Agenda
City of Cocoa
Regular Meeting

October 27, 2025
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

II. APPROVAL OF AGENDA AND MINUTES

1. Agenda: Special Meeting of October 27, 2025.
2. Minutes: Special Meeting of September 9, 2025.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Approve two (2) five-year agreements for the property at 600 Florida Avenue: the first being the Cocoa Community Redevelopment Agency (CRA) Master Lease Agreement with the property owner, Cocoa Village Partners, Inc.; and the second being the Sublease Agreement between the CRA and the United States Postal Service (USPS) for the Cocoa Downtown Station. Authorize the City Manager to execute both the Master Lease and the Sublease, and all related documents. Staff will return with any necessary budget amendments.
2. Approve a Resolution Amending the FY26 Budget, BAF26-004-IFT for the 50% match funding of $1,494,500 for the Florida Inland Navigation District (FIND) Grant award for the Lee Wenner Park Day Slips and Revetment project, and transfer the funds through an Interfund Transfer to the City's Capital Project Account; Approve an Interlocal Agreement with the City of Cocoa for the Project.
3. Cocoa CRA approval of an amount not to exceed $180,000 for the Design and Permitting Services for the Improved T-Dock Project. Approve a Resolution Amending the FY26 Budget (BAF#26-006-A), from Cocoa CRA Fund Balance to Infrastructure. Staff will return to the CRA Board and City Council with the finalized Grants, Amendments, and Agreements.

4. Agency approval of the Cocoa CRA Tax Increment Financing (TIF) Reinvestment guidelines.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE - November 3, 2025 at 6:00 PM

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.

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	07/10/2025
Agenda Date:	10/27/2025
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Request Agency approval of the Agenda of Cocoa CRA meeting for October 27, 2025 as written or with amendments.

BACKGROUND:
Request Agency approval of the Agenda of Cocoa CRA meeting for October 27, 2025 as written or with amendments.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Request Agency approval of the Agenda of Cocoa CRA meeting for October 27, 2025 as written or with amendments.

COCOA
REDEVELOPMENT AGENCY

COCOA COMMUNITY REDEVELOPMENT AGENCY BOARD
REGULAR MEETING AGENDA
DATE: Monday, October 27, 2025
LOCATION: Cocoa City Hall, 65 Stone Street
TIME: 6:00 p.m.

I. CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

II. APPROVAL OF AGENDA & MINUTES:
AGENDA: Special Meeting of the Cocoa CRA held on Monday, October 27, 2025.
MINUTES: Special Meeting of the Cocoa CRA held on Tuesday, September 9, 2025.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Approve two (2) five-year agreements for the property at 600 Florida Avenue: the first being the Cocoa Community Redevelopment Agency (CRA) Master Lease Agreement with the property owner, Cocoa Village Partners, Inc.; and the second being the Sublease Agreement between the CRA and the United States Postal Service (USPS) for the Cocoa Downtown Station. Authorize the City Manager to execute both the Master Lease and the Sublease, and all related documents. Staff will return with any necessary budget amendments.
2. Approve a Resolution Amending the FY26 Budget, BAF26-004-IFT for the 50% match funding of $1,494,500 for the Florida Inland Navigation District (FIND) Grant award for the Lee Wenner Park Day Slips and Revetment project, and transfer the funds through an Interfund Transfer to the City's Capital Project Account; Approve an Interlocal Agreement with the City of Cocoa for the Project.
3. Cocoa CRA approval of an amount not to exceed $180,000 for the Design and Permitting Services for the Improved T-Dock Project. Approve a Resolution Amending the FY26 Budget (BAF#26-006-A), from Cocoa CRA Fund Balance to Infrastructure. Staff will return to the CRA Board and City Council with the finalized Grants, Amendments, and Agreements.
4. Agency approval of the Cocoa CRA Tax Increment Financing (TIF) Reinvestment guidelines.

VI. NEXT MEETING DATE
The next meeting of the Cocoa Community Redevelopment Agency will be on **Monday, November 3, 2025 at 6:00 pm,** Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:
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Pursuant to Section 286.0105, *Florida Statutes,* the City hereby advises the public that: if a person decides to appeal any decision made by 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.

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	07/10/2025
Agenda Date:	10/27/2025
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Request Agency approval of the Minutes of Cocoa CRA meeting for September 9, 2025 as written or with amendments.

BACKGROUND:
Request Agency approval of the Minutes of Cocoa CRA meeting for September 9, 2025 as written or with amendments.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Request Agency approval of the Minutes of Cocoa CRA meeting for September 9, 2025 as written or with amendments.

MINUTES
COCOA CRA
September 9, 2025

The Special Meeting of the Cocoa Community Redevelopment Agency was held on Tuesday, September 9, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. CALL TO ORDER:

Chairperson BLAKE called the meeting to order at 4:00 p.m.

INVOCATION: Vice Chairperson WEEKS led the assembly in Invocation.

PLEDGE OF ALLEGIANCE: Chairperson BLAKE led the assembly in the Pledge of Allegiance.

PRESENT:	Michael C. Blake	Chairperson
	Patricia Weeks	Vice Chairperson
	Alex Goins	Agency Member
	Lavander Hearn	Agency Member (via phone)
	Lorraine Koss	Agency Member
	Janne Etz	Agency Member
	Candace Rogers	Agency Member
	Kristin Eick	Assistant City Attorney
	Peyton Fink	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

City Manager Whitten, Community Services Director Neuterman, Community Services Manager Justiniano, Police Chief Evander Collier IV, and Police Commander Marchica.

II. Approval of Agenda and Minutes:

Agenda: Special Meeting held on September 9, 2025, either as written or with amendments.

* **MOTION by Chairperson BLAKE; Seconded by Agency Member ETZ to approve the Agenda for the Special meeting of September 9, 2025, with action items 5-1 and 5-2 switched.**

THE VOTE ON THE MOTION WAS:

AYES: BLAKE, WEEKS, ETZ, ROGERS.

THE MOTION PASSED (4-0)

Minutes: Regular Meeting held on August 4, 2025, either as written or with amendments.

* **MOTION by Vice Chairperson WEEKS; Seconded by Agency Member ETZ for discussion regarding the Minutes for the Regular meeting of August 4, 2025.**

Agency Member Rogers wants to make an amendment for minutes; she does not believe the third sentence on page seven reflects what was being stated correctly. She then made a motion to change the minutes. Which was seconded by Agency Member Etz.

* **MOTION by Agency Member Rogers; Seconded by Agency Member Etz to approve the minutes for August 4, 2025 with an amendment on page 3.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

II. DELEGATIONS:

- D. Hearn wished the mayor and everyone in the Council Chamber well.
- Cindy Pawlak has concerns about safety and homelessness in the village. Stated that it has been a long slow summer because of it and she is losing money.

IV. PRESENTATIONS: None

V. ACTION ITEMS:

1. Request Agency approval of a Commercial Façade Improvement Program (CFIP) grant application to award an amount not to exceed $10,000 for the

property located at 501 Florida Avenue and authorize the City Manager to complete and execute a CFIP Agreement.

Director Neuterman began by giving an overview of the application. She also gave information regarding the amount being requested and the property itself. Some improvements included new sighting, new skirting, replacing the trimming, etc. The applicant has submitted all required documents, and staff is requesting an amount not to exceed $10,000. The applicant (Sean Roberts) then began to speak about the property. He thanked everyone for having him and for having such a grant. He went over some of the repairs that he wants to complete. The Chairperson thanked him for standing by his property.

Delegation card from Alex Greenwood who took a moment to speak highly of Sean and his property. He hopes that his application is accepted by the agency members.

Agency Member GOINS then made the motion to approve the application, and it was seconded by Vice Chairperson WEEKS. It was unanimously Approved.

* **MOTION by Agency Member GOINS; Seconded by Vice Chairperson WEEKS to approve the applicant the Commercial Façade Improvement Program grant application for an award not to exceed $10,000 for the property located at 501 Florida Avenue.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

2. Request Agency approval for option one or two on a quote provided by Allied Universal Security Services to have a security guard in the Cocoa Village, effective October 2025 to September 2026. Option one is for an unarmed security guard for 92 hours a week at an annual rate of $127,254.40. While option two is for an armed security guard for 92 hours a week at an annual rate of $147,347.20.

Director Neuterman explained that we are looking for the agency to choose option one or two of the provided quote, both of which have the same schedule. Once an option is agreed upon the City Manager will have to authorize a contract to be brought back at a later date. She then gave an overview of the action item.

Agency Member Goins and Vice Chairperson Weeks have questions regarding the number of security guards working. The answer is that there is one security guard working at a time, but there will be multiple officers working the schedule throughout the week. It will rotate, meaning there will not be just one officer working the whole schedule for the week.

Director Neuterman gave additional information regarding the security guard during a discussion with Agency Member Etz. This information included the fact that the security guard will replace the police officer and the $100,000 budgeted for police will be absorbed and go towards the quote for security. Estimated time frame for security is 45-60 days minimum.

Agency Member Rogers is not in favor of an either-or option. Believes we are missing a foundation, and states that the homeless problem is a complex issue and cannot be addressed by police. She made suggestions to increase safety but does not believe they will solve the problem. She is overall not in favor of a security guard in the village and would like a framework for police.

Agency Member Goins and the Police Chief discussed some options to increase the police presence in the village. The Police Chief mentioned that there is a non-emergency number that can be called for suspected criminal activity. They also discussed how hard it is to get officers to sign up for late night shifts to work the village. Agency Member Goins would be on board with incentivizing officers with more money to work these shifts and would like to try it for a few months. He is not a fan of only having one security guard, he would rather have police.

The Chairperson asked for information to allocate for police coverage. This is something that Director Neuterman would need to work with finance on, The City Manager noted that the CRA can probably budget it. If the CRA were dismantled this item would need to be brought back and it could be costly as noted by Chairperson Blake. The City Manager stated that this may be more of an Agency Attorney question as an agreement may be involved.

The Vice Chairperson and Police Chief then discussed the option of raising the pay for officers in the village. It would need to be negotiated with the union and vacancies are hard to fill right now. You would also need to raise all salaries in the department. The Vice Chairperson would rather have police but understands we may have to go with the security guard.

Agency Member Koss is also in favor of using police officers instead of a security guard. The City Manager and her went over the types of additional benefits off-duty officers receive working these shifts. She agrees with Agency Member Rogers statements regarding needing framework. She is also on board with trying to incentivize officers for a few months to work the late-night shifts in the village. The City Manager then stated that these topics can be addressed at the upcoming nightlife workshop. He stated that we do have law and order but the homeless have rights

The Police Chief added to this discussion by saying that the police force does have a good framework and there has been a reduction in crime. He explained that homelessness is a slippery slope, and they do have rights. The police officers are trained to deal with them. They want to be careful that they do not get sued. There are currently two officers that work Thurs-Sat in the village from 10 p.m. to 3 a.m. Commander Marchica then went over the precautions the police department has to ensure safety in the village and plan for events. The Commander also stated that if you feel unsafe in the village call 911, but if you need an escort then call the non-emergency number. The Police Chief further emphasized the importance of making the calls and stated that all calls are recorded. He also stated that at night there will be loud music, the officers are there to make sure no one is shot and killed, which is the number one priority. When the police ask people to turn down their music, they comply. The police do not have the staff to cite everyone, law also states people can play music from cars.

Assistant City Attorney Eick informed the agency members and staff that policing was repealed from the CRA plan in 2025 so if an option is chosen, an interlocal agreement would need to be brought back. So, the CRA would fund the community policing option chosen and the city would be contracting with the contractor. Agency Member Hearn asked Eick who the liability would fall on if a lawsuit were to occur. She responded that it would be a concern, but the contract would need to be written to protect the city in the best way possible, but you cannot stop someone from suing. He is in favor of increasing police money and adding more security measures such as cameras.

Chairperson Weeks agrees with giving the extra money to the police, where we can have more police officers who can intervene better than a security guard. States that she would make a motion to that effect.

Chairperson Blake asks if we can table this vote to acquire more information to make a proper and safe assessment. As many are in favor of increasing the police salary. After requesting that this discussion be tabled for another meeting, he opens the floor up to audience comments.

Audience Comments:

Margaret Pope: Has an issue with speed limit as well as a hole that is in front of her shop that she wants fixed. Alcohol bottles were left in her flower bed, feels that people leaving the bars with open containers is a safety concern.

Pam Shea: Brought in documents from members of the community. She discussed multiple issues that have been going on in the village and that if a security guard is approved, she will ask the agency to update the special events policy to save $12,000.

Joshua Dudley: Spoke of incidents he had where people were threatening his family and livelihood. Someone demanded money from his store and threatened to break windows.

Alisa Otto: Owns Trekalla 315 second floor and discussed her experiences with the homeless issue. Says that people respect police but does not think they will respect security. Believes that investing in these issues needs to be at the forefront of the CRA.

Bruce Reigl: Owns Village Art Gallery and has had issues a few times with clients feeling unsafe walking to their cars. Now he knows the police can be easily accessible so that may help him. He feels that something needs to be done during the day instead of just at night to improve security.

Alex Greenwood is in favor of armed security due to issue with noise that has come from his tenants. He agrees with statements previously made by Agency Members Rogers and Goins. Greenwood also believes that we need to advertise the parking lot and security systems.

Agency Member Etz then stated that whatever we do will take time, so in the meantime she asks that there be more police presence in the village. Agency Member Rogers agrees with Agency Member Etz's statements.

Chairperson Blake then made a motion to table this discussion for another time. Which was seconded by Vice Chairperson Weeks, and it passed unanimously.

Letters from Pam Shea

- Exhibit A: Letter from Stacie Hart Sidwell (Letter found attached)
- Exhibit B: Letter from Bethany MacArthur (Letter found attached)
- Exhibit C: Letter from Scherri Gollehon (Letter found attached)
- Exhibit D: Letter from Frances Spina (Letter found attached)

* **MOTION by Chairperson BLAKE Seconded by Vice Chairperson WEEKS to table this vote for another time.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS. PASSED UNANIMOUSLY

VI. ATTORNEY REPORT: None

VII. UPDATES AND STAFF REPORTS:

Director Neuterman stated that we will work on getting a nightlife workshop for November.

