



**Agenda
City of Cocoa
Regular Meeting**

**March 24, 2026
6:00 PM**

65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 24, 2026.

III. Awards and Presentations:

1. Proclamation: Recognizing March 16-20, 2026 as Florida Government Financial Professionals Week.
2. Proclamation: Proclaiming Saturday, April 11th, 2026 as an Arbor Day Event.

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve Resolution 2026-021, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure.
2. To Approve Task Order 2026-18 with Carollo Engineering under Continuing

Service Agreement Q-23-13-COC in the amount of \$398,750 for the FY26 Wastewater System Capital Plan Update.

3. Approval of the Dirty Oar Brewery Road Closure Request for Monday, April 20, 2026.

VI. Public Hearings:

VII. Council Business:

1. First Addendum to the Amended and Restated Michael C. Blake Development Agreement
2. Councilwoman Weeks has asked that several park enhancements and improvements be made at Junny Rios Park.

VIII. City Business:

IX. Informational Agenda:

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. <https://cocoafl.gov/291/City-Meetings> or
2. <https://www.youtube.com/@CityofCocoaFlorida/streams>

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through email at cityclerk@cocoafl.gov. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is

made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion.

When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2026
Agenda Date: March 24, 2026
File ID: 2026-157
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the agenda for the March 24, 2026 Regular City Council meeting as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the agenda for the March 24, 2026 Regular City Council meeting as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**March 24, 2026
6:00 PM**

65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 24, 2026. (2026-157).

III. Awards and Presentations:

1. Proclamation: Recognizing March 16-20, 2026 as Florida Government Financial Professionals Week. (2026-118). (Finance Director)
2. Proclamation: Proclaiming Saturday, April 11th, 2026 as an Arbor Day Event. (2026-131). (Public Works Director)

IV. Delegations:

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V. Consent Agenda:

1. Approve Resolution 2026-021, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure. (2026-216). (City Manager)

2. To Approve Task Order 2026-18 with Carollo Engineering under Continuing Service Agreement Q-23-13-COC in the amount of \$398,750 for the FY26 Wastewater System Capital Plan Update. (2026-161). (Utilities Director)
3. Approval of the Dirty Oar Brewery Road Closure Request for Monday, April 20, 2026. (2026-162). (Comm. & Economic Development Director)

VI. Public Hearings:

VII. Council Business:

1. First Addendum to the Amended and Restated Michael C. Blake Development Agreement. (2026-33) (Planner)
2. Councilwoman Weeks has asked that several park enhancements and improvements be made at Junny Rios Park. (2026-217). (Councilmember Weeks)

VIII. City Business:

IX. Informational Agenda:

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2026
Agenda Date: March 24, 2026
File ID: 2026-118
Prepared By: Colleen Grady
Through: Rebecca Bowman, Finance Director
Requested Action: Recognize March 16-20, 2026 as Florida Government Financial Professionals Week

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A



PROCLAMATION

WHEREAS, *The Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and*

WHEREAS, *the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and*

WHEREAS, *this Government Finance Professionals Week, sponsored by the FGFOA and all its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and*

WHEREAS, *during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, as Mayor, and on behalf of the City of Cocoa City Council, do hereby proclaim March 16-20, 2026, as Government Finance Professionals Week in the City of Cocoa and extend our appreciation to all government finance professionals throughout the state and here in the City of Cocoa for their hard work.*

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 16th day of March, 2026.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: March 3, 2026
Agenda Date: March 24, 2026
File ID: 2026-131
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Proclamation: Proclaiming Saturday, April 11th, 2026 as an Arbor Day Event

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:



PROCLAMATION

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim April 11, 2026 as:

"The Arbor Day Event"

In the City of Cocoa and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of April, 2026.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2026
Agenda Date: March 24, 2026
File ID: 2026-216
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve Resolution 2026-021, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure.

BACKGROUND:

On February 16, 2026, the City of Cocoa identified technical issues affecting certain information technology systems. The City is actively working with appropriate partners and technical specialists to thoroughly assess and resolve the situation. Thus, staff is requesting that the State of Emergency Resolution be extended for another seven days.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Council previously approved Resolution 2026-020, extending a State of Emergency due to a technological incident affecting the City's critical technological infrastructure on Tuesday, March 19, 2026 for seven days.

RECOMMENDED MOTION:

Approve Resolution 2026-021, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure.

RESOLUTION NO. 2026-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, EXTENDING A STATE OF EMERGENCY DUE TO A TECHNOLOGICAL INCIDENT AFFECTING THE CITY OF COCOA'S CRITICAL TECHNOLOGICAL INFRASTRUCTURE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about February 16, 2026, the City of Cocoa experienced a technological incident affecting the City's critical information technology resources and infrastructure; and

WHEREAS, Section 252.34(4), Florida Statutes, defines the term "Emergency" to mean any occurrence, or threat thereof, whether natural, *technological*, or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property; and

WHEREAS, Chapter 252.38(3)(a), Florida Statutes, provides authority for a political subdivision such as the City of Cocoa to declare a state of local emergency related to a technological occurrence or threat and to exercise certain powers and authority to safeguard the lives and property of its citizens; and

WHEREAS, on February 17, 2026, the City Council of the City of Cocoa enacted Resolution 2026-013, effective at 1:00 p.m., declaring a state of emergency in accordance with Florida law; and

WHEREAS, on February 23, 2026, the City Council of the City of Cocoa enacted Resolution 2026-014, extending the declaration of a state of emergency commencing at 1:00 p.m. on February 24, 2026 and continuing for another seven (7) days; and

WHEREAS, on March 2, 2026, the City Council of the City of Cocoa enacted Resolution 2026-015, extending the declaration of a state of emergency commencing at 1:00 p.m. on March 3, 2026 and continuing for another seven (7) days; and

WHEREAS, on March 10, 2026, the City Council of the City of Cocoa enacted Resolution 2026-016, retroactively extending the declaration of a state of emergency commencing at 1:00 p.m. on March 10, 2026 and continuing for another seven (7) days; and

WHEREAS, on March 19, 2026, the City Council of the City of Cocoa enacted Resolution 2026-20, retroactively extending the declaration of a state of emergency commencing at 1:00 p.m. on March 17, 2026 and continuing for another seven (7) days; and

NOW, THEREFORE, BE IT RESOLVED the technological incident affecting the City of Cocoa continues to pose a serious threat to the lives and property of the residents of the City of Cocoa and that a state of local emergency is extended, effective in accordance with the terms and conditions stated in Section 5 of this Resolution, by the City Council related to all information technology resources and infrastructure affected in any way whatsoever by such incident, whether such resources and infrastructure are located within or outside the legal boundaries of the City of Cocoa.

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this resolution.

SECTION 2. **Extending Declaration of Emergency.** The City Council of the City of Cocoa hereby authorizes and extends the exercise of its authority and powers pursuant to Section 252.38(3)(a), Florida Statutes, which include the authority and powers to:

1. **CONTRACTS; EQUIPMENT, SUPPLIES.** Appropriate and expend funds; make contracts; obtain and distribute equipment, materials and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans set by the Federal and State Emergency Management agencies.
2. **ADDITIONAL PERSONNEL:** Appoint, employ, remove, or provide (with or without compensation) coordinators which the City Manager deems reasonably and legally necessary to respond to any impacts caused indirectly or directly by the incident.
3. **EMERGENCY OPERATING CENTERS:** Establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations, and to take such other action required or deemed reasonably and legally necessary by the City Manager pursuant to applicable laws.
4. **ASSIGNMENT – CITY PROPERTY/PERSONNEL:** Assign and make available for duty the offices and agencies which operate under the City Council of the City of Cocoa, which the City Manager deems reasonably and legally necessary to respond to any impacts caused indirectly or directly by the incident.
5. **REQUEST FOR ASSISTANCE:** Request Federal, State, and County assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency in the event of emergency affecting the City of Cocoa. The duration of each state of emergency declared locally is limited to seven (7) days, which may be extended, as necessary, in seven (7) day increments.

6. WAIVER OF PROCEDURES: To waive the procedures and formalities otherwise required of the City of Cocoa by law pertaining to:
- a) Performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the community
 - b) Entering into contracts
 - c) Incurring obligations
 - d) Employment of permanent and temporary workers
 - e) Utilization of volunteer workers
 - f) Rental of equipment
 - g) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities
 - h) Appropriation and expenditure of public funds

7. CITY MANAGER EMERGENCY SPENDING AUTHORITY: The City Manager is authorized to expend such funds legally and reasonably necessary to respond to the emergency incident including any required expenditure in excess of \$200,000 authorized for emergencies under section 2-4(c) of the City Code. However, the City Manager shall notify the city council of the emergency purchase by telephone, electronic message (e-mail), or in person as soon as practicable.

SECTION 3. All public officials and employees of the City of Cocoa are hereby directed to exercise the utmost diligence in the discharge of the duties required of them for the duration of the emergency and in the execution of emergency laws, regulations and directives, state and local.

SECTION 4. All citizens are called upon and directed to comply with the necessary emergency measures, to cooperate with public officials and civil emergency disaster service forces in executing the emergency operational plans, and to obey and comply with the lawful directions of properly identified public officers.

SECTION 5. **Duration.** The State of Emergency shall be extended upon the expiration of Resolution 2026-015. The extension shall commence retroactively at 1:00 p.m. on March 24, 2026. The declaration of emergency shall terminate when rescinded or terminated by Resolution of the City Council or within seven (7) days of the commencement of this extension of the declaration of emergency, whichever occurs earlier. The City Council may renew this Resolution and extend the duration of the declaration of emergency by majority vote in increments of at least seven (7) days, either retroactively or going forward.

SECTION 6. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of that conflict.

SECTION 7. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution 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 8. **Effective Date.** This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida. The effective date of the State of Emergency is stated in Section 5 of this Resolution.

ADOPTED by the City Council of the City of Cocoa, Florida, at a regular meeting on this 24th day of March, 2026.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2026
Agenda Date: March 24, 2026
File ID: 2026-161
Prepared By: Katherine Ennis, Deputy Utilities Director
Through: John Walsh, Utilities Director
Requested Action: To Approve Task Order 2026-18 with Carollo Engineering under Continuing Service Agreement Q-23-13-COC in the amount of \$398,750 for the FY26 Wastewater System Capital Plan Update.

BACKGROUND:

On May 23, 2023, City Council authorized a Continuing Service Agreement with Carollo Engineers, Inc. (effective July 31, 2023) for professional services related to the City's wastewater collection, treatment, and disposal systems. The agreement is currently in its initial three-year term.

The City's Wastewater System Capital Plan underwent its last comprehensive update in 2021. While staff conducts annual reviews to implement minor adjustments, industry best practices recommend a detailed, foundational update every five years to ensure infrastructure keeps pace with community needs. This comprehensive update was specifically planned and budgeted for Fiscal Year 2026.

