



**COCOA REDEVELOPMENT AGENCY BOARD
REGULAR MEETING AGENDA**

DATE: Tuesday, January 3, 2017
TIME: 5:00 p.m.

LOCATION: Cocoa City Hall
65 Stone Street

I. CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES
AGENDA: Regular Meeting of January 3, 2017
MINUTES: Regular Meeting of December 6, 2016

III. DELEGATIONS

IV. PRESENTATIONS

V. OLD BUSINESS
1. 603 Brevard Ave. DRAFT Request for Proposals

VI. NEW BUSINESS
1. Lee Wenner Park Day Slips – Budget Transfer

VII. ATTORNEY'S REPORT

VIII. AGENCY MEMBERS AND STAFF REPORTS
1. Brownfields Redevelopment Program update

IX. NEXT MEETING DATE
The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Tuesday, February 7, 2017, at 5:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

X. 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.

**MINUTES
CITY OF COCOA
COCOA COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
December 6, 2016**

The Cocoa Community Redevelopment Agency held its regularly scheduled meeting at 5:00 p.m. at Cocoa City Hall, 65 Stone Street, Cocoa, FL. as publicly noticed.

I. CALL TO ORDER /ROLL CALL:

Henry U. Parrish, III	Chairman
Don Boisvert	Vice Chairman
Jan Stewart	Agency member
Jeri Blanco	Agency member
Ed Lanni	Agency member
Brenda Warner	Agency member
Anthony Garganese	Agency Counsel

Chairman Parrish called the meeting to order at 5:06 pm

PRESENT:

Henry U. Parrish, III	Chairman
Don Boisvert	Vice Chairman
Jan Stewart	Agency member
Jeri Blanco	Agency member
Ed Lanni	Agency member
Brenda Warner	Agency member
Anthony Garganese	Agency Counsel

ABSENT:

STAFF PRESENT:

John A. Titkanich Jr., AICP, City Manager, Steven P. Belden, AICP, Community Services Director, Joan Junkala, CEG, Economic Development Manager, and Samia Singleton, Economic Development Specialist.

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

II. APPROVAL OF AGENDA /MINUTES:

- * A MOTION was made by Vice Chairman Boisvert; SECONDED by Agency member Lanni to approve the agenda for the regular meeting of December 6, 2016.**

AYES: Parrish, Boisvert, Warner, Blanco, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (6-0)

- * **A MOTION was made by Vice Chairman Boisvert; SECONDED by Agency member Lanni to approve the minutes of the regular meeting of November 1, 2016 and the minutes of the special meeting of November 21, 2016.**

AYES: Parrish, Boisvert, Warner, Blanco, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (6-0)

III. DELEGATIONS

NONE

IV. PRESENTATIONS:

NONE

V. OLD BUSINESS:

1. Update on Dirty Oar Beer Company Façade Improvements

Ms. Samia Singleton, Economic Development Specialist, shared that the Dirty Oar Beer Company has completed their façade improvements. The fence has been installed and a final inspection was completed and approved on October 28, 2016. The total cost of the fence was \$3,500.00 and the Dirty Oar Beer Company was reimbursed \$1,687.00.

2. Eligibility of Non-Profits to Apply for Commercial Façade Grant

Agency Counsel Garganese explained that he is working closely with staff to review and revise the terms and conditions for the Commercial Façade Grant program going forward in 2017. Currently, there are no regulations stating that non-profits are not eligible for a Façade Grant. **Mr. Garganese** expressed that he and staff would hopefully have a resolution prepared for the Agency's consideration at the next Cocoa Community Redevelopment Agency (CRA) meeting. **Mr. Steven Belden, AICP**, Community Services Director, expressed that staff is seeking direction from the Agency as to whether or not they would like to allow non-profit businesses that own property in the city to be eligible to apply for Façade Grants so that the criteria can be included in the new proposed policy. After further discussion the Agency expressed its discomfort in regards to approving a façade grant for a property in which the City would not be able to collect ad valorem taxes.

3. Commercial Façade Grant Application – 11 Riverside Drive (Overland Missions)

Mr. Martin Lopez, Chief Operations Officer for Overland Missions Inc., approached the Agency to address the Agency's questions and concerns. **Mr. Lopez** shared that Overland Missions Inc. has been operating in Florida for almost two decades. Overland Missions is currently employing approximately one hundred and forty (140) staff members around the world. **Mr. Lopez** stated that Overland Missions Inc. has moved from Merritt Island to 11 Riverside Drive in Cocoa Village. **Mr. Lopez** shared that Overland Missions Inc. would like to contribute to the vision that the City of Cocoa has set. **Mr. Lopez** stated that Overland Missions Inc. does, in fact, pay taxes on anything that is not related to non-profit, such as the rent collected from their current tenants, which are for-profit entities. **Mr. Lopez** explained that Overland Missions Inc. volunteered to pay the taxes owed by the previous owner earlier this year. **Mr. Lopez** shared that Overland Missions Inc. is currently looking to invest approximately two hundred and fifty thousand dollars (\$250,000.00) to help Crush Eleven, one of their current tenants, expand their business.

Agency member Stewart inquired on whether Overland Missions Inc. plans to use the building as a source of income or if they planned to use the building as their office. **Mr. Lopez** explained that Overland Missions Inc. was in need of a headquarters that could handle their administrative staff. As their headquarters will not require all sixteen thousand (16,000) square feet of the building, Overland Missions Inc. would like to invest in Crush Eleven in hopes of establishing a long-term partnership and to help them expand their business operations.

The Agency discussed the terms of eligibility for the Façade Grant as Overland Missions Inc. has for-profit commercial tenants for which Overland Missions pays ad valorem taxes. **Mr. John Titkanich, City Manager**, expressed that he believed justification could be made if the Agency approved the Façade Grant for Overland Missions Inc. as the majority of the property maintains a commercial, for-profit use for which taxes are paid. **Mr. Titkanich** suggested that if the Agency chose to approve the Façade Grant, a revised, airtight policy could be put in place thereafter which would define certain circumstances in which a non-profit entity could be considered for a Façade Grant.

Philip Smethurst, President of Overland Missions Inc., approached the Agency to describe the scope of work and the amount of money that Overland Missions Inc. is ready to invest in the building. **Mr. Smethurst** shared that Overland Missions Inc. purchased the property for \$1.6 million. In the next six months Overland Missions Inc. plans to spend two hundred and fifty thousand dollars (\$250,000.00) to redevelop the second floor for Crush Eleven. **Mr. Smethurst** explained that forty thousand dollars (\$40,000.00) would be applied to the building almost immediately to replace the air-conditioning that is currently not working. The building will also be repainted, pressure washed, and reconditioned. **Mr. Smethurst** expressed that Overland Missions Inc. would like to create a partnership with the City of Cocoa to help improve the community.

- * A MOTION was made by Agency member Lanni; SECONDED by Agency member Warner to approve a request for a Commercial Façade Grant in the amount of \$5,000.00 for Overland Missions, located at 11 Riverside Drive.

AYES: Parrish, Boisvert, Warner, Blanco, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (6-0)

VI. NEW BUSINESS:

NONE

VII. ATTORNEY'S REPORT:

NONE

VIII. AGENCY MEMBERS AND STAFF REPORTS:

NONE

IX. NEXT MEETING DATE:

The next scheduled meeting of the Cocoa Community Redevelopment Agency will be held on Tuesday, January 3, 2017 at 5:00 PM in the Council Chambers located at Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

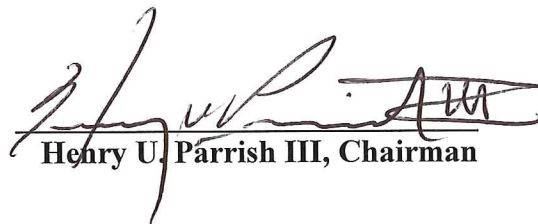
X. ADJOURNMENT:

- * MOTION made by Vice Chairman Boisvert; SECONDED by Agency member Warner to adjourn the regular meeting of December 6, 2016.

AYES: Parrish, Boisvert, Warner, Blanco, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (6-0)

MEETING WAS ADJOURNED AT 5:42 pm



Henry U. Parrish III, Chairman

Respectfully Submitted By:



Monica Arsenault, Recording Secretary



AGENDA ITEM VI-1

Day Slips Geotechnical Survey – Budget Transfer

MEMO DATE: December 28, 2016
AGENDA DATE: January 3, 2017
PREPARED BY: Samia Singleton, Economic Development Specialist

REQUESTED ACTION: Approve a budget transfer of \$1,908 from the Contingency account to the Contract Services account for subsurface geotechnical survey related to the design and engineering of day slips at Lee Wenner Park.

BACKGROUND

In 2008, the Cocoa CRA adopted the Cocoa Waterfront Master Plan outlining projects and improvements, to include additional day slips for boaters at Lee Wenner Park to increase the accessibility of downtown Cocoa Village from a boater's perspective.

Subsequently, the Cocoa CRA board approved the funding of the design and engineering, and construction of additional boat slips.