VIII. NEXT MEETING DATE:

Monday, October 6, 2025, at 6:00 pm in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

IX. ADJOURNMENT:

* **MOTION by Vice Chairperson WEEKS; Seconded by Agency Member ETZ to adjourn the Special meeting of September 9, 2025.**

AYES: BLAKE, ETZ, GOINS, HEARN, KOSS, ROGERS, WEEKS.

THE MOTION PASSED UNANIMOUSLY (7-0)

The meeting adjourned at 5:42 p.m.

____
Michael C. Blake, Chairperson

Respectfully Submitted by:

____
Peyton Fink, Recording Secretary

From: **Bethany Cannon** cannon_bethany@yahoo.com
Subject: Fw: Meeting CRA
Date: September 8, 2025 at 4:02 PM
To: sheltie1@tailsatthebarkery.com

BC

----- Forwarded Message -----
From: Frances Spina <frannygig@bellsouth.net>
To: "cannon_bethany@yahoo.com" <cannon_bethany@yahoo.com>
Sent: Monday, September 8, 2025 at 02:49:55 PM EDT
Subject: Meeting CRA

I recently sold my business after witnessing 7 1/2 years of nothing being done about the homeless/mentally ill problem in Cocoa Village. I wrote letters to the whole of the city council with no response except for Matt Barringer. I caught people panhandling who actually threatened me for filming them. I would leave my shop to let people know they did not have to hand out money to the homeles. I've had run-ins on social media with Matthew's Hope, calling me unsympathetic when they are the ones causing the problems.They have become a magnet for the area of Cocoa along with every other enabling entity that circles our quaint town of Cocoa Village. I wrote the police emails with no response also. You can't tell me crime is down when in the short amount of time I've been in business there has been shootings outside of my 12 Stone Street shop, stabbing under the bridge of a homeless person, an (armed)robbery at dog and bone bar, female merchants (approached at night) afraid to go to their cars and the myriad of troubles, the homeless bring... Defecating in public, destroying the public bathrooms, sleeping in front of stores or sitting with all their earthly belongings strewn out around them. The recent Law tells us that you need to move along the homeless to a designated place. Where is that in the city of Cocoa? It's time to make one and not in Cocoa Village. The community needs full time police presence.

Sincerely,
Frances Paula Spina. Former owner of Lilac Lane Boutique at 308 Brevard Ave. in Cocoa Village
Sent from my iPhone

From: **Bethany Cannon** cannon_bethany@yahoo.com
Subject: CRA LETTER
Date: September 9, 2025 at 9:04 AM
To: sheltie1@tailsatthebarkery.com

BC

As a business owner in the historic district, I'm deeply concerned about the safety and security of my customers and employees. Unfortunately, I've noticed a change in our community's atmosphere, and it's affecting the way people feel about visiting our area. MANY customers have expressed concerns about their safety when coming into my business, and I've even had to lock the door on SEVERAL occasions due to suspicious activity. Personally, I don't feel safe and it's disheartening to see our community isn't what it used to be. To make matters worse, I've witnessed several criminal actions take place right out front of my window, including drug use and sales. Just last week, I had to call the Cocoa Police because a person defecated in the middle of the day, on the sidewalk. It's unacceptable and inexcusable. Is this really the lasting impression we want to leave on our visitors? I don't think so.

I believe a stronger police presence would make a significant difference in maintaining the area's vibrancy, ensuring everyone feels welcome, protected, and safe. What's needed isn't a security guard, but an actual police officer who can make arrests and handle criminal activity on site. We've been relying on calling the police for years as merchants, and it's clear that a more proactive approach is necessary to restore safety and security to our community.

Sincerely,
Bethany MacArthur
B&B Candles & Soaps
12 Stone Street

From: **Bethany Cannon** cannon_bethany@yahoo.com
Subject: CRA LETTER
Date: September 9, 2025 at 9:04 AM
To: sheltie1@tailsatthebarkery.com

BC

As a business owner in the historic district, I'm deeply concerned about the safety and security of my customers and employees. Unfortunately, I've noticed a change in our community's atmosphere, and it's affecting the way people feel about visiting our area. MANY customers have expressed concerns about their safety when coming into my business, and I've even had to lock the door on SEVERAL occasions due to suspicious activity. Personally, I don't feel safe and it's disheartening to see our community isn't what it used to be. To make matters worse, I've witnessed several criminal actions take place right out front of my window, including drug use and sales. Just last week, I had to call the Cocoa Police because a person defecated in the middle of the day, on the sidewalk. It's unacceptable and inexcusable. Is this really the lasting impression we want to leave on our visitors? I don't think so.

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Sincerely,
Bethany MacArthur
B&B Candles & Soaps
12 Stone Street

Jon's Fine Jewelry

215 Brevard Avenue • Cocoa Village • Cocoa, Florida 32922 • (321) 631-0270 • Fax (321) 636-2577

CRA Board Members

09.05.2025

I am writing this letter to address the threat to our peace and safety in the Village. As a business operator here for nearly thirty years I can say with some authority that we have never seen a more disturbing atmosphere.

The influx of vagrants who seem to feel they have a right to harass our employees and visitors with aggressive panhandling, threats of violence and drug dealing are a constant concern for the business owners, shoppers and residents of Cocoa Village.

Our customers are now "afraid" to get out of their cars, walk alone or even come down to the village.

As an example, we have an individual on a bicycle confronting people and demanding money. He loudly hurls insults and profanity when he doesn't get what he demands. He even barges into shops and threatens people. Although our police have been very helpful, they can only tell him to stay away. He just keeps coming back.

This situation is not good for our safety and it's not good for the reputation of the Village. Our city government needs to take immediate action to restore our quaint village to its former charm.

Thank you for time.

Sincerely, Scherri Gollehon Scherri Gollehon

scherri@jonsfinejewelry.com
Jon's Fine Jewelry
215 Brevard Avenue
Cocoa Village, FL. 32922
321-631-0270

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217 King Street. Cocoa, FL. 32922 | 321-305-6647 |
stacie@freedomopticalinc.com wwww.freedomopticalinc.com

Statement for Cocoa City Council & City Officials

Subject: The Need for Armed Security in Cocoa Village

Honorable Council Members and City Leaders,

Cocoa Village is one of our community's greatest assets — a historic, walkable district where residents and visitors alike come to enjoy shopping, dining, events, and local culture. Its success depends on creating an environment where people feel safe and welcomed. Unfortunately, recent incidents have raised serious concerns about public safety and the ability of businesses to operate without disruption.

Over the past several months, business owners and patrons have experienced a sharp increase in aggressive panhandling and threatening behavior. Individuals have entered businesses uninvited, made demands, and become hostile when asked to leave. In my own business, I have twice had to call non-emergency services for such encounters. In one instance, the individual exposed himself publicly in front of my store, was arrested, released, and has since returned almost daily — despite a trespass order.

These incidents are not isolated. Merchants and visitors throughout Cocoa Village are reporting similar experiences. This escalation is not only distressing, but it risks discouraging families and visitors from coming to Cocoa Village at all. The consequences, if left unchecked, will be devastating to our small businesses, our tourism economy, and the community reputation we have worked hard to build.

As a business owner, I have installed 24-hour surveillance and panic buttons to protect my staff and customers. However, these individual measures are not enough to address the broader threat. What is urgently needed is a visible, professional security presence. The addition of **armed security in Cocoa Village** would:

- Provide an immediate deterrent to aggressive or unlawful behavior.
- Offer rapid response when situations escalate.
- Reassure residents, businesses, and visitors that Cocoa Village is a safe place to shop, dine, and gather.

FREEDOM OPTICAL
• Your Personalized Vision Experience •

We respectfully request that the City Council prioritize public safety in Cocoa Village by considering the implementation of armed security patrols. This investment will not only protect businesses and visitors but also safeguard the long-term vitality of our historic downtown.

Thank you for your attention to this matter and for your continued commitment to the safety and prosperity of Cocoa.

Happy Vision and Have Your Best Day!

Stacie Hart Sidwell
Board Certified Optician
ABOC, NCLEC, BS

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	08/21/2025
Agenda Date:	10/27/2025
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Approve two (2) five-year agreements for the property at 600 Florida Avenue: the first being the Cocoa Community Redevelopment Agency (CRA) Master Lease Agreement with the property owner, Cocoa Village Partners, Inc.; and the second being the Sublease Agreement between the CRA and the United States Postal Service (USPS) for the Cocoa Downtown Station. Authorize the City Manager to execute both the Master Lease and the Sublease, and all related documents. Staff will return with any necessary budget amendments.

BACKGROUND:

Since 2006, the Cocoa CRA has renewed a lease with the Cocoa Village partners for the property located at 600 Florida Avenue with the purpose of housing the U.S. Post Office in the Cocoa Village. The current lease is set to expire on October 31, 2025, so staff is looking for agency approval for the new lease agreement. The new Addendum to Lease document was created on September 18, 2025, and it states that the renewal period will begin on November 1, 2025, and end on October 31, 2030. The original contract had 3% rental increases in subsequent renewals in Section 4; however, both parties have agreed to forgo the 3% increases for the first three years of this addendum period. The financial details of the agreement show that the monthly lease payments for years one through three will be $5,394.96 a month plus an additional $900 for Common Area Maintenance (CAM) fees, which brings the total to $6,294.96. In years four and five, there will be an additional 3% increase added, bringing the totals to $6,483.81 for year four and $6,678.32 for year five.

The Post Office will pay the CRA $48,500.52. The Cocoa CRA will budget and subsidize the lease between what the U.S. Postal Service pays the CRA and what the CRA pays the Cocoa Village Partners. For the first three years, the subsidy will be $27,039.52. While for year four the subsidy will be $29,305.72, and for year five it will be $31,639.84.

On top of seeking agency approval for the renewal of the lease with the Cocoa Village Partners, the Cocoa CRA is also seeking acceptance of the new lease for the post office. A letter of intent was submitted on January 30, 2025, by Jones Lang LaSalle on behalf of the United States Postal Office. Per the document, this new lease for the post office will begin on November 1, 2025, and end in five years on October 31, 2030. There will be no early termination rights except as otherwise provided in the lease.

In terms of equipment and maintenance, the following systems and equipment will be provided by the landlord:
1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System
The maintenance of these items is governed by the Maintenance Landlord Responsibility, which can be found in the lease form.
The financial information in this letter shows that under this lease the building will have an annual rent of $48,500 (approximately $4,041.67 a month) as well as an aggregate lease value of $242,500. The commission rate is 4.00% and the commission amount due is $9,700. It is also noted in this document that the lessor (City of Cocoa) will pay the broker (Jones Lang La Salle Brokerage Inc.) upon full execution of the lease as compensation for representing the tenant in connection with the lease.

Staff requests Agency approval of the Addendum to the Lease Agreement with Cocoa Village Partners, Inc. to lease the space located at 600 Florida Avenue. As well as agency approval to renew the 5-year lease for the Post Office located at the Cocoa Downtown Station, 600 Florida AVE STE 101, Cocoa FL 32922-9998. Staff requests approve to authorize the City Manager to execute the agreements.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:
Budgeted? Yes
The FY26 Adopted Cocoa CRA budget has allocated $74,845.00 for the renewal of the lease agreement with Cocoa Village Partners Inc. Staff will return with any budgetary impact needed.

Account	Amount	Description
110-323-559.71-00	$62,211	Debt Service - Principal
110-323-559.72-00	$1,834	Debt Service - Interest
110-323-559.46-00	$10,800	Repairs and Maintenance - CAM fees

PREVIOUS ACTION:
Both lease agreements were agreed upon in 2020 and are set to expire in October of 2025.

RECOMMENDED MOTION:

Approve two (2) five-year agreements for the property at 600 Florida Avenue: the first being the Cocoa Community Redevelopment Agency (CRA) Master Lease Agreement with the property owner, Cocoa Village Partners, Inc.; and the second being the Sublease Agreement between the CRA and the United States Postal Service (USPS) for the Cocoa Downtown Station. Authorize the City Manager to execute both the Master Lease and the Sublease, and all related documents. Staff will return with any necessary budget amendments.

ORANGE STREET TOWER
600
FLORIDA AVENUE

ADDENDUM TO LEASE

(revision date: September 18, 2025)

This “ADDENDUM TO LEASE” (“**Addendum”**), is made and entered into this **First Day** of **November, 2025** by and between **COCOA VILLAGE PARTNERS, INC.** (“**Landlord**”) and the **COCOA REDEVELOPMENT AGENCY** (“**Tenant**”).

WITNESSETH:

WHEREAS, the Landlord and the Tenant entered into a certain Lease dated May 5, 2006, providing for the Tenant to lease from the Landlord real property and the improvements thereon, which real property is legally described as : The west 100 feet of Lot 35, of 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; and

WHEREAS, the Lease was renewed for a five-year extension term, which is currently set to expire on **October 31**, **2025** pursuant to Section 2.0 of the previous “ADDENDUM TO LEASE” dated October 13, 2020; and

WHEREAS, the Landlord and the Tenant desire to extend the term of the Lease for an additional five year term subject to the additional terms and conditions set forth in this Addendum; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are acknowledged by the parties, the parties agree to amend the Lease as follows:

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

2. **Term of Lease and Rent,** Paragraphs 2.0, 3.0 and 4.0, of the previous Lease Extension are hereby deleted in their entirety and replaced with the following text:

2.1 **Next Five (5) Term.** This Lease Agreement shall be for the term of five (5) years commencing on **November 1, 2025 (beginning of Fiscal Year 2026) and shall end at midnight on the 31st Day of October, 2030.** Notwithstanding the commencement date, the Landlord gives the Tenant full access and use of the Premises upon this Lease Addendum signing. In the future the Tenant, at its sole option, may renew this Lease for an additional one (1) to five (5) year term.

