



**AGENDA
COCOA REDEVELOPMENT AGENCY
REGULAR MEETING
COCOA CITY HALL COUNCIL CHAMBERS
65 STONE STREET, COCOA, FL 32922**

**November 14, 2017
4:30 PM**

- I. CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA AND MINUTES**
- III. DELEGATIONS**
- IV. PRESENTATIONS**
- V. ACTION ITEMS**
 1. Commercial Façade Improvement Program Grant - 300 N. Cocoa Blvd.
 2. Budget Transfer to Professional Services
 3. 5-Year Waterfront Master Plan
 4. Oaks Mobile Home Site RFP
 5. Parking Study/Former City Hall Site RFP
- VI. ATTORNEY'S REPORT**
- VII. UPDATES AND STAFF REPORTS**
 1. FIND Grant - Riverfront Park Boat Slips and Pedestrian Connector (verbal report)
- VIII. NEXT MEETING DATE**

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Tuesday, December 12, 2017, at 5:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.
- IX. ADJOURNMENT**

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

Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

**MINUTES
CITY OF COCOA
COCOA CRA
REGULAR MEETING
October 10, 2017**

The Regular Meeting of the Cocoa Community Redevelopment Agency was held at 5:00 p.m. on October 10, 2017 at City Hall, 65 Stone Street, Cocoa, FL, as publicly noticed.

I. CALL TO ORDER / ROLL CALL:

Chairman Parrish called the meeting to order at 5:05 pm.

ROLL CALL:

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

PRESENT:

Henry U. Parrish, III	Chairman
Don Boisvert	Vice Chairman
Brenda Warner	Agency member
Jeri Blanco	Agency member
Clarence Whipple, Jr.	Agency member
Ed Lanni	Agency member
Jan Stewart	Agency member
Anthony Garganese	Agency Counsel
Torri Edwards	Recording Secretary

ABSENT:

STAFF PRESENT:

John Titkanich Jr., AICP, ICMA-CM, City Manager, Matt Fuhrer, Assistant City Manager, Karen Hamilton, Community Services Director Larry Lallo, CEcD, EDFP, Economic Development Manager, and Samia Singleton, Redevelopment Specialist.

Agency member Whipple, Jr. provided the invocation and Vice Chairman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA AND MINUTES:

- * **A MOTION was made by Vice Chairman Boisvert; SECONDED by Agency member Lanni to approve the agenda for the October 10, 2017 regular meeting as written.**

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

MOTION CARRIED (7-0)

- * **A MOTION was made by Vice Chairman Boisvert; SECONDED by Agency member Lanni to approve the minutes for the regular meeting of August 8, 2017.**

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

MOTION CARRIED (7-0)

III. DELEGATIONS:

Jack Brown – Request to Speak

Mr. Brown, of 9889 Bainbridge Road, Chagrin Falls, OH, owner of Lodging Decisions, Inc., presented to the board the company's interest in developing a hotel in downtown Cocoa Village. **Mr. Brown** and his business partners propose a high rise building with parking, retail, and lodging.

T. Jim Graham – Request to speak

Mr. Graham, of 585 Main Street, Dunedin, FL, architect with The Lunz Group, presented to the board the interest in developing a hotel in Cocoa Village. **Mr. Graham** compared the project to one currently approved in Dunedin, FL. **Mr. Graham** stated the base plans for the hotel project include 227 parking spaces and 100 hotel units. **Mr. Graham** stated parking would be located on the first 4 floors and the hotel units would start on the 5th floor.

Agency member Blanco inquired about the foot print size for the project. **Mr. Graham** responded at least an acre of land is needed for the project.

John Titkanich informed the board the location being discussed is 603 Brevard Ave. **Mr. Titkanich** reminded the board that in April, the CRA issued a RFP and three (3) firms responded. In July, the CRA voted to table any action on the site until the parking study results are received. He shared that additional clarification is needed from the parking study consultants before presenting to the board. **Mr. Titkanich** inquired if discussion on the site is proper with an outstanding RFP that has been tabled.

Attorney Anthony Garganese stated during delegations any member of the public may come forward and present information to the RDA. **Mr. Garganese** stated discussion only is permitted at this point.

Mr. Graham stated tonight's presentation is the overall concept of developing a lodging unit in Cocoa Village and not the specific site.

V. PRESENTATIONS:

NONE

V. OLD BUSINESS:

NONE

VI. NEW BUSINESS:

1. Budget Transfer-Overtime:

Ms. Singleton requested the board approve a budget transfer of \$13.00 from the Regular Salaries and Wages account (110-3230-559.12-00) to the Overtime account (110-3230-559.14-00) to compensate for hourly staff's attendance of the Cocoa CRA meeting.

- * **A MOTION was made by Agency member Warner; SECONDED by Agency member Lanni to approve a budget transfer of \$13 from the Regular Salaries and Wages account (110-3230-559.12-00) to the Overtime Account (110-3230-559.14-00) to cover the cost of staff overtime during the Cocoa CRA meetings.**

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

MOTION CARRIED UNANIMOUSLY (7-0)

VII. ATTORNEY'S REPORT

VIII. AGENCY MEMBERS AND STAFF REPORTS:

1. Florida Redevelopment Association Annual Conference:

Ms. Singleton stated **Chairman Parrish** and **Agency member Blanco** will be attending the FRA Annual Conference in Daytona Beach. They should have received the conference packet.

2. FIND Grant – Riverfront Park Boat Slips and Pedestrian Connector:

Mr. Lallo informed the board that the permits to build day slips have been received. The FIND Grant was approved for \$225,000 to build out day slips and the T dock. The FIND Grant criteria for completion of construction is one (1) year. The FIND Grant matches 50% of the cost.

Mr. Lallo informed the board the Pedestrian Connector project has been delayed until 1/1/18 due to hurricane recovery efforts. The Pedestrian Connector project will cost \$375,000 to build and \$187,500 will be matched.

Agency member Whipple, Jr. inquired if the project has changed. **Mr. Lallo** stated the plans have not changed. **Mr. Whipple, Jr.** requested the people of the community stay informed of any progress and get invited to any meetings moving forward.

Mr. Lallo stated a mooring field grant request may be submitted to provide better boat anchoring for future storms.

3. Former Oaks Mobile Home Park Market Study:

Ms. Singleton stated **Mr. Titkanich** and other city staff are currently reviewing a report received from the study. **Mr. Titkanich** inform the board that the study and the appraisal need further review to discuss estimated value amounts. **Mr. Titkanich** hopes to have conveyance completed by October or November, a selection committee by November or December, and finally a development agreement by February or March 2018.

4. Parking Study Update:

Mr. Titkanich stated the parking study consultants have asked additional questions before a final report can be submitted.

5. Hurricane Damage Assessment:

Ms. Singleton stated the boardwalk, T dock, and day slips received hurricane damage. **Mr. Lallo** stated the Office of Economic Development assisted **Mr. Fuhrer** with damage assessment and collecting derelict boat data. **Mr. Lallo** stated the biggest challenge with cleaning up the riverfront is the Florida legislation which protects the boat owners more than the city.

Mr. Fuhrer stated the engineering consultants were conducting assessments of the riverfront one (1) week after the hurricane passed. The consultants determined the waterfront was a total loss. **Mr. Fuhrer** stated there will a more detailed analysis completed this week for the purposes of FEMA reimbursement. He anticipates all vessels will be removed by tomorrow. The next step would be to remove the damaged boardwalk and start reattaching the fence, rebuilding the sea wall, and boardwalk.

Chairman Parrish inquired the timeline of when parking will be opened. **Mr. Fuhrer** stated the demolition ,process should be completed within 10 days.

Chairman Parrish stated he would like to call a special meeting at a later date to discuss the riverfront in more detail.

6. Future of CRAs: *(Tabled to 11/14/17)*

IX. NEXT MEETING:

The next scheduled meeting of the Cocoa Community Redevelopment Agency will be held on Tuesday, November 14, 2017 at 5:00 PM in the Council Chambers located at Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

X. ADJOURNMENT:

- * MOTION made by Vice Chairman Boisvert; SECONDED by Agency member Blanco to adjourn the meeting of October 10, 2017.**

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

MOTION CARRIED (7-0)

MEETING WAS ADJOURNED AT 5:59 p.m.

Respectfully Submitted by:

Henry U. Parrish III, Chairman

Torri Edwards, Recording Secretary



AGENDA ITEM V – 1
Commercial Façade
Improvement Program Grant -
300 N. Cocoa Blvd.