Task Order 2026-18 authorizes Carollo Engineers to develop a long-range Capital Plan covering Fiscal Years 2026 through 2046. This 20-year outlook will integrate current infrastructure rehabilitation requirements with updated population and flow forecasts. The scope of services includes:

- **System Analysis:** Data collection, hydraulic model updates, and regulatory compliance review.
- **Facility Evaluation:** A specific technical assessment of the Sellers Water Reclamation Facility.
- **Planning & Strategy:** Population growth projections and the development of a tiered Capital Improvement Plan (CIP).
- **Final Reporting:** Delivery of a comprehensive Wastewater System Capital Plan to guide future investment.

Staff recommends that the City Council approve Task Order 2026-18 with Carollo

Engineers, Inc., for a total not-to-exceed amount of \$398,750.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number: 421-4055-536.31-00

Amount: \$398,750.00

PREVIOUS ACTION:

RECOMMENDED MOTION:

To Approve Task Order 2026-18 with Carollo Engineering under Continuing Service Agreement Q-23-13-COC in the amount of \$398,750 for the FY26 Wastewater System Capital Plan Update.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Engineering Svc for Wastewater collection, treatment & disposal

2026-18

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 2/27/26

City Bid Number: RFQ23-13-COC

AMOUNT: \$398,750⁰⁰

Vendor Name: Carollo Engineers, Inc.

Quote/Proposal Number: TO 2026-18

Dept. Number/Division Name: Util/Eng 4055

Project Name: FY26 Wastewater System Capital Plan

Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. :

Requested Amendment Amount:

Original Task Order Amount:

Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The City's last Wastewater Capital Plan was developed in 2021. Due to population growth and new State of Florida Regulation, the City has a need to develop an updated Wastewater System Capital Plan. This will include: update the hydraulic model, perform condition assessments of key infrastructure, update the Capital Improvement Plan, and provide an overall outlook of Systems & Plan for short-term and long-term horizons and planning.

Design is Construction Related: ☐ YES ☐ NO ☒ N/A

Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid:

☐ YES ☐ NO ☒ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor

Requestor

Department Director

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order :

☐

Approved

Refer to this Task # on all documentation: 2026-18

☐

Disapproved

Council Approval Required: ☒ YES ☐ NO

Reason

Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoaf1.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoaf1.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoaf1.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

TASK ORDER NO. 2026-18

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the City of Cocoa (CITY) and accepted by Carollo Engineers, Inc. (CONSULTANT) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 31st day of July 2023, in connection with: FY26 Wastewater System Capital Plan Update (PROJECT).

A. PROJECT DESCRIPTION

The CITY owns and operates a wastewater collection and treatment system consisting of gravity sewers, pump stations, and force mains. These components collect and transfer wastewater flows generated within the service area for treatment at the Jerry Sellers Water Reclamation Facility (WRF), which has a permitted capacity of 3.5 million gallons per day (MGD). The collection system covers approximately 15 square miles with approximately 100 miles of gravity sewers and 50 miles of force mains, 1,624 manholes, and 71 lift stations (of which 18 are privately owned), and serves a population of approximately 20,000.

The CITY's last Wastewater Capital Plan Update was developed in 2021. Due to population growth, State of Florida legislation aimed at reducing nutrients from wastewater sources in Florida's ground and surface water resources, and rehabilitation needs, the CITY has a need to develop an updated Wastewater System Capital Plan, update the hydraulic model, perform condition assessments of key infrastructure, update its Capital Improvement Plan (CIP), and provide an overall outlook of the system and plan for the short-term and long-term planning horizons.

B. SCOPE OF WORK

The scope of services for Carollo Engineers Inc. (CONSULTANT) will include the following tasks. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein, and are reflected in the attached project budget.

TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/ CONTROL

Task 1 includes all aspects of project and quality management. Specific items included in this task are detailed in the subtasks below.

1.1 Project Management and Communications

The CONSULTANT will perform this project as the prime and will be responsible for the project administration, coordination of sub consultants, communication between all parties, and invoicing to the CITY. The CONSULTANT's project manager will make staffing assignments, review work progress, and communicate with the CITY during the project. The CONSULTANT's project manager will manage the budget, project tasks, schedule, and invoicing, as well as coordinate and facilitate meetings.

1.2 Project Kickoff and Progress Meetings

The CONSULTANT will lead a project Kickoff Meeting to review the project tasks, schedule, lines of communication, and CITY's goals. The Kickoff Meeting will be a working meeting to discuss project needs, efficient and effective data collection approaches, and other items necessary to efficiently conduct the project.

The CONSULTANT will prepare for and participate in up to four (4) progress meetings throughout the project to inform CITY staff on the project's progress, issues, findings, and recommendations. The agenda, meeting materials, meeting notes, and action/decision logs for each meeting will be prepared by the CONSULTANT and distributed to all project stakeholders. It is assumed that these internal meetings may be held in person at the CITY or virtually via web-based video conference.

1.3 Monthly Progress Reports

The CONSULTANT will provide monthly progress reports that identify what work has been performed during the month and an itemized listing of work that will be anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request.

1.4 Quality Control and Quality Assurance

The CONSULTANT will also assign a Quality Manager to organize quality assurance and quality control (QA/QC) reviews on all deliverables to ensure they meet standards and requirements for submission to the CITY.

Task 1 Deliverables

- Meeting Agendas and Notes (PDF)
- Project Invoices, including project progress reports (PDF)

TASK 2 – DATA COLLECTION

Task 2 involves gathering of data necessary for execution of the project and will result in an overall planning framework for the Wastewater System Capital Plan Update.

The CONSULTANT will provide an initial data request, listing the information and data to be provided by the CITY. CONSULTANT will also obtain and review relevant data and reports available in the public domain prepared by government agencies, consultants, and academia. Such references may include basin management action plans, applicable regulatory requirements and policies, environmental monitoring data (e.g., rainfall), and other reports containing planning and nutrient information for the CITY and Brevard County local areas.

Data sources may include but are not limited to:

- Current and near-term allocated service commitments and utility service agreements for wastewater and reclaimed water, if available
- Historical WRF DMRs (Jan 2023 – Dec 2025)
- GIS data (service area, pipelines, pump stations, manholes, parcels, water meters, etc.)
- Pump station data including wetwell dimensions, number of pumps, pump curves, and operational data for any pump stations modified or added since the last model update
- Location and use of any control valves in the force main system that are considered critical or required for routing modifications
- As-built drawings for master lift stations, if needed
- As-built drawings for key force main and gravity system pipes, if needed
- Metered water and billing data (Jan 2021 – Dec 2025)

- Latest CITY Comprehensive Plan
- Planning area and/or traffic analysis zone (TAZ) population estimates
- Current Bureau of Economic and Business Research (BEBR) population estimates

Additional data may be requested as needed. The CONSULTANT will work with CITY staff to acquire the information. This may include phone calls, meetings, site visits, and/or email communications with CITY staff. The CONSULTANT will not take field measurements or perform surveying during the project. The data collection and all hydraulic modeling tasks will include all CITY owned lift stations (and any private lift stations, if adequate information is available).

TASK 3 – POPULATION AND FLOW PROJECTIONS

3.1 Population and Wastewater Flows Analysis

The CONSULTANT will use the gathered information to delineate existing population and wastewater flows and will use historical data to calculate the per capita flow for the Sellers WRF facility. Peaking factors (maximum month and maximum day) for the Sellers WRF will also be developed based on data from the past ten (10) years. A typical diurnal flow curve for the influent of the Sellers WRF will also be calculated based on available hourly SCADA flow data.

In order to project future wastewater flows, the CONSULTANT will evaluate the planned development within in the City and project future growth within the service area. Planned developments that have requested to connect to the City system as well as new residential developments will be incorporated in the existing and future scenarios. The CONSULTANT will also utilize the latest Census information to aid in estimating the existing population of the wastewater service area.

The population and flow projections will be used to develop the future flows and loads to the Sellers WRF as follows:

- Complete an analysis of the current estimated population and flow for the Sellers WRF.
- Calculate the per capita flow for the Sellers WRF.
- Develop peak hourly flow, maximum month, maximum day peaking factors for the influent Sellers WRF.
- Calculate historical wastewater flow factors (gallons per day (gpd) per Equivalent Residential Connection (ERC) by customer and/or land use type). Water billing data will be used to assist in compiling a spatial analysis of base sanitary sewer flows.
- Develop average and peak flows and diurnal flow profile. If diurnal flow data is not readily available, the CONSULTANT will utilize hourly flow readings over a two-week period.
- Project the potential reuse supply by utilizing the projected flows and loading. This data will be utilized relative to future growth to project the potential future need.

Under this task, the CONSULTANT will identify properties in the service area with existing septic tanks where sewer is available, but the owner has not connected, and confirm if the sewer system is considered “available” per definition under Florida Statute §381.0065, which requires the following conditions to be met:

- Capacity and acceptance – The wastewater treatment facility (i.e., Sellers WRF) has adequate permitted capacity to receive the wastewater and is not under a connection moratorium.
- Connection feasibility – The property is capable of being connected to the plumbing of an establishment or residence.

- Physical proximity – A sewer line is located within a certain proximity of the property based on the zoning and estimated sewage flow categories listed in §381.0065(2)(a)1-3, or sewer line repairs or modifications are located within a certain proximity to industrial or manufacturing areas according to §381.0065(2)(a)4.

3.2 Inflow and Infiltration Program Review

A full-scale inflow and infiltration (I&I) study is not included in this scope of services. However, I&I can affect wastewater flow volumes and thus impact capacity requirements for utility system infrastructure. For this reason, the CONSULTANT will review available historical rainfall data and wastewater flow data for CITY's WRFs and lift stations to perform a basic analysis to estimate typical levels of collection system I&I at a system-wide level, to be quantified as a percentage of typical wastewater flow. This I&I analysis will focus on wastewater flows available for the Sellers WRF and suitable lift station data collected under the ongoing SFO Support program. The suitability of available data and the approach to be used for the I&I analysis will be discussed with the CITY prior to implementation.

3.3 Population and Flow Projections TM

The CONSULTANT will prepare a Technical Memorandum (TM) to summarize the current wastewater flow and projected flows for the short-term 5-year planning period and long-term 20-year planning period. A draft TM will be submitted to the CITY for review. The CONSULTANT will schedule a meeting via MS Teams with the CITY to discuss the CITY's comments on the Draft TM. Upon receipt of CITY comments, the CONSULTANT will update the document and incorporate it into a chapter of the Draft Wastewater System Capital Plan Update Report.