3.0 **Rental.** The Tenant promises and agrees to pay said rental in monthly installments of **$5,394.96** each, **plus a CAM amount of $900** pursuant to Paragraph 3.0 for the **total amount of $6,294.96** being due and payable in advance of the first day of each and every calendar month. In the event that the commencement date of this Lease Addendum does not occur on the first day of the month, then the term hereunder shall be deemed to have commenced on the first day of the month next succeeding what would otherwise have been the commencement date. Rent payments shall be deemed delinquent if not paid within five (5) days of the due date set out above, and the Landlord may thereafter declare this Lease in default. If the Landlord, at its sole discretion, shall elect to accept one or more late rental payments during the term of this Lease, such late payments shall be accompanied by the additional rent in the amount of five percent (5%) per diem, plus applicable sales tax for each day, or a portion of a day that the payment is late. All rent payments shall be made in United States of America currency, and the Tenant shall make no deductions unless permitted in writing by the Landlord. Rent payment shall be made payable to Cocoa Village Partners, Inc.

4.0 **Rent Adjustments.** During the first three (3) years of this Extended Lease, rent will be fixed as stated in Paragraph 3 (Rental) above. **Rent will increase by three percent (3%) in year four (4) at the commencement of Fical Year 2029, and another three percent (3%) in year five (5) at the commencement of Fical year 2030.** If the Federal CPI (Consumer Price Index) indicates an inflation amount greater that 3% when each new Lease Extension is made, the higher percentage rate shall prevail in the new Extension. In accordance with this section, the Tenant shall enjoy the use of the Premises without an increase until November 1, 2028, at the commencement of Fiscal Year 2029. And, again, with an increase on November, 1, 2029 at the commencement of Fiscal Year 2030.

3. **Common Area Maintenance Charges.** The date set forth in Section 5 of the original Lease shall be amended as follows, and the provisions of Section 5 not specifically amended shall remain unchanged:

   Common Area Maintenance Charges. Such charges shall be known herein as C.A.M. for the Term of this Lease Extension commencing officially on November 1, 2025.

4. **Notices.** The addresses set forth in Section 21 of the Lease shall be as follows, and the provisions of Section 21 not specifically amended herein shall remain unchanged.

   Notices to the Tenant shall be sufficient if addressed to:
   Cocoa Redevelopment Agency
   65 Stone Street
   Cocoa, Florida 32922

   With a copy furnished to:
   Antony A. Garganese, Esquire
   Cocoa Redevelopment Agency Attorney
   P.O. Box 2873
   Orlando, Fl 32802-2873

5. **Security Deposit.** Section 33 of the Lease shall be amended as follows, and the provisions of Section 33 not specifically amended herein shall remain unchanged.

   Landlord and Tenant acknowledge and agree that the Tenant has previously paid to the Landlord a security deposit in the sum of $4,350.00 for the faithful performance by the Tenant of the covenants and conditions herein contained including the payment of the rent.

6. **Remaining Terms and Conditions.** All other terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date first above written.

WITNESS:

Ryan P.J. Rood

LANDLORD:
COCOA VILLAGE PARTNERS, INC.

Jack J, Rood, Secretary/ Treasurer

TENANT:
COCOA REDEVELOPMENT AGENCY

By: The Honorable Michael Blake, Mayor

4 of 4

Aug 28, 2025

CITY OF COCOA FLORIDA
DBA COCOA COMM REDEVELOPMENT
65 STONE ST
COCOA, FL 32922-7982

SUBJECT: COCOA DOWNTOWN STATION, 600 FLORIDA AVE STE 101, COCOA, FL 32922-9998
Expiration Date: 10/31/25

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 303-542-1519 or Jamie.Wise@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
  - Sign each copy of the agreement where indicated.
  - Date each copy of the agreement on the designated line.
  - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
  - Complete one COI form <u>for each per person who signs the lease</u>. Sign and date where indicated.
- **IRS Form W-9:**
  - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
  - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

<u>****PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 09/11/25**.**</u>

Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Jamie Wise

Jamie Wise

CC: Buff Teague

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ________

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ________________

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ________

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6 City, state, and ZIP code

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

[2] Circle the minor’s name and furnish the minor’s SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Aug 28, 2025

COMMISSION AGREEMENT

This Commission Agreement (this "Agreement"), made as of the last date written below, is between **CITY OF COCOA FLORIDA** ("Lessor"), and **Jones Lang LaSalle Brokerage, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement"), ("Agreement"),** and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker if a lease ("Lease") is executed by Lessor and the United States Postal Service ("Tenant") for that certain real property described as:

COCOA DOWNTOWN STATION, 600 FLORIDA AVE STE 101, COCOA, FL
USPS Property ID 111725-006
Hereinafter, the "Property"

1. Lessor will pay Broker, and Broker will accept as its compensation for representing Tenant in connection with the Lease a commission equal to:

Annual Rent	Aggregate Lease Value	Commission Rate	Commission Amount Due
$48,500.00	$242,500.00	4.00%	$9,700.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid to Broker within thirty (30) days.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder.
5. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half percent (1.5%) per month from the date due until paid.
6. In the event of a sale or other conveyance of the Property by Lessor, any portion of the commission which has not yet been paid to Broker pursuant to this Agreement shall thereupon become due and payable by Lessor in full upon closing of the sale or conveyance of the Property, unless the buyer or new owner of the Property executes and delivers to Broker an agreement, reasonably acceptable to Broker, which assumes the obligation to pay the unpaid portion of the commission to Broker. If the foregoing occurs, then Lessor shall have no further liability for the unpaid portion of the commission.
7. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the Property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease, or a lease is fully executed.
8. Pursuant to the Florida Commercial Real Estate Leasing Commission Lien Act (the "Act"), when Broker has earned the Commission pursuant to the terms of this Agreement, Broker may claim a lien against Lessor's interest in the Property for the Commission. Broker's lien rights under the Act cannot be waived before the Commission is earned.
9. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
10. Lessor acknowledges that a client fee share may be payable by Broker to Tenant, if allowed by applicable law.
11. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs, and that this Agreement binds such party.

BROKER:
Jones Lang LaSalle Brokerage, Inc.

By:____

____
Name and Title

Dated:______________________________________

LESSOR:
CITY OF COCOA FLORIDA

By:____

____
Name and Title

Dated:______________________________________

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

Generally

a. All co-owners, whether entities or individuals, having a legal interest in the Premises must execute the Lease.
b. All signatures must be witnessed by two individuals as indicated on the signature page.
c. The Landlord must submit adequate evidence of title to the Premises.
d. Landlord must complete the Conflict of Interest Certification on the signature page. Landlord's signature to the Lease also acts as Landlord's certification as to the truth of the information set forth in the completed Conflict of Interest Certification.

Individual, Administrator, or Trustee

a. Where the Landlord is an individual, Landlord must execute the Lease. If an individual Landlord is married, the spouse of the Landlord must also execute the Lease. Any individual may provide a power of attorney authorizing another individual to execute the Lease on their behalf.
b. Where the Landlord is an administrator or an executor of an estate, Landlord must provide a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a lease for the Premises, Landlord must provide a certified copy of the court order authorizing such administrator or executor to enter into a lease for the Premises.
c. Where the Landlord is a Trust/Trustee, Landlord must provide a certified copy of the instrument creating the trust or a certificate of trust executed by the trustee(s), together with any other evidence necessary to establish the trustee's authority to lease the Premises. The Lease must be executed by the Trustee(s) and any Beneficiary of the Trust who has the power to control the distribution of the assets of the Trust.

Partnership

a. If the Landlord is a partnership, Landlord must provide documentary evidence affirming the authority of the signatory(ies) to bind the partnership by executing the Lease. The usual evidence required to establish such authority is in the form of extracts from the partnership certificate, partnership agreement, a resolution signed by all general partners authorizing the signatory to execute the Lease, or a sworn statement of a general partner. Any resolutions, sworn statements or powers of attorney must specifically identify the Premises, the parties to the Lease and that names and official titles of the partner(s) who are authorized to execute the Lease.
b. If the Landlord is a general partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, each partner must execute the Lease.
c. If the Landlord is a limited partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, all general partners must execute the Lease.

Corporation

Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease on behalf of the entity. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of a meeting of the board of directors duly certified by the custodian of such records, or a sworn statement of an officer of the entity. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Company (LLC)

Where the Landlord is an LLC, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the LLC, for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the LLC, including, without limitation, the certificate of formation and limited liability company agreement, or a sworn statement of the manager or managing member of the LLC. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Partnership (LLP)

Where the Landlord is a Limited Liability Partnership, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement, or a sworn statement of the managing partner of the LLP. Any sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s)s who are authorized to execute the Lease.

Lease

COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

Lease (Multi-Tenant Form)

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

This Lease, by and between CITY OF COCOA FLORIDA DBA COCOA COMMUNITY REDEVELOPMENT, ("**Landlord**") and the United States Postal Service **("USPS"** or **"Postal Service")**, is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a first floor Brick/Block building having a street address of 600 FLORIDA AVE STE 101, COCOA, FL 32922-9998 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 24-36-33-35-00000.0-0035.01 (the "**Property**"). The Premises consists of approximately 3,469 square feet of net interior space as shown cross-hatched on Exhibit A and additional space,if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:
1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on November 01, 2025 ("**Commencement Date**") and ending on October 31, 2030, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. RENT: The Postal Service will pay Landlord an annual rent of: $48,500.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF COCOA FLORIDA

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

DBA COCOA COMM REDEVELOPMENT
65 STONE ST
COCOA, FL 32922-7982

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
11/01/2030	10/31/2035	$52,800.00
11/01/2035	10/31/2040	$58,080.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Addendum
- Maintenance Rider Landlord Responsibility

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]

Conflict of Interest/Signature Page

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:
(i) ____ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ____The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ____ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee; (Relationship) _________________
(iv) ____ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ____ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:
(i) Postal Service Employee:
(Name) _______________________ (Title) ________________________ (Location) ________________________
(ii) Spouse who works for the Postal Service:
(Name) _______________________ (Title) ________________________ (Location) ________________________
(iii) Family member who works for the Postal Service:
(Name) _______________________ (Title) ________________________ (Location) ________________________
(iv) Household Member who works for the Postal Service:
(Name) _______________________ (Title) ________________________ (Location) ________________________

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF COCOA FLORIDA
DBA COCOA COMMUNITY REDEVELOPMENT

Signature: ___________________________

Print Name: ___________________________

Title: ___________________________

Date: ___________________________

____
Name: ____________________
Witness

____
Name: ____________________
Witness

Landlord's signature must be witnessed by two individuals, which shall sign where indicated above

Telephone No: ____
Email Address: ____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: ________________________

Print Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: ________________________

Exhibits

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

Exhibit A

[Legal Description of Property]

A portion of the property located in the west 100 feet of Lot 35, of 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.

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

Exhibit B

Parking Area
(If Applicable)

APN: 24-36-33-35-00000.0-0035.01

UNITED STATES POSTAL SERVICE

USPS EXCLUSIVE USE PARKING

LANDLORD TO IDENTIFY THE 20 USPS EXCLUSIVE USE PARKING SPACES

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

Exhibit C

Premises Area

Lease Defined Space Measurements	Sq ft
Rentable SF:	3,469
Total USPS Leased SF:	3,469
Total Property Site SF:	14,998

Customer Parking Spaces	Spaces
Exterior Spaces:	20

Area Comments

Addendum

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

8. As Executive Order 11246 has been rescinded and the United States Department of Labor has ceased all investigative and enforcement activity under the rescinded Executive Order 11246 and the regulations promulgated under it, the General Conditions to USPS Lease are amended to (i) delete Section 11 in its entirety; and (ii) amend Section 12 to delete the reference to Clause 9-7, Equal Opportunity.

9. The Postal Service shall be responsible for the replacement of Light Bulbs.

UNITED STATES POSTAL SERVICE

General Conditions to USPS Lease

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating $10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and

2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;

2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer to, and ownership by,the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the

Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [RESERVED]

6. INSURANCE

a. **Postal Service's Insurance**. Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as **"Landlord's Insurance."** Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) Liability Insurance. Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than $2,000,000 and a general aggregate limit of not less than $2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding $1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) Property Insurance. Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss" insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"**Environmental Contamination**" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. **Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants (" **Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlords Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal

Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

e. **Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding $100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of $100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over $100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or

2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move as well as the actual reasonable costs incurred in connection with the Postal Service's move back to the Premises after the interference ceases.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

i. **[RESERVED]**

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

l. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

m. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at:

CITY OF COCOA FLORIDA

DBA COCOA COMM REDEVELOPMENT
65 STONE ST
COCOA, FL 32922-7982

With a copy to: ____

____

To the Postal Service at:

Contracting Officer

USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527

With a copy to:

Postmaster/Installation Head

600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

11. **FACILITIES NONDISCRIMINATION**

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

~~a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.~~

~~b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.~~

12. **CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS**

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at http://about.usps.com/manuals/spp/html/spp10.htm or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts
Clause 1-6, Contingent Fees
Clause 9-3, Davis-Bacon Act[1]
~~Clause 9-7, Equal Opportunity[2]~~
Clause 9-13, Equal Opportunity for Workers with Disabilities[3]
Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans[4]
Clause 9-16, Employer Reports on Employment of Protected Veterans[4]
Clause B-25, Advertising of Contract Awards
Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

SEE ADDENDUM #8

[1] For premises with net interior space in excess of 6,500 SF.
[2] ~~For leases aggregating payments of $10,000 or more~~.
[3] For leases aggregating payments of $10,000 or more.
[4] For leases aggregating payments of $150,000 or more.

SEE ADDENDUM #8

Maintenance Rider Landlord Responsibility

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

1. **Landlord Responsibilities**. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:

   a. **Pest Control**. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.

   b. **Casualty**. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).

   c. **HVAC**. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68ºF) and cooling to a maximum temperature of 78 degrees Fahrenheit (78ºF) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during theappropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation and as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation costs associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.

   d. **Heating and Hot Water Supply**. Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devises for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the ASME Boiler and Vessel Code, must be provided by

Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

e. **Electrical System**. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and,if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.

f. **Water and Sewer**. Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.

g. **Paint**. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.

h. **Elevators, escalators, and dumbwaiters**. Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator ElectricalEquipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.

i. **Wiring**. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.

j. **Utilities**. Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.

