012. It is requested that one fully executed agreement be returned to my attention. You may retain one original for your files.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: Micki Abdi, Finance Director
Tammy Eastburn, Finance



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Text

File #: 17-113, Version: 1

CITY COUNCIL AGENDA ITEM

2017

Memo Date: March 6, 2017
Agenda Date: March 14, 2017
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:

Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services

BACKGROUND:

In October 2011, the City of Cocoa distributed a Request for Proposal (RFP) for financial advisory services. Three firms submitted bids, with Dunlap & Associates, Inc., providing the lowest bid. At the December 13, 2011 Council meeting, Cocoa City Council ranked Dunlap & Associates, Inc., as the number one ranked firm and authorized the City Manager or designee to negotiate a contract. A contract was entered into on March 9, 2012 for the term of five (5) years with an option for an additional two (2) five (5)-year renewals by mutual consent of the parties. Dunlap & Associates, Inc., has indicated their willingness to renew the contract under the same terms and conditions.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

No budgetary impact unless services are requested.

PREVIOUS ACTION:

On February 14, 2012, City Council approved the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc. for financial consulting services.

RECOMMENDED MOTION:

Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services

VIII. CITY BUSINESS:

1. Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City in the amount of \$150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; Direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and Authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (17-103). (Community Services Director)
 - **Approved. Agreements to be executed and forwarded as necessary.**
2. Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for the Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P. (17-105). (Community Services Director)
 - **Approved. Agreement to be executed and forwarded as necessary.**

MULTI-YEAR CONTRACTS:

3. Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services. (17-113). (Finance Director)
 - **Approved.**

IX. INFORMATIONAL AGENDA:

- **None.**

X. REPORTS:

- **Mayor Parrish mentioned his trip, along with Councilwoman Warner, and City Manager Titkanich's trip to Tallahassee for Legislative Action Days, March 21-22, 2017. He asked for a briefing/update on legislative issues before they go.**
- **No formal actions were taken under reports.**

PROJECT IMPLEMENTATION: PRIORITY + BUDGETING FIGURES

CRA Master-
Plan
website

Each identified project was reviewed at a conceptual level by the design + engineering consultant team and with the City CRA staff. Projects were assigned a prioritization of High Priority (1-2 year goal), Medium (3-5 year goal) or Low Priority (5 or more year goal). Each project was conceptually reviewed for probable cost (including a 15% contingency) and grossed up for estimated design/engineering and permitting costs. Finally, each project was assigned an 'inflation factor' of 7%, 14% or 21% according to the assumed timeline for implementation (high priority / near term to low priority / long term).