City staff sought quotes from several design and engineering firms and selected Ardea Environmental Consultants for the design and engineering of the day slips. Through a recommendation of the consultant, the design and engineering requires an engineering analysis and geotechnical engineering report, a service not provided by Ardea Environmental Consultants.

Staff sought proposals for the geotechnical survey and selected Universal Engineering for having the lowest quote. Universal Engineering will provide an Engineering Analysis and Geotechnical Engineering Report, including descriptions of the soil strata encountered, and recommendations for the pile design/installation parameters (both lateral and compressive capacities) for 10 and 12-inch diameter wooden piling.

Staff has prepared a budget transfer of \$1,908 from the Contingency account (110-3230-559.39-00) to the Contract Services account (110-3230-559.34-00) for the geotechnical survey.

REVIEWED

The City Manager, Community Services Director, and Finance Director have reviewed this agenda item.

City Manager



John A. Titkanich, Jr., AICP

Community Services Director



Steven P. Belden, AICP

Finance Director



12-30-16

Teri Butler

REQUESTED MOTION

Approve a budget transfer of \$1,908 from the Contingency account to the Contract Services account for subsurface geotechnical survey related to the design and engineering of day slips at Lee Wenner Park.



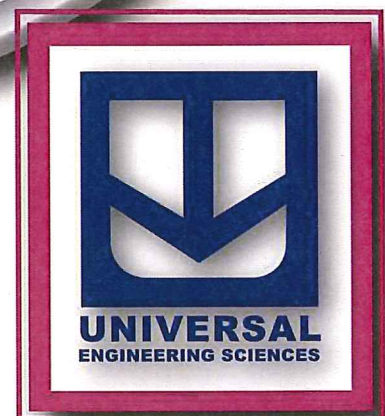
City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER		REQUESTING DEPARTMENT #: 110-3230		DATE PREPARED: 12/20/16	
'FROM' ACCOUNT(S)					
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET
(\$ 1,908)	110-3230-559.39-00		Contingency	\$ 305,219	\$ 298,277
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
TOTAL				\$ 0	\$ 0
'TO' ACCOUNT(S)					
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET
\$ 1,908	110-3230-559.34-00	CS16RP	Contract Services	\$ 75,000	\$ 75,000
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
\$ 0				\$ 0	\$ 0
TOTAL				\$ 0	\$ 0
REASON/JUSTIFICATION FOR ADJUSTMENT:					
Engineering Analysis and Geotechnical Engineering Report for boat day slips at Lee Wenner Park (Project #CS16RP). This Budget Transfer Form is going to the CRA meeting on January 3rd 2017.					
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.					
Samia Singleton		12/29/16	Lea Taylor	12/29/16	
Digitally signed by Samia Singleton DN: cn=Samia Singleton, o=City of Cocoa, ou=City of Cocoa, email=ssingleton@cityofcocoa.org Date: 2016.12.29 11:58:13 -0500			Digitally signed by Lea Taylor DN: cn=Lea Taylor, o=City of Cocoa, ou=City of Cocoa, email=ltaylor@cityofcocoa.org Date: 2016.12.29 08:13:21 -0500		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/28/16	Steven Belden	12/29/16	Anne Quesada		
Digitally signed by Steven Belden DN: cn=Steven Belden, o=City of Cocoa, ou=City of Cocoa, email=sbelden@cityofcocoa.org Date: 2016.12.28 11:53:47 -0500		Digitally signed by Anne Quesada DN: cn=Anne Quesada, o=City of Cocoa, ou=City of Cocoa, email=aquesada@cityofcocoa.org Date: 2016.12.29 09:04:20 -0500			
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature
FINANCE USE ONLY:					
Date Entered:		Entered By:		Group #:	

PROPOSAL

UNIVERSAL ENGINEERING SCIENCES, INC.

The Universal Family: Services Focused on Your Needs



**Geotechnical Engineering • Environmental Sciences
Construction Materials Testing • Private Provider Building Inspections**

Universal Engineering Sciences, Inc.

WORK AUTHORIZATION/PROPOSAL ACCEPTANCE FORM

If This Proposal Is Accepted, Please Sign and Return To Universal Engineering Sciences, Inc.

Universal Engineering Sciences, Inc. (UNIVERSAL) is pleased to provide the services described within this document. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Dingy Slips, Lee Wenner Park DATE: December 12, 2016
PROJECT LOCATION: Cocoa, Florida
ATTENTION: Ms Joan A. Junkala PHONE NO: 321-433-8525
CLIENT NAME: City of Cocoa
CLIENT ADDRESS: 65 Stone Street, Cocoa, Florida 32922 E-MAIL: jjunkala@cocoaf1.org

I. Scope of Services and Understanding of Project, Proposal For a Subsurface Exploration (See attached notes and General Conditions document for additional terms of this agreement).

Universal Opportunity Number 0330.1216.00014
UESDOCS #1411219

Field Services

1. Mobilize to the site with a truck mounted drilling rig.
2. Drill one (1) Standard Penetration Test (SPT) boring adjacent to the proposed boat slip areas to a depth of 35 feet below the existing land surface (bls).

Laboratory Services

3. Three (3) #200 sieve tests to help ascertain the silt/clay content of the subsoils.

Engineering Services

4. Engineering Analysis and Geotechnical Engineering Report including descriptions of the soil strata encountered, and recommendations for pile design/installation parameters (both lateral & compressive capacities) for 10 & 12 inch diameter wooden piling.

TOTAL ESTIMATED COST \$1,908.00

II. Contract documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. City of Cocoa Continuing Contract
- B. Universal Proposal Dated: December 12, 2016
- C. Plans, reports, specifications and/or other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows: _____

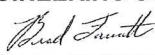
In the event of any inconsistency or conflict among Contract Documents, the provision in the Contract Document first listed shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____ Social Security Number or
Federal Identification No.: _____
Address: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives:

CLIENT	_____	UNIVERSAL ENGINEERING SCIENCES, INC.	_____
BY (Signature)	_____	BY (Signature)	
TYPED NAME	_____	TYPED NAME	Brad Faucett, P.E.
TITLE	_____	TITLE	Regional Engineer
DATE	_____	DATE	December 12, 2016

RETURN ONE EXECUTED COPY TO
UNIVERSAL ENGINEERING SCIENCES, INC.
820 BREVARD AVENUE * ROCKLEDGE, FLORIDA 32955
TELEPHONE: 321-638-0808/FACSIMILE: 321-638-0978

UNIVERSAL ENGINEERING SCIENCES, INC.
PROPOSAL FOR A SUBSURFACE EXPLORATION

Proposed Dingy Slips
Lee Wenner Park
Cocoa, Brevard County, Florida
Universal Opportunity Number 0330.1216.00014

NOTES:

1. This is a lump sum proposal for the scope of work given. Any requested additional work will be invoiced on a unit rate basis.
2. We have made a good faith effort to work with you to develop a work scope and fee estimate. Due to the possibility of unknown underground conditions to be encountered and/or the need for additional services, we recommend that you budget a contingency equal to 15% of the total fee estimate. Any service required to be performed outside of the scope of work indicated in this proposal (e.g. additional borings or boring depths, etc.) will be invoiced at Universal's normal unit rates. Authorization will be obtained before any such additional services are performed.
3. This exploration does not include any retention area or exfiltration trench analysis or design.
4. This cost estimate does not include applicable state and local taxes, if any.
5. Universal will not take responsibility for damages to underground services or structures. These structures are to be mapped in the field by the appropriate agencies prior to the commencement of our field work. We can provide these services at an additional charge, if requested.
6. If the estimated wet season groundwater level is to be referenced to sea level datum, either a detailed topographic survey sheet will be required, or elevation readings by an experienced surveyor at the borehole locations must be provided to us.
7. The prices in this proposal will remain effective for 90 days from the date of proposal.
8. Two (2) copies of the final report are included in this cost estimate. Additional copies will be issued at \$25.00 per copy.
9. If groundwater contamination is encountered and casing of boreholes to the top of any confinement layer is required, then it shall be billed at a rate of \$35.00 per lineal foot. Any additional costs for such items as protective gear for the field crew, containerization of drill spoils, etc will be billed at Universal's standard rates.
10. Soil samples will be retained at our laboratory for a period of 30 days, after which the samples will be discarded.
11. Based on our present schedule, we can commence drilling operations within one to two weeks after receiving your written notice to proceed (WNP). The final geotechnical report should be submitted within three to four weeks of receiving the WNP. If this schedule needs to be revised or amended, please call us as soon as possible.
12. Universal assumes that the site is accessible to our truck mounted drilling rig. Clearing costs are not included in this proposal.



Universal Engineering Sciences, Inc.

820 Brevard Avenue*Rockledge, Florida 32955

Phone: (321) 638-0808 * Fax: (321) 638-0978

Report Distribution Information

As a member of your project team, Universal Engineering Sciences will strive to provide our services with a primary focus on understanding and delivering each of your project needs. To assist us in timely reporting and invoicing, we request the following distribution information for our files, **prior to project initiation**:

Project Name: _____

Client Name: _____

Permit or Work Order No.: _____

To whom is the attention of the
invoice and reports?