MEMO DATE: November 1, 2017
AGENDA DATE: November 14, 2017
PREPARED BY: Samia Singleton, Redevelopment Specialist
REQUESTED ACTION: Approve a request for a Commercial Façade Improvement Program grant in the amount of \$5,000 for the property located at 300 N. Cocoa Blvd.

BACKGROUND

The Cocoa Community Redevelopment Agency (CRA) sponsors a Commercial Façade Improvement Program (CFIP) to assist in the improvement of real property located in the Cocoa CRA Area. Matching grants of up to \$10,000.00 are available per commercial parcel/project to eligible applicants whose property is located in that portion of the Cocoa Redevelopment Area. The façade grant program is provided to assist property owners or businesses with exterior building improvements, which in turn, improves the appearance of the commercial district. The program is a reimbursement grant; therefore, the applicant will not receive any funding until the exterior improvements are completed.

SUMMARY

In an effort to enhance its exterior appearance along the US 1 Corridor, Mr. Anthony O'Flaherty, 334 W 46th Street LLC, is requesting a Commercial Façade Improvement Program (CFIP) grant, in the amount of \$5,000, for his property at 300 N. Cocoa Blvd. The total project cost estimate is \$11,030 and will consist of the following eligible exterior improvements:

- Removal and replacement of wooden defective windows and doors
- Removal and replacement of damaged soffit and framing
- Repairs to porticos
- Sign repair
- Trimming, cutting and pruning of trees, bushes and shrubs
- Lighting
- Parking lot restriping

The property is located near the intersection of N. Cocoa Boulevard and Brunson Avenue. A church occupies a small section of this 17,189-square foot mixed use-property, while the remainder is reserved for commercial purposes.

Improvements made to this site will complement other revitalization projects, such as US 1 Road Widening, Florida Avenue Complete Street Streetscape and construction of City of Cocoa Fire Station No. 2 at 300 Brunson Avenue. Additionally, private leverage of capital investment is \$1.00 for every \$1.00 in grant funding provided for this project.

Staff fully supports the request for a Commercial Façade Improvement Program grant for proposed improvements at 300 N. Cocoa Boulevard.

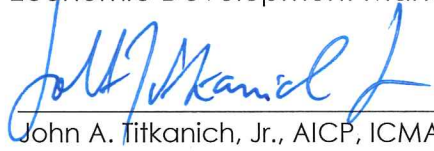
BUDGETARY IMPACT

If approved, there would be a reduction of \$5,000 from the Commercial Façade Grant Program (Account 110-3230-559.83-00 Other Grants & Aids).

REVIEWED BY:

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

City Manager


John A. Titkanich, Jr., AICP, ICMA-CM

Community Services Director


Karen D. Hamilton

Economic Development Manager


Larry J. Lallo, CECD EDPF

Finance Director

 11.14.17
Teri Butler

REQUESTED MOTION

Approve a request for a Commercial Façade Improvement Program grant in the amount of \$5,000 for the property located at 300 N. Cocoa Blvd.



COMMERCIAL FAÇADE IMPROVEMEMT PROGRAM GRANT APPLICATION

The Cocoa Community Redevelopment Agency (Cocoa CRA) sponsors a Commercial Façade Improvement Program (CFIP) to assist in the improvement of real property located in the Cocoa CRA Area. Matching grants of up to \$10,000.00 are available per commercial parcel/project to qualified applicants whose property is located in that portion of the Cocoa Redevelopment Area eligible for grant funding (**property on Brevard Ave., Delannoy Ave., and Harrison St. are ineligible**). Applications must be submitted two weeks in advance of each CRA meeting. The Cocoa CRA meets on the first Tuesday of each month.

Property Owner/Applicant Name: 336 W 46th Ave Ashland
Phone Number: 321.795.3177
Mailing Address: PO BOX 805
Property Address: 300 W COCOA Blvd
Business Name: COCOA FL 32923.

Description of Planned Improvements:

See Attached letter

Total Project Cost: \$11,140.00
Grant Funds Requested: \$5,000.00

Applicant/Owner Certification

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

Ashland
Signature of Owner/Applicant

11.6.2017
Date

Application Requirements

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

Program Guidelines

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

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

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

- Properties used solely for residential purposes, including multi-family and single-family residences. Vertically-mixed uses with a non-residential component are permitted at the discretion of the Board;
- **Property on Brevard Ave., Delannoy Ave., and Harrison St.**
- Non-profit corporations, unless (i) a substantial portion of the property is used for commercial purposes and is subject to ad valorem taxation; or (2) the non-profit corporation's property is of historic or cultural significance in the City of Cocoa; and
- Owners of vacant land

Eligible and Ineligible Expenses

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

Eligible primary improvements for grant matching funds include:

- Façade rehabilitation
- Removal of deteriorated or undesirable exterior alterations
- Stucco restoration
- Replacement or reconstructive woodwork
- Replacement, repair, or restoration of cornices, eaves, parapets, or other architectural features
- New doors and windows
- Restoration of historically appropriate doors, windows, or building features
- Signs, awnings, and canopies

- Exterior lighting
- Entranceway modifications that improve the appearance or access to the commercial building
- Landscaping, including hardscaping around the perimeter of the property and irrigation if needed to support landscaping. Preference given to drought-tolerant trees and plants. Must be consistent with City of Cocoa Code.
- Fencing around the perimeter of the property (must be substantially visible from the right-of-way)

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

- Building cleaning (non-sandblasting)
- Painting

Ineligible improvements include:

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

Application Process

The Application will be processed in the following manner:

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

334 WEST 46ST LLC
P.O. BOX 805, COCOA, FL 32923

DEAR SIR / MADAM. THE PROJECT WILL CONSIST OF REPAIRS TO THE EXISTING PROPERTY. / BUILDING. SO TO ENHANCE ITS APPEARANCE ALONG US1. ALL THE WINDOW AND DOOR FRAMES ARE SOLID WOOD AND HAVE THE OLD WORLD CHARM SHOULD BE REFURBISHED. REPAIRED PAINTED AND CAULKED. THERE ARE 3 SECTIONS OF ROOF VISIBLE FROM US1 WHICH NEED TO BE REPLACED AND ARE ALLOWING WATER INTO THE BUILDING. THE 2 MAIN PORTICOS ARE IN GOOD STRUCTURAL CONDITION BUT NEED REPAIRS. THE MAIN SIGN ALONG US1 ALSO IN GOOD STRUCTURAL SHAPE NEEDS REPAIR AND PAINT. THE 4 LANDRENS ON THE MAIN PIERS MUST BE REPLACED WITH NEW INSTALLED ON THE EX. HOUSING. THE ENTIRE BUILDING FACADE WILL BE PAINTED REFRESHED AND FINISHED. THE LOT INCLUDING ALL THE TREES (30) SHRUBBS & BUSHES WILL BE TREATED PRUNED AND LANDSCAPED ALSO THE MAIN AREAS AT ENTRANCE PORTICOS. THE CONCRETE APRON WILL BE REPAIRED AND RESTRIPED. AND ALL DEBRIS CLEANED & REMOVED. THE TOTAL COST IS ESTIMATED APPROX 10,000 US\$

THANK YOU FOR YOUR CONSIDERATION
YOURS RESPECTFULLY

A. O'Flaherty 336 W 46ST LLC
OCTOBER 20 2017



Mr. Anthony O'Flaherty
PO Box 805
Cocoa, FL 32923

COCHRAN RENOVATION/REPAIR & GREEN INSTALLATION
330 MYRTICE AVE., MERRITT ISLAND, FL 32953
PHONE: 321-458-6507

**ESTIMATE FOR VARIOUS REPAIRS & COSTS ASSOCIATED WITH IMPROVEMENTS TO
300 N. COCOA BLVD., COCOA, FL 32923 REQUESTED BY 336 WEST 46TH ST. LLC**

**REPAIRS TO EXISTING BUILDING FAÇADE TO INCLUDE ALL WOODEN DEFECTIVE
WOODEN SILLS AND FRAMES TO WINDOWS/DOORS TO BE REMOVED & REPLACED
REPAIRED, ALL TO INCLUDE CAULKING & PAINTING..... \$1,165.00**