COMMUNITY SOLUTIONS		INFRASTRUCTURE SOLUTION SERVICES		COCOA WATERFRONT		04/09/2018		Note: all subtotals include a 15% project contingency		Page 1 of 1	
Item No.	Item	Priority + Timing		Qty.	Unit	Price/Unit	Subtotal	Description + Complexity / Duration to Implement			
A WATERFRONT PROJECTS											
1.	Living Breakwater	Low	5+ year	6	L.S.	\$750,000.00	\$4,500,000.00	Fund \$100,000 for a feasibility analysis. 6 Islands (10-15 ft x 200 ft ea)			
	Total w Design / Eng. Permit & Contingency						\$6,345,000.00	TOTAL: 10% Design + 10% Permitting + 21% Inflation based on 5+ years			
2.	North Mooring Facility + Pump Out vessel & facilities	Medium	3-5 year	1	L.S.	\$200,000.00	\$200,000.00	ISS to work w ATM on approximate cost of Mooring + Pump Out City has existing info and prepositioning with Agencies Need to start with re-initiating feasibility Assumed 20 mooring stations			
	Total w Design / Eng. Permit & Contingency						\$288,000.00	TOTAL: 15% Design + 15% Permitting + 14% Inflation based on 3-5 years			
3.	T Dock with mix of fixed and floating vessel + 100' extension. Include floating piers + concrete construction	High	1-2 years	1	L.S.	\$670,000.00	\$670,000.00	FEMA open to helping with funding if there is hurricane protection, better construction City has number? Assumes floating concrete w/aluminum gangways. Fixed wood will cost about \$600,000			
	Total w Design / Eng. Permit & Contingency						\$804,000.00	TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years			
4.	Dinghy Dock	High	1-2 years	1	L.S.	\$108,000.00	\$108,000.00	Assumes fixed concrete dock Wood = \$56k Aluminum = \$74k			
	Total w Design / Eng. Permit & Contingency						\$147,960.00	TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years			
5.	Day Slips	High	1-2 Years	1	L.S.	\$315,000.00	\$315,000.00	City/CRA has identified a budget and needs to modify the permit because the prior structure is gone Assume fixed concrete piers Wood = \$164k Aluminum = \$214k			
	Total w Design / Eng. Permit & Contingency						\$415,800.00	TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years			
6.	New Fishing Pier, East Lee Wenner	High	1-2 Years	1	L.S.	\$225,000.00	\$225,000.00	Assumes 1500 sf. Assumes fixed concrete, Wood = \$117k Aluminum = \$153k			
	Total w Design / Eng. Permit & Contingency						\$308,250.00	TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years			
7.	Shoreline Stabilization	High	1-2 Years	1	L.S.		\$700,000.00	Number will vary dependent extent of stabilization. Costs from recent CPA project.			
	Total w Design / Eng. Permit & Contingency						\$819,000.00	TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years			
	SUBTOTAL Waterfront Projects						\$9,128,010.00				
B Lee Wenner Park											
1.	New Civic Center at Lee Wenner Park	High	1-2 Years	14,000	S.F.	\$300.00	\$4,200,000.00	Begin by funding feasibility study - need Geotech (added \$10-\$20/sf for pilings)			
	Total w Design / Eng. Permit & Contingency						\$5,199,000.00	Market Assessment + Feasibility of New Facility			
								TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years			
2.	Harbor Master Building	Medium	1-2 Years	4,000	S.F.	\$200.00	\$800,000.00	Linked to the Mooring Field and completion of other dock, etc. Begin by funding feasibility / design/engineering			
	Total w Design / Eng. Permit & Contingency						\$1,480,000.00	TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years			
3.	Lee Wenner Park Renovation	High	1-2 Years	1	L.O.	\$700,000.00	\$700,000.00	Parking, Utilities, Stormwater, Trails, Landscape & Irrigation			
	Design & Engineering						\$175,000.00	15% Design + 10% Permitting			
	Total w Design / Eng. Permit & Contingency						\$824,000.00	7% Contingency			
							\$924,000.00	TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years			
	SUBTOTAL Lee Wenner Projects						\$7,603,000.00				
C Downtown Park											
1.	Taylor Park Renovation	Low	5+ years	1	L.S.	\$250,000.00	\$250,000.00	Future - Playground Renovation, Picnic Pavilions, Surfacing, Landscape & Irrigation, Gateway			
	Total w Design / Eng. Permit & Contingency						\$335,000.00	TOTAL: 15% Design + 5% Permitting + 21% Inflation based on 5+ years			
2.	Promenade Reconstruction	High	1-2 Years, Start Now	1	L.S.	\$400,000.00	\$400,000.00	FEMA + FIND reimbursement funding is available. Up to \$1.7M is avail for Tdock, Dayslips and boardwalk Demo, Paving, Swings, Landscape & Irrigation, Gateway (25'x600' = 15,000 sf x \$25/SF)			
	Total w Design / Eng. Permit & Contingency						\$556,000.00	TOTAL: 20% Design + 5% Permitting + 7% Inflation based on 1-2 years			
3.	Promenade Overlooks	High	1-2 Years	2	EA	\$50,000.00	\$100,000.00	Demo, Decking, Railing, Site Furnishings			
	Total w Design / Eng. Permit & Contingency						\$134,000.00	TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years			
4.	Porcher House Lawn & Garden	Medium	3-5 Years	1	L.S.	\$350,000.00	\$350,000.00	After Civic Center Development, Demo Civic Center (\$12-\$15/sf) Garden Pathways, Landscape & Irrigation			
	Total w Design / Eng. Permit & Contingency						\$469,000.00	TOTAL: 15% Design + 5% Permitting + 14% Inflation based on 3-5 years			
5.	Support Building for Amphitheatre	High	1-2 Years	1,800	SF	\$200.00	\$360,000.00	Catering Kitchen, Green Room, Restrooms			
	Total w Design / Eng. Permit & Contingency						\$482,400.00	TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years			
6.	Harrison Street Streetscape	Low	5+	1	LS	\$850,000.00	\$850,000.00	Streetscape Project is in design phase			
	Total w Design / Eng. Permit & Contingency						\$1,088,000.00	TOTAL: 5% Design + 2% Permitting + 21% Inflation based on 5+ years			
	SUBTOTAL Downtown Park Projects						\$3,064,400.00				
	GRAND TOTAL all Listed Projects						\$19,795,410.00				