Task 3 Deliverables

- Draft and Final Population and Flow Projections TM (PDF)

TASK 4 – REGULATORY REQUIREMENTS

Building on the regulatory review completed for the 2021 Wastewater Capital Plan Update, the CONSULTANT will review existing applicable regulatory requirements and policies for treated effluent, water reuse, and surface water impacts potentially affecting the level of treatment required and the master planning facility recommendations. The CONSULTANT will also review any pending and emerging regulatory requirements in order to assess regulatory trends reasonably anticipated over the 20-year planning horizon. Based on the review of the existing and pending regulations and trends, a range of anticipated regulatory scenarios will be identified for the purpose of developing the master planning alternatives. At a minimum, the following documents will be included for review and summary:

- Federal Water Pollution Control Act and Amendments (Clean Water Act)
- State of Florida Rules and Regulations
 - Chapters 62-600 "Domestic Wastewater Facilities",
 - Collection System Action Plans
 - Power Outage Contingency Plans
 - Chapter 62-610 "Reuse of Reclaimed Water and Land Application",
 - Chapter 62-304 "Total Maximum Daily Loads",

- Chapter 62-650 “Water Quality Based Effluent Limitations”
- Section 381.0065 Florida Statutes (F.S.) – Septic-to-Sewer and OSTDS Coordination
- North Indian River Lagoon Basin Management Action Plan (NIRL BMAP)
- Local, state, and federal regulations and policies related to biosolids management.

TASK 5 – HYDRAULIC MODEL UPDATE AND ANALYSIS

The CONSULTANT will update the CITY’s hydraulic model and analyze the collection system. Specific steps included in Task 5 are detailed in the subtasks described below.

5.1 Rebuild and Update Model Infrastructure Using GIS

The CONSULTANT will rebuild and update the CITY’s existing extended period simulation hydraulic and move it from the existing software platform Innovyze InfoSWMM to Innovyze Infoworks ICM software. Innovyze has discontinued support for InfoSWMM, and all customers are urged to move to Infoworks ICM. The CITY also currently uses Infoworks for potable water modeling. The rebuild of the model will allow the CONSULTANT to use the latest GIS update, the links with the newest GIS ID’s and naming conventions.

The CONSULTANT will use the CITY’s existing GIS as the basis for rebuilding and updating the model. The GIS database will be used to determine the location, length, and diameter of force mains and gravity connectors pipes, supplemented by record drawings as needed. Manholes located along the gravity connector pipes will also be added to the model from the GIS database and/or existing model. The CONSULTANT will utilize manhole invert elevations from the Redzone MACP analysis and estimate the inverts based on record drawings for all new developments. If no elevation data is available, the CONSULTANT will assume reasonable slopes to apply to gravity mains included in the model.

Gravity mains greater than 4-inches will be included in the model. The update will also include the addition of key force main valves with operating position provided by the CITY. The CONSULTANT will update the model with any new required pump curves and pump on/off elevations, which are provided by the CITY. A connectivity check and routing review will be performed on the model.

The updated model will include all of the CITY owned pump stations and the major identified private pump stations (if reliable data is available).

The CONSULTANT will use available pump station and other data to populate the updated model infrastructure data from the existing hydraulic model. This will include wetwell dimensions, pump configuration and pump curves, and operational controls including on/off control set-points. It is assumed that the CITY will provide pump curves and operational controls for each newly added pump station or pump station requiring updates. Where data is not available, or outdated, the CITY will conduct draw down tests for critical pump stations.

The CONSULTANT will allocate flows to each lift station in the model based on a return to sewer rate calculated from the historical water meter data. Typical representative diurnal flow curves developed in Task 3 will be applied to lift stations within the model. These will be modified during model verification where needed.

5.2 Develop Model Scenarios

After the model update is completed, the CONSULTANT will discuss the specific model simulations, key assumptions, appropriate level of model validation, and methodology to accurately represent a maximum day and/or peak hour flow event. These discussions will be held in the form of a half-day

workshop with CITY staff to discuss the desired modeling scenarios.

From the Base model, the CONSULTANT will construct a number of scenarios in the model to reflect various system operating conditions. These will include a validation scenario as well as a typical operational scenario for the CITY. This Scope of Services allows for the creation of the following scenarios:

- Base
- Dry Weather Verification
- Wet Weather Verification
- 2026 Average Day Conditions
- 2026 Wet Weather Storm Event (Max Day with Peak Hour)
- 2026 Average Day Conditions
- 2026 Wet Weather Storm Event (Max Day with Peak Hour)
- 2046 Average Day Conditions
- 2046 Wet Weather Storm Event (Max Day with Peak Hour)

All the scenarios will be extended period simulation (EPS) scenarios with an operating time step of five minutes or less. The future scenarios will address planned/anticipated growth, and specific CITY goals related to pump station force main, and gravity main hydraulics.

5.3 Model Verification

Model verification will be based on dry weather conditions to verify that sanitary flow and dry weather infiltration are correctly distributed in the collection system. The model will be validated for an EPS period of a minimum of 48 hours using a 2-day period selected from the driest period of the data collection period. Adjustments to the testing period data will be made using historical data if a multi-day period without rain does not occur during the field test. The model will be run to confirm it matches dry weather flows.

Pump run time data will be used to estimate the impact of wet weather (rainfall dependent) infiltration and inflow (I&I) on the modeled system. An I&I study is not included as part of this project.

The CONSULTANT will modify data parameters such as infrastructure parameters, operational controls of pump stations, simulated orifices, load allocations, and/or friction factors until there is a reasonable correlation between the model and the field test data. Significant deviation from expected results will be discussed with the CITY to determine appropriate modifications.

The CONSULTANT will present the results of the dry weather and wet weather verification and model output compared with SCADA data to inform the CITY on the accuracy and reasonableness of the sanitary and base infiltration flows in the model. Industry guidelines for reasonable correlation and significant deviation in model verification will be documented in the Hydraulic Modeling TM (to be completed as part of Task 5). The results of the modifications will be presented to the CITY at a hydraulic modeling workshop.

5.4 Analyses and CIP Update

The CONSULTANT will determine if the system requires additional improvements beyond those currently planned in the CITY'S CIP based on the existing condition (FY26), 5-year (FY31), and 20-year planning period analysis (FY46). Proposed improvements will be reviewed with the CITY and included in the updated CIP with associated cost estimates. The CONSULTANT utilize the 2021 Capital plan criteria as a base for the update and modify the criteria as needed with CITY input. The CONSULTANT will then use the updated, verified hydraulic model to assess the collection system for FY26, FY31, and FY46.

5.5 Draft Hydraulic Model TM

The CONSULTANT will create a TM summarizing the hydraulic model updates, verification, analysis and recommended improvements. This draft TM will be submitted to the CITY for review. The CONSULTANT will discuss the CITY's comments on the Draft Hydraulic Model TM at a regularly scheduled progress meeting. Upon receipt of CITY comments, the CONSULTANT will update the document and incorporate it into a chapter of the FY26 Wastewater System Capital Plan Report.

Task 5 Deliverables

- Hydraulic Model Workshop Agenda and Meeting Minutes
- InfoSWMM Hydraulic Model
- Draft Hydraulic Model TM

TASK 6 – SELLERS WRF EVALUATION

Building on the review and analyses completed for the 2021 Wastewater Capital Plan Update, the CONSULTANT will develop a long-term outlook for the Jerry Sellers WRF facilities. The planning horizon for this Master Plan is assumed to be the next twenty years. This task will identify, assess, and evaluate the facility needs anticipated within this planning period.

The following subtasks will be performed as part of this task.

6.1 Updated Review of Sellers WRF

Under this task, the CONSULTANT will update the design criteria, unit sizes, and capacities (for both treatment processes and hydraulics) of the Sellers WRF facilities previously summarized in the 2021 Wastewater Capital Plan Update.

6.3 Treatment Facility Performance, Capacity and Optimization Assessment

The CONSULTANT will evaluate the performance of the existing facility based on historical effluent quality, including conventional (BOD, TSS, TN, and TP) and nonconventional pollutants, including heavy metals, trace organics, microbiological parameters such as protozoan cysts, and other constituents that are typically sampled and reported every quarter.

The CONSULTANT will update the peak capacity (all units in service) and firm capacity (standby units out of service) for all major existing and newly upgraded treatment units and hydraulic conveyance components. The analyses shall assess performance under different process loading conditions, with and without standby facilities.

6.4 Facility Inspection and Condition Assessment

The CONSULTANT will conduct a physical condition assessment to visually assess and document the overall condition of the assets at the Sellers WRF. The CONSULTANT will work with the Sellers WRF staff to gather the required information and data for major components.

The CONSULTANT will also conduct interviews with staff to obtain information on historical maintenance efforts at each facility, criticality of various pieces of equipment, information on the condition of the equipment that may not be visible during the time of inspection, and other institutional knowledge. The plant staff should be available to accompany the CONSULTANT during the site visits. The site assessments will be conducted by teams of discipline engineers and a team leader.

6.5 Determine Future Treatment Facility Needs

With the renewal of the Jerry Sellers WRF operational permit in 2023, the permit was modified to require the effluent quality standards for the surface water discharge to meet Advanced Wastewater Treatment (AWT) beginning July 1, 2025, as required by the Florida Legislature. Starting July 1, 2025, the Jerry Sellers WRF treatment capacity has been reduced from 4.5 to 3.5 mgd annual average daily flow due to the limitation in treatment capacity of certain unit processes. Based on the projected flows and needs analysis, the CONSULTANT will identify improvements and process expansions required to meet AWT at higher flows and revise the operating permit to increase its permitted treatment capacity, if required.

6.6 Computerized Maintenance Management Software (CMMS) Evaluation

The CONSULTANT shall perform the following tasks as part of the CMMS evaluation:

- Review existing work order management practices, workflows, and tools currently used by the Sewer Field Operations (SFO) Group and the Jerry Sellers WRF Operations Group.
- Conduct structured interviews and/or workshops with management, supervisory staff, and field/plant personnel to understand:
 - Current processes and pain points
 - Data collection and reporting needs
 - Mobile, field, and plant operational requirements
 - Integration needs with existing systems (e.g., GIS, asset management, SCADA, billing, or other enterprise systems)
 - Regulatory, compliance, and recordkeeping requirements
- Document current system limitations, operational gaps, and opportunities for improvement.

The CONSULTANT will compile a comprehensive list of functional, technical, and operational requirements for a work order management system applicable to both SFO and the Jerry Sellers WRF. The functional list will prioritize requirements that are Critical (must-have), Important (high-priority) and Optional (nice-to-have).

The CONSULTANT will identify up to three (3) CMMS software platforms that are suitable for the CITY needs and provide justification for the recommendation of a single software solution for implementation.

Task 6 Deliverables

- Sellers AWT Evaluation Technical Memorandum Draft/Final
- CMMS Workflow and Data Gaps Technical Memorandum

TASK 7 – CAPITAL IMPROVEMENT PLAN DEVELOPMENT

Based on the modeling results, facility assessment and other data collected, the CONSULTANT team will develop project alternatives for future Capital Improvement Plan (CIP) projects for a 5-year (FY31), and 20-year planning period (FY46). This will include both collection system and WRF related components. New project will be identified based on four drivers, consistent with the 2021 analysis: Condition, Capacity, Reliability, and Improvements to Achieve AWT at 4.5 mgd, along with input from City staff.