Do you request reports be sent
with your invoice?

Additional copies of the reports should be distributed to:

Company Name/ Attention: _____

Address: _____

Phone: _____

Fax: _____

Number of Copies: _____

☐ Sealed

Other: _____

Company Name/ Attention: _____

Address: _____

Phone: _____

Fax: _____

Number of Copies: _____

☐ Sealed

Other: _____

Company Name/ Attention: _____

Address: _____

Phone: _____

Fax: _____

Number of Copies: _____

☐ Sealed

Other: _____

Company Name/ Attention: _____

Address: _____

Phone: _____

Fax: _____

Number of Copies: _____

☐ Sealed

Other: _____

Company Name/ Attention: _____

Address: _____

Phone: _____

Fax: _____

Number of Copies: _____

☐ Sealed

Other: _____

Additional Information:

Field Contact Name: _____

Phone: _____

P.O. Number: _____

Distribution confirmation
performed by Signature: _____

Date: _____

***Note: Copies of Concrete Compression Tests should go to the Concrete Supplier. Universal can mail extra copies to the supplier if notified in advance. An additional charge will apply if more than 4 copies are required.**

This transmittal is a confidential document. Should this document be received in error, please contact Universal Engineering Sciences at (321) 638-0808.



UNIVERSAL ENGINEERING SCIENCES, INC.

**Geotechnical Engineering • Environmental Sciences
Construction Materials Testing • Threshold Inspections
Building Code Inspections, Plan Review & Administration**

**A family-owned company
serving the Southeast
since 1964!**



ATLANTA, GA

3040 Business Park Drive, Suite F
Norcross, GA 30071
P: (770) 242-6438
F: (770) 242-6980
Scott Thomson, MS, PE

JACKSONVILLE, FL

5561 Florida Mining Blvd. So.
Jacksonville, FL 32257
P: (904) 296-0757
F: (904) 296-0748
Jeff Pruett, PE

PANAMA CITY, FL

1712 Airport Road
Panama City, FL 32405
P: (850) 215-2060
F: (850) 215.2360
Ben Blitch, PE

DAYTONA BEACH, FL

911 Beville Road, Suite 3
South Daytona, FL 32119
P: (386) 756-1105
F: (386) 760-4067
Brian Pohl, PE

MIAMI, FL

451 NE 189th Street
Miami, FL 33179
P: (305) 249-8434
F: (305) 249-8479
Rey Villa, MS, PE

PENSACOLA, FL

1985 Cope Lane
Pensacola, FL 32526
P: (850) 944-5555
F: (850) 944-5885
Will Faircloth, PE

TIFTON, GA

1203 N. Central Ave.
Suite 3
Tifton, GA 33619-4438
P: (229) 834-5330
F: (850) 944-5885
Will Faircloth, PE

FORT MYERS, FL

5971 Country Lakes Drive
Fort Myers, FL 33905
P: (239) 995-1997
F: (239) 313-2347
Lindsey Weaver, PE

OCALA, FL

1417 SW 15th Avenue
Ocala, FL 34471
P: (352) 401-9633
F: (352) 401-1835
Keith Butts, PE

ROCKLEDGE, FL

820 Brevard Avenue
Rockledge, FL 32955
P: (321) 638-0808
F: (321) 638-0978
Richard Hoaglin, PE

WEST PALM BEACH, FL

1818 7th Avenue N., Unit 1
Lake Worth, FL 33461
P: (561) 540-6200
F: (561) 540-6242
Peter G. Read, PE

FORT PIERCE, FL

845 South Kings Highway
Ft. Pierce, FL 34945
P: (772) 461-9815
F: (772) 461-9816
Richard Hoaglin, PE

ORLANDO, FL

CORPORATE HEADQUARTERS

3532 Maggie Blvd.
Orlando, FL 32811
P: (407) 423-0504
F: (407) 423-3106
Ken Derick, MS, PE

SARASOTA, FL

1748 Independence Blvd.,
Suite B-1
Sarasota, FL 34234
P: (941) 358-7410
F: (941) 358-7353
Robert Gomez, PE

GAINESVILLE, FL

4475 SW 35th Terrace
Gainesville, FL 32608
P: (352) 372-3392
F: (352) 336-7914
Keith Butts, PE

PALM COAST, FL

4 Hargrove Grade, Suite A
Palm Coast, FL 32137
P: (386) 986-2122
F: (386) 986-2095
Matt McLeer, PE

TAMPA, FL

9802 Palm River Road
Tampa, FL 33619-4438
P: (813) 740-8506
F: (813) 740-8706
Mark Hardy, PE



Our motto: "Committed to Service" means your needs are our focus.



AGENDA ITEM V-1

603 Brevard Ave. DRAFT Request for Proposals

MEMO DATE: December 30, 2016
AGENDA DATE: January 3, 2017
PREPARED BY: Steven P. Belden, AICP, Community Services Director 

REQUESTED ACTION: Provide direction regarding the DRAFT Request for Proposals for Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa, Florida.

BACKGROUND

At its August 23, 2016 meeting, the Agency approved the termination of the Acquisition and Redevelopment Agreement between the Cocoa Community Redevelopment Agency and White Challis Redevelopment Co., LLC. White Challis Redevelopment Co., LLC, determined, even if the Agency were to provide additional time extensions on the front-end of the development project, they were unable to commit with the revised development schedule. Thus, after several meetings and teleconferences, White-Challis Redevelopment Co., LLC, and Cocoa CRA staff agreed that terminating the agreement was in both parties' mutual interests.

Staff indicated that it would review the formerly issued Request For Proposals (RFP) related to the property and present a revised RFP for Agency consideration. Attached for your consideration is a revised RFP for the subject property.

As the Agency is aware, the original RFP called for proposals that provided a mixed use commercial and housing development.

Staff is now seeking guidance from the Agency regarding expanding the potential uses for the site. The following development options are included in the DRAFT RFP; they are provided for the Agency's consideration and determination of preference, if any. These development options are in no order of priority from staff perspective but provided for information only.

- 1) Vertically mixed-use commercial/retail with a residential or office component on upper floor(s)
- 2) Single-story commercial/retail
- 3) Boutique hotel
- 4) Parking structure with ground floor retail

(Note: The Cocoa Waterfront Overlay – CBD Sub district requires a minimum two-story structure)

BUDGETARY IMPACT

N/A

REVIEWED

City Manager



John A. Titkanich, Jr., AICP

REQUESTED MOTION

Provide direction regarding the DRAFT Request for Proposals for Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa, Florida.

REQUEST FOR PROPOSALS

Cocoa Community Redevelopment Agency, Cocoa, Florida

Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa, Florida



January 2017

REQUEST FOR PROPOSALS

**DEVELOPMENT SERVICES AND DISPOSAL OF REAL PROPERTY FOR 603
BREVARD AVENUE, COCOA. FL**

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUE DATE:
Page 1 of 19
PROPOSALS MUST BE
RECEIVED PRIOR TO 4:00
P.M. ON

PURCHASING DIVISION CONTACT: SONJA HAMILTON-
SUAREZ PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: ssaurez@cocoafl.org

PLEASE COMPLETE THE FOLLOWING	
AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name:	Do you accept Visa? YES NO
Address:	List of Deviations (if any) attached Yes ____ No ____
City, State, Zip:	If submitting a "NO RESPONSE", state reason: _____
Phone Number:	_____
Fax Number:	
E-Mail Address:	
FEIN Number:	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The Agency will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and nine (9) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, , **"Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa Florida"**. Respondent name and return address must be clearly identified on the outside of the envelope.

Authorized Signature

Title (typed or printed)

Printed Name & Title

Date

TABLE OF CONTENTS RFP # REQUEST FOR PROPOSALS

Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa, Florida

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SECTION I

INTRODUCTION

The Cocoa Community Redevelopment Agency (hereinafter referred to as "Agency") is soliciting Requests for Proposals to contract for **Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa Florida**. This solicitation shall be in accordance with section 163.380, Florida Statutes, which authorizes the Agency to sell, lease, dispose of, or otherwise transfer real property or any interest therein within a community development area. The Agency owns real property located at 603 Brevard Avenue, Cocoa, Florida 32922, which is located in the community redevelopment area of the Agency. In general, the Agency desires to convey the property in conjunction with a redevelopment project that is consistent with the Agency's Redevelopment Plan. The conveyance, if approved by the Agency, shall be in accordance with the successful proposal and negotiated terms and conditions set forth in an agreement between the Agency and the successful bidder. The Agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act of 1969. The Agency reserves the right to accept or reject any and all proposals submitted in accordance with this RFP.

RFP DUE DATE & TIME:, AT 4:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The Agency will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of Purchasing & Contracts Division will be the official authority for determining late responses.