ISS-GAI Team has no control over the cost of labor or materials, the General Contractors or any Subcontractor's method of determining prices, competitive bidding and market conditions. This opinion/cost analysis is made on the basis of experience, qualifications, and best judgment of a professional construction consultant familiar with the construction industry. ISS and GAI cannot, and does not, guarantee that proposals, bids or actual construction costs will not vary from this or subsequent cost opinions. GAI staff of professional cost consultants has prepared this opinion in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

CRA TIF

86
8-1



City of Cocoa Budget Adjustment Form FY 2019 - 19-059

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 3230 DATE PREPARED:

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 140,000)	110-3230-559.39-00		CRA Contingency	\$ 575,806	\$ 573,806	\$ 433,806	\$ 433,806
\$ 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
(\$ 140,000)	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 140,000	110-3230-559.31-00		Professional Services	\$ 0	\$ 6,075	\$ 146,075	\$ 140,000
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 140,000	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

A budget transfer is necessary to accomplish the following tasks: \$15,000 is needed for Dunlap & Associates to perform financial advisory services for the potential debt service for the new Civic Center. \$125,000 is needed for market assessments, feasibility assessments and site plan assessments for the new Civic Center. This transfer is going to the Cocoa CRA Board on 2/13/19; Agenda Item 19-54.

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.

2/5/19 Charlene Neuterman
Digitally signed by Charlene Neuterman
Date: 2019.02.05 15:57:23 -0500

2/7/19 Lea Taylor
Digitally signed by Lea Taylor
Date: 2019.02.07 13:34:33 -0500

2/7/19 Nancy Bunt
Digitally signed by Nancy Bunt
Date: 2019.02.07 11:28:11 -0500

2/7/19 Lora Howell
Digitally signed by Lora Howell
Date: 2019.02.07 13:47:12 -0500

Date Requestor's Signature

Date Finance Approval Signature

Date Deputy Fin. Director's Signature

Date Finance Director's Signature

Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

Approved 07/13



Legislation Text

File #: 18-668, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: December 21, 2018
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item - Project Updates

BACKGROUND:

Cocoa CRA Funded Project Update

Project	Description	Status
	WATERFRONT	
Riverfront Connector	Construction of a sidewalk from Mariner Square, underneath SR 520 and connecting with sidewalk into Lee Wenner Park. Sod was added along the newly constructed path. Trees were trimmed to ensure a clear visual line for safe access along the connector. Installation of new poles and LED lights under the SR 520 bridge.	Complete
Shoreline Restoration	The project has started and the contractor is doing the work on site to restore the shoreline and stabilize it from future damage. Coquina rock was approved by the Cocoa CRA Board in October as the primary medium to use for the stabilization efforts.	70% Complete
T-Dock and Day Slip Construction	The project will go out to the pre-qualified contractors in January and once the lowest and most qualified contractor is chosen, the work will begin. A community input public meeting was held on November 8 for feedback from the community. Staff expects 100% plans by the beginning of March.	Design 40% Const. 0%
Finger piers (boat launching area)	Restoration of boat launch ramp docks.	Complete

Lee Wenner Park Security and Safety enhancements	The City received the permit from the Florida Department of Environmental Protection for Mangrove trimming along the entire shoreline. Staff is in the process of securing a contractor to complete the work.	In progress
Gateway Entry Feature	Design and construct a gateway feature that will welcome visitors as they pass by the intersection of SR 520 and Florida/Forrest Avenue. Staff is preparing the bid documents to release sometime in February.	In progress
Parking space striping	The striping will happen after the paving has completed. Consultant will be providing a report on parking space striping in the Village. Work will be completed in FY 2019	In progress

City Funded Projects within the Cocoa CRA

Street Paving Street paving and curb ramp construction is underway. In progress		
Trashcans	The City purchased 20 trashcans to replace the aged concrete receptacles in Cocoa Village. They should be installed within the next month.	In progress
Sidewalk Pressure Cleaning	Public Works staff have completed pressure washing the sidewalks throughout the Cocoa CRA area.	Complete

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Project Updates



Legislation Text

File #: 18-669, Version: 1

COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: December 21, 2018
Agenda Date: February 13, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item - Budget Report

BACKGROUND:

Budget report provided to Agency members monthly.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Budget Report