7.1 Risk Assessment

Using the condition information gathered from the previous tasks, CONSULTANT will conduct a risk

evaluation of the Sellers WRF assets (based on the new condition assessment) and the identified lift stations (based on the 2021 condition assessment). The risk associated with each asset will be determined based on its probability of failure (vulnerability) and consequence of failure (criticality). The CONSULTANT will evaluate each asset's risk level to develop a prioritized list of assets requiring replacement, repair or renewal.

7.2 Rehabilitation and Replacement Plan

After determining the criticality and vulnerability of each asset, risk score will be calculated and incorporated into a risk-based prioritization. Based on a risk matrix and input from the CITY's staff, CONSULTANT will conduct R&R needs prioritization of the individual assets. The CONSULTANT will develop an estimate of each asset's remaining useful life based on asset type and condition. The estimated remaining useful lives will be used when developing the projected asset replacement timing. Redundancy and other types of risk mitigation will be considered in the evaluation of risk based on how it can reduce the consequence of failure or prevent the failure from occurring. The presence of mitigation factor or redundancies will be observed during on-site condition assessment.

7.3 Construction Cost Estimates

The CONSULTANT will estimate replacement costs for each asset based on previous experience, CONSULTANT's cost database, vendor proposals (as needed), industry standard practices, and data from recent projects. Each replacement cost will include direct and indirect cost factors that will likely be incurred in the actual replacement project, in 2026 dollars. The CONSULTANT will develop a Class V Opinion of Probable Construction Cost as defined by the Association of the Advancement of Cost Engineering (AACE). A multiplier will be applied to account for ancillary support items that are necessary but below the level of detail required for capital projects.

7.4 Capital Improvement Plan

The CONSULTANT will update the City's CIP and develop yearly implementation schedule of CIP projects through 2046.

The CONSULTANT will facilitate a half-day workshop with CITY staff to identify and discuss the recommended CIP projects for both the collection system and the WRFs. This may include a wide range of conceptual technical alternatives for collection system and WRF improvement. Based on CITY's feedback, the CONSULTANT will incorporate the agreed upon projects into the CITY's Draft Wastewater System Capital Plan Report.

TASK 8 – WASTEWATER SYSTEM CAPITAL PLAN REPORT

Upon completion of the evaluation, modeling and CIP development, the CONSULTANT will prepare a Draft Wastewater System Capital Plan Report. Specific tasks included in this task are detailed in the subtasks described below.

8.1 Draft Report

The CONSULTANT will develop a combined report summarizing the results of the project as a comprehensive Wastewater System Capital Plan. The report is anticipated to include the following sections:

- Executive Summary.
- Introduction including background information, general purpose and scope, and description of factors affecting the CITY's wastewater planning efforts such as permitting regulations and population growth.
- Population projections and wastewater flow projections.

- Regulatory compliance.
- Summary of existing facilities including treatment plants, force mains and major gravity connectors, infrastructure, lift stations, and master lift stations.
- Evaluation of the Sellers WRF and wastewater collection system including capacity evaluation, condition assessment, and regulatory requirements.
- Model description and documentation including model elements, loading allocations, and validation efforts.
- Model scenarios including 2026, 2031, and 2046.
- CIP through the 20-year timeframe including cost estimates and timing.

After submittal of the Draft Wastewater System Capital Plan Report, the CONSULTANT will discuss CITY's comments during a half-day workshop. Based on the feedback from the meeting, the CONSULTANT will prepare meeting minutes to summarize comments. Additional comments may be provided by the CITY following the meeting. Upon receipt of CITY's comments and discussion/resolution of all necessary aspects for the report, the CONSULTANT will proceed to complete the Final Wastewater Capital Plan Report.

8.2 Final Report

Upon receipt of CITY comments and agreement of meeting summary/minutes on the Draft Report, the CONSULTANT will update the document and submit the Final Wastewater System Capital Plan Report.

Task 8 Deliverables

- Draft Report (PDF)
- Meeting minutes (PDF)
- Final Report (up to five hard copies and PDF version)

C. CITY'S RESPONSIBILITIES AND ASSUMPTIONS

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the CITY desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the CITY and the CONSULTANT.

The following assumptions and CITY responsibilities apply to this project:

1. The CITY will provide all required information within the period established in the schedule contained in this Scope of Services.
2. The schedule is based on timely receipt of data from the CITY.
3. The CITY shall attend all meetings to maintain the progress of the project according to the schedule.
4. The site visits will include inspection of the facilities and discussions with appropriate operations personnel.
5. The CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

6. The CONSULTANT shall perform the services required under this Task Order in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Florida.
7. The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Task Order shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Task Order or the performance of the CONSULTANT 's services hereunder.

D. ITEMS NOT INCLUDED

The following items are not included in this Scope of Services:

- Revisions to or reproduction of record drawings.
- Field surveying of facilities.
- Design of any recommended remedial WRF improvements.

E. SCHEDULE

An estimate of twelve (12) months to final report submittal was used for the development of the schedule. The CONSULTANT's services will commence upon the CITY's issuance of a written notice-to-proceed. The proposed schedule is an estimate contingent to the CITY's availability during coordination of the workshops and site visits.

F. COMPENSATION

Compensation for CONSULTANT's services described in this Task Order will be billed on a Lump Sum compensation basis for a fixed fee of **\$398,750**. This fee estimate was developed from the quantities for labor detailed in Exhibit 1 of Attachment 1.

G. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

H. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

I. EFFECTIVE DATE

This Task Order is effective as of the 23rd day of February 2026.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the ENGINEER have executed this Task Order No. 18 evidencing its issuance by CITY and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

CITY

By: 
Elisabetta Natale, P.E.,
Associate Vice President

By:
Stockton Whitten,
City Manager

By: 
Scott Richards, P.E.,
Vice President

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee									
FY2026 Wastewater System Capital Plan Update									
Engineering Services									
TASK	TASK DESCRIPTION	Professional ES III	Professional ES IV	Lead Project Professional ES VII	Senior Professional ES VIII	Senior Professional ES IX	Total Hours	Total Labor Cost (Not-to-Exceed)	
1	PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL	\$ 160.00	\$ 180.00	\$ 250.00	\$ 275.00	\$ 295.00			
1.1	Project Management and Communications				24		24	\$6,600	
1.2	Project Kickoff and Progress Meetings			12	30	12	54	\$14,790	
1.3	Monthly Progress Reports						12	\$3,300	
1.4	Quality Control and Quality Assurance					24	24	\$7,080	
	Subtotal Task 1	0	0	12	66	36	114	\$31,770	
2	DATA COLLECTION								
2.1	Data Gathering and Review	40	24	16	24		104	\$21,320	
	Subtotal Task 2	40	24	16	24	0	104	\$21,320	
3	POPULATION AND FLOW PROJECTIONS								
3.1	Population and Wastewater Flows Analysis	40	80	40	24	8	192	\$39,760	
3.2	Infiltration and Inflow Program Review		24	16	4	4	48	\$10,600	
3.3	Population and Flows Projections TM		32	24	8	4	68	\$15,140	
	Subtotal Task 3	40	136	80	36	16	308	\$65,500	
4	REGULATORY REQUIREMENTS								
4.1	Review of Wastewater, Biosolids and Reclaimed Water Regulations		32	8	16	4	60	\$13,340	
	Subtotal Task 4	0	32	8	16	4	60	\$13,340	
5	HYDRAULIC MODEL UPDATE AND ANALYSIS								
5.1	Model Conversion and Update		118	8		8	134	\$25,600	
5.2	Develop Model Scenarios		32	12		4	48	\$9,940	
5.3	Model Verification		48	8			56	\$10,640	
5.4	Analyses and CIP Update		42	8		8	58	\$11,920	
5.5	Draft Hydraulic Model TM	24	30	20		8	82	\$16,600	
	Subtotal Task 5	24	270	56	0	28	378	\$74,700	
6	SELLERS WRF EVALUATION								
6.1	Updated Review of Sellers WRF		16		8	8	32	\$7,440	
6.2	Treatment Facility Performance, Capacity and Optimization Assessment		40		24	24	88	\$20,880	
6.3	Facility Inspection and Condition Assessment	20	20		32	16	88	\$20,320	
6.4	Determine Future Treatment Facility Needs	40	40		16	24	120	\$25,080	
6.5	CMMS Evaluation		32	8	24	4	68	\$15,540	
	Subtotal Task 6	60	148	8	104	76	396	\$89,260	
7	CAPITAL IMPROVEMENT PLAN DEVELOPMENT								
7.1	Risk Assessment		40	20	40	8	108	\$25,560	
7.2	Rehabilitation and Replacement Plan		24	24	16	8	72	\$17,080	
7.3	Construction Cost Estimates		40		16	4	60	\$12,780	
7.4	Capital Improvement Plan		40		24	4	68	\$14,980	
	Subtotal Task 7	0	144	44	96	24	308	\$70,400	
8	WASTEWATER SYSTEM CAPITAL PLAN REPORT								
8.1	Draft Report	40	36		16	12	104	\$20,820	
8.2	Final Report	24	18		8	8	58	\$11,640	
	Subtotal Task 8	64	54	0	24	20	162	\$32,460	
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	228	808	224	366	204	1830	\$398,750	
	TOTAL NOT-TO-EXCEED FEE						1830	\$398,750	

CITY COUNCIL AGENDA ITEM

Memo Date: March 10, 2026
Agenda Date: March 24, 2026
File ID: 2026-162
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Communications & Economic Development Director
Requested Action: Approval of the Dirty Oar Brewery Road Closure Request for Monday, April 20, 2026.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Event:

Dirty Oar Brewery is requesting a road closure for Monday, April 20, 2026 (3:00pm-9:00pm)

Route includes:

The closure request is for Oleander Street between Hughlett to the west side of the Elk's Club.

Total Closure- One Day

This closure is outside the Central Business District limits and would not count towards the CBD road closure total.

The current total number of Central Business District (CBD) street closures is 23.

*The total number of Street closures outside of the Central Business District (CBD) if approved is 5.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

The City Receives \$50.00 for each group that requests a street closure.

PREVIOUS ACTION:

This is a new street closure request.

RECOMMENDED MOTION:

Approval of the Dirty Oar Brewery Road Closure Request for Monday, April 20, 2026.

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2026
Agenda Date: March 24, 2026
File ID: 2026-33
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests City Council APPROVE the First Addendum to the Amended and Restated Development Agreement for Affordable Housing for the Michael C. Blake Subdivision in Cocoa, Florida.

BACKGROUND:

On July 8th, 2025, the City of Cocoa and Lennar Homes (Developer) entered into an Amended and Restated Development Agreement (DA) for Affordable Housing in the Michael C. Blake Subdivision in the Diamond Square Community Redevelopment Area which provided that they develop as thirty (30) homesites previously owned by the City, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (see attachment A).

The July 8, 2025 agreement defined a specific Schedule of Performance Obligations and stipulated that no building permits would be issued until the final plat is approved, and that the final plat would not be approved until the horizontal infrastructure was substantially complete, as such:

“Developer shall not be permitted to apply for final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements and master stormwater improvements, to the extent applicable, are substantially completed.” and “Following final plat approval, the Developer shall obtain building permits.” (Amended and Restated DA, Sec. 9.0, July 8, 2025).