REMOVE & REPLACE EXISTING DAMAGED SOFFIT & FRAMING.....\$ 825.00

**REMOVE & REPLACE 3 SECTIONS OF DAMAGED ROOF, 12 FT. SOUTHSIDE & SIX
FT. EASTSIDE. REPLACE WITH PLYWOO & SHINGLES, SEAL & APPLY SOFFIT & RIDGE
CAPS, CAULK & PAINT TO FINISH.....\$2,100.00**

REPAIRS TO 2 ENTRANCE PORTICOS, INC. STUCCO& PAINT.....\$ 890.00

PAINT, REFRESH & TOUCHUP TO EXISTING BUILDING.....\$ 520.00

REPAIR & PAINT DAMAGED SIGN ALONG US1.....\$ 580.00

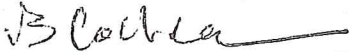
TRIM APPROX. 10 PALM TREES ALONG US1..... \$ 200.00

INSTALL 4 NEW LANTERNS AT MAIN ENTRANCE COLUMNS..... \$ 600.00

**COMPLETE LANDSCAPE GREEN WORK TO ENTIRE AREA, INCL. ALL TREES, BUSHES
AND SHRUBS, CUTTING & PRUNING. INSTALL SIGNAGE FOR PARKING, RESTRIPE &
REPAINT TO CONCRETE APRON, CLEAN UP & ALL DEBRIS REMOVED..... \$4,150.00**

TOTAL ESTIMATE FOR ALL SCOPE OF WORK I.....\$11,030.00

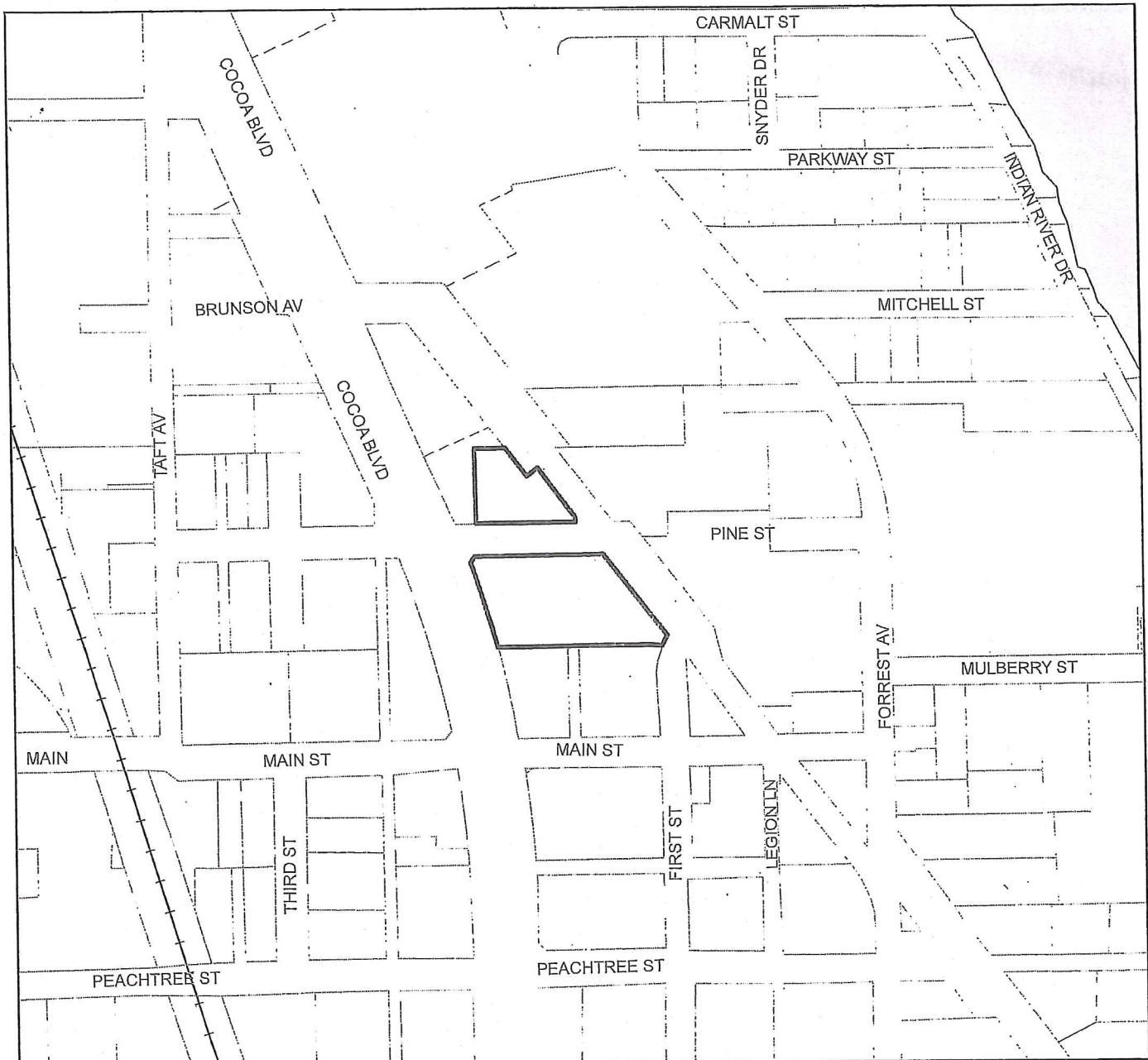
THANK YOU FOR YOUR CONSIDERATION.



BILL COCHRAN 10/15/17

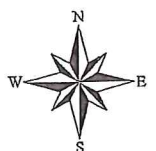


Location Map 300 N. Cocoa Boulevard



Legend

-  Subject Property
-  Water Bodies
-  Publish.GISDL.CityBoundary



0 0.05 0.1 Miles

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa
Local Business Tax Receipt
Renewal Notice



(THIS IS A BILL)

334 WEST 46TH STREET LLC
P O BOX 805
COCOA FL 32923

Please make checks payable to: City of Cocoa
65 Stone Street
Cocoa, FL 32922

Local Business Tax Receipt Number: 17-00007292
Date: June 21, 2017

Your Local Business Tax Receipt will expire on September 30th. To avoid penalties, please renew and return on time.

Business Information

(Please verify or provide all information below, then sign and date)

Business Name: 334 WEST 46TH STREET LLC Fed Tax ID: NAICS Code: 531RT Business Address: 300 N COCOA BLVD Description: Real Estate / <i>charity / rent</i>	Issue Date: September 26, 2016 Business Opened: Phone: 321-635-1916 Emergency/Cell Phone: 321-795-3177	
Owner's Name: Applicant's Name: COMMERCIAL RENTAL PROPERTY <i>pd. 9-15-17 - mailed</i>	Current Tax Term: Tax Base Fee: Additional Fee: Penalty Fee: Total Current Fee: Outstanding Fee:	10/16-09/17 74.00 0.00 0.00 74.00 0.00

If no longer in business, please check here ☐ and return to City of Cocoa.

STATE LICENSE/BREV CO CC

Signature: *AO Flaherty*
Above declaration must be updated and signed.

Date: *9-15-17*

This is not your Local Business Tax Receipt. Failure to obtain or renew a Local Business Tax Receipt may result in a fine of up to \$250 per Florida Statute 205.053(3). Late Penalties: as of October 1st 10%. As of November 1st 15%. As of December 1st 20%. As of January 1st 25%. Operating a business without a Local Business Tax Receipt is subject to civil actions and a penalty of up to \$250.