All RFP information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope, **"DESIGN SERVICES AND DISPOSAL OF REAL PROPERTY FOR 603 BREVARD AVENUE, COCOA FLORIDA"**. Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit ten (10) complete sets (one (1) original (marked "ORIGINAL"), and nine (9) copies) of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements will be rejected by the Agency. It is the respondent's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at <http://www.demandstar.com>.

Responses not submitted in the format set forth herein shall be rejected. If a Proposer wishes not to submit a Proposal, complete and return the "NO RESPONSE" form on page 2.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Sonja Hamilton-Saurez, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833.

Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Hamilton-Saurez, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at ssaurez@cocoafl.org. Questions received less than five (5) calendar days prior to the due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

By submitting a proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the Agency, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the Agency that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFP submittal is accurate and truthful and that the Agency will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the Agency in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the Agency shall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all respondents and the proposals by the Agency does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFP. The Agency may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFP. Said agreements shall be approved separately by, and at the sole discretion of, the Agency, and shall depend on numerous factors such as the respondent offering a proposal that is consistent with the Agency's Redevelopment Plan, the Respondent's financial ability to complete the proposal in a manner deemed acceptable to the Agency, and the respondent's ability to accept the terms and conditions required by the Agency. Further, Respondent agrees that the Agency has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the Agency, and that the Agency has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The Agency will provide no compensation for such costs.

During the RFP process, Respondent consents to the Agency conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the Agency to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the Agency deems to be relevant to the services requested under this RFP.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFP which is set forth in section I of this RFP.

ANTI-LOBBYING PROVISION.

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE AGENCY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE AGENCY'S ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER.

EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO AGENCY BOARD MEMBERS, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER AGENCY OF COCOA OFFICIALS ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFP AS IF SET FORTH ABOVE.

Name of Respondent

Authorized Signature

Name & Title

Date

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The Agency reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the Agency. The Agency may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond to the project in its entirety.

ASSIGNMENT - Neither the contract nor payment due (if any) pursuant to this RFP may be assigned. Any attempt to assign the responsibilities and payment under this RFP without the express prior written consent of the Agency shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the person or entity that demonstrates technical and financial capability while most closely meeting the Agency's needs according to the evaluation criteria and factors designated in the RFP solicitation. Further, once the Agency approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a written Agreement and providing required and detailed financial information demonstrating financial capacity, including but not limited to letters of commitment for funding from lenders or other relevant sources. If the Agency pursues negotiations with a firm after the firm rankings, and a firm and the Agency cannot agree on an agreement, the Agency will cease negotiations and commence negotiations with the next ranked firm until the Agency has awarded an agreement or rejected all of the proposals at its sole discretion.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the Agency or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Agency Board shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the Agency.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the Agency in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications, proposal, and ability to fulfill the requirements of the RFP.

INFORMALITIES - The Agency reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations that may affect the eventual outcome of this RFP will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the Agency.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the Agency, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the Agency in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Agency will treat all materials received as public records.

TAX EXEMPTIONS - The Agency is tax exempt. The Agency tax-exempt number is 85-8012621548C-8.

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFP, the successful respondent is hereby on notice that the contract shall be subject to termination in the event that the respondent breaches the contract, or respondent fails to fulfill in a timely and proper manner its obligations under the contract, or if the respondent is declared bankrupt or insolvent, or respondent is found to have committed fraud or any other unlawful act against the Agency or another party. The Agency may, upon written notice to the respondent, terminate the right of the respondent to proceed under the contract, and may hold the respondent liable for any damages caused to the Agency by reason of such default and termination. In the event of such termination, any completed services performed by the respondent under the contract shall, at the option of the Agency, become

the Agency's property and the respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The respondent, however, shall not be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of contract by the respondent, and the Agency may withhold any payments to the respondent for the purpose of setoff until such time as the amount of damages due to the Agency from the respondent can be determined. Moreover, pursuant to section 163.380, Florida Statutes, the Agency may provide in any instrument of conveyance to a private purchaser or lessee that such purchaser or lessee is without power to sell, lease, or otherwise transfer the real property without the prior consent of the Agency until the purchaser or lessee has completed the construction of any or all improvements which the respondent has obligated itself to construct thereon.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period of ninety (90) days thereafter and subject to time requirements related to scheduling, posting public hearing notice, and holding Agency Board meeting to approve selected respondent(s).

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the Agency is presented with the alleged secrets together with proof that they are legally trade secrets. The Agency will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the Agency before obtaining the Agency's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this RFP, the Agency's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the Agency as having received an original Request for Proposal. Addenda information will be posted on Onvia DemandStar at <http://www.demandstar.com>. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the Agency reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the Cocoa City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City of Cocoa Web Page <http://www.cocoafl.org>, under the Agency's section. Agency Board meetings, at which matters regarding this RFP may be considered, are noticed by the Agency's staff office under the general rules and procedures of the Agency Board.

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

“The Agency desires to enter into this contract only if in so doing the Agency can place a limit on the Agency's liability for any cause of action arising out of the contract, so that the Agency's liability for any breach never exceeds the sum of any contract amount that is owed by the Agency

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

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Agency will not pay a retainer or similar fee. The Agency is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The Agency will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The Agency will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the Agency may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The Agency reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the Cocoa Police Department or its designees.

TERMS: Contracts awarded and entered into under this RFP shall be project or task based, subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the project agreed to under the contract for the real property at 603 Brevard Avenue, Cocoa, Florida and shall be subject to the Agency's right to terminate the Contract for cause.

STANDARD INSURANCE REQUIREMENTS

The respondent awarded the contract under this RFP MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the Agency. **Copies of all applicable current insurance certificates must be provided as a condition of any contract.**

Excluding professional liability policies which prohibit naming the Agency as an additional named insured, the Certificate of Insurance must be made to the Agency, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the Agency as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Agency.

All Certificates of insurance shall be approved by the Agency Redevelopment Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

SECTION II

1. GENERAL INFORMATION

The Cocoa Community Redevelopment Agency (Agency) invites Requests for Proposals to retain a qualified development firm to provide redevelopment services for the Cocoa Community Redevelopment Agency (Agency) property located at 603 Brevard Avenue in Cocoa Florida. Submittals must demonstrate the firm's ability to undertake the planning, design, financing, construction and implementation of the project independently or through a Public/Private Partnership. The Agency is making the property available for community redevelopment in the hope that it will serve as a catalyst for new development in the Agency's Redevelopment Area. The Agency is acting in accordance with section 163.380, Florida Statutes, which authorizes the Agency to sell, lease, dispose of, or otherwise transfer real property or any interest therein within a community redevelopment area. In general, the Agency desires to convey the property in conjunction with a redevelopment project that is consistent with the Agency's Redevelopment Plan. The conveyance, if approved by the Agency, shall be in accordance with the successful proposal and negotiated terms and conditions set forth in an agreement between the Agency and the successful bidder. The Agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act of 1969.

The future land-use for the property is "Commercial". The property is zoned Commercial Business District – Cocoa Village Overlay (CBD-CVO) and Cocoa Waterfront Overlay District. Respondents are encouraged to review and evaluate the City of Cocoa Zoning Code to determine the development requirements for these land uses and zoning designations before submitting a proposal. The Agency does not anticipate a future land-use or zoning change in relation to this site.

The zoning for the site, which is 0.87 acres, is "Central Business District – Cocoa Village Overlay" and "Cocoa Waterfront Overlay" and permitted uses are intended to allow and encourage more intensive office and commercial development, hotel and motel development, and multi-family residential development. The Cocoa Waterfront Overlay District is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Community Redevelopment Area. See Exhibit A, "Allowable Building Type", for guidance on type of structures permitted in the Waterfront Overlay District.

It should be noted that the property to the immediate south of the subject site is for sale. Respondents should investigate potential opportunities to combine the lots to create a larger unified development.

The Agency is not aware of any soil or groundwater contamination that may adversely affect development. All asbestos was removed during the demolition process of the former Cocoa City Hall which was previously located on the site.

The Advisory Selection Committee, made up of Agency and City of Cocoa staff, shall review the submittals, "short list" the firms, attend presentations by the short listed firms and then rank the presenting firms. All selection committee meetings shall be publicly noticed and interested parties are encouraged to attend. Agency staff will then present the top ranked firm(s) for Cocoa Community Redevelopment Agency Board approval and request the authorization to negotiate a development services agreement with the top ranked firm. The results of this negotiation will be reviewed and approved by the Cocoa Community Redevelopment Agency Board before the final

agreement is executed by all parties. The Board shall have the sole discretion to approve, approve with modifications, or reject any proposed agreement.

The Advisory Selection Committee may, however, initiate communication with any proposer in order to obtain additional information or clarification necessary for fair evaluation of their submittal. Ex parte communication initiated by a proposer may disqualify that firm from consideration for this or future Requests for Proposals. Do not contact the Advisory Selection Committee or any Board member regarding the review status of your or any other person's submittal.

In order to be considered qualified, a firm must be registered to do business in and have an office located in the State of Florida.

2. SCOPE OF SERVICES

The Firm retained shall serve as the Cocoa Community Redevelopment Agency developer for the purpose of redeveloping the property at 603 Brevard Avenue, Cocoa Florida, as part of a Public/Private Partnership.