However, Lennar Homes is now seeking permission to modify the Schedule of Major Performance Obligations to expedite the construction of the Michael C. Blake Subdivision homes, prior to completing the horizontal infrastructure and prior obtaining final plat approval. This would be accomplished through a First Addendum to the Amended and Restated DA, (see Attachment B), which provides for the following:

1. Permits Lennar to obtain permits and begin early construction of one (1) two-story model home of a size between 1,295 and 1,700 square feet on one of the Michael C. Blake Lots (aka the Blake Model), prior to final plat approval.
2. Permits Lennar to obtain building permits and begin construction of a

maximum of twenty-two (22), of the homesites in the Michael C. Blake subdivision, which shall be in addition to the one (1) Blake Model permitted above, prior to final plat approval. Upon obtaining final plat approval, the Developer may apply for and obtain the remainder of the building permits.

3. Permits Lennar to issue a letter of credit to the City of Cocoa to ensure the construction of the horizontal infrastructure, which was previously required to be substantially completed prior to final plat approval and prior to obtaining building permits.
4. Revises the Schedule of Major Performance Obligations accordingly and extends the deadline for the completion of the enhanced Landscaping Plan for the Harry T Moore Center to be prior to the final certificate of occupancy of all of the Michael C. Blake Lots.

Staff feels that this addendum serves a public purpose, and serves the public health, safety and welfare of the citizens of and visitors to Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing in the Diamond Square Community Redevelopment Area.

Therefore, Staff requests City Council APPROVE the First Addendum to the Development Agreement for the Michael C. Blake Subdivision.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On April 22, 2025, City Council approved the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision, in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth.

On May 13, 2025, City Council approved a correction to the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision, correcting the lot width from 37' to 36.25' for four of the lots and updating the Schedule of Performance Obligations.

On July 8, 2025, City Council approved an Amended and Restated Development Agreement (DA) for affordable housing and Purchase and Sale Agreement (PSA). The

amendments included dividing the description of the property into two sections: the “Michael C. Blake Lots”, which are the fifteen (15) parcels of real property within the Michael C. Blake platted subdivision; and the remaining (2) lots referred to as the “College Park Lots”, located in the Amended Map of College Park subdivision, that is, the two vacant lots on Temple Street and Barbara Jenkins St, just west of Mango Ave. The July 8th Amended DA and PSA also renegotiated the purchase price of the two College Park Lots from \$15,000 to \$25,000.

December 09, 2025, City Council approved the Site Plan and Preliminary Plat for the Michael C. Blake Subdivision.

RECOMMENDED MOTION:

Staff requests City Council APPROVE the First Addendum to the Amended and Restated Development Agreement for the Michael C. Blake Subdivision in Cocoa, Florida.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING –

MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made and executed this 8 day of July, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation (“City”), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LENNAR HOMES, LLC**, a Florida limited liability company (“Developer”), whose principal address is 5505 Waterford District Drive, Miami, FL 33126.

WITNESSETH:

WHEREAS, the City is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69 (the “Michael C. Blake Lots”), as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72 (the “College Park Lots”), totaling together approximately 2.83 acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit “A”**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (collectively the “Property”); and

WHEREAS, the City acquired a portion of the Property from the Cocoa Housing Authority for purposes of developing affordable housing and previously subdivided such portion of the Property into the Michael C. Blake subdivision; and

WHEREAS, the Property is located in the Diamond Square Community Redevelopment Area; and

WHEREAS, the City solicited proposals in September 2024 via RFP P-25-02-COC for the redevelopment of the Property into affordable, single-family housing to further the Diamond Square Community Redevelopment Plan objectives; and

WHEREAS, in October 2024, the Developer submitted a proposal to the City titled "Lennar Homes, LLC Proposal in Response to Request for Proposal P-25-02-CC For the Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C. Blake Subdivision in Cocoa, Florida 32922 Situated in the Diamond Square Community Redevelopment Area," which proposed that the Property be developed as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (each referred to herein as a "homesite"), which would be sold for a maximum sales price not exceeding the affordable threshold established by HUD at the time of sale; and

WHEREAS, the Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75' minimum widths; and

WHEREAS, the Diamond Square Community Redevelopment Area already consists of many smaller lots that are nonconforming as they are 50' or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in the Diamond Square Community Redevelopment Area, to promote the development of essential housing on currently available small lots as one means of addressing housing needs; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances ("City Code"), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver; and

WHEREAS, the City Council finds and declares that this Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land in the Diamond Square Community Redevelopment Area; and

WHEREAS, the Parties agree to fully cooperate with each other to facilitate the City's goal of promoting the development of essential high quality safe, affordable and attainable housing on the Property in accordance with the terms and conditions stated herein; and

WHEREAS, City and Developer previously entered into a Development Agreement, dated May 13, 2025; and

WHEREAS, the Parties have determined that it is in their best interest to approach the development of the College Park Lots in a slightly different manner than provided in the original Development Agreement because the College Park Lots are not intended to be further subdivided, allowing an expedited schedule of development to take place on the College Park Lots; and

WHEREAS, the Parties herein intend to modify the conditions of the Development Agreement and acknowledge and agree that the previously executed Development Agreement is rescinded in its entirety and replaced as restated and amended herein; and

WHEREAS, as the owner of the Property, the City desires that the Property be developed and proceed in accordance with the schedule and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Purchase and Sale Agreement.

- (A) As of even date herewith, the Parties have entered into that certain Amended and Restated Agreement for the Purchase and Sale of Real Property (Michael C. Blake Subdivision Project) (the "**PSA**"), which shall, among other things, govern the conveyance of the Property from the City to the Development (the "**Closing**"). Pursuant to the PSA, Developer shall have a period of sixty (60) days for the purpose of investigation, discovery, and testing of the Property (the "**Investigation Period**"). Developer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Developer must deliver written notice to City, reflecting Developer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to City prior to the expiration of the Investigation Period. Developer shall also have the option of delivering a "Limited Notice to Proceed" at any time prior to the expiration of the Investigation Period for the College Park Lots, which would allow for the purchase and sale of the College Park Lots to proceed earlier and on a separate schedule than the Michael C. Blake Lots. If Developer does not timely

timely deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal, and thereafter neither party shall have any further rights or obligations hereunder.

- (B) If the PSA is terminated for any reason, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal, and neither party shall have any further rights or obligations hereunder.

4.0 Project Description and Requirements. Developer shall, at its expense, replat, design, permit and construct no more than 30 single-family homes on the Michael C. Blake Lots and shall design, permit, and construct two (2) additional single-family homes on the College Park Lots. The College Park Lots shall not be further subdivided. The project on the Michael C. Blake Lots shall specifically consist of no more than thirty (30) single-family homes on individually platted lots, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from approximately 1,295 square feet to approximately 1,700 square feet. A single-story model of approximately 1,840 square feet shall also be available on the College Park Lots. The project shall include a minimum of four (4) available floorplans and twelve (12) elevations, to achieve architectural diversity and a broader range of choices for residents, and each home will have a minimum 2 bathrooms and three to four bedrooms. Prior to the sale of the homes, the Developer, or a third-party selected by the City and acceptable to the Developer in its reasonable discretion (a "**Third-Party Qualifier**"), shall identify and income-qualify potential homebuyers to ensure purchasers are classified as either very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer shall be responsible for all costs of utilizing a Third-Party Qualifier.

(Hereinafter the project description and requirements are referred to as the "**Project**").

The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit "B"** ("Conceptual Development Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

5.0 Conceptual Development Plan. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto as **Exhibit "B"**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. For the Michael C. Blake Lots, Developer shall have the obligation to further submit and obtain the City's approval for a preliminary plat, final plat, and final site plan/final engineering plans (collectively referred to as the "**Final Site Plan**"). These submissions must be consistent with one another, align in all material respects with the Conceptual Development Plan, and comply with the City Code or standards included in Section 8.0 below. The College Park Lots shall not be further subdivided and, therefore, shall not require the

submission of a preliminary plat, final plat, or final site plan/final engineering plan. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit "B"** was prepared prior to application for and submittal of engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes, which must be observed and compliance achieved. Developer acknowledges and agrees that Developer shall proceed with preparation of development permit applications at its own risk given that a full engineering analysis of the Property's suitability for the Project has not been performed. Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code, except those waivers otherwise granted herein, during the Final Site Plan process the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 23.0 and 28.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with City Codes and this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date. The execution of this Agreement and approval of the Conceptual Development Plan herein shall not be construed under any circumstances as binding the City to either permit or convey the Property to the Developer, but merely constitutes initial approval of the Project design, subject to future conditions imposed by the City and assurances of the Developer.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such modification may not include a different use of the Property nor a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit "C,"** which is attached hereto and incorporated herein by this reference ("**Building Plans**"). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 8.0 below, the Developer agrees to incorporate the following development enhancements into the Project:

- (A) **Income-Qualified Buyers.** The Developer agrees to income qualify, which may be conducted by a Third-Party Qualifier, all potential homebuyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer agrees that the City may request a copy of the client file from the Third-Party Qualifier if used. Further, the Developer agrees to provide information to all potential homebuyers regarding any then-available programs through Lennar Mortgage to buy down the mortgage for a homesite.
- (B) **Affordable Purchase Price.** The Developer agrees that homes in the Project shall be affordable homes. Accordingly, no home shall be sold for a price exceeding the maximum sale price for affordable single-family homes established by the United States Department of Housing and Urban Development (HUD) at the time of sale, as published by the HUD Office of Policy Development and Research, in the HOME and Housing Trust Fund Homeownership Sales Price Limits, Palm-Bay-Melbourne-Titusville, FL MSA. In addition, the Developer shall convey all lots within the Project subject to a restrictive covenant, in a form acceptable to the City Attorney, providing that the sales price set forth herein shall remain the maximum sales price for said lots for a period of one (1) year from the date of Closing to ensure that home shall be utilized for an affordable residence for a minimum of one year.
- (C) **Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center.** Several lots in the Project adjoin the Harry T. Moore Center, and the adjoining properties require an adequate buffer to ensure compatibility. In addition, small lot sizes for the Project will likely result in little room for family amenities and play equipment. Therefore, the City agrees to prepare an enhanced landscape and decorative fence plan for the buffer and assist the Developer in selection of playground equipment for the Harry T. Moore Center; which, in the judgment of Developer, such plan shall not require the expenditure of more than one hundred and seventy-five thousand dollars (\$175,000.00) to complete. The Developer agrees that, prior to the issuance of the tenth (17th) certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center. The construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in a form subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the landscaping services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The landscaper and/or the Developer shall be required to post a one (1) year landscape maintenance

bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City. The form of said bond shall be subject to approval of the City Attorney.

- (D) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems. The Project shall also install Florida-Friendly Landscaping for the Cocoa area as listed in the Plant Guide published by the University of Florida IFAS Extension.