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

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

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
RICHARD E. STADLER, ESQUIRE
1820 Garden Street
Titusville, FL 32796
(321) 264-8800

CFN:2005173490 05-17-2005 09:00 am
OR Book/Page: 5468 / 5324

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Deed: 6,370.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

PROPERTY APPRAISERS PARCEL NO:
24-36-33-01-4

WARRANTY DEED

THIS WARRANTY DEED, made the 16th day of May, 2005, by **C S T CORP, a Florida corporation**, whose address is 301 Forest Avenue, Cocoa, FL 32922 hereinafter called the Grantor, to **336 WEST 46TH STREET, LLC, a New York limited liability company**, whose address is P.O. Box 850, Cocoa, FL 32923, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Brevard County, State of Florida, viz:

See attached Exhibit "A"

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004, and easements and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

CST Corp, a Florida corporation

Richard Stadler
RICHARD STADLER, Witness

By: Mary L. Osborn
MARY L. OSBORN, President

Katherine Wyatt
KATHERINE WYATT, Witness

STATE OF FLORIDA)
COUNTY OF BREVARD)

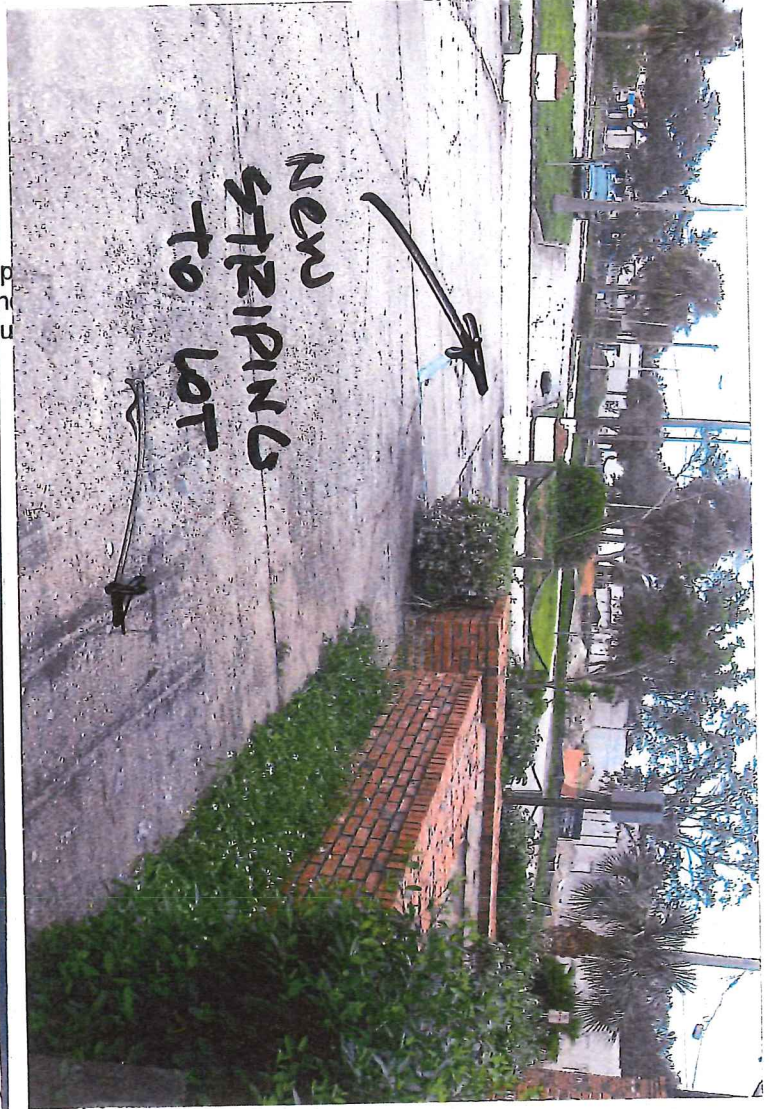
The foregoing instrument was acknowledged before me this 16th day of May, 2005, by MARY OSBORNE, President of CST Corp, a Florida Corporation, on behalf of said Corporation. Such persons did not take an oath and is personally known to me or who produced drivers license as identification.

SEAL

Richard E. Stadler
RICHARD E. STADLER
NOTARY PUBLIC
MY COMMISSION EXPIRES:



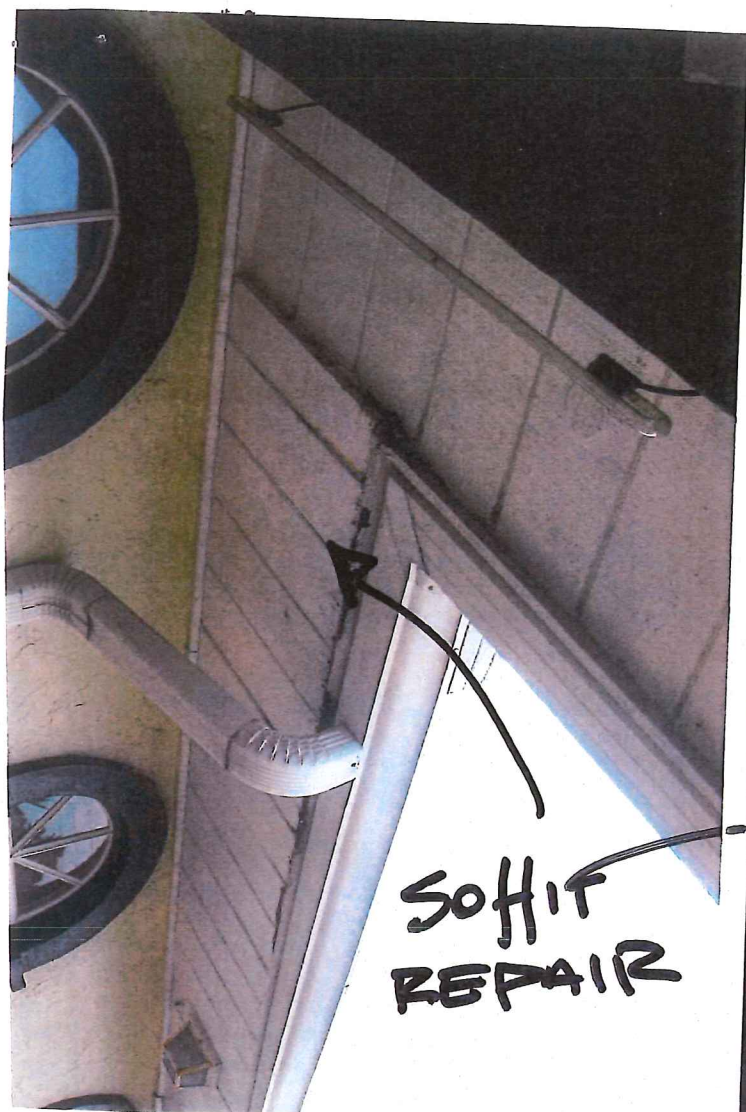
Richard E. Stadler
Commission # DD346496
Expires August 12, 2008
Bonded Troy Fair Insurance, Inc. 800-365-7019