FY 2019 Budget by Classification Report - Summary Listing

Through 11/30/18

Target for November is 17%

FUND 110 - Cocoa CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 1,448,703	\$	-	\$ 1,448,703	0%
MISCELLANEOUS	\$ 39,027	\$	6,679	\$ 32,348	17%
OTHER SOURCES	\$ 15,075	\$	-	\$ 15,075	0%
REVENUE TOTALS	\$ 1,502,805	\$	6,679	\$ 1,496,126	0%
EXPENSE					
SALARIES AND BENEFITS	\$ 66,540	\$	6,772	\$ 59,768	10%
OPERATING EXPENDITURES	\$ 957,138	\$ 68,430	43,785	\$ 844,923	12%
CAPITAL OUTLAY	\$ 332,000	\$ 2,000	-	\$ 330,000	1%
GRANTS, AIDS AND OTHER	\$ 147,127	\$ 7,000	45,618	\$ 94,509	36%
EXPENSE TOTALS	\$ 1,502,805	\$ 77,430	\$ 96,175	\$ 1,329,200	12%
REVENUE TOTALS	\$ 1,502,805	\$ -	\$ 6,679	\$ 1,496,126	0%
EXPENSE TOTALS	\$ 1,502,805	\$ 77,430	\$ 96,175	\$ 1,329,200	12%
	\$ -	\$ (77,430)	\$ (89,496)	\$ 166,926	

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
330		INTERGOVERNMENTAL REVENUE									
337	30 14	GRANTS FROM LOCAL UNITS FIND AGREEMENT		15,166	.00		30,332	.00		182,000	182,000.00
337	**	GRANTS FROM LOCAL UNITS		15,166	.00		30,332	.00		182,000	182,000.00
338	00 00	SHARED REVENUE LOCAL UNIT SHARED REVENUE LOCAL UNIT		105,558	.00		211,116	.00		1,266,703	1,266,703.00
338	**	SHARED REVENUE LOCAL UNIT		105,558	.00		211,116	.00		1,266,703	1,266,703.00
330	***	INTERGOVERNMENTAL REVENUE		120,724	.00		241,448	.00		1,448,703 ✓	1,448,703.00
360		MISCELLANEOUS REVENUES									
361	10 00	INTEREST AND OTHER EARNING INTEREST		0	174.90		0	174.90		0	174.90-
38 00	38 00	NET INC/DEC-FMV INVESTMNT		0	.00		0	.00		0	.00
361	**	INTEREST AND OTHER EARNING		0	174.90		0	174.90		0	174.90-
362	00 00	RENT AND ROYALTIES RENT AND ROYALTIES		3,252	.00		6,504	6,504.50	100	39,027	32,522.50
362	**	RENT AND ROYALTIES		3,252	.00		6,504	6,504.50	100	39,027	32,522.50
364	00 00	DISPOSITION FIXED ASSETS DISPOSITION FIXED ASSETS		0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS		0	.00		0	.00		0	.00
365	00 00	SALES OF SURPLUS SCRAP SALES OF SURPLUS SCRAP		0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP		0	.00		0	.00		0	.00
366	00 00	CONTRIBUTIONS & DONATIONS CONTRIBUTIONS & DONATIONS		0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS		0	.00		0	.00		0	.00
369	90 00	OTHER MISC REVENUES OTHER MISC REVENUES		0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES		0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES		3,252	174.90	5	6,504	6,679.40	103	39,027 ✓	32,347.60
380		OTHER SOURCES (NON-REV)									
381	91 01	INTERFUND TRANSFER GENERAL FUND (001)		0	.00		0	.00		0	.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)										
381	INTERFUND TRANSFER										
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0			.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0			.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0			.00
91 *	TRANSFER FROM	0	.00		0	.00		0			.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0			.00
384 00 00	DEBT PROCEEDS	0	.00		0	.00		0			.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0			.00
389 99 10	NON OPERATING SOURCES CASH CARRY FORWARD	1,370	.00		1,370	.00		15,075			15,075.00
389 **	NON OPERATING SOURCES	1,370	.00		1,370	.00		15,075			15,075.00
380 ***	OTHER SOURCES (NON-REV)	1,370	.00		1,370	.00		15,075			15,075.00
FUND TOTAL CRA COCOA RDA		125,346	174.90		249,322	6,679.40	3	1,502,805			1,496,125.60

PREPARED 12/19/2018, 7:57:01
PROGRAM: GM267RR
CITY OF COCOA, FLORIDA

DETAIL BUDGET REPORT
17% OF YEAR LAPSED

PAGE 1
ACCOUNTING PERIOD 02/2019

REPORT SELECTIONS

Fiscal Year : 2019
Fund : 110
All Departments
All Divisions
Suppress accounts with zero balances : N