A. Project Location and Ownership

The Cocoa Community Redevelopment Agency invites applicants to submit proposals for the purpose of selecting a developer for the property it owns at 603 Brevard Avenue. The parcels, which are in the Cocoa Community Redevelopment Area, is 0.87 acres and zoned Commercial Business District – Cocoa Village Overlay and Cocoa Waterfront Overlay. Contained within the City's designated Florida Brownfields Area, the parcels are eligible for State Department of Revenue incentives.

B. Purpose

The purpose of this Request for Proposals (RFP) is to select a qualified Development Team (Developer) to spearhead the development of the property and to continue the redevelopment efforts in the Cocoa Community Redevelopment Area. As outlined in the recently adopted Cocoa Community Redevelopment Agency Waterfront Master Plan, one objective is to "enhance downtown vibrancy and sustainability by increasing opportunities for mixed-use residential development in the CRA." All respondents are encouraged to obtain and thoroughly review a copy of the aforementioned Plan. Any proposal that is inconsistent with the Plan will be rejected, unless the respondent makes an absolutely compelling case to amend the Plan. However, respondents are hereby advised it is extremely unlikely that the Plan will be amended to accommodate the development of the subject site.

The Agency is desirous of a project that promotes the highest and best use for the property and advances the redevelopment goals of the Agency's plans.

The Agency seeks to convey property to a qualified developer or enter into a Public/Private Partnership to redevelop the property consistent with the Cocoa Community Redevelopment Agency Redevelopment Plan, Waterfront Master Plan and the provisions and guidelines expressed in this RFP. Potential options for development the Agency is interested in seeking include the following:

(THE FOLLOWING DEVELOPMENT TYPES ARE PROVIDED FOR THE AGENCY CONSIDERATION AND DETERMINATION OF PREFERENCE, IF ANY)

- 1) Vertically mixed-use commercial/retail with a residential or office component on upper floor(s)
- 2) Commercial/retail
- 3) Boutique hotel
- 4) Parking structure with ground floor retail

(Note: The Cocoa Waterfront Overlay – CBD Sub district requires a minimum two-story structure)

3. RFP CONTENTS BY SECTION

Sections of the RFP response should be tabbed and arranged in the sequence shown in the following sections.

1. LETTER OF INTEREST

The letter should include a statement indicating your understanding of the work to be performed as well as provide the firm's contact person and the telephone number where the person can be reached.

2. GENERAL BACKGROUND

- A. Current name, address, telephone, and fax number of respondent.
- B. Previous name and/or address of respondent, if any.
- C. Current President or CEO. Years in that position.
- D. Number of permanent employees.
- E. How many years has your organization been in business as a duly licensed respondent/developer?
- F. How many years has your organization been in business under its present business name?
- G. Under what other or former names has your organization operated, if any?
- H. If a corporation, submit a copy of current Certificate of Authorization from the State of Florida and answer the following: 1) date of incorporation, 2) state of incorporation, 3) president's name, 4) vice president's name, 5) secretary's name, 6) treasurer's name.
- I. If an individual or a partnership, answer the following: 1) date of organization, name and address of all partners (state whether general or limited partnership).
- J. If other than a corporation or partnership, describe organization and name principals.
- K. Name and address of current affiliated companies (parent, subsidiary, divisions).

3. CORPORATE EXPERIENCE – SIMILAR PROJECTS

Provide a narrative of the firm's, and any subcontractor's, experience specifically with regard to Public/Private Partnerships in the area of redevelopment. The narrative should include experience in developing

projects of a similar magnitude that incorporated and promoted sustainable development practices.

4. **QUALIFICATIONS OF KEY PERSONNEL, INCLUDING SUBCONTRACTORS**

Present a table of key firm personnel that will work on tasks assigned under this RFP. The table should provide the name, title, function, and indicate the availability of persons. Following the table, resumes for each team member shall be provided.

5. **REFERENCES**

Provide at least five (5) verifiable references in which the firm has performed redevelopment related activities **and** provide a list of any redevelopment projects completed in the last ten (10) years.

6. **ORGANIZATIONAL CHART**

The organizational chart shall identify all key firm personnel and all personnel who will perform work on tasks assigned under this RFP

7. **LEGAL PROCEEDINGS**

- A. List all arbitration demands filed by, or against, the respondent in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings.
- B. List all lawsuits (other than labor or personal injury litigation) filed by, or against, the respondent in the last five years, identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings.
- C. List any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or Occupational Safety and Health Administration concerning labor practices or the project safety practices of the respondent in the last five years. Identify the nature of the proceedings and the ultimate resolutions. Please include your Insurance Experience Modification factor.
- D. List any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any State revenue department, concerning the tax liability of the respondent in the last five years. Identify the nature of the proceedings and the ultimate resolutions.
- E. Have any criminal proceedings or investigations been brought against the respondent **or any principals of the respondent** in the last five years? If so, please attach a complete and detailed report with your responses.

8. **FINANCIAL FEASIBILITY AND RESPONDENT'S FINANCIAL REFERENCES**

- A. Submit a preliminary financing plan, including: construction budget and pro forma detailing total project capital costs, hard project costs and proposed sources of funding; demonstration of respondent's financial capacity to develop the Site; and suggested purchase price and terms to be paid for the property.
- B. Has the respondent, or any of its parents or subsidiaries, ever had a Bankruptcy Petition in its name, voluntarily or involuntarily?
- C. Has any majority shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily?
- D. Is the respondent currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity?
- E. What is the respondent's current bonding capabilities with a contract surety company for a single project? Identify the surety company and the current line of bonding credit. Provide name and address of current surety agent.
- F. Have Performance or Payment Bond claims ever been made to a surety on any project, past or present, where the respondent was the principal on the bond? If so, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.
- G. In the past five years, has any surety company refused to bond the respondent on any project? If so, specify the reasons given for that refusal and the name and address of the surety company that refused to bond.
- H. In the past five years, has any surety company refused to bond the respondent's parent company or subsidiaries on any project? If so, specify the reasons given for that refusal and the name and address of the surety company that refused to bond.

4. **CONCEPTUAL DEVELOPMENT AND VISION**

- A. Narrative and Vision Statement – provide a clear statement for the respondent's vision for the Site, including how the envisioned project will relate to the surrounding area and be a catalyst for economic and redevelopment within the community redevelopment area.
- B. Conceptual Development Program – present in both narrative and visual form the extent of the development proposal for the Site. Drawings may be “conceptual” in format, but should be detailed enough to reflect the scope of the proposed development. These elements can include: height; scale; square footage of units;

proposed architectural style and material types; site and building orientation; and building setback design. More detail is preferred. Drawings should be in color and drawn to scale to the extent possible.

- C. Creative and innovative design solutions are encouraged, including “green building” and sustainability.

5. DEVELOPMENT SCHEDULE

- A. Each respondent shall submit a proposed design, Agency review, and construction schedule in the form of a Gantt-type bar chart. The schedule shall reference benchmarks such as the following:

File complete site plan application
Final site plan approval
Obtain all development permits
Final certificate of occupancy
Conveyance Notice to Agency
Closing of property

6. MINIMUM RESPONDENT QUALIFICATIONS

A copy of the Request for Proposals requirements will be available beginning by contacting Onvia DemandStar at www.DemandStar.com or by telephone at 1 (800) 711-1712.

One (1) original proposal package and nine (9) copies must be submitted.

Qualified firms wishing to respond to this RFP must provide all services described in this document, whether directly or through sub-consultants. The Agency reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified subconsultants.

The successful respondent will appoint one of its employees as the key contact for approval by the Agency’s Project Manager.

It is the Agency’s belief that the service required is adequately described herein. Therefore, any negotiated contract which may result from this RFP must include the entire effort required of the respondent to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the Agency’s errors or omissions. A provision to this effect shall be included in any negotiated contract.

Respondents are solely responsible for educating itself about the terms and conditions of this RFP. Further, respondents are solely responsible for educating itself regarding the Agency’s Redevelopment Plans and Master Waterfront Plan, the characteristics of the community redevelopment area, and applicable provisions of the City of Cocoa’s Comprehensive Plan and land development regulations. Copies of any of the aforementioned documents may be obtained by contacting the City of Cocoa’s Community Services Department. In some case, some of the documents can be located on the City of Cocoa’s Official Web Site and municode.com.

SECTION III

I. Schedule of Events

The Agency reserves the right to establish and change the schedule of the RFP process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFP is as follows:

Last date for Inquiries	February 7, 2017
RFP Submittal Date	February 13, 2017
Evaluation/ranking of firms	Week of February 20, 2017
Notification of firm rankings	Week of March 6, 2017
Oral Presentations by short-listed firms	Week of March 20, 2017
Community Redevelopment Agency Board Review and Action	May 2, 2017
Development Agreement Negotiations	Commence May 3, 2017
Community Redevelopment Agency Board Approval	July 11, 2017

II. Proposal Evaluation and Criteria

In general, the Agency wishes to avoid the expense to the Agency and to respondents of unnecessary oral presentations. Therefore, the Agency will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the Review Committee shall schedule one or more of the top ranked firm(s) for presentations.