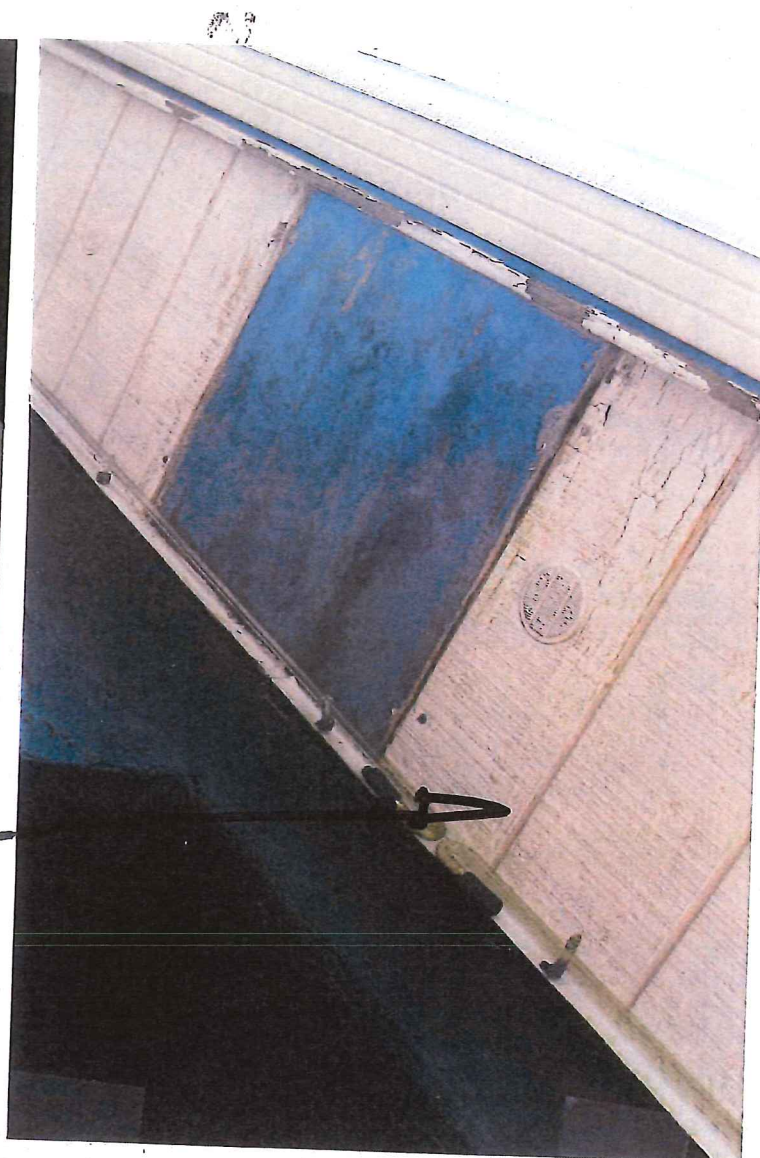
PAINT & REPAIR TO FRONT & ALONG US 1



STRIPING & LANDSCAPING



SOFFIT
REPAIR

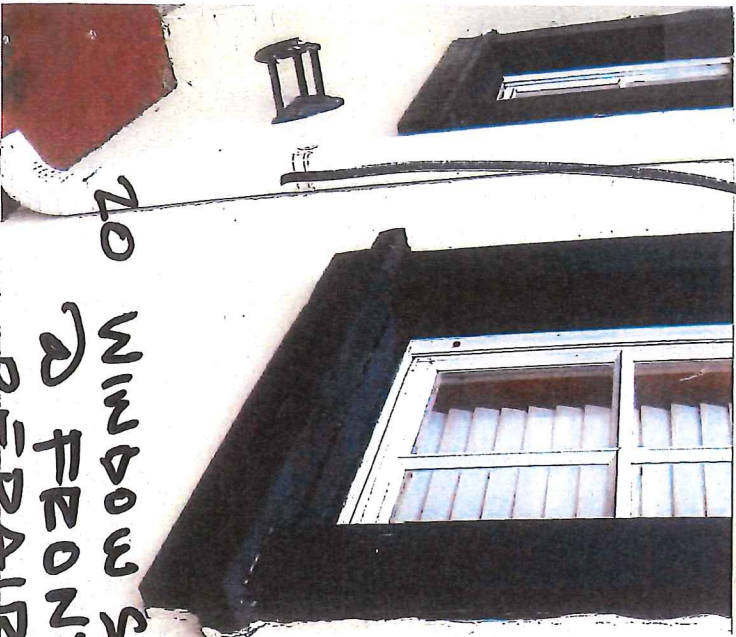


ALL WINDOWS
NEED REPAIR
& PAINT

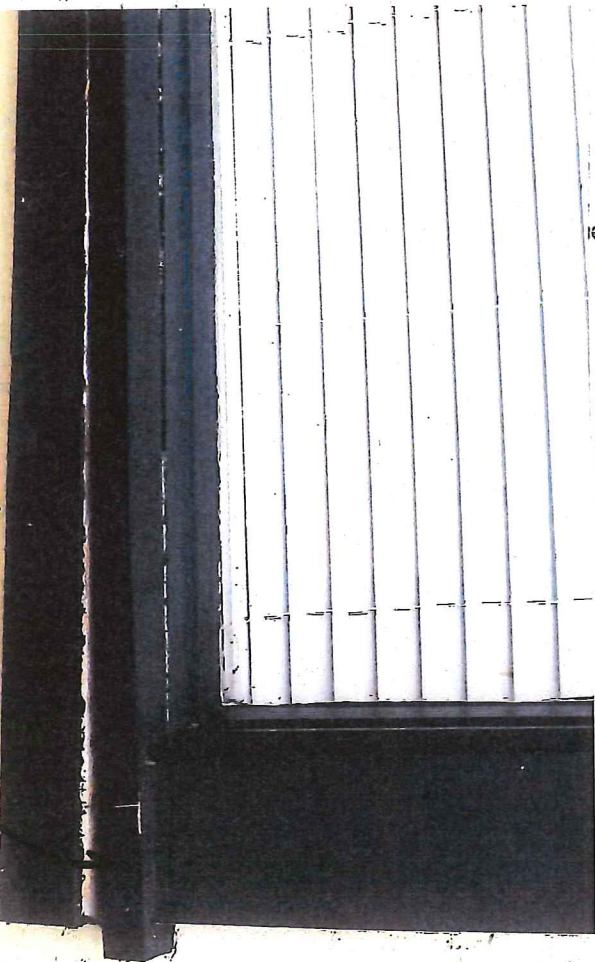


Handy / Shaggy
120 up 2 down

20 Windows
to Front
Repairs



Windows to
Front Repairs



Front Porch to Repair



2011 11 23 02 11:57



TRIM
30 TREES

UNIFORM
CUTTING
EQUIP



REPAIRS TO PARKING LOT

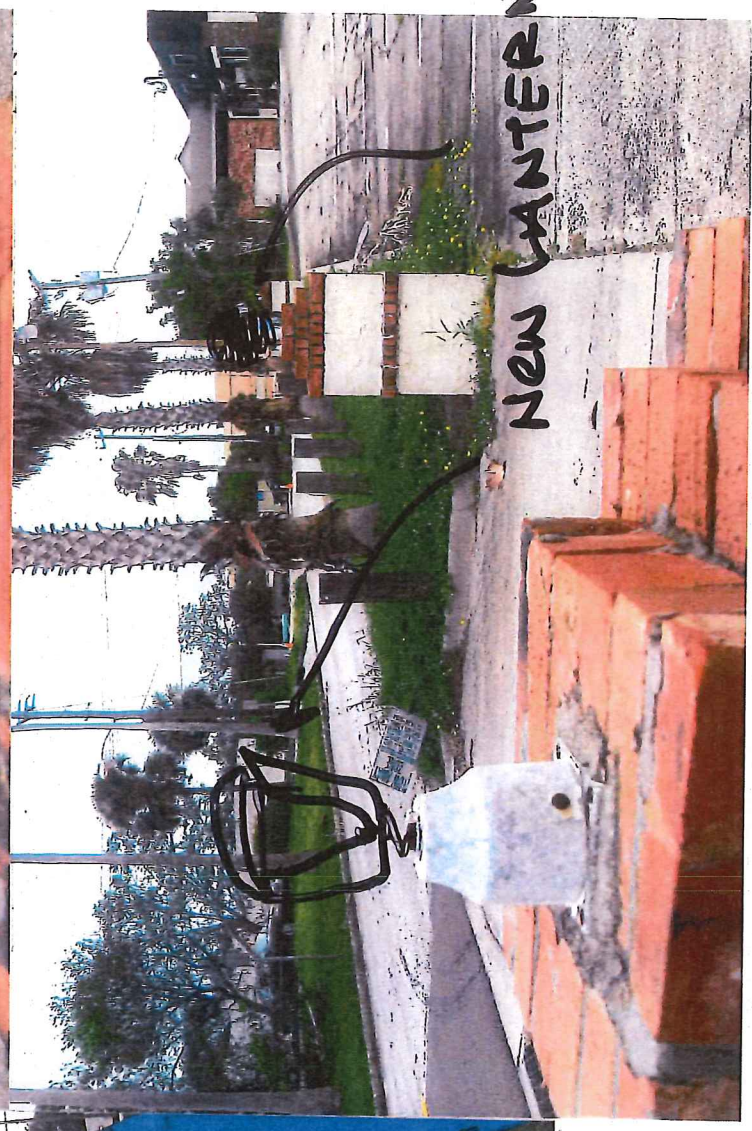
ma



REPAIR / PAINT
MAIN SIGN USI



NEW
LANTERNS



NEW
LANTERNS

TRIM 30 TREES ALONG USI

2/3/20

REPLACE
DAMAGED
SIGNS



LANDSCAPING & IRRIGATION

Spectrum Proposal
with
Sentinel Insurance Company
A member company of The Hartford
9/29/2014 - 9/29/2015

Policy Level

<u>Liability Coverage</u>	<u>Limits of Insurance</u>		<u>Premium</u>	
Business Liability:				
Broad Form Named Insured includes subsidiaries in which greater than 50% of voting stock is owned by the Named Insured	\$	Included	\$	Included
Defense Costs outside of the Limits of Insurance	\$	Included	\$	Included
Employees and Volunteers included as Insureds	\$	Included	\$	Included
Incidental Malpractice	\$	Included	\$	Included
Mental Anguish resulting from bodily injury, sickness or disease	\$	Included	\$	Included
Newly Acquired Organizations	\$	180 days	\$	Included
Non-Owned watercraft under 51 feet	\$	Included	\$	Included
Per Location General Aggregate - owned or rented premises	\$	Included	\$	Included
Personal and Advertising Liability includes coverage for discrimination or humiliation (other than employment-related)	\$	Included	\$	Included
Property Damage to borrowed equipment not being used to perform operations at the job site	\$	Included	\$	Included
Unintentional failure to disclose hazards	\$	Included	\$	Included
Additional Insured - Coverage is automatically extended to persons or organizations whose written contracts or permits with the insured require insurance to be provided	\$	Included	\$	Included
Each Occurrence	\$	1,000,000		
General Aggregate	\$	2,000,000	\$	31
Products/Completed Operations Aggregate	\$	2,000,000	\$	Included
Personal and Advertising Injury	\$	1,000,000	\$	Included
Damage to Premises Rented to You	\$	1,000,000	\$	Included
Medical Expenses	\$	10,000	\$	Included
Policy Base Premium			\$	67
Minimum Premium Difference			\$	326
State Taxes and Surcharges			\$	14.68
Terrorism	\$	Included	\$	1

Location/Building Level

Location/Building Information

Location No./Building No. : 001/001
Street Address : 300 N Cocoa Blvd
City, State and Zip Code : Cocoa, FL 32922-7797
Protection Class : 04
Class Code : 10251
Description : Churches And Other Houses Of Worship

Imperial Premium Finance, Inc.
1001 Winstead Drive, Suite 500
Cary NC 27513

**NOTICE OF REQUEST
TO INSURER
FOR REINSTATEMENT**



1-800-791-7901

PAGE 1 OF 1



000348 N

336 West 46th St LLC
P.O. Box 850
Cocoa FL 32923-0850

ACCOUNT NUMBER	06-004-893475-0
DATE OF CANCELLATION NOTICE	02/21/2006
DATE DELINQUENT PAYMENTS RECEIVED	02/21/2006
DATE OF THIS NOTICE	02/23/2006

AGENT OR BROKER

J.W. Edens & Company, Inc.
P O Box 278
Titusville FL 32781-0278

INSURED

336 West 46th St LLC
P.O. Box 850
Cocoa FL 32923

SCHEDULE OF POLICIES

POLICY NUMBER	INSURANCE COMPANY	EFFECTIVE DATE	TERM	CVG	PREMIUM
NPP958328	Western World Insurance Co United Southern Brokers	06/01/2005	12	GNL	1,637.69
HH02166975	Legion Insurance Company United Southern Brokers	06/01/2005	12	WND	3,298.32
FC10026456	Indian Harbor Insurance Company United Southern Brokers	06/01/2005	12	PRP	4,934.96

IMPORTANT

**THE POLICIES LISTED ABOVE HAVE BEEN CANCELED
REINSTATEMENT IS REQUESTED BY THE INSURED**

To the Insurer:

Lender canceled the schedule policy(s) on the cancellation date indicated because of a default by the insured under the terms of their premium finance agreement. The insured's account is now current. The insured has requested that you reinstate the above policy(s). Please immediately advise the insured, their agent and Lender if the policy(s) will be reinstated or will remain canceled. IF THE INSURANCE IS TO REMAIN CANCELED, PLEASE PROMPTLY FORWARD THE RETURN PREMIUM TO LENDER.

To the Insured:

The policy(s) listed above are canceled and are not in force until the insurance company advises you to the contrary. If you are not advised promptly, contact your insurance agent. If your insurance coverage is not reinstated, all payments made following cancellation will be credited to your account. The fact that you continue to make payment to Lender does not mean your insurance is in force. Should you discontinue making payments, any future notices sent by Lender should not cause you to believe your insurance is in force. Only the insurance company(s) or your agent can advise you as to the status of your insurance coverage.

By: 

Customer Service

PREMIUM FINANCE AGREEMENT DISCLOSURE STATEMENT AND SECURITY AGREEMENT

A.I. Credit Corp. NC License # B-66, VA License # PFD55
AICCD, Inc. NC License # B-434, VA License #PF311

Imperial Premium Finance, Inc.

101 Hudson Street, Jersey City, NJ 07302 (201) 681-6400 or (877) 902-4242
80 Pine Street, 8th Fl. New York, NY 10005 (212) 770-2900 or (877) 902-4242
200 Old Country Road, Mineola, NY 11501 (516) 663-0125 or (877) 902-4242
1790 Market Street, Suite 2000, Philadelphia, PA 19103 (215) 225-6393 or (877) 902-4242
1200 Abernathy Rd., NE, Suite 500, Bldg. 600, Atlanta, GA 30328 (770) 671-2219 or (877) 902-4242
99 High Street, 30th Fl., Boston, MA 02110 (617) 457-2341 or (877) 602-4242
390 South Riverside Plaza, Suite 2100, Chicago IL 60606 (312) 659-1410 or (877) 902-4242

A	TOTAL PREMIUMS	\$	9,657.32	INSURED/BORROWER (The "Insured") (Name, Address and Telephone Number) 336 West 46th St LLC P.O. Box 850 Cocoa FL 32923 E-mail Address (optional):	Acct. No.
B	CASH DOWN PAYMENT REQUIRED	\$	3,573.06		
C	AMOUNT FINANCED (The Amount of Credit Provided to Insured or on its behalf)	\$	6,264.26	ANNUAL PERCENTAGE RATE	10.650%
D	FINANCE CHARGE (Dollar amount credit will cost)	\$	281.26	(Cost of credit figured as a yearly rate)	
E	FLORIDA DOCUMENTARY STAMP TAX	\$	22.05	PAYMENT SCHEDULE	
F	TOTAL OF PAYMENTS (Amounts which will have been paid after making all scheduled payments)	\$	6,567.57	Amount of Each Payment	729.73
				Number of Payments	9
				1st Payment Due	06/27/2005
				Final Payment Due	02/27/2006

Quote Number: 000000413541 PFA: SYS:W PFM: 37605 CFG:SSR_SOLD_0CandS ST:SSR_JWEden_50 CND:G SP:TLV P/P:31.32 PFM:A SUB

SEE PAGE 3 FOR SCHEDULE OF FINANCED POLICIES

AGREEMENT OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)

THE UNDERSIGNED INSURED:

1. In consideration of the premium payments being financed and, if applicable, down payment being advanced by LENDER to the insurance companies listed on the SCHEDULE OF FINANCED POLICIES or their representative, promises to pay to the order of LENDER the TOTAL OF PAYMENTS to be made in accordance with the PAYMENT SCHEDULE, and if applicable, the amount of any down payment advanced by LENDER, subject to the provisions set forth in this Agreement.

2.a. Irrevocably appoints LENDER Attorney-in-Fact with full authority, in the event of default, to (i) cancel the said policies in accordance with the provisions herein, (ii) receive all sums assigned to LENDER and (iii) execute and deliver on behalf of the undersigned all documents, forms and notices relating to the insurance policies listed on the SCHEDULE OF FINANCED POLICIES in furtherance of this Agreement (Clauses (ii) and (iii) not applicable in Florida).

b. If there is an amount listed as "Brokers Fee" in the Schedule of Policies, this fee is charged under Section 2119 of the New York Insurance Law or the Law, if any, of the state in which insured lives. This fee is charged for obtaining and servicing the Policy for where the risk to be insured under the Policy resides (Not applicable in Florida, Virginia, Maryland or North Carolina).

c. A fee of \$ _____ which is not being financed, has been charged under the provisions of these Laws. If none has been charged, the word "none" is shown (Not applicable in Florida, Virginia, Maryland or North Carolina).

INSURANCE PREMIUM FINANCE AGREEMENT NOTICE

NOTICE: 1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to a complete filled-in copy of this Agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions obtain a partial refund of the service charge. 4. Keep your copy of this Agreement to protect your legal rights.

NOTICE: See Pages 2 and 3 For Additional Important Information.

**THE INSURED AGREES TO THE PROVISIONS
ABOVE AND ON PAGES 2 AND 3**

DATE SIGNATURE (AND TITLE) OF INSURED(S) OR AGENT OR
BROKER ON THEIR BEHALF (to extent permitted by Law)

AGENT OR BROKER BUSINESS ADDRESS

J.W. Edens & Company, Inc.
P O Box 278
Titusville FL 32781-0278

TEL. NO./E-MAIL ADDRESS: (321) 383-4554

The Undersigned Agent or Broker:

1. Represents and warrants as follows: (a) to the best of the undersigned's knowledge and belief, the insured's signature is genuine or, to the extent permitted by applicable Law, the undersigned Agent or Broker has been authorized by the insured to sign this Agreement on their behalf, (b) the insured has received a copy of this Agreement, (c) the scheduled Policies are in full force and effect and the premiums indicated therefore are correct, (d) the insured may cancel all scheduled policies immediately upon request, (e) none of the Policies scheduled in the Agreement are non-cancelable, and (f) the down payment as indicated in Box "B" and installments totaling \$0.00 have been collected and are being retained by us.