FUND 110 CRA COCOA RDA		ACCOUNT DESCRIPTION		*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****		*****		UNENCUMB. BALANCE		% BDDGT	
ELE	OBJ	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET				
12-00	REGULAR SALARIES & WAGES	3812	3500.16	92	7624	5431.26	71	.00	45745		40313.74	12	
12-10	SALARY ADJUSTMENT	0	.00	0	0	.00	0	.00	0		.00	0	
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0		.00	0	
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0		.00	0	
12 **	REGULAR SALARIES & WAGES	3812	3500.16	92	7624	5431.26	71	.00	45745		40313.74	12	
14-00	OVERTIME	15	.00	0	30	.00	0	.00	188		188.00	0	
14 **	OVERTIME	15	.00	0	30	.00	0	.00	188		188.00	0	
21-00	FICA TAXES	299	272.69	91	598	425.26	71	.00	3598		3172.74	12	
21 **	FICA TAXES	299	272.69	91	598	425.26	71	.00	3598		3172.74	12	
22-00	RETIREMENT CONTRIBUTIONS	316	289.11	92	632	448.59	71	.00	3795		3346.41	12	
22 **	RETIREMENT CONTRIBUTIONS	316	289.11	92	632	448.59	71	.00	3795		3346.41	12	
23-00	LIFE/HEALTH INSURANCE	911	130.80	14	1822	243.88	13	.00	10939		10695.12	2	
23 **	LIFE/HEALTH INSURANCE	911	130.80	14	1822	243.88	13	.00	10939		10695.12	2	
24-00	WORKER'S COMPENSATION	9	8.46	94	18	13.24	74	.00	115		101.76	12	
24 **	WORKER'S COMPENSATION	9	8.46	94	18	13.24	74	.00	115		101.76	12	
27-00	CAFETERIA PLAN	180	120.00	67	360	210.00	58	.00	2160		1950.00	10	
27 **	CAFETERIA PLAN	180	120.00	67	360	210.00	58	.00	2160		1950.00	10	
31-00	PROFESSIONAL SERVICES	552	.00	0	552	.00	0	6075.00	6075		.00	100	
31-01	LEGAL EXPENSES	833	240.50	29	1666	240.50	14	9759.50	10000		.00	100	
31 **	PROFESSIONAL SERVICES	1385	240.50	17	2218	240.50	11	15834.50	16075		.00	100	
34-00	CONTRACT SERVICES	22916	10417.00	46	45832	20834.00	46	.00	275000		254166.00	8	
34 **	CONTRACT SERVICES	22916	10417.00	46	45832	20834.00	46	.00	275000		254166.00	8	
39-00	CONTINGENCY	47983	.00	0	95966	.00	0	.00	575806		575806.00	0	
39 **	CONTINGENCY	47983	.00	0	95966	.00	0	.00	575806		575806.00	0	
40-00	TRAVEL & PER DIEM	352	332.39	94	704	332.39	47	.00	4232		3899.61	8	

FUND 110 CRA COCOA RDA		*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****		ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDDT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET				
40 **	TRAVEL & PER DIEM	352	332.39	94	704	.00	4232	3899.61	8
41-00	COMMUNICATION	17	31.40	185	34	368.60	210	190.00-	191
41 **	COMMUNICATION	17	31.40	185	34	368.60	210	190.00-	191
42-00	POSTAGE & FREIGHT	33	.00	0	66	.00	400	388.64	3
42 **	POSTAGE & FREIGHT	33	.00	0	66	.00	400	388.64	3
43-00	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0
43 **	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0
44-00	RENTALS AND LEASES	5836	5795.97	99	11672	52163.74	70040	630.95	99
44 **	RENTALS AND LEASES	5836	5795.97	99	11672	52163.74	70040	630.95	99
45-00	INSURANCE	367	4415.00	1203	734	.00	4406	9.00-	100
45 **	INSURANCE	367	4415.00	1203	734	.00	4406	9.00-	100
46-00	REPAIRS & MAINTENANCE	416	.00	0	832	.00	5000	5000.00	0
46-03	REPAIR/MAINT-VEHICLES	0	.00	0	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	416	.00	0	832	.00	5000	5000.00	0
47-00	PRINTING & BINDING	83	.00	0	166	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	166	.00	1000	1000.00	0
48-00	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0
49-00	OTHER CHARGES & OBLIG.	83	.00	0	166	.00	1000	1000.00	0
49-10	CONTRIBUTIONS TO FDOT	0	.00	0	0	.00	0	.00	0
49-35	INTERFUND LOANS DEF CHRG	0	.00	0	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	83	.00	0	166	.00	1000	1000.00	0
52-00	OPERATING SUPPLIES	83	.00	0	166	62.66	999	936.34	6
52-30	FUEL OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	83	.00	0	166	62.66	999	936.34	6