8.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following waivers from the City Code:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet, and 3,443.75 square feet for four (4) of the homesites.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet, and 36.25 feet for four (4) of the homesites.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.
- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage shall be increased from 30 percent to 50%. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

9.0 Development Schedule and Future Permitting. Within three (3) months following the expiration of the Investigation Period the Developer shall, at its expense, prepare and file development permit applications for a Final Site Plan (excluding final plat) for the Michael C. Blake Lots and shall submit building permit applications for the two College Park Lots, consistent with the Conceptual Development Plan. As the Property owner, the City herein grants authorization to the Developer to apply for such permits consistent with the terms and conditions of this Agreement. City shall expedite the review of all such permit applications to the extent reasonably possible. The Developer shall diligently pursue and obtain, in good faith, final approval of the Final Site Plan (excluding final plat) for the Michael C. Blake Lots within six (6) months following the expiration of the Investigation Period. If the Developer fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months following the expiration of the Investigation Period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement in whole or in part without penalty and shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal.

The Developer further shall be required to, within three months of preliminary plat approval, substantially complete all horizontal common infrastructure necessary to serve the

Michael C. Blake subdivision and apply for final plat approval in accordance with Section 18-30 of the City Code. Developer shall not be permitted to apply for final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements and master stormwater improvements, to the extent applicable, are substantially completed. However, because the Project will be served by already-constructed public streets, the City Manager may, within his or her sole discretion, waive the requirement to obtain a preliminary plat to the extent that no master improvements are necessary to be constructed to serve the Project. In such a case, the Developer may immediately apply for a final plat concurrently with application for final site plan/final engineering plan approval.

Following final plat approval, the Developer shall obtain building permits and substantially commence vertical construction of at least four (4) of the homesites in the Michael C. Blake subdivision within three (3) months of final plat approval. Thereafter, the Developer shall apply for and obtain building permits and commence vertical construction of at least (4) additional homes in the Michael C. Blake subdivision every month such that all building permits have been obtained and the vertical construction of the thirty homesites has commenced within ten (10) months of final plat approval. In addition, the Developer shall obtain building permits and substantially commence vertical construction of the two single-story homes on the College Park Lots within six (6) months after the expiration of the Investigation Period. Commencement of vertical construction for purposes of this Agreement shall require, at minimum, foundations have been poured and rough framing commenced. If the Developer fails to substantially commence vertical construction each month as provided in this Section, the City shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Section 29.0 in the event the Developer fails to substantially commence vertical construction as provided in this Section, and the City may exercise its default option(s) pursuant to Section 10.0(B) of this Agreement.

The Developer agrees that all certificates of occupancy for the thirty-two (32) homesites must be issued within fifteen (15) months of the Final Site Plan approval.

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

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, an excavation/grading permit, building permits, and any environmental permit approvals which are required in order to allow the Developer to satisfy the construction/development schedule and other terms and conditions of this Agreement. Issuance of a development permit or development order by the City does not create any right on the part of the Developer to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Developer fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a

violation of state or federal law. All other applicable state or federal permits shall be obtained by the Developer, at the Developer's expense, before commencement of the development.

10.0 Purchase Price of Property; City Options in the event of Developer Default.

(A) Purchase Price. The Developer has offered to purchase the Property for a Purchase Price, as defined in the PSA, of five hundred thousand dollars (\$500,000.00), which is the equivalent of \$15,000.00 per homesite in the Michael C. Blake subdivision and \$25,000.00 per College Park Lot. The City Council hereby accepts the offer of the Developer and determines herein, pursuant to Section 163.380, Florida Statutes, that the Purchase Price of the Property represents the value determined to be in the public interest for the proposed uses and Project in accordance with the Diamond Square Community Redevelopment Plan. In determining the value of the Property as being in the public interest for uses in accordance with the community redevelopment plan, the City has taken into account and given consideration to the long-term benefits to be achieved by the City resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the Developer; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas.

(B) City Options in the event of Developer Default. The Developer agrees that the City has an overriding and legitimate public interest in ensuring that the Property be redeveloped in accordance with the terms and conditions of this Agreement. Therefore, to provide the City assurances that it will fulfill its commitment to develop the Property once the City conveys any portion thereof to the Developer, in addition to any other remedies available at law or in equity to the City upon a Developer default, including specific performance of the covenants required herein, the Developer agrees that should the Developer fail to perform each and every one of its obligations hereunder following the conveyance of the Property to the Developer, the City shall have the option to repurchase any homesite upon which Developer has not commenced construction, as evidenced by the commencement of trenching activities for the foundation of the home, for \$15,000.00 per such Michael C. Blake homesite or \$25,000.00 per College Park Lot.

(C) Restoration Guaranty. In the event Developer abandons construction of any homesite of the Project after commencement of such construction, the Developer shall be obligated to raze all partially completed improvements on such abandoned homesites and shall sod the applicable portion of the Property. The foregoing obligation of the Developer shall be guaranteed by a letter of credit in the amount of \$100,000.00, which shall be delivered to the City prior to the issuance of the first building permit. As used herein, the term "abandons" shall mean either (a) the Developer ceases all construction activities on the homesite for a period of six (6) months, subject to the Force Majeure provisions in this Agreement; or (b) the Developer notifies the City of its intent to abandon construction in part or in whole.

11.0 Conveyance of Property; Closing Terms. No sooner than the date that the Developer obtains preliminary plat and final site plan approval for the Project from the City, the Developer shall request that the City convey the Property, which shall be conveyed in a single transaction and in accordance with the terms of the PSA; provided if Developer delivers the College Park Lots Closing Notice the conveyance of the College Park Lots shall occur separately

in accordance with the PSA and shall not be dependent on Developer's receipt of preliminary plat and final site plan approval. Conveyance shall be required before the Developer commences any construction on the Project, provided Developer may commence construction on the College Park Lots upon the separate conveyance of the College Park Lots to Developer in accordance with the PSA, and shall occur under the following conditions:

(A) Notice. The Developer shall provide the City a written notice requesting conveyance of the Property (the "**Conveyance Notice**") or may also, and prior to the issuance of the Conveyance Notice, issue College Park Lots Closing Notice and the conveyance of the College Park Lots shall occur separately from the Michael C. Blake Lots in accordance with the PSA, and thereafter the Conveyance Notice shall only apply to the Michael C. Blake Lots.

(B) Financing and Construction Commitments. As a condition precedent to the City's obligation to convey the Property, or any portion thereof, as required by this Section 11.0, the Developer shall provide and deliver to the City the following prior to Closing (collectively, the "**Conditions Precedent**"):

(1) Financing. Written letter from an authorized representative of the Developer, addressed to the City's Mayor, affirmatively confirming that the Developer has made a final decision to purchase the Property and commence construction in accordance with the terms and conditions of this Agreement.

(2) Performance Bonds. Written proof of a performance bond or other surety by the Project's general contractor for the completion of the construction of the Project or portion thereof, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction.

Should the Developer issue the College Park Lots Closing Notice and proceed with closing on the College Park Lots separately from the Michael C. Blake Lots the Conditions Precedent shall continue to apply but are limited to evidence of financing and performance bonding only for improvements on the College Park Lots.

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

(1) Unless otherwise agreed to by the parties in writing, including Developer's election to close on the College Park Lots separately in accordance with the PSA, the Closing date for conveyance of the Property by the City to the Developer pursuant to the PSA shall be sixty (60) days from the applicable Conveyance Notice unless the Developer fails to satisfy the condition precedents set forth in this Section 11.0. If the Developer fails to satisfy the Condition Precedents within said sixty (60) day time period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty.

(2) Except as otherwise provided for herein, the Developer shall accept the Property in "as-is" condition subject to the Development Covenants required by Section 12.0 of this Agreement and the terms and conditions of the PSA.

12.0 Development Covenants. The following development covenants (the "**Development Covenants**") shall survive the Closing under the PSA for all Lots:

(A) The Developer shall develop the Property in accordance with the terms and conditions of this Agreement and is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the City until such time that the Developer has completed the construction of any or all improvements which the Developer has obligated itself to complete pursuant to this Agreement and the final plat is approved and recorded by the City.

(B) The Property shall be maintained and used as single-family residences on individually platted lots.

(C) Except for the first mortgage required by the Developer's primary lender on the Project, the Developer shall not encumber the Property with any other mortgage, lien, or other encumbrance without the prior written consent of the City until such time the City approves and records the final plat, and issues a final certificate of occupancy for at least one lot on the Property.

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

13.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

14.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

15.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

16.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

17.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

18.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

19.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

20.0 Recordation. Upon full execution by the Parties and the completion of Closing following Final Site Plan approval, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

21.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

22.0 Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. The Developer agrees that the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over 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 three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any

claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

23.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

24.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

25.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

26.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity, except that the City shall not provide specific performance as a remedy to Developer.

27.0 Attorney's Fees. Except as provided in Section 12.0, in the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. Attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs, shall also be borne by each party, respectively, except for those circumstances in which Section 12.0 applies.

28.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement; provided Developer is provided notice of such breach and opportunity to cure same pursuant to Section 29.

29.0 Default. Developer Default. Failure by the Developer to perform each and every one of its obligations hereunder, and the City is not otherwise in default of this Agreement, shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, exercising the default obligations pursuant to Section 10.0, terminating the City's obligation to convey the Property, or an action for specific performance or injunctive relief. Prior to the City filing any

action as a result of a default under this Agreement, the City party shall first provide the Developer with written notice of said default. Upon receipt of said notice, the Developer shall be provided a sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action.

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

30.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to adhere to the development schedule and deadlines as established herein. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 29.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

31.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

32.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at-home" orders not including

COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions, including hurricanes ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

33.0 Administrative Extension. Upon good cause shown, the City Manager may grant an extension of up to sixty (60) days for any deadline in the Schedule of Major Performance Obligations. Any further extensions shall require City Council approval.

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

For the City:

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

With Additional Notice to:
Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

For Developer:

Lennar Homes, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410

With Additional Notice to:
Lennar Corporation
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel

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

35.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders or to any entity that will act as a land bank for the benefit of the Developer upon providing written notice to the City. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement; provided in the event of an assignment to a land bank, the land bank shall not be obligated to be a formal signatory to this Agreement and the Developer shall not be released from such Developer's obligations, commitments, representations, and warranties under this Agreement and the land bank shall not assume same. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld.

36.0 Impact Fees. If the City waives Developer's obligation to pay certain City impact fees (the "**Impact Fees**") to the City, Developer agrees that it shall utilize reasonable efforts to elevate the interior specification levels of the furnishings (i.e. appliances, faucets, cabinets, flooring, etc.) within the applicable home on a dollar-for-dollar basis based on the cost savings to Developer resulting from the waiver of such Impact Fees.