2. Upon cancellation of any of the scheduled Policies, the undersigned Agent or Broker agrees upon demand to pay to LENDER or its assigns their commission on any unearned premiums applicable to the cancelled Policies.

**THE AGENT OR BROKER AGREES TO
THE PROVISIONS ABOVE AND ON PAGE 3**

DATE SIGNATURE AND TITLE OF AGENT OR BROKER

ADDITIONAL AGREEMENTS OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)

3. **Cancellation.** After the occurrence of a default in the payment of any money due the LENDER or a default consisting of a transfer to a third party of any of the scheduled policies, LENDER may request cancellation of the insurance policies listed in the schedule upon expiration of 10 days written notice of intent to cancel (13 days in New York, 15 days in Pennsylvania), provided said default is not cured within such period, and LENDER may proceed to collect the entire unpaid balance due hereunder or any part thereof by appropriate legal proceedings. If any default results in the cancellation of the Policy, Insured agrees to pay a cancellation charge in accordance with applicable law (Maryland - difference between late charge and \$100; North Carolina - None; Florida - None; Virginia - None).
4. **Money Received After Cancellation.** Any payment received after policy cancellation may be credited to the indebtedness due hereunder without any liability or obligation on the part of LENDER to request reinstatement of such cancelled policy. Any sum received from an insurance company shall be credited to the balance due hereunder; any surplus shall be paid over to the insured; in case of deficiency, the insured shall pay the same (Maryland - LENDER may not collect from insured any amount less than \$5 after cancellation).
5. **Application of Payments.** If applicable law permits, all payments received by LENDER will be applied to the oldest invoice first. Any remaining amounts will be applied to late fees and other charges (if applicable), the remainder (if any) would be applied to any other outstanding amounts.
6. **Returned Check Charge.** If any payment made by check is returned because the insured had no account or insufficient funds in the payor bank, insured will be charged the maximum fee, if any, permitted under applicable law (Maryland - \$25; Florida - \$15; Virginia - \$20).
7. **Default.** If any of the following happens: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement, insured will be in default; provided, however, that to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. Clauses (b) and (c) not applicable in Florida, Virginia or North Carolina.
8. **Security.** To secure payment of all amounts due under this Agreement, insured assigns LENDER a security interest in all right, title and interest to the Policy, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under the Policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any return of the premium for the Policy, and (c) dividends which may become due insured in connection with the Policy. Clause (c) not applicable in Maryland.
9. **Right to Demand Immediate Payment in Full.** At any time after default, LENDER can demand and have the right to receive immediate payment (except to the extent otherwise provided by applicable law, in which case LENDER will have the right to receive such payment in accordance with such law) of the total unpaid balance due under this Agreement even if LENDER has not received any refund of unearned premium.
10. **Warranties.** Insured warrants to LENDER (a) to have received a copy of this Agreement and (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured. The insured represents that it is not presently the subject of or in contemplation of a proceeding in bankruptcy, receivership, or insolvency, or if it is a debtor in bankruptcy, the Bankruptcy Court has authorized this transaction.
11. **Early Payment.** At any time, insured may pay the whole amount still unpaid. If insured pays the full amount before it is due, insured will be given a refund for the unearned Finance Charge computed by the method of refund as required by applicable law.
12. **Assignments.** Insured may not assign the Policy or this Agreement without LENDER's written consent. However, insured does not need LENDER's written consent to add mortgagees or other persons as loss payees. LENDER may transfer its rights under this Agreement to anyone without insured's consent. All of LENDER's rights shall inure to the benefit of LENDER's successors and assigns.
13. **Collection.** If money is due and insured fails to pay LENDER may collect the unpaid balance from insured without recourse to the security interest granted under this Agreement.
14. **Late Charges.** Upon default in payment of any installments for not less than five days (7 day in Virginia or such greater number of days required by applicable law), insured agrees to pay a late charge in accordance with applicable law. In no event shall such late charge exceed a maximum of 5% of such installment (greater of \$25 or 1.5% in New Jersey; 5% in Massachusetts; \$100 max in Maryland; greater of \$10 or 5% in Florida).
15. **Finance Charge.** The finance charge begins to accrue from the effective date of this Agreement or the earliest inception date of the insurance Policy(ies) listed on the Schedule of Policies, whichever is earlier. If LENDER terminates this Agreement due to a default, insured will pay interest on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation and from said date until insured pays the outstanding indebtedness in full to LENDER. To the extent permitted by applicable law, the Finance Charge may include a nonrefundable agreement charge not to exceed \$20 (\$10 in DE and NY; \$12 in NJ; \$15 in NC, RI, VA and SC; \$16 in MA; \$20 in FL).
16. **Attorney's Fees.** If LENDER hires an attorney (which is not a salaried employee) to collect any money insured owes under this Agreement, insured will pay that attorney's fees and other collection costs (including collector's fees) if and to the extent permitted by applicable law (20% of amount due in Florida).
17. **Agent or Broker.** The Agent or Broker named on the front of this Agreement is neither authorized by LENDER to receive installments payable under this Agreement nor is authorized to make any representations to insured on LENDER's behalf (except to the extent expressly required by applicable law).
18. **Amendments.** If the insurance contract has not been issued at the time of the signing of this Agreement, and if the policies being financed are assigned risk policies or policies listed in a state fund, the policy numbers, if omitted herein, may be inserted in this Agreement after it has been signed (Maryland policies must show "Blender," cannot be blank).
19. **Effective Date.** This Agreement will not go into effect until it is accepted by LENDER in writing.
20. **Limitation of Liability.** Insured recognizes and agrees that LENDER is a lender and not an insurance company and that LENDER assumes no liability as an insurer hereunder. LENDER's liability for breach of any of the terms of this Agreement or the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of LENDER's gross negligence or willful misconduct.
21. **Governing Law.** The law of the State of the insured's residence shall govern this Agreement, except, for Maine insureds this contract is governed by the laws of the State of New York. For Virginia insureds this contract shall be governed by the laws of the State of Virginia.
22. **Signature and Acknowledgment.** Insured has signed and received a copy of this Agreement. If the insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of the insured. All the insureds listed in any Policy have signed, insured acknowledges and understands that insurance premium financing law does not require an insured to enter into a premium financing agreement as a condition of the purchase of any insurance policy.
23. **Additional Insured.** There is nothing in any Policy that would require Lender to notify or get the consent of any third party to effect cancellation of such Policy.

Place (X) If not Authorized (See #3 below)							
SCHEDULE OF POLICIES (Continue Schedule on Attachment if Necessary)							
Policy Number And Prefix (Itemized)	☒ V ☒ X	Full Name of Insurance Company and Name and Address of Policy Issuing Agent or Company Office To Which Premium is Paid and Notices are Sent	Type of Policy Premium	A I U N D F I O T *	M I N I M U M % M	Term in MOS. Cov by Prem.	Effective Date M / D / Y
TBA		227930 - Western World Insurance Co 923388 - United Southern Brokers	GNL :0		0	12	05/27/2005 FIN TXS/FEES ERN TXS/FEES
TBA		Arrowhead General Insurance Agency, San Diego, CA 923388 - United Southern Brokers	WND :0		0	12	05/27/2005 FIN TXS/FEES ERN TXS/FEES
TBA		502126 - Indian Harbor Insurance Company 923388 - United Southern Brokers	PRP :0		0	12	05/27/2005 FIN TXS/FEES ERN TXS/FEES
						TOTAL PREMIUMS (Record in "A")	9,637.32

*(AR=ASSIGNED RISK), (A=AUDITABLE), (LS=LOSS SENSITIVE)

ADDITIONAL REPRESENTATIONS & WARRANTIES OF BROKER OR AGENT

- Warrants that it is the authorized Policy issuing agent of the insurance companies or the broker placing the coverage directly with the insurance company on all the Policies scheduled except those indicated with an "X" above.
- Warrants that there are no policies included in this Agreement which are subject to audit, report of values, retrospective rating, or minimum earned premium, except as indicated below, and that, if there are any, the deposit or provisional premium thereon is not less than the anticipated premium to be earned for the full term of the policy.
Policy No(s): _____ Minimum earned premium, if any: \$ _____
- Warrants that there are no assigned risk policies in the Schedule of Policies except as indicated in the Schedule of Policies.
- The Agent or Broker will hold in trust for LENDER any payments made or credited to the Insured through the Agent or Broker directly, indirectly, actually or constructively, by any of the insurance companies listed in the Schedule of Policies and will pay the monies to LENDER upon demand to satisfy the then outstanding balance hereunder.
- The Agent or Broker will promptly notify LENDER in writing if any information on this Agreement becomes inaccurate.
- Warrants that all material information concerning the insured and the policies necessary for Lender to cancel the policies and receive the unearned premium has been disclosed to Lender.
- There is nothing in any Policy that would require Lender to notify or get the consent of any third party to effect cancellation of such Policy.