2. **Postal Service Responsibilities**. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord or its agents or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence. **SEE ADDENDUM #9**

3. **Completion of Maintenance, Repair, or Replacement by Landlord**.

a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and all other payments and reimbursements due or to become due under this Lease will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

as stated above is intended to extend the time periods for the completion of any maintenance, repair or replacement set forth above. The remedies provided in this section are cumulative, non-exclusive, and in addition to any remedies available to the Postal Service under applicable law.

4. **Health and Safety**. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

   a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);

   b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and

   c. take all other proper precautions to protect the health and safety of:

      (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
      (2) Postal Service employees; and
      (3) the public.

   Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

Utilities and Services Rider

Facility Name/Location
COCOA - DOWNTOWN STATION (111725-006)
600 FLORIDA AVE STE 101, COCOA, FL 32922-9998

County: Brevard
Lease: QU0000835767

Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. **HEAT**

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. **ELECTRICITY**

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. **WATER**

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for such water services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

4. **SEWER**

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. **TRASH**

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. **SNOW**

Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof and the common area sidewalks, driveway, drive aisles, entrances, exits, parking and maneuvering areas, (including, but not limited to, stairs, handicap access ramps, etc. in the common areas) at Landlord's cost. The Postal Service is responsible to remove snow and ice from its exclusive use portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, including those sidewalks immediately in front of the Premises used exclusivelyby the Postal Service's employees, contractors, or customers (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). Landlord is responsible for, and will pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service.

7. **CUSTODIAL SERVICES**

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service is responsible for and payment of the costs of custodial services for the interior of the Premises and any exterior areas used exclusively by the Postal Service at such time and in such manner as the Postal Service considers necessary. Landlord is responsible for custodial services for any areas not exclusively used by the Postal Service at Landlord's cost.

8. **LANDSCAPING**

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Landlord has responsibility for all landscaping, grass cutting or shrub trimming at its cost.

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
CRA COCOA RDA							
GENERAL OPERATIONS							
DEBT SERVICE							
110-1600-517.71-00 DEBT SERVICE - PRINCIPAL	0	0	0	0	.00	.00	.00
110-1600-517.72-00 DEBT SERVICE - INTEREST	0	0	0	0	.00	.00	.00
* DEBT SERVICE	0	0	0	0	.00	.00	.00
** GENERAL OPERATIONS	0	0	0	0	.00	.00	.00
*** GENERAL OPERATIONS	0	0	0	0	.00	.00	.00

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
CRA ADMIN/OPERATIONS							
PERSONAL SERVICES							
110-3230-559.11-00 EXECUTIVE SALARIES	25,362	22,427	2,935	13	22,025.00	20,650.20	20,479.74

LEVEL	TEXT	TEXT AMT
26AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	25,362
	...1 COMMUNITY DEVELOPMENT DIRECTOR (20%)	
	YEAR-END ACCRUALS (1 DAY)	
		25,362

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.12-00 REGULAR SALARIES & WAGES	38,539	30,947	7,592	25	27,067.00	29,848.08	32,147.07

LEVEL	TEXT	TEXT AMT
26AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	38,539
	...1 REDEVELOPMENT COORDINATOR (60%)	
	...1 COMMUNITY SERVICES MANAGER (10%)	
	YEAR-END ACCRUAL (1 DAY)	
		38,539

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.12-10 SALARY ADJUSTMENT	0	0	0	0	.00	.00	.00
110-3230-559.12-12 ACCRUAL PAYOUTS	0	0	0	0	864.00	.00	687.02
110-3230-559.13-00 OTHER SALARIES & WAGES	0	0	0	0	.00	.00	.00
110-3230-559.14-00 OVERTIME	0	100	100-	100-	.00	.00	.00

LEVEL	TEXT	TEXT AMT
26AB	DIVISION OVERTIME	

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.15-00 SPECIAL PAY	0	0	0	0	.00	.00	.00

LEVEL	TEXT	TEXT AMT
26AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.21-00 FICA TAXES	4,444	4,103	341	8	3,819.00	3,892.63	3,980.61

LEVEL	TEXT	TEXT AMT
26AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	4,444
	YEAR-END ACCRUALS (1 DAY)	
		4,444

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.22-00 RETIREMENT CONTRIBUTIONS	13,192	11,960	1,232	10	11,387.00	11,292.88	10,676.62

LEVEL	TEXT	TEXT AMT
26AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	13,192
		13,192

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.23-00 INSURANCES	176	245	69-	28-	152.00	241.03	229.02

LEVEL	TEXT	TEXT AMT
26AB	AMOUNT POSTED BY PAYROLL BUDGET MODULE	176
	...GROUP LIFE	
		176

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.23-04 MEDICAL	10,384	10,568	184-	2-	7,672.00	10,053.02	10,312.73

LEVEL	TEXT	TEXT AMT

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
26AB AMOUNT POSTED BY PAYROLL BUDGET MODULE			10,384				
			10,384				
110-3230-559.23-07 DENTAL INSURANCE	353	337	16	5	248.00	335.72	398.19
LEVEL TEXT		TEXT AMT					
26AB AMOUNT POSTED BY PAYROLL BUDGET MODULE			337				
... NEW CONTRACT 4.6% INCREASE			16				
			353				
110-3230-559.23-08 VISION INSURANCE	66	66	0	0	49.00	65.72	77.16
LEVEL TEXT		TEXT AMT					
26AB AMOUNT POSTED BY PAYROLL BUDGET MODULE			66				
			66				
110-3230-559.23-09 LONG TERM DISABILITY	156	191	35-	18-	123.00	189.16	163.33
LEVEL TEXT		TEXT AMT					
26AB AMOUNT POSTED BY PAYROLL BUDGET MODULE			156				
YEAR-END ACCRUALS (1 DAY)							
			156				
110-3230-559.23-10 FSA HEALTH	0	0	0	0	.00	.00	.00
110-3230-559.23-11 FSA CHILDCARE	0	0	0	0	.00	.00	.00
110-3230-559.24-00 WORKER'S COMPENSATION	126	140	14-	10-	63.00	116.58	131.69
LEVEL TEXT		TEXT AMT					
26AB AMOUNT POSTED BY PAYROLL BUDGET MODULE			66				
AMOUNT ALLOCATED TO 520 FUND			60				
YEAR-END ACCRUALS (1 DAY)							
			126				
110-3230-559.27-00 BENEFIT OFFSET	2,160	1,920	240	13	1,443.00	1,926.63	1,680.00
LEVEL TEXT		TEXT AMT					
26AB AMOUNT POSTED BY PAYROLL BUDGET MODULE			2,160				
...0.9 EMPLOYEES							
			2,160				
* PERSONAL SERVICES	94,958	83,004	11,954	14	74,912.00	78,611.65	80,963.18
OPERATING							
110-3230-514.31-01 LEGAL EXP-CITY ATTORNEY	0	0	0	0	.00	.00	.00
110-3230-559.31-00 PROFESSIONAL SERVICES	0	0	0	0	47,700.00	21,300.00	.00
110-3230-559.31-01 LEGAL EXPENSES	10,000	10,000	0	0	15,530.00	8,035.00	7,115.40
LEVEL TEXT		TEXT AMT					
26AB LEGAL EXPENSES FOR AGENCY COUNSEL			10,000				
			10,000				

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-559.32-00 ACCOUNTING & AUDITING	3,300	3,200	100	3	3,200.00	3,100.00	3,000.00

LEVEL	TEXT	TEXT AMT
26AB	ANNUAL AUDIT	3,300
		3,300

110-3230-559.34-00 CONTRACT SERVICES	5,700	5,700	0	0	5,700.00	5,700.00	5,700.00

LEVEL	TEXT	TEXT AMT
26AB	MANGROVE TRIMMING YEAR 6 OF 7	5,700
		5,700

110-3230-559.39-00 CONTINGENCY	1,642,765	1,501,493	141,272	9	.00	.00	.00

LEVEL	TEXT	TEXT AMT
26AB	WATERFRONT - FIND GRANT PHASE 2 2026 50% MATCH	1,500,000
	BALANCE FUND TO REVENUES - DOWNTOWN PARKING LOT	142,765
		1,642,765

110-3230-559.40-00 TRAVEL & PER DIEM	6,000	8,000	2,000-	25-	9,828.00	3,406.67	1,512.70

LEVEL	TEXT	TEXT AMT
26AB	ATTENDANCE AT 2024 FRA CONFERENCE/ACADEMY	
	...STAFF, PLUS 5 CRA AGENCY MEMBERS	
	TAMPA	
	HOTEL PARKING/PER DIEM X 7	
	..FRA ACADEMY $199 X 1 NIGHT, PARKING $5, PER DIEM	
	ADDITIONAL TRAINING	

110-3230-559.41-00 COMMUNICATION	552	720	168-	23-	757.00	544.67	.00

LEVEL	TEXT	TEXT AMT
26AB	REDEVELOPMENT COORDINATOR CELL PHONE ($46*12)	552
		552

110-3230-559.42-00 POSTAGE & FREIGHT	200	200	0	0	9.00	8.52	.00

LEVEL	TEXT	TEXT AMT
26AB	POSTAGE	

110-3230-559.43-00 ELECTRIC/WATER/SEWER	0	0	0	0	.00	.00	.00
110-3230-559.44-00 RENTALS AND LEASES	0	0	0	0	.00	.00	.00
110-3230-559.45-00 INSURANCE	7,267	7,436	169-	2-	6,606.00	6,466.00	6,334.00

LEVEL	TEXT	TEXT AMT
26AB	CRA COCOA REDEVELOPMENT INSURANCE	7,267
		7,267

110-3230-559.46-00 REPAIRS & MAINTENANCE	10,800	10,800	0	0	10,800.00	14,611.10	29,482.00

LEVEL	TEXT	TEXT AMT
26AB	POST OFFICE C.A.M.	

110-3230-559.46-02 REPAIRS/MAINT - BUILDING	5,000	5,000	0	0	.00	595.00	.00

LEVEL	TEXT	TEXT AMT

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
26AB REPAIR AND MAINTENANCE ORANGE ST. TOWER							
110-3230-559.46-03 REPAIR/MAINT-VEHICLES	0	0	0	0	.00	.00	.00
110-3230-559.47-00 PRINTING & BINDING	200	200	0	0	.00	197.81	26.00
LEVEL TEXT		TEXT AMT					
26AB PRINTING OF MARKETING MATERIALS							
110-3230-559.48-00 PROMOTIONAL ACTIVITIES	0	0	0	0	.00	.00	.00
110-3230-559.49-00 OTHER CHARGES & OBLIG.	2,000	2,000	0	0	1,319.00	4,100.00	60,024.62-
LEVEL TEXT		TEXT AMT					
26AB LEGAL ADVERTISING							
110-3230-559.49-02 ADVERTISING	0	0	0	0	.00	.00	.00
110-3230-559.51-00 OFFICE SUPPLIES	400	400	0	0	98.00	192.03	.00
LEVEL TEXT		TEXT AMT					
26AB OFFICE SUPPLIES							
110-3230-559.52-00 OPERATING SUPPLIES	100	100	0	0	.00	.00	17,679.09
LEVEL TEXT		TEXT AMT					
26AB OPERATING SUPPLIES							
110-3230-559.52-30 FUEL OIL & LUBRICANTS	0	0	0	0	.00	.00	.00
110-3230-559.54-00 MEMBERSHIP/PUBLICATIONS	1,300	1,300	0	0	1,025.00	1,030.45	959.00
LEVEL TEXT		TEXT AMT					
26AB FRA MEMBERSHIP			1,000				
DEO ANNUAL FEES			200				
BOOKS AND PUBLICATIONS			100				
			1,300				
110-3230-559.55-00 TRAINING	13,350	6,675	6,675	100	5,935.00	2,770.00	1,702.80
LEVEL TEXT		TEXT AMT					
26AB 2024 FRA CONFERENCE X 7 PEOPLE X $445			3,115				
***STAFF + 5 CRA MEMBERS			3,560				
ADDITIONAL TRAINING OPPORTUNITIES			6,675				
			13,350				
110-3230-559.56-15 IT-RELATED OPERATING EXP	0	0	0	0	.00	.00	.00
110-3230-559.59-00 DEPRECIATION EXPENSE-CRA	0	0	0	0	.00	.00	.00
* OPERATING	1,708,934	1,563,224	145,710	9	108,507.00	72,057.25	13,486.37
CAPITAL							
110-3230-559.61-00 LAND	0	0	0	0	70,365.00	5,500.00	.00
110-3230-559.62-00 BUILDINGS	0	0	0	0	.00	.00	.00
110-3230-559.63-00 INFRASTRUCTURE	0	0	0	0	106,706.00	6,950.25	3,121.10
110-3230-559.63-07 IMPROVE OTHER THAN BLDG	0	0	0	0	.00	14,664.91	.00
110-3230-559.63-17 FIND BV-CO-23-159 WTRF P1	0	0	0	0	.00	.00	.00
110-3230-559.64-00 MACHINERY & EQUIPMENT	0	0	0	0	.00	4,315.44	18,392.09
110-3230-559.64-15 IT HARDWARE	0	0	0	0	30,040.00	8,770.00	.00
110-3230-559.65-00 CONSTRUCTION IN PROGRESS	0	0	0	0	.00	.00	.00
* CAPITAL	0	0	0	0	207,111.00	40,200.60	21,513.19
DEBT SERVICE							