A RFP Review Committee comprised of Agency and City of Cocoa staff will evaluate and rank all proposals submitted. It is anticipated that a short list of no more than three (3) respondent firms will be compiled, and presentations will be heard prior to final ranking. One (1) firm will be qualified and presented to the Cocoa Community Redevelopment Agency Board for final acceptance.

Firm(s) shall be evaluated and points will be assigned based on the following criteria:

1. Professional Abilities/Experience – 35 points

- | | | |
|-----|--|-------------|
| I. | Relevant development and redevelopment Experience with RDA's | 0-15 points |
| II. | Relevant Public/Private Partnership Experience | 0-10 points |

III. Relevant experience with projects of this size and scope 0-10 points

2. Financial Feasibility/Capacity –30 points

Submissions will be evaluated based on the Firm(s) understanding and approach to the Agency's RFP consistent with the CRA Redevelopment Plan and Waterfront Masterplan, and the demonstrated financial capacity to undertake and develop the property in a timely manner.

3. Conceptual Development/Overall Vision for the Project –20 points

Creative and innovation design solutions, including mixed-use, "green building" and sustainability, are encouraged by the Agency.

4. Development Schedule –15 points

It is the desire of the Agency that this project commence construction within eighteen (18) months of Agency approval of the Development Agreement.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE EVALUATION FACTORS AND SUBMITTAL QUESTIONS IN THE ORDER LISTED ABOVE IN WRITING AS PART OF THE RFP SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

SECTION IV

PRESENTATIONS

In general, the Agency wishes to avoid the expense to the Agency and to respondents of unnecessary oral presentations. Therefore, the Agency will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the Review Committee shall schedule one or more of the top ranked firm(s) for presentations.

If the Agency chooses to conduct oral presentations with one or more of the respondents, the presentations will be held before the Review Committee at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the Agency's discretion. The following general guidelines will be used during the presentations:

The Agency will establish the presentation schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations, and top members of the Respondent's team that will be working on, and supervising, the project are expected to be present at the presentation and be available for questions.

The Agency will attempt to allot equal time for each respondent divided into three sequential parts: (1) Introductory presentation by the Respondent; (2) Questions and Answers between members of the Review Committee and the Respondent; and (3) Brief closing remarks by the Respondent. The

time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The Agency reserves the right to go over the allotted time at any presentation to the extent that the Review Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFP.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFP, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the Agency's requirements and objectives set out in this RFP.

After the presentations, the Review Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Review Committee. The final ranking will be submitted to the Agency Board as a recommendation only. The Agency Board has the right to accept, reject, or modify the recommendation as it deems in the best interests of the Agency. The Agency Board will render, at its sole and absolute discretion, the final decision on the ranking received from the Review Committee and the award of any and all contracts under this RFP. The Agency Board's decision shall constitute the final decision of the Agency regarding this RFP.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE EVALUATION FACTORS (#1 THROUGH #9 ONLY) IN THE ORDER LISTED ABOVE AND THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

EXHIBIT A

ALLOWABLE BUILDING TYPES

WATERFRONT OVERLAY DISTRICT

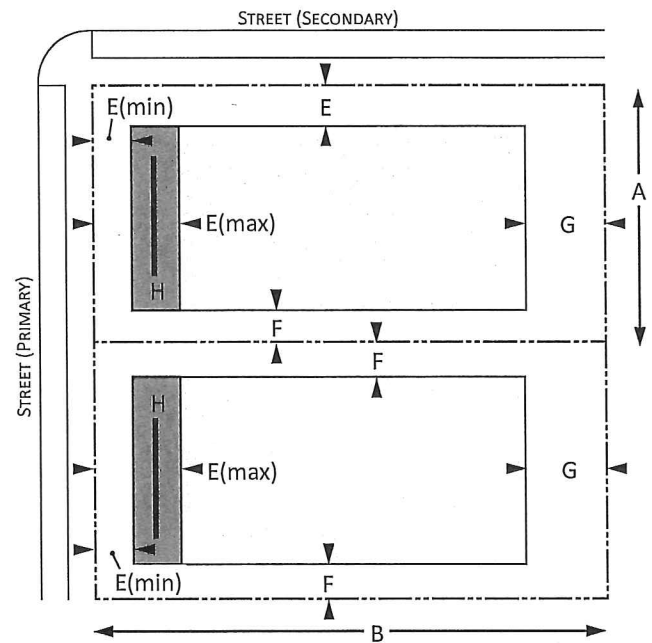
DRAFT

APARTMENT BUILDING

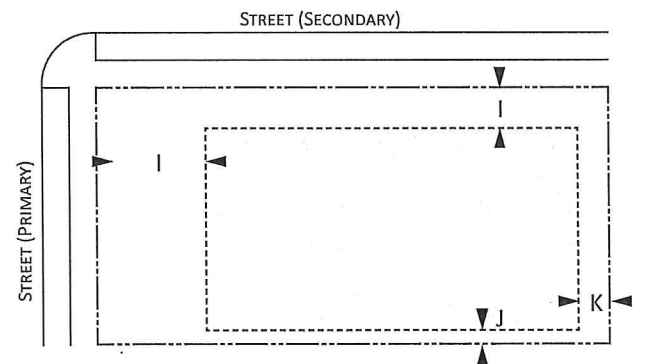
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS [as established in Sec. 21.(l).1]		MIN	MAX
A - Lot Width (ft)		40	150
B - Lot Depth (ft)		100	300
C - Lot Size (sf)		4,000	40,000
D - Lot Coverage (%)		--	90
BUILDING ENVELOPE [as established in Sec. 21.(l).2]		MIN	MAX
E - Street Setback (ft)		Refer to Regulating Plan for setback.	
F - Side Setback (ft)		5	--
G - Rear Setback (ft)		15	--
H - Frontage Buildout (%)		60	80
ACC STR ENVELOPE [as established in Sec. 21.(l).3]		MIN	MAX
I - Street Setback (ft)		30	--
J - Side Setback (ft)		10	--
K - Rear Setback (ft)		10	--
L - Building Footprint (sf)		--	800
BUILDING HEIGHT [as established in Sec. 21.(l).4]		MIN	MAX
M - Principal Building (st)		2	4
N - Accessory Structure(s) (ft)		--	30
PARKING PROVISIONS [as established in Sec. 21.(l).5]		Zone 2 and 3	
Location		Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(l).6 & (j)]		Required:	
		P, F, S	

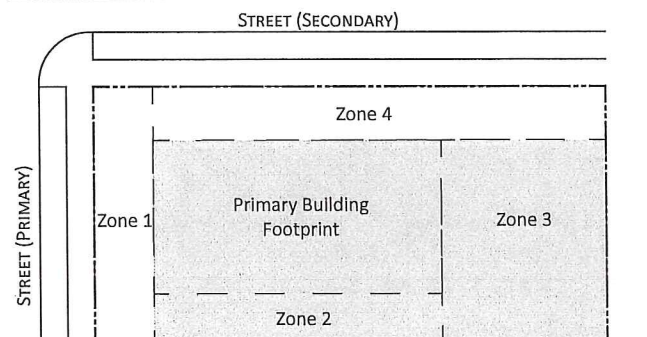
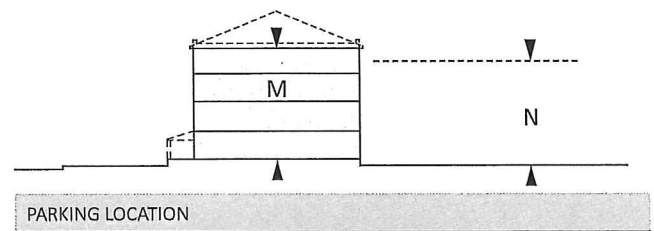
LOT REQUIREMENTS AND BUILDING ENVELOPE



ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



EXAMPLE



COURTYARD APARTMENT

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

LOT REQUIREMENTS [as established in Sec. 21.(l).1]		MIN	MAX
A - Lot Width (ft)		80	120
B - Lot Depth (ft)		80	180
C - Lot Size (sf)		9,000	20,000
D - Lot Coverage (%)		--	80
BUILDING ENVELOPE [as established in Sec. 21.(l).2]		MIN	MAX
E - Street Setback (ft)		Refer to Regulating Plan for setback.	
F - Side Setback (ft)		0 *	10
G - Rear Setback (ft)		10	--
H - Frontage Buildout (%)		50	75
ACC STR ENVELOPE [as established in Sec. 21.(l).3]		MIN	MAX
I - Street Setback (ft)		30	
J - Side Setback (ft)		10	--
K - Rear Setback (ft)		10	--
L - Building Footprint (sf)		--	800
BUILDING HEIGHT [as established in Sec. 21.(l).4]		MIN	MAX
M - Principal Building (st)		2	4
N - Accessory Structure(s) (ft)		--	30
PARKING PROVISIONS [as established in Sec. 21.(l).5]			
Location		Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(l).6 & (J)]		Required:	
		F	