FUND 110 CRA COCOA RDA		ACCOUNT DESCRIPTION		*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****		ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BUDGET
ELE OBJ	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
54-00	MEMBERSHIP/PUBLICATIONS	90	675.00	750	180	675.00	375	.00	1080	405.00	63
54 **	MEMBERSHIP/PUBLICATIONS	90	675.00	750	180	675.00	375	.00	1080	405.00	63
55-00	TRAINING	157	.00	0	314	.00	0	.00	1890	1890.00	0
55 **	TRAINING	157	.00	0	314	.00	0	.00	1890	1890.00	0
58-01	POST OFFICE LEASE	0	.00	0	0	.00	0	.00	0	.00	0
58 **	AMORTIZATION	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	27682	.00	0	55182	.00	0	.00	332000	332000.00	0
63 **	INFRASTRUCTURE	27682	.00	0	55182	.00	0	.00	332000	332000.00	0
64-00	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	2000.00	0	2000.00-	0
64 **	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	2000.00	0	2000.00-	0
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	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	% BDT
83-00	OTHER GRANTS & AIDS	4802	.00	0	8968	.00	0	7000.00	57000	50000.00	12
83 **	OTHER GRANTS & AIDS	4802	.00	0	8968	.00	0	7000.00	57000	50000.00	12
91-01	TRANSFER TO GEN FUND 001	4401	.00	0	8802	26662.78	303	.00	52820	26157.22	51
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	3108	.00	0	6216	18955.22	305	.00	37307	18351.78	51
91 **	INTERFUND TRANSFER	7509	.00	0	15018	45618.00	304	.00	90127	44509.00	51
FUND 110	TOTAL *****										
	CRA COCOA RDA	125336	26228.48	21	249302	96175.19	39	77429.50	1502805	1329200.31	12
GRAND	TOTAL *****	125336	26228.48	21	249302	96175.19	39	77429.50	1502805	1329200.31	12



FY 2019 Budget by Classification Report - Summary Listing

Through 12/31/18

Target for December is 25%

FUND 110 - Cocoa CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 1,448,703		\$ 1,239,656	\$ 209,047	86%
MISCELLANEOUS	\$ 39,027		\$ 10,366	\$ 28,661	27%
OTHER SOURCES	\$ 15,075		\$ -	\$ 15,075	0%
REVENUE TOTALS	\$ 1,502,805		\$ 1,250,022	\$ 252,783	83%
EXPENSE					
SALARIES AND BENEFITS	\$ 66,540		\$ 11,174	\$ 55,366	17%
OPERATING EXPENDITURES	\$ 957,138	\$ 62,473	\$ 62,458	\$ 832,207	13%
CAPITAL OUTLAY	\$ 332,000	\$ 2,000	\$ 1,444	\$ 328,556	1%
GRANTS, AIDS AND OTHER	\$ 147,127	\$ 17,000	\$ 45,618	\$ 84,509	43%
EXPENSE TOTALS	\$ 1,502,805	\$ 81,473	\$ 120,694	\$ 1,300,638	13%
REVENUE TOTALS	\$ 1,502,805	\$ -	\$ 1,250,022	\$ 252,783	83%
EXPENSE TOTALS	\$ 1,502,805	\$ 81,473	\$ 120,694	\$ 1,300,638	13%
	\$ -	\$ (81,473)	\$ 1,129,328	\$ (1,047,855)	