	FY 2026 ADOPTED	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
110-3230-517.71-31 LEASE - POST OFFICE	0	0	0	0	62,210.00	60,054.56	120,068.60
110-3230-517.72-31 LEASE - POST OFFICE	0	0	0	0	1,834.00	2,123.83	2,699.10
110-3230-559.71-00 DEBT SERVICE - PRINCIPAL	62,211	62,211	0	0	.00	.00	.00
LEVEL TEXT		TEXT AMT					
26AB POST OFFICE							
110-3230-559.72-00 DEBT SERVICE - INTEREST	1,834	1,834	0	0	.00	.00	.00
LEVEL TEXT		TEXT AMT					
26AB POST OFFICE							
* DEBT SERVICE	64,045	64,045	0	0	64,044.00	62,178.39	122,767.70
GRANTS & AIDS							
110-3230-559.82-00 AID PRIVATE ORGANIZATION	0	0	0	0	.00	.00	.00
110-3230-559.83-00 OTHER GRANTS & AIDS	100,000	100,000	0	0	.00	17,265.37	15,128.50
LEVEL TEXT		TEXT AMT					
26AB COMMERCIAL FACADE PROGRAM (5X$20,000)							
* GRANTS & AIDS	100,000	100,000	0	0	.00	17,265.37	15,128.50
OTHER USES							
110-3230-581.91-01 TO GENERAL FUND (001)	150,000	222,000	72,000-	32-	222,000.00	2,409,921.00	222,800.00
LEVEL TEXT		TEXT AMT					
26AB TO FUND RIVERFRONT PARK MAINTENANCE		150,000					
...(@ $12,500 PER MONTH)							
		150,000					
110-3230-581.91-11 TO DIAMOND SQ (111)	0	0	0	0	.00	.00	.00
110-3230-581.91-12 TO US 1 CRA (112)	0	0	0	0	.00	.00	.00
110-3230-581.91-20 TO GF DEBT SVC (201)	0	0	0	0	.00	.00	.00
110-3230-581.91-21 TO WATER SEWER (421)	0	0	0	0	.00	.00	.00
110-3230-581.91-30 TO GF CAP PROJ (301)	0	0	0	0	.00	.00	.00
110-3230-581.91-32 TO RVRFRNT/LWP (302)	0	0	0	0	.00	.00	.00
110-3230-581.91-34 TRF TO TDOCK/BRKWTR (304)	0	0	0	0	.00	84,000.00	.00
* OTHER USES	150,000	222,000	72,000-	32-	222,000.00	2,493,921.00	222,800.00
** CRA ADMIN/OPERATIONS	2,117,937	2,032,273	85,664	4	676,574.00	2,764,234.26	476,658.94
*** COMMUNITY DEVELOPMENT	2,117,937	2,032,273	85,664	4	676,574.00	2,764,234.26	476,658.94
**** CRA COCOA RDA	2,117,937	2,032,273	85,664	4	676,574.00	2,764,234.26	476,658.94
	2,117,937	2,032,273	85,664	4	676,574.00	2,764,234.26	476,658.94

	FY 2026 TEN. BUDGET	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
CRA COCOA RDA							
SHARED REVENUE LOCAL UNIT							
110-0000-338.00-00 SHARED REVENUE LOCAL UNIT	2,117,937	2,032,216	85,720	4	1,942,897.00	1,838,114.00	1,594,600.00

LEVEL	TEXT	TEXT AMT
TB	TAX YEAR 2025	
	COMMUNITY SERVICES -	
	ESTIMATES 5-29-25 DR420TIF	
	FY 25 COUNTY TIF (.3.0486) @ 95% (ESTIMATES)	622,528
	FY 25 DISTRICT IV REC. (.64532) @ 95% (ESTIMATES)	108,110
	FY 25 COCOA TIF $208,491,288 * 6.9532/1000 @ 95%	1,387,299
	=$1,377,198	
	(CURRENT YEAR TAX INCREMENT (LINE 3)	
	6-26-25 CERTIFICATION DR420TIF	
	FY 25 COCOA TIF $210,020,494 * 6.9532/1000 @ 95%	
	= $1,387,299	
		2,117,937

	FY 2026 TEN. BUDGET	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
* SHARED REVENUE LOCAL UNIT	2,117,937	2,032,216	85,720	4	1,942,897.00	1,838,114.00	1,594,600.00
** INTERGOVERNMENTAL REVENUE	2,117,937	2,032,216	85,720	4	1,942,897.00	1,838,114.00	1,594,600.00
INTEREST & OTHER EARNINGS							
110-0000-361.10-00 INTEREST	0	0	0	0	1,138.00	17,525.68	40,416.20
110-0000-361.10-02 INVESTMENT INTEREST	0	0	0	0	139,922.00	127,405.39	.00
110-0000-361.35-08 LEASE - POST OFFICE	0	57	56-	98-	57.00	139.66	230.02

LEVEL	TEXT	TEXT AMT
TB	POST OFFICE	

	FY 2026 TEN. BUDGET	FY 2025 ORIGINAL BUDGET	FY 2025 TO FY 2026 $ OF CHANGE	FY 2025 TO FY 2026 % OF CHANGE	FY 2025 Y-T-D ACTUALS	FY 2024 LAST YEARS ACTUALS	FY 2023 2 YEAR'S AGO ACTUALS
* INTEREST & OTHER EARNINGS	0	57	56-	98-	141,117.00	145,070.73	40,646.22
RENT AND ROYALTIES							
110-0000-362.39-08 POST OFFICE	0	0	0	0	.00	42,359.03	42,359.04
* RENT AND ROYALTIES	0	0	0	0	.00	42,359.03	42,359.04
** MISCELLANEOUS REVENUES	0	57	56-	98-	141,117.00	187,429.76	83,005.26
INTERFUND TRANSFER							
110-0000-381.91-01 GENERAL FUND (001)	0	0	0	0	.00	35,859.00	41,059.00
* INTERFUND TRANSFER	0	0	0	0	.00	35,859.00	41,059.00
** OTHER SOURCES(NON-REV)	0	0	0	0	.00	35,859.00	41,059.00
*** CRA COCOA RDA	2,117,937	2,032,273	85,664	4	2,084,014.00	2,061,402.76	1,718,664.26
	2,117,937	2,032,273	85,664	4	2,084,014.00	2,061,402.76	1,718,664.26

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	09/28/2025
Agenda Date:	10/27/2025
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approve a Resolution Amending the FY26 Budget, BAF26-004-IFT for the 50% match funding of $1,494,500 for the Florida Inland Navigation District (FIND) Grant award for the Lee Wenner Park Day Slips and Revetment project, and transfer the funds through an Interfund Transfer to the City's Capital Project Account; Approve an Interlocal Agreement with the City of Cocoa for the Project.

BACKGROUND:

On September 24, 2025, the City was notified of the Florida Inland Navigation District (FIND) Award for the Lee Wenner Park Day Slips and Revetment (breakwater) Project. This project is a complete redesign/construction of the day slips that were destroyed by previous storms, and the revetment will serve as a buffer to prevent future damage to the infrastructure at the park. A revetment is a sloped structure built to prevent erosion and absorb waves by water along shorelines. This is the Phase 2 portion of the project, as Phase 1 funded the design, engineering, and permitting of the project.

The CRA approved funding the project at its March 6, 2025, Cocoa CRA meeting, and the funds were budgeted in Contingency for Fiscal Year 2026. Staff is requesting that the Agency approve the final funding amount of $1,494,500 and the transfer of funds from Cocoa CRA to the City Capital Projects Account and Interfund Transfer.

Staff will present to the City Council on October 28, 2025, to accept the FIND Grant Award portion and the inter-fund transfer from the Cocoa CRA.

The Interlocal Agreement provides that the Agency and the City of Cocoa will jointly participate in the Project and the Agency's participation will consist of providing a funding contribution in the amount of $1,494,550.

An unexecuted version of the FIND grant agreement between the City and FIND is attached to this agenda item for informational purposes.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

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

Source/Use of Funds:

Account Number Amount
110-3230-559.39-00 Contingency ($1,495,500)
110-3230-581.91-34 Inter-fund Transfer to General Fund $1,495,500

PREVIOUS ACTION:
March 6, 2025 Cocoa CRA approved the funding for the FIND grant application for the Phase 2 project.

RECOMMENDED MOTION:
Approve a Resolution Amending the FY26 Budget, BAF26-004-IFT for the 50% match funding of $1,494,500 for the Florida Inland Navigation District (FIND) Grant award for the Lee Wenner Park Day Slips and Revetment project, and transfer the funds through an Interfund Transfer to the City's Capital Project Account; Approve an Interlocal Agreement with the City of Cocoa for the Project.

2025-2026 ASSISTANCE PROGRAM APPLICATIONS BY COUNTY

Orange highlighted = award is less than requested

COUNTY	PROJECT SPONSOR	PROJECT TITLE	TOTAL COST	ASSISTANCE REQUESTED	ASSISTANCE AWARDED
CAP	USFWS Merritt Island National Wildlife Refuge	Building a Bridge to More Accessible Water Adventures Ph I	$80,000	$40,000	$40,000
		TOTAL	**$80,000**	**$40,000**	**$40,000**
Nassau					
Nassau	City of Fernandina Beach	Fernandina Harbor Marina Dredging 2026	$1,100,000	$450,000	$427,000
		TOTAL	**$1,100,000**	**$450,000**	**$427,000**
Duval					
Duval	City of Jacksonville	Pottsburg Creek Boat Ramp Ph II	$4,600,000	$2,300,000	$2,300,000
Duval	City of Jacksonville	Seiden Park Ph I	$500,000	$250,000	$250,000
		TOTAL	**$5,100,000**	**$2,550,000**	**$2,550,000**
St. Johns					
St. Johns	St. Johns County	Doug Crane Boat Ramp Dredge	$500,000	$250,000	$250,000
St. Johns	St. Johns County	Riverdale Boat Ramp Parking Ph II	$500,000	$250,000	$250,000
St. Johns	City of St. Augustine	Salt Run Channel Maintenance Dredging Part 2	$400,000	$300,000	$300,000
St. Johns	City of St. Augustine	Eddie Vickers Park Kayak Launch Ph II	$95,000	$95,000	$95,000
		TOTAL	**$1,495,000**	**$895,000**	**$895,000**
Flagler					
Flagler	Flagler County	Bings Landing Dredging Bulkhead Ramp	$605,000	$302,500	$302,500
		TOTAL	**$605,000**	**$302,500**	**$302,500**
Volusia					
Volusia	Volusia County Sherrif's Office	VSO Safety Night Vision	$38,600	$19,300	$19,300
Volusia	Volusia County Sherrif's Office	VSO Patrol Vessels	$208,900	$104,500	$104,500
Volusia	City of Edgewater	New Boat Ramp and Amenities Ph I	$365,600	$137,100	$137,100
Volusia	City of Daytona Beach	City Island Shoreline Enhancement Ph II Part 2	$2,600,000	$1,300,000	$465,000
Volusia	City of New Smyrna Beach	No Wake Zone Signs	$40,000	$20,000	$20,000
Volusia	City of New Smyrna Beach	North Causeway (AOB) Part 3 Ph I	$180,000	$90,000	$90,000
Volusia	City of New Smyrna Beach	Law Enforcement Vessel Boathouse Ph II	$525,500	$261,250	$261,250
Volusia	City of Ormond Beach	Fortunato Park Pier and Gazebo Ph I	$86,000	$43,000	$43,000
Volusia	City of Port Orange	Day Dock at Riverwalk Park Ph II	$1,620,520	$810,260	$405,130
		TOTAL	**$5,665,120**	**$2,785,410**	**$1,545,280**
Brevard					
Brevard	City of Cocoa	Cocoa Waterfront Dock and Breakwater Ph II	$2,989,000	$1,494,500	$1,494,500
		TOTAL	**$2,989,000**	**$1,494,500**	**$1,494,500**
Indian River					
Indian River	City of Sebastian	Main Street Park and Boat Ramp Ph II	$500,000	$250,000	$250,000
Indian River	City of Sebastian	Swing and Bench Park Shoreline Restoration	$400,000	$200,000	$93,250
Indian River	City of Vero Beach	Municipal Marina South Complex Dry Storage Part 2	$1,500,000	$750,000	$400,000
		TOTAL	**$2,400,000**	**$1,200,000**	**$743,250**

2025-2026 ASSISTANCE PROGRAM APPLICATIONS BY COUNTY

COUNTY	PROJECT SPONSOR	PROJECT TITLE	TOTAL COST	ASSISTANCE REQUESTED	ASSISTANCE AWARDED
St. Lucie					
St. Lucie	St. Lucie County	AIS for Patrol Vessels	$27,500	$13,750	$13,750
St. Lucie	St. Lucie County	White City Park Boat Ramp and Kayak Launch Ph I	$185,000	$92,500	$92,500
St. Lucie	St. Lucie County	River Park Marina Boat Ramp Ph I	$165,000	$82,500	$82,500
St. Lucie	City of Port St. Lucie	C-24 Canal Park Security Camera System	$210,000	$105,000	$105,000
		TOTAL	**$587,500**	**$293,750**	**$293,750**
Martin					
Martin	Martin County	Fiddler Crab Access Project	$700,000	$350,000	$119,000
Martin	Martin County	Jensen Beach Causeway North Boat Ramp and Pier	$900,000	$450,000	$450,000
Martin	Martin County	Manatee Park Seawall Restoration	$700,000	$350,000	$350,000
		TOTAL	**$2,300,000**	**$1,150,000**	**$919,000**
Palm Beach					
Palm Beach	Palm Beach County	Providencia Cay Habitat Restoration Part 2	$1,000,000	$500,000	$500,000
Palm Beach	Town of Jupiter	Piatt Place Park Riverwalk Loop & Public Access Ph I	$430,000	$215,000	$215,000
Palm Beach	Town of Lantana	Bicentennial Park Seawall Restoration	$1,800,000	$900,000	$900,000
		TOTAL	**$3,230,000**	**$1,615,000**	**$1,615,000**
Broward					
Broward	Broward County	Deerfield Island Environmental Center Ph I	$1,832,100	$916,050	$916,050
Broward	Broward County	Deerfield Island Outdoor Classroom Ph I	$347,500	$173,750	$173,750
Broward	Broward County	Deerfield Island Basin Dock Ph I	$140,000	$70,000	$70,000
Broward	City of Fort Lauderdale	FLPD Outboard Motor Replacement	$97,692	$48,846	$48,846
Broward	City of Fort Lauderdale	ISHOF Public Dock and Promenade Ph I	$500,000	$250,000	$250,000
Broward	City of Fort Lauderdale	ISHOF Seawall Construction	$8,041,538	$4,020,769	$4,020,769
Broward	City of Fort Lauderdale	Riverwalk North Replacement	$2,065,272	$1,032,636	$1,032,636
Broward	City of Hollywood	Police Boat Lifts	$100,000	$50,000	$50,000
Broward	City of Oakland Park	Hawkins Park Boat Ramp Phase II	$600,000	$300,000	$300,000
Broward	City of Wilton Manors	Colohatchee Boat Ramp Restroom	$300,000	$150,000	$150,000
		TOTAL	**$14,024,102**	**$7,012,051**	**$7,012,051**