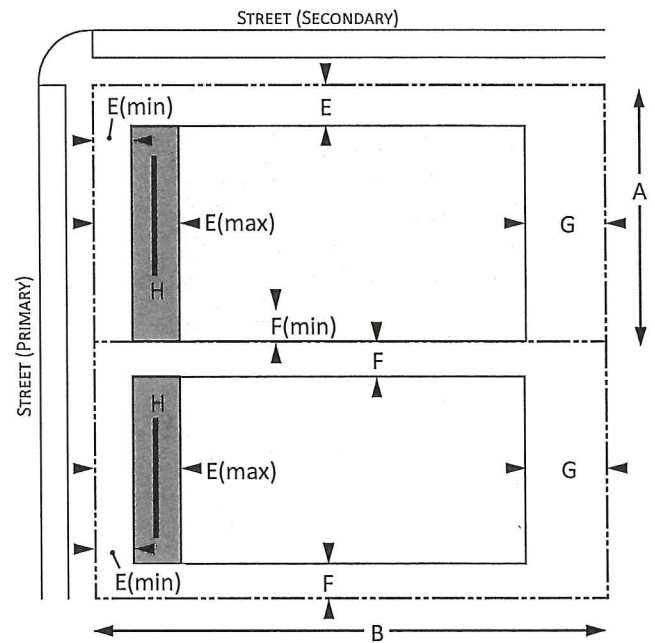
* 10' Separation required from adjacent detached building



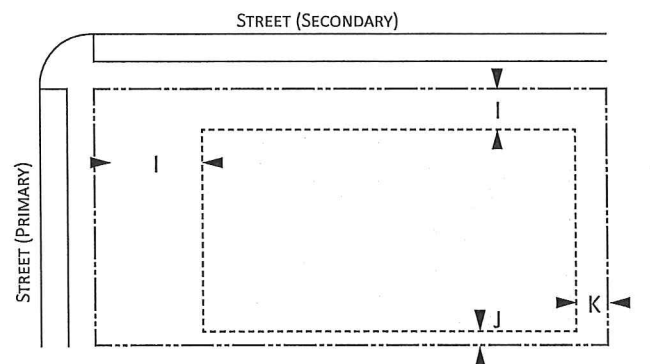
EXAMPLE

Cocoa Waterfront Overlay District
May 2013

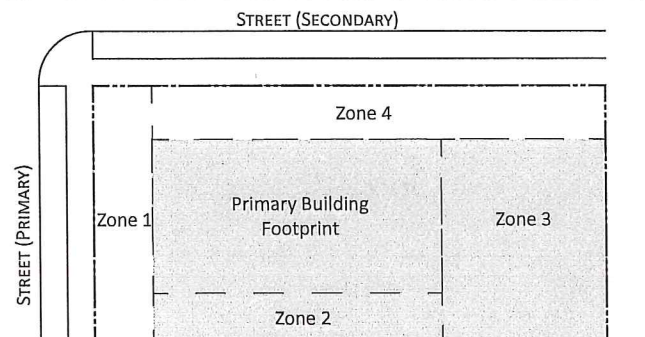
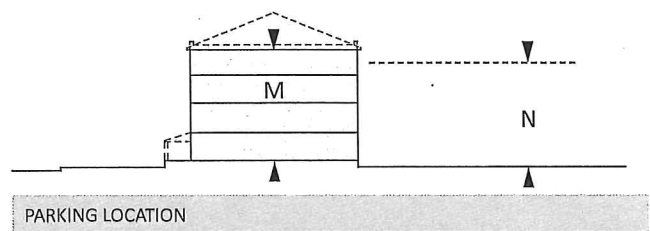
LOT REQUIREMENTS AND BUILDING ENVELOPE



ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT

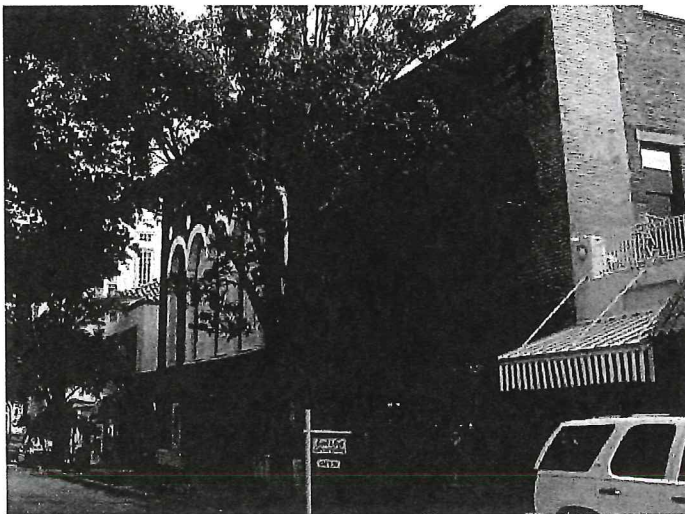


COMMERCIAL/ MIXED-USE - SMALL

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for smaller lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(l).1]		MIN	MAX
A - Lot Width (ft)		15	60
B - Lot Depth (ft)		80	120
C - Lot Size (sf)		1,800	7,200
D - Lot Coverage (%)		--	90
BUILDING ENVELOPE [as established in Sec. 21.(l).2]		MIN	MAX
E - Street Setback (ft)		Refer to Regulating Plan for setback.	
F - Side Setback (ft)		0	6
G - Rear Setback (ft)		5	--
H - Frontage Buildout (%)		80	100
ACC STR ENVELOPE [as established in Sec. 21.(l).3]		MIN	MAX
I - Street Setback (ft)		30	
J - Side Setback (ft)		10	--
K - Rear Setback (ft)		10	--
L - Building Footprint (sf)		--	800
BUILDING HEIGHT [as established in Sec. 21.(l).4]		MIN	MAX
M - Principal Building (st)		2	4
N - Accessory Structure(s) (ft)		--	30
PARKING PROVISIONS [as established in Sec. 21.(l).5]			
Location		Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(l).6 & (l)]		Required:	

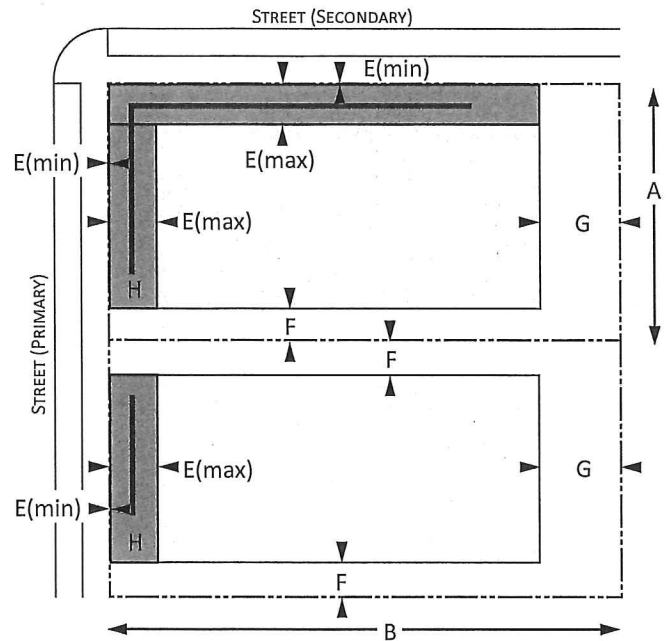
C



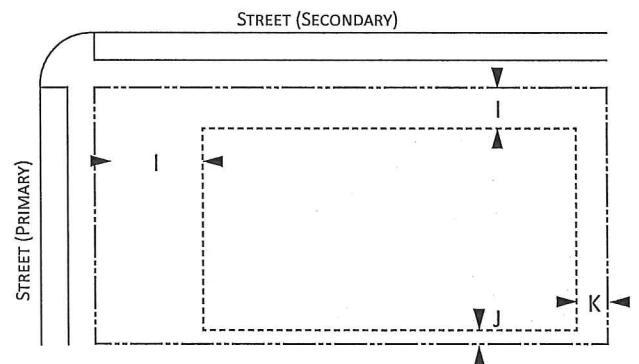
EXAMPLE

Cocoa Waterfront Overlay District
May 2013

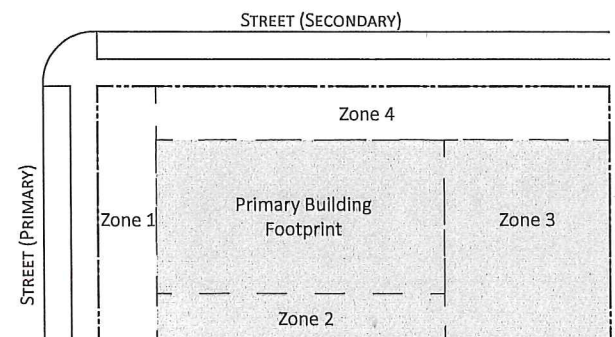
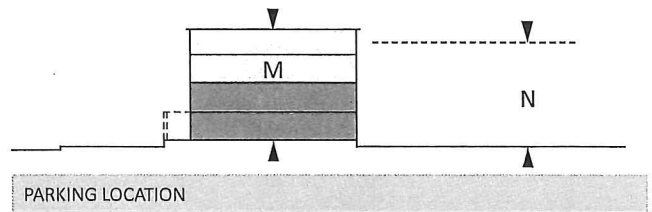
LOT REQUIREMENTS AND BUILDING ENVELOPE



ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT





COMMERCIAL/ MIXED-USE - MEDIUM

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for average lot sizes.