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

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

[Signature]
Signature of Witness
Breanna Early
Printed Name of Witness

65 Stone St, Cocoa, FL 32922
Address of Witness

[Signature]
Signature of Witness
Devin Fritts
Printed Name of Witness

65 Stone St. Cocoa, FL 32922
Address of Witness

CITY OF COCOA

By: [Signature]
Stockton Whitten, City Manager

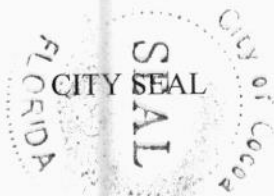
Date: 7/8/25

ATTEST:

By: [Signature]
Monica Arsenault, City Clerk

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
Anthony A. Garganese, City Attorney



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 8 day of July, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



MONICA ARSENAULT
Commission # HH 498592
Expires June 16, 2028

[Signature]
(Notary Public Signature)
Monica Arsenault
(Print Name)
Notary Public, State of Florida
Commission No.: HH 498592
My Commission Expires: 6-16-28

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

[Signature]
Signature of Witness
AINA POLANDER
Printed Name of Witness
3931 RCA BLVD, STE 3105
PALM BEACH GARDENS, FL 33410
Address of Witness

[Signature]
Signature of Witness
RAFAEL NELSON
Printed Name of Witness
3931 RCA BLVD, STE 3105
PALM BEACH GARDENS, FL 33410
Address of Witness

LENNAR HOMES, LLC

[Signature]
Print name and title: Michael Meyers, Vice President

Date: 7/29/25

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 29 day of July, 2025, by Michael Meyers, the Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or produced _____ as identification.

[Signature]



HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

(NOTARY SEAL)



HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

(Notary Public Signature)

(Print Name)

Notary Public, State of FL
Commission No.: HH 651641
My Commission Expires: 4/19/29

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

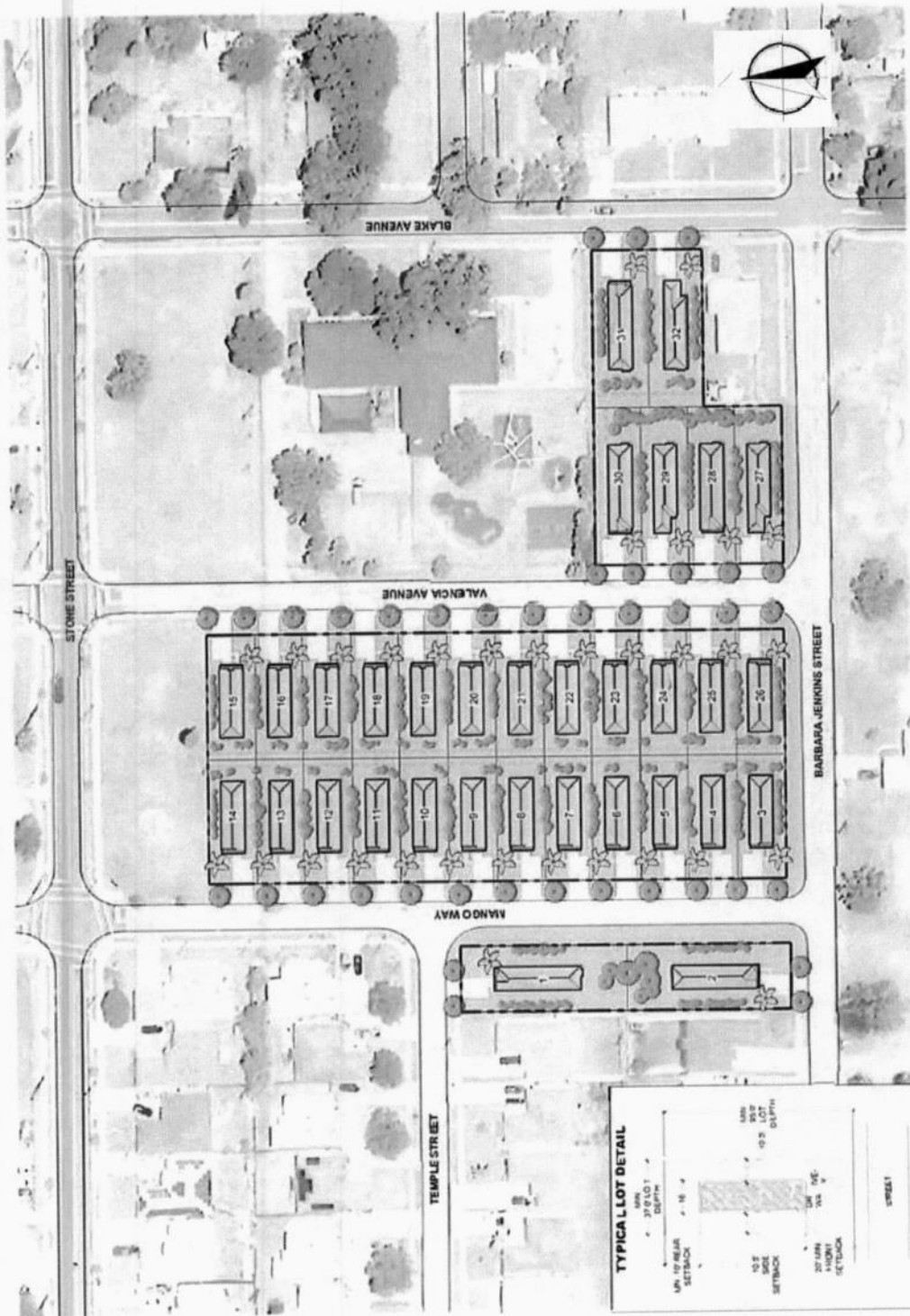
Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.



EXHIBIT B CONCEPTUAL DEVELOPMENT PLAN



**EXHIBIT C
BUILDING PLANS**

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



Belmont Elevation AM:



Belmont Elevation BM:



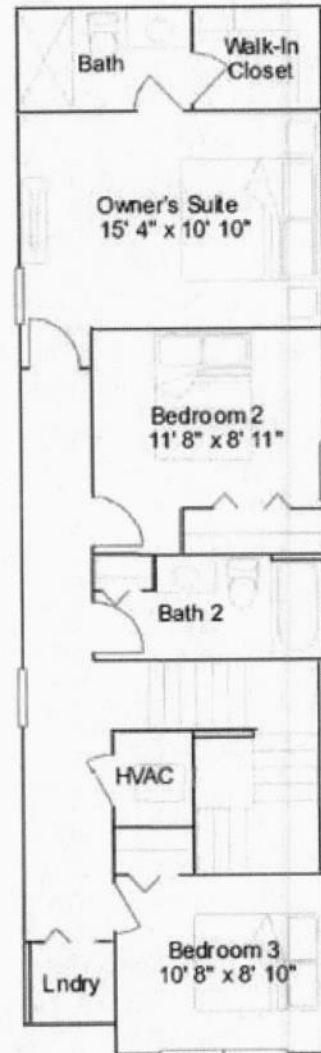
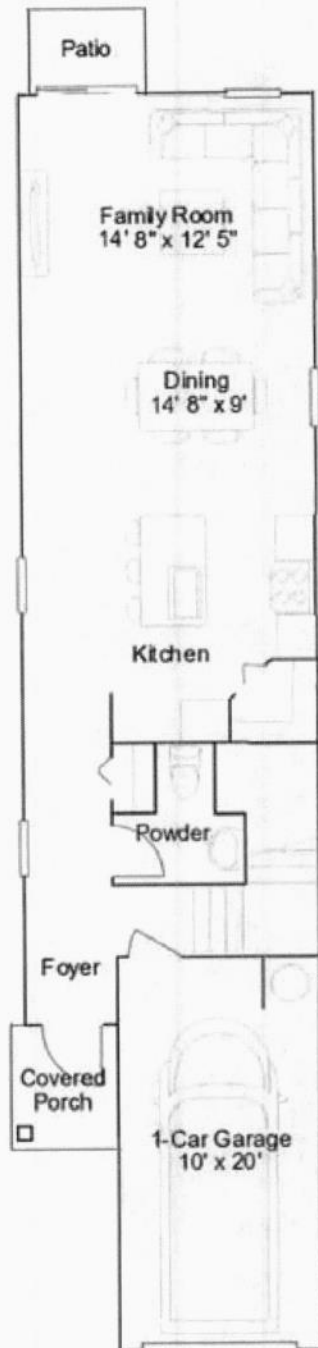
Belmont Elevation CM:



Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



Belmont – 1,840 SF – 3 BR – 2 Bath



EXHIBIT D
SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

The Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. **The Schedule assumes an Effective Date of July 8, 2025.**

Time for Performance	Action	Section Reference
September 8, 2025	Investigation Period Completed (60 days)	3.0
December 8, 2025	Site plan and preliminary plat application filed with City for Michael C. Blake Lots; Submit building permit applications for College Park Lots	9.0
March 2026	Site plan and preliminary plat approval obtained for Michael C. Blake Lots; Developer shall request City begin conveyance process for the Michael C. Blake Lots; obtain building permits and substantially commence vertical construction on College Park Lots	9.0/11.0
May 2026	Closing on Conveyance of Michael C. Blake Lots - Construction can only begin after closing	11.0
June 2026	Substantial completion of common horizontal infrastructure; proceed to obtain final plat	9.0
September 2026	Building Permit for first four (4) homes on Michael C. Blake Lots obtained and vertical construction substantially commenced	9.0
April 2027	Building Permit obtained and vertical construction substantially commenced for all 30 Michael C. Blake Lot homes	9.0
October 2027	Certificate of occupancy for all 32 homes obtained	9.0

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

**FIRST ADDENDUM TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR AFFORDABLE HOUSING**

MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS FIRST ADDENDUM TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING (“Addendum”) is made and entered into this ____ day of _____, 2026, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (“City”), and **LENNAR HOMES, LLC**, a Florida limited liability company whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (“Developer”).

WITNESSETH

WHEREAS, the Developer and the City previously entered into that certain Amended and Restated Development Agreement for Affordable Housing dated July 8, 2025 (the “Original Agreement”), which provided that the Developer shall develop certain Property previously owned by the City as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (each referred to herein as a “homesite”), which would be sold for a maximum sales price not exceeding the affordable threshold established by HUD at the time of sale (the “Project”); and

WHEREAS, the Property subject to the Original Agreement was certain property in the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69 (the “Michael C. Blake Lots”), as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72 (the “College Park Lots”), totaling together approximately 2.83 acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone

Street, being more particularly described on **Exhibit “A,”** attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (collectively the “Property”); and

WHEREAS, pursuant to the Original Agreement, the City and Developer have already closed on the sale of the Property to the Developer; and

WHEREAS, the City and Developer mutually desire to amend the Original Agreement to permit the Developer to obtain building permits for up to seventy-five percent (75%) of the homesites prior to Developer recording a final plat for the Project, permit the Developer to build one (1) additional model homes for the Project, modify the timeline set forth for the Developer to complete certain enhancements to accompany the Project, and to make other changes as may be necessary to effectuate these modifications; and

WHEREAS, the City Council finds and declares that this Addendum serves a public purpose, and serves the public health, safety and welfare of the citizens of and visitors to Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land in the Diamond Square Community Redevelopment Area; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Addendum to the Original Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Amendment to Section 4.0, Project Description and Requirements. Section 4.0, *Project Description and Requirements*, is hereby modified to add the following sentence.

One (1) two-story model homes of a size between 1,295 and 1,700 square feet shall be available on the Michael C. Blake Lots.

4.0 Addition of New Section 4.1, Model Homes. A new Section 4.1, *Model Homes*, is hereby added to the Original Agreement as follows.

4.1 Model Homes. The City agrees to allow the Developer to construct the model homes as described herein for the customary temporary marketing and sales activities of the Developer. One(1) two-story model home of a size between 1,295 and 1,700 square feet shall be available on the

Michael C. Blake Lots (the “Blake Model” or “Model”). The City represents that such marketing and sales activities shall be permitted through buildout of the Project. The City agrees to permit early construction of the Blake Model prior to approval of the final plat for the Michael C. Blake Lots, provided that, prior to construction of the model homes, stabilized access to the model home lots and adequate means of fire protection from a City-approved source of water are completed and the following conditions, which are deemed acceptable to Developer, are adhered to:

- (a) The Blake Model shall remain under Developer’s ownership and control until such time as a final certificate of occupancy for each model home unit is issued under the conditions set forth below. In other words, the Developer shall not close on a sale or lease any of the individual Model for occupancy until such time as the City issues a final certification of occupancy for each Model.
- (b) The Model shall be constructed on existing or proposed lots approved by the City, and any associated parking, pedestrian activity and other activities conducted by sales staff or the general public shall be adequately segregated from construction activities to ensure safety.
- (c) The model sales office shall comply with all applicable state and city regulations regarding accessibility. In addition, Developer shall provide a minimal level of access to all Models for potential homebuyers with disabilities by providing physical access (via ramp or lift) to the primary level in each Model and making photographs of other levels within each home available to the customer.
- (d) Prior to construction, the Model shall be duly permitted by the City in accordance with the City’s Code. The Developer shall assume full and complete responsibility in the event that the Blake Model, as constructed, does not conform to the lot lines and related setbacks required by the City in the final plat and in accordance with applicable zoning, the Original Agreement, and this Addendum. The Developer fully understands the construction of model homes before a final plat is approved by the City may pose a risk to the Developer if the approved plat is not consistent with the layout of model home on the subject property, and that such risk may require modification or removal of the Model based on the approved plat before a final certificate of occupancy can be issued for the Model. The Developer agrees to defend, indemnify, and hold harmless the City from and against any and all damages, losses or claims arising from the layout and construction of the Model under this Agreement prior to final plat approval for the Michael C. Blake Lots.

- (e) At such time as the City Building Official completes and approves a final inspection of the Model, the City will issue a temporary certificate of occupancy. Said temporary certificate of occupancy shall be issued for each model home as a whole. Occupancy of the Model shall be limited to the sales and marketing efforts for the Project until a final certificate of occupancy is issued for such model home units. It is intended that the Model can be shown by sales staff to prospective buyers as long as the Building Official has issued the temporary certificate of occupancy and the Model is not staffed continuously.
- (f) At such time as the Project development is completed, the Model shall be converted into permanent residential units and the City shall issue final certificates of occupancy for each model home unit, provided, that the City Building Official determines that such units are suitable for permanent residential occupancy and in compliance with the City Codes.
- (g) Nothing in this Subsection shall cause to limit the number of inventory homes (pre-sale, spec homes) that may be constructed on the Property. Violation of this Section will also constitute a violation of the City Code of Ordinances, and the provisions of this Section may also be enforced as provided therein.

4.0 Amendment to Section 7.0, Project Enhancements. Section 7.0, *Project Enhancements*, Subsection (C), *Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center*, of the Original Agreement is hereby modified as follows.

The Developer agrees that, prior to the issuance of the final certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center.

5.0 Amendment to Section 9.0, Development Schedule and Future Permitting. Section 9.0, *Development Schedule and Future Permitting*, of the Original Agreement is hereby stricken in its entirety and replaced with the following.

The Developer shall be required to substantially complete all horizontal common infrastructure necessary to serve the Michael C. Blake subdivision and apply for final plat approval in accordance with Section 18-30 of the City Code by May 9, 2026, which shall not be further extended administratively. Developer shall not be permitted to obtain final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements, is substantially completed.

Prior to final plat approval, the Developer shall be permitted to obtain building permits and commence the vertical construction of a maximum of Twenty-two (22) of the

homesites in the Michael C. Blake subdivision, which shall be in addition to one (1) Blake Model permitted above. Following final plat approval, the Developer shall apply for and obtain building permits for the remainder of homes planned and commence vertical construction of at least (4) additional homes in the Michael C. Blake subdivision every month such that all building permits have been obtained and the vertical construction of the thirty homesites has commenced within three (3) months of final plat approval. In addition, the Developer shall obtain building permits and substantially commence vertical construction of the two single-story homes on the College Park Lots within six (6) months after the expiration of the Investigation Period. Commencement of vertical construction for purposes of this Agreement shall require, at minimum, foundations have been poured and rough framing commenced. If the Developer fails to substantially commence vertical construction each month following final plat approval as provided in this Section, the City shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Section 29.0 in the event the Developer fails to substantially commence vertical construction as provided in this Section, and the City may exercise its default option(s) pursuant to Section 10.0(B) of the Original Agreement.

The Developer agrees that all certificates of occupancy for the thirty-two (32) homesites must be issued within eight (8) months of final plat approval, except that the Models may maintain a temporary certificate of occupancy for such time as is required to sell all of the homesites.

6.0 Amendment to Section 9.0, Development Schedule and Future Permitting. The following new subsections are hereby added to the Original Agreement.

9.1 Supplemental Release for Pre-Final Plat Construction. In consideration of the City permitting Developer to obtain building permits for and commence vertical construction of fifteen (15) homes in the Michael C. Blake subdivision, the Developer hereby agrees to release, hold harmless, and indemnify the City and its governing body, agents, and employees for any and all claims, liabilities, losses, obligations, damages, penalties or costs including, but not limited to, reasonable attorney's fees, consulting fees, survey fees, demolition fees, utility charges, etc., arising from the City's issuance of building permits for the fifteen (15) lots constructed prior to final plat approval. This indemnification includes, but is not limited to, any liability and damage resulting from wind, fire, flood, construction defects; delay damages, lost profits, application fees, and professional service fees resulting from re-surveying and/or replatting to the extent that the homes are not constructed in conformance with the lot lines and related setbacks required by the City in the final plat and in accordance with applicable zoning, the Original Agreement, and this Addendum; bodily injury or property damage; and any actions, issues, disputes, or damages arising out of a contract or other agreement between the Developer and prospective buyer, contractor, or utility provider. This Supplemental Release is entered into pursuant to Florida Statutes § 177.073.

9.2 Letter of Credit. Pursuant to Florida Statutes § 177.073, Developer shall obtain a Letter of Credit worth one hundred and thirty percent (130%) of the cost required to complete necessary improvements for the Project, with such necessary improvements including street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street names, signs, landscaping, permanent reference monuments, and permanent control points. The form and sufficiency of said Letter of Credit shall be subject to approval of the City Attorney. The Letter of Credit shall be submitted prior to the issuance of any early building permits pursuant to this Addendum.

7.0 Amendment to Exhibit D, Schedule of Major Performance Obligations. **Exhibit “D,”** *Schedule of Major Performance Obligations*, to the Original Agreement is hereby stricken in its entirety and replaced with **Exhibit “B,”** *Revised Schedule of Major Performance Obligations*, attached hereto and incorporated herein by this reference.

8.0 Recordation. Upon full execution by the Parties, this Addendum shall be recorded in the Public Records of Brevard County, Florida by the City.

9.0 Miscellaneous. All terms and conditions of the Original Agreement which are not expressly and specifically modified by this Addendum shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[Signatures to Follow]

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

CITY OF COCOA, A FLORIDA MUNICIPAL CORPORATION

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

Michael C. Blake, Mayor

Date: _____

APPROVED AS TO FORM

By: _____
Anthony A. Garganese, City Attorney

ATTEST:

By: _____
Monica Arsenault, City Clerk

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who ☐ is personally known or ☐ has produced a driver's license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

DEVELOPER:

Signature of Witness

BY: _____

Printed Name of Witness

ITS _____

Address of Witness

Print: _____

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by _____ as _____ of _____, who ☐ is personally known or ☐ has produced _____ as identification.

[Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.



EXHIBIT B

UPDATED SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

The Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. **The Schedule assumes an Effective Date of July 29, 2025.**

Time for Performance	Action	Section Reference
September 29, 2025	Investigation Period (Completed) (60 days)	3.0
November 21, 2025	College Park Lots closing (Completed)	
December 9, 2025	Site plan and preliminary plat application approval obtained for Michael C. Blake Lots (Completed)	9.0
January 29, 2026	Closing on Conveyance of Michael C. Blake Lots (Completed)	11.0
March 9, 2026 (<i>City Manager provided 60-day extension to May 9, 2026</i>)	Substantial completion of common horizontal infrastructure; apply for final plat	9.0
March 24, 2026	May begin obtaining early building permits for 75% (22) Michael C. Blake Lots	9.0 First Addendum
March 29, 2026	Obtain building permits and substantially commence vertical construction of the two-story homes on College Park Lots (Completed)	9.0
June 2026	Final plat is approved and building permits and vertical construction substantially commenced on at least four (4) Michael C. Blake Lots each month thereafter	9.0
September 2026	Building Permit obtained and vertical construction substantially commenced for all 30 Michael C. Blake Lot homes	9.0
February 2027	Certificate of occupancy for all 32 homes obtained; Harry T. Moore Center improvements must be completed prior to final C.O. being issued	9.0

CITY COUNCIL AGENDA ITEM

Memo Date: March 23, 2026
Agenda Date: March 24, 2026
File ID: 2026-217
Prepared By: Stockton Whitten, City Manager
Through: Councilwoman Weeks
Requested Action: Provide direction to staff regarding Junny Rios Park proposed park enhancements.

BACKGROUND:

At the request of Councilmember Weeks, and following feedback received during her recent Town Hall meeting, Council is asked to consider the enhancement of existing park amenities.

Proposed enhancements include, but are not limited to:

- Installation of shade structures over the playground area;
- Addition of outdoor exercise equipment along the walking path; and
- Installation of additional playground equipment with rubber mulch surfacing for safety and accessibility.

Conceptual examples of the requested improvements are provided for Council's reference.

This item is presented to obtain Council direction regarding the potential use of available funds for these park enhancements.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds - Junny Rios Fund Balance

<u>Account Number</u>	<u>Amount</u>
001-3580-519.63-07	\$85,000
001-3580-519.64-00	\$553,458
Project #PWFBJR	

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Provide direction to staff regarding Junny Rios Park proposed park enhancements.