2025-2026 ASSISTANCE PROGRAM APPLICATIONS BY COUNTY

COUNTY	PROJECT SPONSOR	PROJECT TITLE	TOTAL COST	ASSISTANCE REQUESTED	ASSISTANCE AWARDED
Miami-Dade					
Miami-Dade	Miami-Dade County PROS	Chapman Field Park Kayak Launch Ph II	$357,295	$178,648	$178,648
Miami-Dade	City of Aventura	Aventura Marine Patrol Boat Lift	$120,000	$60,000	$60,000
Miami-Dade	City of Aventura	Aventura Marine Patrol Vessel	$246,668	$123,334	$123,334
Miami-Dade	Town of Bay Harbor Islands	Bay Harbor Island Marine Patrol Boat	$250,000	$125,000	$125,000
Miami-Dade	Town of Bay Harbor Islands	Bay Harbor Island Marine Patrol Boat Lift	$50,000	$25,000	$25,000
Miami-Dade	City of Coral Gables	Marine Patrol Vessel and Night Vision	$113,000	$56,500	$56,500
Miami-Dade	City of Miami Beach	Derelict Vessel Removal	$120,000	$60,000	$60,000
Miami-Dade	City of Miami Beach	Fifth Street Pedestrian Bridge Baywalk LInk	$6,000,000	$3,000,000	$3,000,000
Miami-Dade	City of Miami Beach	Night Vision and Sonar for Fire Boat	$43,500	$21,750	$21,750
Miami-Dade	City of Miami	Derelict Vessel Removal	$400,000	$200,000	$200,000
Miami-Dade	City of Miami	Jose Marti Park Seawall Riverwalk & Kayak Launch Ph II	$3,191,529	$1,595,764	$1,595,764
Miami-Dade	City of Miami	Miamarina Pump-Out Enhancement	$275,000	$137,500	$137,500
Miami-Dade	City of Miami	Dinner Key Mooring Field Vessel	$130,000	$65,000	$65,000
Miami-Dade	City of Miami	Vessel for Spoil Islands and Parks	$100,000	$50,000	$50,000
Miami-Dade	City of Miami	Baywalk Connection Edgewater Ph I	$620,000	$235,000	$235,000
Miami-Dade	City of Miami	Dinner Key Marina Floating Docks Ph I	$100,000	$50,000	$50,000
Miami-Dade	City of Miami	Fire Rescue Vessel	$600,000	$50,000	$50,000
Miami-Dade	City of Miami	Marine Patrol Vessel	$685,000	$125,000	$125,000
Miami-Dade	City of Miami	Sewell Park Shoreline Riverwalk Boat Slip Kayak Launch Ph I	$2,839,428	$1,419,714	$1,419,714
Miami-Dade	City of Miami	VHF and Nightvision for Vessels	$36,000	$18,000	$18,000
Miami-Dade	City of North Miami Beach	Law Enforcement Patrol Boat	$405,000	$115,000	$115,000
		TOTAL	**$16,682,420**	**$7,711,210**	**$7,711,210**
		OVERALL WAP TOTALS	**$56,178,142**	**$27,459,421**	**$25,508,541**
		OVERALL CAP TOTALS	**$80,000**	**$40,000**	**$40,000**
		TOTAL REQUESTS	**$56,258,142**	**$27,499,421**	**$25,548,541**

COUNTY	PROJECT SPONSOR	PROJECT TITLE	TOTAL COST	ASSISTANCE REQUESTED	ASSISTANCE AWARDED
Disaster Relief					
Martin	City of Stuart	Courtesy Dock and Wave Attenuator Ph II	$2,300,000	$1,150,000	$1,150,000

City of Cocoa Budget Adjustment Form FY2026- 004-IFT

Select Adjustment Type: Interfund Transfer   Requesting Department #: CCRA-3230   Date Prepared: 9/30/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 0 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 1,494,500)	110-3230-559.39-00	OTHER ECONOMIC ENVIRON / CONTINGENCY		($ 1,494,500)	
$ 1,494,500	110-3230-581.91-34	INTERFUND TRANSFER / TRF TO TDOCK/BRKWTR (304)		$ 1,494,500	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 0 Total					

Reason/Justification for Adjustment:

To Contribute the 50% match portion of $1,494,500 to the General fund for the construction/Phase 2 of the Day slip / Revetment for the total project cost of $2,989,000 Agenda 25-932. The second part of this BAF will go to Council on 10-14-25 to accept the award portion and the funding from the CRA.

City Council Approval Needed? Yes: (•) No: ( )   **Date Approved:**   **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2025.10.02 08:26:35 -04'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.10.02 08:50:24 -04'00'
Finance Approval Signature

Finance Director's Signature

Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2025.10.02 08:26:56 -04'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2025.10.02 09:35:33 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

INTERLOCAL AGREEMENT

(Cocoa Waterfront Day Slips and Revetment – FIND Grant Match)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this ________ day of _______________, 2025 ("**Effective Date**") between the **CITY OF COCOA REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Agency"**), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the Community Redevelopment Act of 1969 ("Act") authorizes a community redevelopment agency and city to engage in "community redevelopment"; and

WHEREAS, the 2025 Redevelopment Plan provides that investment in placemaking initiatives is a strategic goal of the Agency including enhancing the Waterfront to support recreation, connectivity, and community engagement; and

WHEREAS, the City of Cocoa has received notice of a grant award from the Florida Inland Navigation District requiring a matching contribution of $1,494,500 for the replacement of the Cocoa Day Slips and the construction of a revetment (breakwater) at Lee Wenner Park along the Indian River Lagoon, within Cocoa Village and located in the Agency's Redevelopment Area (hereinafter referred to as the "Project"); and

WHEREAS, the City Council and Agency Board hereby find that it is in the best interests of the Agency and the City of Cocoa to jointly participate in the Project and allow the Agency to provide the matching financial contribution required to receive the FIND grant; and

WHEREAS, the Act provides that one of the core powers of a community redevelopment agency includes the power to undertake and carry out community redevelopment and related activities within the community redevelopment area, and the parties hereby find that the Project is a community redevelopment activity; and

WHEREAS, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Cocoa Village Waterfront and this Agreement is in furtherance of those continuing efforts; and

WHEREAS, the City Council and Agency Board hereby find this Agreement serves a public purpose, is consistent with the Act and Comprehensive Plan, the Redevelopment Plan and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

2.1 **Approval.** The approval of this Agreement by both the Agency's Board and the City Council of the City of Cocoa.

2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.

2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article II, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **PROJECT.**

4.1 This Agreement is related to constructing Day Slips for boating and a revetment (aka breakwater) project at Lee Wenner Park (the "Project").

4.2 The City shall be responsible, as the owner of the Lee Wenner Park property upon which the Project will be constructed and serve, to pursue and manage the design, bidding, permitting, and construction of the Project.

4.3 All the privileges and immunities from liability, exemptions from laws, ordinances, and rules and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of any City or Agency officer, agent, or employee when performing their respective functions hereunder shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties under this Agreement.

4.4 Subject to Section 6.11 of this Agreement, each party shall be responsible for the acts, omissions, or conduct of its own appointees/employees.

5. AGENCY CONTRIBUTION OF FUNDS.

5.1 **Construction of Project.** The City of Cocoa shall be responsible for funding the design, permitting, public bidding, and construction of the Project, less the Agency's contribution set forth in Section 5.2 of this Agreement.

5.2 **Agency and City Financial Contribution.** The Agency agrees to contribute up to One Million Four Hundred Ninety-Four Thousand Five Hundred and 00/100 cents ($1,494,500.00) to fund a portion of the City's financial obligation to complete the Project. The Agency's contribution shall be transferred by the City from the Agency's Tax Increment Trust Fund as a lump sum or periodic payment as deemed appropriate by the City Manager to fund the construction progress and expenses associated with the Project.

5.3 **Use of Agency Funds by the City.** The Agency funds provided under this Agreement shall be used only for the Project costs as provided in Section 5.2. Inasmuch as the Agency funds are administratively maintained by the City on behalf of the Agency, the City is hereby authorized, upon notice to the Agency, and without penalty, to stop processing or correct any payment that may be made in violation of this Agreement. Furthermore, if the Agency determines that the Agency funds, in whole or in part, were expended for a wrongful purpose, the Agency shall have the right to reimbursement from the City of the wrongfully expended funds. Should any budgeted funds for the Project contributed by the Agency and the City remain unspent, such funds shall be returned proportional to the City and Agency's actual expended contributions for the Project.

5.4 **Budget & Appropriations**. The Agency and the City agree to budget and appropriate sufficient funds for purposes of funding the Project authorized in accordance with the terms and conditions of this Agreement.

6. MISCELLANEOUS TERMS AND CONDITIONS.

6.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8737

(b) if to Agency:

Attn: Agency Manager
65 Stone Street

Cocoa, FL 32922-1750
Telephone: (321) 433-8509

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

6.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

6.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.

6.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

6.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

6.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

6.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

6.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

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

6.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

6.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person 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). This paragraph shall survive termination of this Agreement.

6.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit of any other party.

6.13 Termination. The City and the Agency may terminate this Agreement by mutual written agreement.

6.14 Claims Surviving Termination. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: ______________________________

Michael C. Blake, Mayor

ATTEST:

By: ________________________

Monica Arsenault
City Clerk

Approved by the City Council on: __________________

THE CITY OF COCOA REDEVELOPMENT AGENCY,
a Florida Community Redevelopment Agency

By: __________________________________

Michael C. Blake, Its Chairperson

ATTEST:

By: ____________________________

Recording Secretary

Approved by the Agency Board on: _____________________

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-25-165

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _________________ day of _____________________, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Cocoa Waterfront Dock and Breakwater Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $1,494,500.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use

for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Facilities Manager, Cocoa Community Redevelopment Area
65 Stone St.
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: ________________________________
Executive Director

Date: ______________________________

City of Cocoa

By:_________________________________

Title: ______________________________

Date: ______________________________

EXHIBIT A

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Phase II Construction - Cocoa Waterfront - Public Docking Slips
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Final Design & Engineering	$ 248,100.00	$ 124,050.00	$ 124,050.00
Day Slips	$ 2,143,663.00	$ 1,071,850.00	$ 1,071,850.00
Revetment	$ 597,237.00	$ 298,650.00	$ 298,650.00

****TOTALS =**	$ 2,989,000.00	$ 1,494,550.00	$ 1,494,550.00

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:
1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:
1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
a. Project management, administration and inspection,
b. Design, permitting, planning, engineering or surveying costs for completed construction project,
c. Restoration of sites disturbed during the construction of an approved project,
d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.
3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:____

Project Title:________________________________ Project #:____________________

Source of Matching Funds: ____

Amount of Matching Funds: ____

I hereby certify that the above referenced project Sponsor, as of October 01, 2025, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated ____________________.*

Project Liaison Name:____

Project Liaison Signature:____

Date:________________________

*S**.** 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT
PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	**Vendor Name**	**Check No.**	**Invoice #**	**Total Cost**	**Applicant Cost**	**FIND Cost**
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-50, 66B-2(Effective Date 1-1-26)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:____

Project Title:__________________________________ Project #:___________________

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and ____, dated ______________________, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:____

Project Liaison Signature:____

Date:_________________________

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ǳŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine tl·ǋʅ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MΠMΠHC)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork

Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

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*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php

ATLANTIC

FLORIDA INLAND NAVIGATION DISTRICT

INTRACOASTAL

RESOLUTION NO. CCRA

A RESOLUTION OF COCOA COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CRA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cocoa Community Redevelopment Agency (Cocoa CRA) adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Regular meeting held on September 16, 2025; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE COCOA CRA, as follows:

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the Cocoa CRA of the City of Cocoa, Florida, in a regular meeting assembled on the **27th** day of **October**, 2025.

____
Michael C. Blake, Chairman

ATTEST:

____
Charlene Neuterman
Community Services Director

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	10/01/2025
Agenda Date:	10/27/2025
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Cocoa CRA approval of an amount not to exceed $180,000 for the Design and Permitting Services for the Improved T-Dock Project. Approve a Resolution Amending the FY26 Budget (BAF#26-006-A), from Cocoa CRA Fund Balance to Infrastructure. Staff will return to the CRA Board and City Council with the finalized Grants, Amendments, and Agreements.

BACKGROUND:

During Hurricane Milton, the Riverfront T-Docks were damaged. This agenda item requests that the Cocoa CRA fund the design portion of the improved concrete T-Dock structure. However, at this time, the City has not received the quotes back from the engineers on the design costs, and we have included a "not-to-exceed number". The City would also like to apply for a FIND Grant (March 26 deadline), and the design needs to be substantially complete to apply for the grant, hence the need to start design as soon as possible. At the same time, the City Staff is also working with FEMA for Grant funding. However, the construction of the concrete T-Dock will be substantially higher than any potential FEMA funding for the project, which is why the City is seeking other grant sources.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

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

Source/Use of Funds
Account Number 110-0000-389.99-50 Amount Not to exceed $180,000
Account Number 110-3230-559.63.07 Amount Not to exceed $180,000

PREVIOUS ACTION:

RECOMMENDED MOTION:

Cocoa CRA approval of an amount not to exceed $180,000 for the Design and

Permitting Services for the Improved T-Dock Project. Approve a Resolution Amending the FY26 Budget (BAF#26-006-A), from Cocoa CRA Fund Balance to Infrastructure. Staff will return to the CRA Board and City Council with the finalized Grants, Amendments, and Agreements.

RESOLUTION NO. CCRA

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

WHEREAS, the Cocoa Community Redevelopment Agency (Cocoa CRA) adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Regular meeting held on September 16, 2025; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE COCOA CRA, as follows:

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the Cocoa CRA of the City of Cocoa, Florida, in a regular meeting assembled on the **6th** day of **October**, 2025.

____
Michael C. Blake, Chairman

ATTEST:

____
Charlene Neuterman
Community Services Director

City of Cocoa Budget Adjustment Form FY2026-006-A

Select Adjustment Type: Budget Amendment | Requesting Department #: CCRA-3230 | Date Prepared: 10/3/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 180,000	110-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		$ 180,000	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 180,000 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 180,000	110-3230-559-63-07	INFRASTRUCTURE / IMPROVE OTHER THAN BLDG		$ 180,000	CR26TD
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 180,000 Total					

Reason/Justification for Adjustment:

To fund the design for the T-Docks
Agenda# 2025-947

City Council Approval Needed? Yes: ◉ No: ○ **Date Approved:** ______ **Resolution #:** ______

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2025.10.03 16:55:09 -04'00'	Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.10.03 16:58:21 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2025.10.03 16:55:29 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2025.10.03 16:59:45 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: ______ Entered By: ______ Group #: ______

COCOA REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date:	06/20/2025
Agenda Date:	10/27/2025
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager Anthony Garganese, City Attorney
Requested Action:	Agency approval of the Cocoa CRA Tax Increment Financing (TIF) Reinvestment guidelines.

BACKGROUND:

The primary purpose of the CRA is to eliminate slums and blighted conditions within its geographically defined CRA area of operation, and the primary means to achieve that objective is to engage in public and public-private redevelopment activities which are funded, in whole or in part, by tax increment financing received annually by the CRA in accordance with the Community Redevelopment Act of 1969. The CRA desires to establish a program that will enable the CRA to enter into a TIF Reinvestment Agreement with a private party to support the construction of a private sector development project with the CRA by allowing a portion of the tax increment generated from the project to be reinvested (rebated) to support the completion of qualified improvements related to the project consistent with the Plan.

Prospective applicants considering whether to seek a TIF Reimbursement Agreement should seriously evaluate their proposed project in light of the following questions before requesting a pre-application meeting:

1. Does the proposed project satisfy Program Objectives?
2. Is the proposed project an Eligible Project?
3. Does the proposed project meet the minimum Capital Threshold based on Eligible Reimbursement Costs?
4. Does the proposed project meet any of the Disqualification Factors?
5. Does the proposed project meet the Initial Eligibility Guidelines?
6. Will the proposed TIF Reimbursement request satisfy the Maximum Incentive Amount and Minimum Investment Ratio?
7. Is the prospective applicant willing to voluntarily consent to participating in an application process which is completely at their sole risk because consideration and approval of an eligible Program Project and TIF Reimbursement Agreement is at the sole and absolute discretion of the CRA Board?
8. Does the prospective applicant have the financial, professional and other resources to successfully complete the proposed project and the Application Requirements and Procedure?

The Program is targeted at high quality, new development projects that are deemed by the CRA Board to present exceptional opportunities for the community and the CRA

area. This Program is not for speculative projects nor developers without adequate and demonstrated resources and skills to complete the proposed project. Projects must be consistent with the CRA Plan. Although the CRA recognizes that most new development projects will have some benefit to the CRA area and may qualify for other CRA programs, this Program is only intended for Eligible Projects that will stimulate other redevelopment and economic activities within the CRA area in a very significant and long-term manner by satisfying the following three (3) **mandatory** objectives:
a. Increase property values and tax revenues; and
b. Creating and retaining jobs in the City; and
c. Strengthening the economic base of the City by: (1) adding a significant number of new residents and/or (2) establishing a significant new business within the CRA area.
And, also satisfying at least three (3) of the following public purpose objectives:

d. Promoting the efficient usage of land by preventing or eliminating slum and blighted conditions that are having a major negative impact on the CRA area.
e. Constructing mixed-use developments.
f. Attracting desirable businesses and retaining existing businesses.
g. Improving public infrastructure.
h. Promoting recreational opportunities, tourism, and the environment.
i. Creating a variety of housing opportunities to increase the number of residents residing within the CRA area.
j. Encouraging development projects that enhance the streetscape and pedestrian experience and improve the vitality of the CRA area by adding interest and activity

Eligible Projects
The following types of non-speculative development projects are considered "Eligible" that may be considered for a potential TIF Reinvestment Agreement:
a. Mixed-use developments that creatively integrate commercial, office, and retail space into residential development.
b. Projects that are explicitly identified in the adopted CRA Plan and consistent with the CRA Plan and the City of Cocoa Comprehensive Plan and Code.
c. Projects that are being solicited by the CRA or the City of Cocoa as part of a Request for Proposal (RFP) issued in accordance with Section 163.380, Florida Statutes.
d. Projects of significant size that promote neighborhood stabilization or revitalization including affordable housing.
e. Projects that revitalize historically significant buildings.

The existence of one or more of the following factors shall disqualify a project or applicant from participating in the Program for a TIF Reimbursement Agreement and will be a basis to immediately reject an application submittal:
a. Non-profit entities subject to property tax exemptions or tax-exempt projects.
b. Applicants that do not have the written authorization from the property owner to proceed with filing an application under the Program.
c. Projects that have been constructed or have already been issued a building permit by the City of Cocoa.
d. Projects that are proposed on real property and are subject to any unpaid ad valorem

taxes or assessments, liens, money judgements, mortgages, or other kinds of financial obligation.
e. Applicants or project equity owners that have any unpaid financial obligation with the City of Cocoa.
f. Projects that are inconsistent with the CRA Plan or City of Cocoa Comprehensive Plan and City Code.
g. Projects that will not be completed or subject to being assessed ad-valorem taxes until after the CRA's term expires.

The following "brick and mortar" development costs are eligible for use of TIF Reimbursement Incentive funds and shall be used to determine the Capital Investment amount of the Project:
a. Construction of public works or improvements either on public rights-of-way adjacent to the private development, or on a portion of private property that is accessible to the public, including, but not limited to, irrigation; exterior lighting; sidewalks; plazas; site walls; permanently affixed furniture and hardscape features used to enhance the aesthetic appeal, visual interest, and functionality of outdoor spaces; and bicycle racks.
b. Public rights-of-way improvements adjacent to the development including paving, sidewalks, curb & gutters, storm drainage systems, traffic signals, on-street public parking spaces.
c. Signage, but limited to street signage, directional signage, or monument signs, and excluding tenant or building signs.
d. Site development activities and preparation.
e. Infrastructure or utility improvements.
f. Demolition.
g. Rehabilitation, alteration, reconstruction or repair of existing historical buildings.
h. Capital costs associated with the project building and related to on-site permanent facilities.
i. Publicly dedicated parking.
j. Public recreational amenities.
k. Environmental remediation and enhancements.

It is intended that eligible projects receiving a TIF Reimbursement Incentive will be large-scale projects with a minimum qualifying real property capital investment threshold (Capital Investment) of at least Five Million Dollars ($5,000,000). However, upon a request submitted by a developer, the CRA Board reserves the right to consider waiving the minimum real property capital threshold requirement for smaller capital projects, provided the CRA Board determines that the project provides a greater community benefit relative to the private party's capital investment, and the smaller capital project has a minimum capital threshold of at least a One Million Dollar ($1,000,000).

Developers should have no expectation that their proposed project will receive an award. Individual projects will be considered on a case-by-case basis at the sole discretion of the CRA Board, and any award is contingent upon the availability of funding. Decisions made by the CRA Board should not be construed as creating any precedent. The CRA Board may terminate this Program at any time in its sole discretion.

The potential maximum Tax Reimbursement Incentive shall be up to 90% of the increment associated with the eligible costs of the Project. The incremented amount is determined based on the increase in TIF revenues received by the CRA that is attributed to the completion and assessment of the Project by the Brevard County Tax Collector. No increment previously generated from the subject property prior to the completion of the Project nor from other private development projects or properties will be used to supplement the Project's inability to generate enough tax increment to cover the TIF Reimbursement Incentive.

Projects must demonstrate that the TIF Reimbursement Incentive committed to a project will leverage substantial private capital investment. A minimum investment ratio of 7:1 private to public investment will be utilized for evaluation purposes. A greater private to public leverage ratio is preferred, but neither the minimum nor greater ratio guarantees any assistance under the Program. Project applications with less than 7:1, private to public leverage, will not be eligible.

The percentage of the TIF increment being reimbursed will be negotiated based on the merits and value of the Project. No TIF Reimbursement Incentive will be paid past the operational term of the CRA, which is September 30, 2041. The percentage, terms and other conditions of the TIF Reimbursement for the Project will be established and set forth in the TIF Reinvestment Agreement.

The application process is a three (3) step process, with a pre-application meeting, preliminary application and final application before any binding TIF Reimbursement Incentive is approved by the CRA Board.

Staff is requesting approval of the process for TIF reimbursement for the Cocoa CRA.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Budgeted? N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Agency approval of the Cocoa CRA Tax Increment Financing (TIF) Reinvestment guidelines.

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY, BREVARD COUNTY, FLORIDA; ESTABLISHING A TAX REINVESTMENT AGREEMENT POLICY PURSUANT TO THE CRA PLAN; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Community Redevelopment Agency ("Agency") is a special district created and organized under the Florida Community Redevelopment Act of 1969; and

WHEREAS, the Agency has adopted a 2025 Community Redevelopment Plan ("CRA Plan") which authorizes creating programs for development, rehabilitation, financial or other economic incentives to facilitate growth, elimination of slum and blight, and increasing the tax base; and

WHEREAS, in furtherance of this objective, the CRA Plan provides that the CRA may consider entering into a TIF Reinvestment Agreement with a private party to support the construction of a private sector development project within the CRA area by allowing a portion of the tax increment generated from the project to be reinvested (rebated) to support the completion of qualified improvements related to the project consistent with the CRA Plan; and

WHEREAS, the governing board of the Agency ("Agency Board") desires to establish a program that establishes an application process and a discretionary approval procedure for the Agency Board to consider qualified requests for TIF Reinvestment Agreement; and

WHEREAS, the Agency Board finds this Resolution is consistent with the CRA Plan and in the best interests of the City of Cocoa Community Redevelopment Agency and City of Cocoa; and

NOW THEREFORE, BE IT RESOLVED by the City of Cocoa Community Redevelopment Agency, Florida:

Section 1. **Recitals.** The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. **TIF Reinvestment Agreement Program.** The governing board of the City of Cocoa Community Redevelopment Agency hereby adopts the TIF Reinvestment Agreement Program as set forth in **Exhibit A**, which is fully incorporated by reference ("Program"). The Program may be amended by resolution as needed to accomplish the objectives set forth in the CRA Plan.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or portion of this Resolution and Exhibit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the governing board of the City of Cocoa Community Redevelopment Agency.

ADOPTED in a Meeting of the governing board of the City of Cocoa Community Redevelopment Agency, Florida, this ____ day of ____________, 2025.

____

Michael C. Blake, Chairman

ATTEST:

____

Agency Clerk

Approved as to legal form and sufficiency
for the City of Cocoa Redevelopment Agency
only by:

____

Anthony A. Garganese, Agency Attorney

DRAFT 10.21.2025

COCOA COMMUNITY REDEVELOPMENT AGENCY

TIF REINVESTMENT AGREEMENTS

PROGRAM GUIDELINES

Program Description

The primary purpose of the CRA is to eliminate slums and blighted conditions within its geographically defined CRA area of operation (CRA Area), and the primary means to achieve that objective is to engage in public and public-private redevelopment activities which are funded, in whole or in part, by tax increment financing received annually by the CRA in accordance with the Community Redevelopment Act of 1969. The 2025 Redevelopment Plan provides that the CRA should consider creating programs for development, rehabilitation, financial or other economic incentives to facilitate growth, elimination of slum and blight, and increasing the tax bases.

Furthermore, the CRA may consider entering into a **TIF Reinvestment Agreement** with a private party to support the construction of a private sector development project within the CRA area by allowing a portion of the tax increment generated from the project to be reinvested (rebated) to support the completion of qualified improvements related to the project consistent with the CRA Plan. In furtherance of the CRA Plan objective, the CRA desires to establish a program that will enable the CRA to enter into a **TIF Reinvestment Agreement** with a private party to support the construction of a private sector development project within the CRA area. The incremental tax revenue rebate is a financial incentive that is paid to the owner of the project after the project is completed and placed on to the tax rolls and the taxes associated with the new development have been paid. The incentive is discretionary by the CRA Board and will only be considered for projects with a near term, definitive project schedule. If approved by the CRA Board, it will be utilized to close demonstrated financial gaps in a development project's financing plan that would otherwise preclude the project's development. The specific terms and obligations of the incentive given to a specific project will be memorialized in a TIF Reinvestment Agreement approved by the CRA Board.

How does the Program and Application Process Work?

Prospective applicants considering whether to seek a TIF Reimbursement Agreement should seriously evaluate their proposed project in light of the following questions before requesting a pre-application meeting:

1. Does the proposed project satisfy **Program Objectives**?
2. Is the proposed project an **Eligible Project**?
3. Does the proposed project meet the minimum **Capital Threshold** based on **Eligible Reimbursement Costs**?
4. Does the proposed project meet any of the **Disqualification Factors**?

5. Does the proposed project meet the Initial **Eligibility Guidelines**?
6. Will the proposed TIF Reimbursement request satisfy the **Maximum Incentive Amount** and **Minimum Investment Ratio**?
7. Is the prospective applicant willing to voluntarily consent to participating in an application process which is completely at their **sole risk** because consideration and approval of an eligible Program Project and TIF Reimbursement Agreement is at the **sole and absolute discretion of the CRA Board**?
8. Does the prospective applicant have the financial, professional and other resources to successfully complete the proposed project and the **Application Requirements and Procedure**?

Program Objectives

The Program is targeted at high quality, new development projects that are deemed by the CRA Board to present exceptional opportunities for the community and the CRA area. This Program is not for speculative projects nor developers without adequate and demonstrated resources and skills to complete the proposed project. Projects must be consistent with the CRA Plan. Although the CRA recognizes that most new development projects will have some benefit to the CRA area and may qualify for other CRA programs, this Program is only intended for **Eligible Projects** that will stimulate other redevelopment and economic activities within the CRA area **in a very significant and long-term manner** by satisfying the following three (3) **mandatory** objectives:

a. Increase property values and tax revenues; and
b. Creating and retaining jobs in the City; and
c. Strengthening the economic base of the City by: (i) adding a significant number of new residents and/or (ii) establishing a significant new business or businesses within the CRA area.

And, also satisfying **at least three (3)** of the following public purpose objectives:

d. Promoting the efficient usage of land by preventing or eliminating slum and blighted conditions that are having a major negative impact on the CRA area.
e. Constructing mixed-use developments.
f. Attracting desirable businesses and retaining existing businesses.
g. Improving public infrastructure.
h. Promoting recreational opportunities, tourism, and the environment.
i. Creating a variety of housing opportunities to increase the number of residents residing within the CRA area.
j. Encouraging development projects that enhance the streetscape and pedestrian experience and improve the vitality of the CRA area by adding interest and activity.

Eligible Projects

The following types of non-speculative development projects are considered "Eligible Projects" that may be considered for a potential TIF Reinvestment Agreement:

a. Mixed-use developments that creatively integrate commercial, office, and retail space into residential development.
b. Projects that are explicitly identified in the adopted CRA Plan and consistent with the CRA Plan and the City of Cocoa Comprehensive Plan and Code.
c. Projects that are being solicited by the CRA or the City of Cocoa as part of a Request for Proposal (RFP) issued in accordance with Section 163.380, Florida Statutes.
d. Projects of significant size that promote neighborhood stabilization or revitalization including affordable housing.
e. Projects that revitalize historically significant buildings.

For purposes of this section and policy, the term "non-speculative development project" shall mean a development undertaken with a demonstrated end user, tenant, or committed occupant, or supported by executed agreements, financing commitments, or other verifiable evidence showing the developer's bona fide intent and ability to construct and occupy or sell the project upon completion, rather than to hold or market it solely for future resale or investment. To qualify as nonspeculative, the project must also include a realistic and verifiable development schedule to submitting all required permits and demonstrating commencement of construction and substantial completion within two years of approval of permits.

Application Disqualifying Factors

The existence of one or more of the following factors shall disqualify an application from being accepted and considered and will be a basis to immediately reject an application submittal:

a. Non-profit entities subject to property tax exemptions or tax-exempt projects.
b. Applicants that do not have the written authorization from the property owner to proceed with filing an application under the Program.
c. Projects that have been constructed or have already been issued a building permit by the City of Cocoa.
d. Projects that are proposed on real property that is subject to any unpaid ad valorem taxes or assessments, liens, money judgements, mortgages, or other kind of financial obligation.
e. Applicants or project equity owners that have any unpaid financial obligation with the City of Cocoa.
f. Projects that are inconsistent with the CRA Plan or the City's Comprehensive Plan and Code.
g. Projects that will not be completed or subject to being assessed ad-valorem taxes until after the CRA's term expires.

h. Applicants that have employed or retained any person or entity, other than a bona fide employee working solely for the Applicant, to solicit or secure the TIF incentive award under this Program, or Applicants that have paid or agreed to pay any person or entity, other than a bona fide employee working solely for the Applicant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from a TIF incentive award under this Program.

Eligible Reimbursement Costs

The following "brick and mortar" development costs are eligible for use of TIF Reimbursement Incentive funds and shall be used to determine the Capital Investment amount of the Project:

a. Construction of improvements either on public rights-of-way adjacent to the private development, or on a portion of private property that is accessible to the public, including, but not limited to, irrigation; exterior lighting; sidewalks; plazas; site walls; permanently affixed furniture and hardscape features used to enhance the aesthetic appeal, visual interest, and functionality of outdoor spaces; and bicycle racks.
b. Public rights-of-way improvements adjacent to the development including paving, sidewalks, curb & gutters, storm drainage systems, traffic signals, on-street public parking spaces.
c. Signage, but limited to street signage, directional signage, or monument signs, and excluding tenant or building signs.
d. Site development activities and preparation.
e. Infrastructure or utility improvements.
f. Demolition.
g. Rehabilitation, alteration, reconstruction or repair of existing historical buildings.
h. Capital costs associated with the project building and related to on-site permanent facilities.
i. Publicly dedicated parking.
j. Public recreational amenities.
k. Environmental remediation and enhancements.

Capital Threshold

It is intended that eligible projects receiving a TIF Reimbursement Incentive will be large scale projects with a minimum qualifying real property capital investment threshold (Capital Investment) of at least Five Million Dollars ($5,000,000). However, upon request submitted by a developer, the CRA Board reserves the right to consider waiving the minimum real property capital threshold requirement for smaller capital projects, provided the CRA Board determines that the project provides a greater community benefit relative to the private party's capital investment, and the smaller capital project has a minimum capital threshold of at least a One Million Dollar ($1,000,000).

Initial Eligibility Guidelines

To guide Applicants with making an initial decision to invest time and money into completing and submitting an application under the Program, Applicants must satisfy the following minimum requirements:

a. The proposed project will meet the Eligible Project requirement stated above.
b. The proposed project meets the minimum capital threshold and there are no disqualification factors stated above exist.
c. The proposed project must be located within the CRA area.
d. The Applicant must submit a detailed conceptual plan and building elevations for the proposed eligible project.
e. The Applicant must demonstrate that securing the TIF Reimbursement Incentive will be a deciding financial factor in the decision to develop the project. In other words, "but for" the TIF Reimbursement Incentive, the Applicant would not be in a financial position to proceed with the project.
f. The Applicant must demonstrate that they have a minimum twenty percent (20%) owner equity in the proposed project. The potential TIF Reimbursement Incentive award shall not be used to meet the minimum owner equity requirement.
g. The proposed project is a permittable development project by demonstrating consistency with the CRA's Redevelopment and City of Cocoa Comprehensive Plan and City Code.
h. The Applicant must own the property or must have executed a multi-year lease (40-year minimum) with the property owner, as approved by the primary lender. If a lease is involved, the property owner is required to be a co-applicant and signatory of the TIF Reinvestment Agreement.
i. The Applicant must be willing to execute an application acknowledging and agreeing that the application process is at the Applicant's sole risk and that a TIF Reinvestment Agreement is subject to the approval of the CRA Board at the CRA Board's sole and absolute discretion. The CRA makes no representations nor guarantees that an Applicant will be granted a TIF Reimbursement under the Program. If an application is denied, the Applicant shall have no recourse to challenge the decision made by the CRA Board.

Maximum Incentive Limits and Minimum Investment Ratio

a. The potential maximum Tax Reimbursement Incentive shall not exceed 90% of the *increment* associated with the eligible costs of the Project. The *increment* amount is determined based on the increase in TIF revenues received by the CRA from the Brevard County Tax Collector that is attributed to the completion and assessment of the Project by the Brevard County Property Appraiser. No increment previously generated from the subject property prior to the completion of the Project nor from other private development projects or properties will be used to supplement the Project's inability to generate enough tax increment to cover the TIF Reimbursement Incentive.

b. Projects must demonstrate that the TIF Reimbursement Incentive committed to a project will leverage substantial private capital investment. A minimum investment ratio of 7:1 private to public investment will be utilized for evaluation purposes. A greater private to public leverage ratio is preferred, but neither the minimum nor greater ratio guarantees any assistance under the Program. Project applications with less than 7:1, private to public leverage, will not be eligible.

The following are examples of eligible projects.

Total Project Investment	Developer Investment	Public Investment	Eligible Ratio
$16,000,000	$14,000,000	$2,000,000	7:1
$ 8,250,000	$ 7,500,000	$750,000	10:1

c. The percentage amount of the TIF increment being reimbursed will be negotiated based on the merits and value of the Project. No TIF Reimbursement Incentive will be paid past the operational term of the CRA which is **September 30, 2041**. The percentage, term and other conditions of the TIF Reimbursement for the Project will be established and set forth in the TIF Reinvestment Agreement.

Discretion of CRA Board

Developers should have no expectation that their proposed project will receive an award. Individual projects will be considered on a case-by-case basis at the sole discretion of the CRA Board, and any award is contingent upon the availability of funding. Decisions made by the CRA Board should not be construed as creating any precedent. The CRA Board may terminate this Program at any time in its sole discretion.

Application Requirements and Procedure

The **application process is a three (3) step process**, with a (i) pre-application meeting; (ii) preliminary application; and (iii) final application before any binding TIF Reimbursement Incentive is approved by the CRA Board.

a. **Pre-Application Meeting** All prospective applicants are required to meet with the City Manager and other members of CRA staff including the CRA Attorney **("CRA Staff")** prior to the submission of any TIF Reimbursement request, in order to discuss the conceptual project idea, and the Program's requirements. **("Pre-Application Meeting").** At this stage, CRA Staff may request that the prospective applicant share preliminary conceptual drawings and financial documents regarding the proposed project.

b. **Preliminary Application and Determination.** After the Pre-Application Meeting, an applicant may submit a preliminary application for an initial determination by CRA staff that the proposed project satisfies the eligibility requirements **("Preliminary Application")**. If the CRA staff determines that the project satisfies the requirements, the CRA staff will present the proposed project to the CRA Board for initial direction on whether the CRA Board, by majority vote, is willing to consider a final application for the proposed project and to authorize CRA staff to process the final application and commence negotiations with the Applicant to prepare a draft TIF Reinvestment Agreement. The TIF Reinvestment Agreement shall be subject to approval, approval with conditions, or rejection by, and at the sole discretion of, the CRA Board.

   The Preliminary Application must contain the following minimum information as applicable:

   1. Name of the Applicant and description of the business.
   2. Applicant portfolio including a listing of bios for the business owners and/or executive management team including relevant development projects and experiences.
   3. Proof of good corporate standing.
   4. 5-year historical financials of the Applicant or related entity that will be developing and financing the project.
   5. Description of the proposed project including:
      (i) detailed engineered conceptual plan and building elevations and floor plans;
      (ii) scope of other project improvements and features; and
      (iii) tentative project schedule including, at a minimum, identifying the following development milestones: property acquisition; completion of preliminary engineering drawings; site plan approval; final engineering drawings; final cost estimate; issuance of building permits; construction commencement and completion.
   6. Zoning verification letter prepared by the City of Cocoa's Planning & Zoning Department indicating that the project conceptually meets the requirements of the City of Cocoa's Comprehensive Plan and land development regulations.
   7. Preliminary construction cost estimate, as prepared by a certified construction industry professional.
   8. Preliminary fiscal and economic impact estimate of the project, as prepared by a qualified professional or economic model that adheres to established industry standards.
   9. Additional items as required by the CRA staff in the Preliminary Application.

c. **Final Application and TIF Reinvestment Agreement.** If during the preliminary application phase, the CRA Board voted to direct CRA staff to commence negotiations with the Applicant, the Applicant shall have ninety (90) days from the date of the CRA

Board decision to submit a final application **("Final Application")**. The Final Application must contain the following minimum information as applicable:

1. Proof of ownership of the property or copy of an executed land lease (min. 40-year term). If the Applicant has the property under contract to purchase with the current owner, a copy of the executory contract for sale and purchase.
2. Proposed project site plan, building elevations, and floor plan.
3. Description of proposed uses and amenities and public improvements.
4. Economic impact study addressing both the fiscal and economic impact of the project prepared and certified by a qualified professional utilizing an economic model that adheres to established industry standards.
5. Additional items as required by the CRA staff in the Preliminary Application.
6. Copies of lease agreements, letters of interest from prospective tenants, franchise agreements and commitments, etc. to demonstrate projected occupancy and branding commitments for the project and property.
7. Target buyer or lessee, and related market lease rates or market sales price as applicable.
8. Ten-year operating Pro Forma which includes financial projections of revenues and expenses.
9. Documentation evidencing a minimum of 20% owner equity in the project.
10. Loan commitments or binding letters of intent from a bank or other bona-fide lending institution to finance the project.
11. Total project cost analysis prepared by a licensed general contractor or prepared by an MAI Appraiser with construction costs certified by a licensed general contractor.
12. Revisions and updates to any documents submitted as part of the Preliminary Application.
13. Additional items as required by the CRA staff in the Final Application, or during the negotiation process with the CRA staff or CRA Board.

After the Applicant has submitted a complete Final Application, CRA staff will negotiate TIF incentive terms with the Applicant, and the Applicant and CRA staff will prepare a draft TIF Incentive Agreement. The CRA Board may participate in the negotiation process and provide directions to CRA Staff as deemed necessary. If a draft TIF Incentive Agreement is finalized between the CRA staff and Applicant, it will be presented to the CRA Board for final consideration along with any CRA staff recommendations. The Applicant is required to be in attendance at the CRA Board meeting to present the proposed Project and to answer questions from the CRA Board. If the CRA Board approves the TIF Incentive Agreement, the Applicant and the CRA Chairperson will execute the Agreement. However, if the TIF Incentive Agreement is not approved by the CRA Board, the CRA Board's decision shall be deemed final and the Applicant shall have no recourse whatsoever against the CRA and the City and any of its elected and appointed officials, CRA Staff, employees and agents.

d. **Form of Applications; Application Fee.** CRA Staff are authorized to create the application forms and program documents required by this Policy. CRA Staff may require that applicants submit supplemental information with their applications as deemed reasonably necessary for the CRA to make informed decisions that are in the best interests of the City of Cocoa and the CRA Area. The City Manager is authorized to establish an application fee to implement this Policy.

e. **Third Party Analysis.** The CRA reserves the right to have the application, and its contents evaluated and analyzed by an outside third party. The cost incurred by the CRA to retain a third party may be subject to reimbursement by the Applicant at the CRA's discretion.

f. **TIF Reimbursement Agreement.** Upon approval of a TIF Reimbursement Agreement, said Agreement shall govern the TIF Reimbursement Incentive granted under this Policy. The Applicant shall be required to strictly adhere to the terms and conditions of the Agreement and incentives disbursed under the Agreement will be subject to a "claw-back" provision if Applicant fails to abide by said terms and conditions.