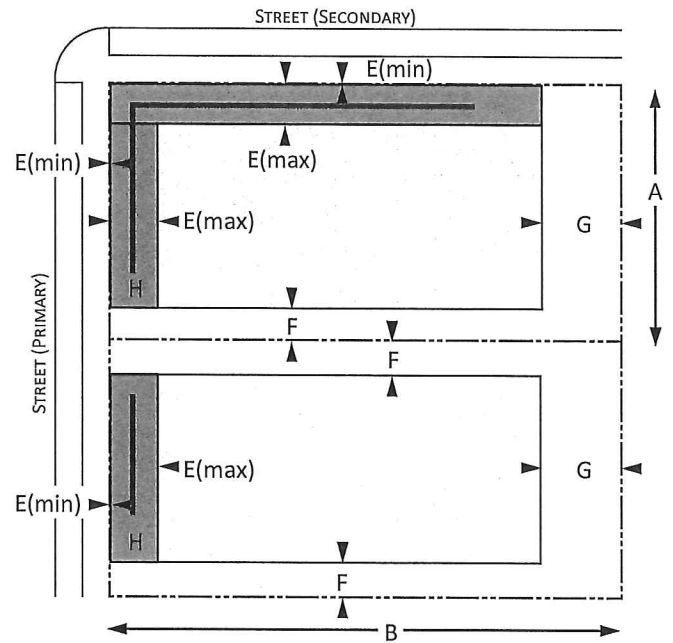
LOT REQUIREMENTS [as established in Sec. 21.(l).1]		MIN	MAX
A - Lot Width (ft)		60	120
B - Lot Depth (ft)		--	500
C - Lot Size (sf)		--	60,000
D - Lot Coverage (%)		--	90
BUILDING ENVELOPE [as established in Sec. 21.(l).2]		MIN	MAX
E - Street Setback (ft)		Refer to Regulating Plan for setback.	
F - Side Setback (ft)		0	--
G - Rear Setback (ft)		10	--
H - Frontage Buildout (%)		90	100
ACC STR ENVELOPE [as established in Sec. 21.(l).3]		MIN	MAX
I - Street Setback (ft)		30	--
J - Side Setback (ft)		10	--
K - Rear Setback (ft)		10	--
L - Building Footprint (sf)		--	800
BUILDING HEIGHT [as established in Sec. 21.(l).4]		MIN	MAX
M - Principal Building (st)		2	5
N - Accessory Structure(s) (ft)		--	30
PARKING PROVISIONS [as established in Sec. 21.(l).5]			
Location		Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(l).6 & (j)]		Required:	
		C	



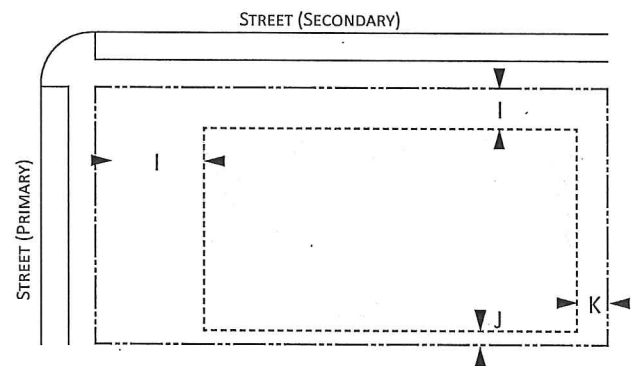
EXAMPLE

Cocoa Waterfront Overlay District
May 2013

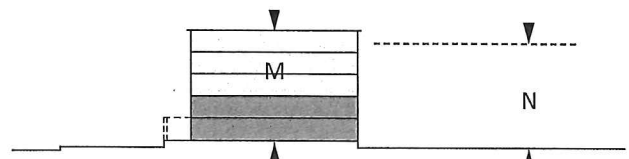
LOT REQUIREMENTS AND BUILDING ENVELOPE



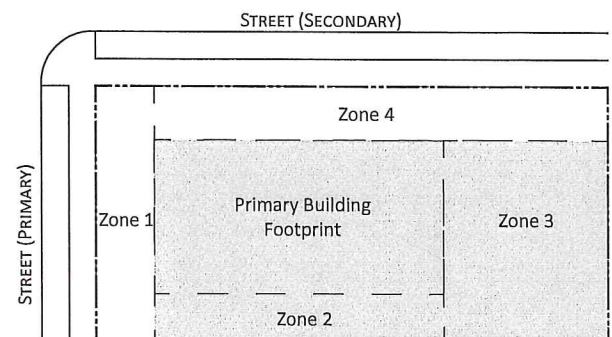
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION





COMMERCIAL/ MIXED-USE - LARGE

A building lot located and designed to accommodate a multi story building with commercial, office and/or multiple dwellings in any story that is designed for larger lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(l).1]		MIN	MAX
A - Lot Width (ft)		120	300
B - Lot Depth (ft)		--	500
C - Lot Size (sf)		--	150,000
D - Lot Coverage (%)		--	90
BUILDING ENVELOPE [as established in Sec. 21.(l).2]		MIN	MAX
E - Street Setback (ft)		Refer to Regulating Plan for setback.	
F - Side Setback (ft)		0	--
G - Rear Setback (ft)		10	--
H - Frontage Buildout (%)		90	100
ACC STR ENVELOPE [as established in Sec. 21.(l).3]		MIN	MAX
I - Street Setback (ft)		30	--
J - Side Setback (ft)		10	--
K - Rear Setback (ft)		10	--
L - Building Footprint (sf)		--	800
BUILDING HEIGHT [as established in Sec. 21.(l).4]		MIN	MAX
M - Principal Building (st)		2	8
N - Accessory Structure(s) (ft)		--	30
PARKING PROVISIONS [as established in Sec. 21.(l).5]			
Location		Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(l).6 (j)]		Required:	

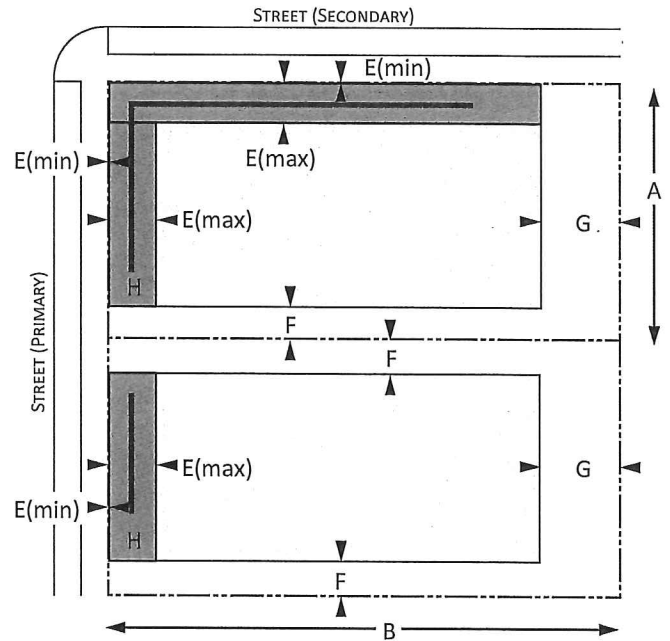
C



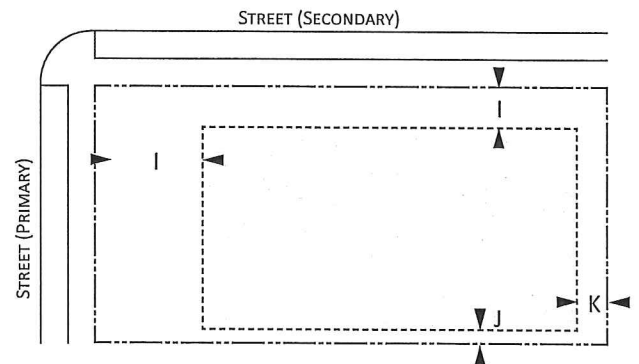
EXAMPLE

Cocoa Waterfront Overlay District
May 2013

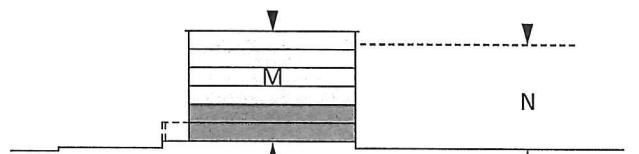
LOT REQUIREMENTS AND BUILDING ENVELOPE



ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION