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
ACCOUNT		DESCRIPTION		***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE									
337	30 14	GRANTS FROM LOCAL UNITS		15,166	.00		45,498	.00		182,000	182,000.00
337	**	GRANTS FROM LOCAL UNITS		15,166	.00		45,498	.00		182,000	182,000.00
338	00 00	SHARED REVENUE LOCAL UNIT		105,558	1,239,656.00	1174	316,674	1,239,656.00	392	1,266,703	27,047.00
338	**	SHARED REVENUE LOCAL UNIT		105,558	1,239,656.00	1174	316,674	1,239,656.00	392	1,266,703	27,047.00
330	***	INTERGOVERNMENTAL REVENUE		120,724	1,239,656.00	1027	362,172	1,239,656.00	342	1,448,703	209,047.00
360		MISCELLANEOUS REVENUES									
361	10 00	INTEREST & OTHER EARNINGS		0	434.83		0	609.73		0	609.73-
361	38 00	NET INC/DEC-FMV INVESTMNT		0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS		0	434.83		0	609.73		0	609.73-
362	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	00 00	DISPOSITION FIXED ASSETS		0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS		0	.00		0	.00		0	.00
365	00 00	SALES OF SURPLUS SCRAP		0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP		0	.00		0	.00		0	.00
366	00 00	CONTRIBUTIONS & DONATIONS		0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS		0	.00		0	.00		0	.00
369	90 00	OTHER MISC REVENUES		0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES		0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES		3,252	3,687.08	113	9,756	10,366.48	106	39,027	28,660.52
380		OTHER SOURCES (NON-REV)									
381	91 01	INTERFUND TRANSFER		0	.00		0	.00		0	.00
		GENERAL FUND (001)									

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA		ACCOUNT DESCRIPTION	***** CURRENT ACTUAL		***** %REV	***** YEAR-TO-DATE ACTUAL		***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
ACCOUNT			ESTIMATED			ESTIMATED				
380		OTHER SOURCES (NON-REV)								
381		INTERFUND TRANSFER								
91 12		US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21		WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 30		CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *		TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	99 10	NON OPERATING SOURCES CASH CARRY FORWARD	1,370	.00		2,740	.00		15,075	15,075.00
389	**	NON OPERATING SOURCES	1,370	.00		2,740	.00		15,075	15,075.00
380	***	OTHER SOURCES (NON-REV)	1,370	.00		2,740	.00		15,075	15,075.00
FUND TOTAL CRA COCOA RDA			125,346	1,243,343.08	992	374,668	1,250,022.48	334	1,502,805	252,782.52

REPORT SELECTIONS

Fiscal year : 2019
Fund : 110
All Departments
All Divisions
Suppress accounts with zero balances : N

DETAIL BUDGET REPORT SUMMARY BY OBJECT
25% OF YEAR LAPSED
WITH FIXED CHARGES

FUND 110 CRA COCOA RDA												
ELE OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	%	BDGT
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP					
12-00	REGULAR SALARIES & WAGES	3812	3551.50	93	11436	8982.76	79	.00	45745	36762.24	20	
12-10	SALARY ADJUSTMENT	0	.00	0	0	.00	0	.00	0	.00	0	
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0	
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0	
12 **	REGULAR SALARIES & WAGES	3812	3551.50	93	11436	8982.76	79	.00	45745	36762.24	20	
14-00	OVERTIME	15	17.98	120	45	17.98	40	.00	188	170.02	10	
14 **	OVERTIME	15	17.98	120	45	17.98	40	.00	188	170.02	10	
21-00	FICA TAXES	299	277.99	93	897	703.25	78	.00	3598	2894.75	20	
21 **	FICA TAXES	299	277.99	93	897	703.25	78	.00	3598	2894.75	20	
22-00	RETIREMENT CONTRIBUTIONS	316	294.83	93	948	743.42	78	.00	3795	3051.58	20	
22 **	RETIREMENT CONTRIBUTIONS	316	294.83	93	948	743.42	78	.00	3795	3051.58	20	
23-00	LIFE/HEALTH INSURANCE	911	130.80	14	2733	374.68	14	.00	10939	10564.32	3	
23 **	LIFE/HEALTH INSURANCE	911	130.80	14	2733	374.68	14	.00	10939	10564.32	3	
24-00	WORKER'S COMPENSATION	9	8.60	96	27	21.84	81	.00	115	93.16	19	
24 **	WORKER'S COMPENSATION	9	8.60	96	27	21.84	81	.00	115	93.16	19	
27-00	CAFETERIA PLAN	180	120.00	67	540	330.00	61	.00	2160	1830.00	15	
27 **	CAFETERIA PLAN	180	120.00	67	540	330.00	61	.00	2160	1830.00	15	
31-00	PROFESSIONAL SERVICES	552	.00	0	1104	.00	0	6075.00	6075	.00	100	
31-01	LEGAL EXPENSES	833	129.50	16	2499	370.00	15	9630.00	10000	.00	100	
31 **	PROFESSIONAL SERVICES	1385	129.50	9	3603	370.00	10	15705.00	16075	.00	100	
34-00	CONTRACT SERVICES	22916	10417.00	46	68748	31251.00	46	.00	275000	243749.00	11	
34 **	CONTRACT SERVICES	22916	10417.00	46	68748	31251.00	46	.00	275000	243749.00	11	
39-00	CONTINGENCY	47983	.00	0	143949	.00	0	.00	575806	575806.00	0	
39 **	CONTINGENCY	47983	.00	0	143949	.00	0	.00	575806	575806.00	0	
40-00	TRAVEL & PER DIEM	352	1420.78	404	1056	1753.17	166	.00	4232	2478.83	41	

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	% BDT
40 **	TRAVEL & PER DIEM	352	1420.78	404	1056	1753.17	166	.00	4232	2478.83	41
41-00	COMMUNICATION	37	2.73	7	71	34.13	48	337.20	410	38.67	91
41 **	COMMUNICATION	37	2.73	7	71	34.13	48	337.20	410	38.67	91
42-00	POSTAGE & FREIGHT	33	31.69	96	99	43.05	44	.00	400	356.95	11
42 **	POSTAGE & FREIGHT	33	31.69	96	99	43.05	44	.00	400	356.95	11
43-00	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0
43 **	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0
44-00	RENTALS AND LEASES	5836	5795.97	99	17508	23041.28	132	46367.77	70040	630.95	99
44 **	RENTALS AND LEASES	5836	5795.97	99	17508	23041.28	132	46367.77	70040	630.95	99
45-00	INSURANCE	367	.00	0	1101	4415.00	401	.00	4406	9.00-	100
45 **	INSURANCE	367	.00	0	1101	4415.00	401	.00	4406	9.00-	100
46-00	REPAIRS & MAINTENANCE	416	.00	0	1248	.00	0	.00	5000	5000.00	0
46-03	REPAIR/MAINT-VEHICLES	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	416	.00	0	1248	.00	0	.00	5000	5000.00	0
47-00	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
48-00	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0
49-00	OTHER CHARGES & OBLIG.	83	36.49	44	249	36.49	15	.00	1000	963.51	4
49-10	CONTRIBUTIONS TO FDOT	0	.00	0	0	.00	0	.00	0	.00	0
49-35	INTERFUND LOANS DEF CHRG	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	83	36.49	44	249	36.49	15	.00	1000	963.51	4
52-00	OPERATING SUPPLIES	63	.00	0	229	.00	0	62.66	799	736.34	8
52-30	FUEL OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	63	.00	0	229	.00	0	62.66	799	736.34	8

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	% BDT
54-00	MEMBERSHIP/PUBLICATIONS	90	.00	0	270	675.00	250	.00	1080	405.00	63
54 **	MEMBERSHIP/PUBLICATIONS	90	.00	0	270	675.00	250	.00	1080	405.00	63
55-00	TRAINING	157	839.00	534	471	839.00	178	.00	1890	1051.00	44
55 **	TRAINING	157	839.00	534	471	839.00	178	.00	1890	1051.00	44
58-01	POST OFFICE LEASE	0	.00	0	0	.00	0	.00	0	.00	0
58 **	AMORTIZATION	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	27682	1443.76	5	82864	1443.76	2	.00	332000	330556.24	0
63 **	INFRASTRUCTURE	27682	1443.76	5	82864	1443.76	2	.00	332000	330556.24	0
64-00	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	2000.00	0	2000.00-	0
64 **	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	2000.00	0	2000.00-	0
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0

*****MONTH-TO-DATE***** YEAR-TO-DATE*****											
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	% BUDGT

FUND 110 CRA COCOA RDA											
83-00	OTHER GRANTS & AIDS	4802	.00	0	13770	.00	0	17000.00	57000	40000.00	30
83 **	OTHER GRANTS & AIDS	4802	.00	0	13770	.00	0	17000.00	57000	40000.00	30
91-01	TRANSFER TO GEN FUND 001	4401	.00	0	13203	26662.78	202	.00	52820	26157.22	51
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	3108	.00	0	9324	18955.22	203	.00	37307	18351.78	51
91 **	INTERFUND TRANSFER	7509	.00	0	22527	45618.00	203	.00	90127	44509.00	51
FUND 110 TOTAL *****											
	CRA COCOA RDA	125336	24518.62	20	374638	120693.81	32	81472.63	1502805	1300638.56	14
GRAND TOTAL *****											
		125336	24518.62	20	374638	120693.81	32	81472.63	1502805	1300638.56	14