ACORD COMMERCIAL INSURANCE APPLICATION		DATE																		
APPLICANT INFORMATION SECTION		05/09/2005																		
PRODUCER PHONE (A/C, No, Ext): (321)383-4554 FAX (321)383-4523 J.W. Edens & Company, Inc. P.O. Box 278 Titusville, FL 32781-0278	CARRIER NAIC CODE: United Southern Brokers POLICIES OR PROGRAM REQUESTED	UNDERWRITER																		
MODE: AGENCY CUSTOMER ID 00004944	SUB CODE:																			
<table border="1"> <thead> <tr> <th>INDICATE SECTIONS ATTACHED</th> <th>EQUIPMENT FLUATER</th> <th>GARAGE AND DEALERS</th> </tr> </thead> <tbody> <tr> <td>☒ PROPERTY</td> <td>INSTALLATION/BUILDERS RISK</td> <td>VEHICLE SCHEDULE</td> </tr> <tr> <td>GLASS AND SIGN</td> <td>ELECTRONIC DATA PROC</td> <td>BOILER & MACHINERY</td> </tr> <tr> <td>ACCIDENTS/RECOVERABLE/VALUABLE PAPERS</td> <td>☒ COMMERCIAL GENERAL LIABILITY</td> <td>WORKERS COMPENSATION</td> </tr> <tr> <td>CRIME/MISCELLANEOUS CRIME</td> <td>BUSINESS AUTO</td> <td>UMBRELLA</td> </tr> <tr> <td>TRANSPORTATION/TRACTOR TRUCK CASSO</td> <td>TRUCKERS/MOTOR CARRIER</td> <td></td> </tr> </tbody> </table>			INDICATE SECTIONS ATTACHED	EQUIPMENT FLUATER	GARAGE AND DEALERS	☒ PROPERTY	INSTALLATION/BUILDERS RISK	VEHICLE SCHEDULE	GLASS AND SIGN	ELECTRONIC DATA PROC	BOILER & MACHINERY	ACCIDENTS/RECOVERABLE/VALUABLE PAPERS	☒ COMMERCIAL GENERAL LIABILITY	WORKERS COMPENSATION	CRIME/MISCELLANEOUS CRIME	BUSINESS AUTO	UMBRELLA	TRANSPORTATION/TRACTOR TRUCK CASSO	TRUCKERS/MOTOR CARRIER	
INDICATE SECTIONS ATTACHED	EQUIPMENT FLUATER	GARAGE AND DEALERS																		
☒ PROPERTY	INSTALLATION/BUILDERS RISK	VEHICLE SCHEDULE																		
GLASS AND SIGN	ELECTRONIC DATA PROC	BOILER & MACHINERY																		
ACCIDENTS/RECOVERABLE/VALUABLE PAPERS	☒ COMMERCIAL GENERAL LIABILITY	WORKERS COMPENSATION																		
CRIME/MISCELLANEOUS CRIME	BUSINESS AUTO	UMBRELLA																		
TRANSPORTATION/TRACTOR TRUCK CASSO	TRUCKERS/MOTOR CARRIER																			

STATUS OF SUBMISSION			PACKAGE POLICY INFORMATION			
QUOTE	ISSUE POLICY	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.	PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN
20000 (Give Date and/or Attach Copy):			05/27/2005	05/27/2006	DIRECT BILL	AGENCY BILL
DATE	TIME	AM				
		PM				

APPLICANT INFORMATION		MAILING ADDRESS INCL ZIP+4 (for First Named insured)
NAME (First Named Insured & Other Named Insureds)	FEIN OR SOC SEC # (of First Named Insured)	Brevard
336 West 46th St. LLC	PHONE (321)635-1916	P.O. Box 850
	(A/C, No, Ext):	Cocoa, FL 32923
INDIVIDUAL ☒ CORPORATION ☒ SUBCHAPTER S CORPORATION ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ LIMITED CORPORATION ☐	NOT FOR PROFIT ORG ☐ OR BUREAU NAME ☐ ID NUMBER ☐	YEAR BUS STARTED 2005
INSPECTION CONTACT	PHONE (A/C, No, Ext): (321)635-1916	ACCOUNTING RECORDS CONTACT
Mr. O'Flaherty		PHONE (A/C, No, Ext):

PREMISES INFORMATION			CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	☒ INSIDE	☒ OWNER	1984	all
00001	00001	300 N. Cocoa Blvd. Brevard FL 32922	☐ OUTSIDE	TEENANT		Building LRO
		Cocoa	☐ INSIDE	OWNER		
			☐ OUTSIDE	TEENANT		
			☐ INSIDE	OWNER		
			☐ OUTSIDE	TEENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)
Building leased to a steakhouse/restaurant

GENERAL INFORMATION	
EXPLAIN ALL "YES" RESPONSES	YES, NO, EXPLAIN ALL "YES" RESPONSES
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
4. ANY CATASTROPHE EXPOSURE?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
6. ANY POLICY OF COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (NOT APPLICABLE IN ME)	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION, ALLEGATIONS, DISCRIMINATION OR RECURRENT INJURY?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? In RI, the question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor if punishable by a sentence of up to 10 years of imprisonment.	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES
10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?	☒ YES, NO, EXPLAIN ALL "YES" RESPONSES

REMARKS
Insured is purchasing building on 5-15-05. Building is going to be leased to a Steakhouse/restaurant. Building completely renovated in 2001 and in very good shape. Located on the eastside of U.S. Hwy 1 in Cocoa.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (IN: SUBSTANTIAL) CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR; IN ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED)

APPLICANT'S SIGNATURE 	PRODUCER'S SIGNATURE
ACORD 125 (7/98)	PLEASE COMPLETE REVERSE SIDE
	© ACORD CORPORATION 1993

ACORD PROPERTY SECTION						DATE 05/09/2005					
PRODUCER PHONE (321) 383-4554 FAX (321) 383-4523 J.W. Edens & Company, Inc. P.O. Box 278 Titusville, FL 32781-0278			APPLICANT (First Named Insured) 336 West 46th St. LLC								
CODE: AGENCY CUSTOMER ID: PREMISES INFORMATION			EFFECTIVE DATE 05/27/2005		EXPIRATION DATE 05/27/2006		DIRECT BILL AGENCY BILL	PAYMENT PLAN	AUDIT		
SUB CODE:			FOR COMPANY USE ONLY								
PREMISES INFORMATION			STREET ADDRESS: 300 N. Cocoa Blvd.								
SUBJECT OF INSURANCE Building			AMOUNT 900,000		COINS % VALUATION 80RC		CAUSES OF LOSS Special (Inc luding theft		DEDUCTIBLE 1,000 2% hurricane/wind/hail deductible		
ADDITIONAL INFORMATION - BUSINESS INCOME/EXTRA EXPENSE											
TYPE OF BUSINESS NON MFG MFG MINING % COINS			ORDINARY PAYROLL EXCL INCL 90 DAYS 130 DAYS \$			POWER/HVAC ELEC MEDIA DAYS \$ ORD OR LAW DAYS			EXT PERIOD DAYS \$ MO PERIOD \$ LIMIT MAX PERIOD		
BUSINESS INCOME W/O EXTRA EXPENSE TUITION FEES STUDENTS OTHER ED SERVING			OFF PREM POWER POWER WATER COMM (DESCR BELOW)			DEPEND PROP % COIN CONT LOC REC LOC MFG LOC LDR LOC (DESCR BELOW)			EXTRA EXPENSE DAYS PERIOD REST		
NAME AND ADDRESS(ES) FOR OFF PREM POWER OR DEPEND PROP			LIMIT LOSS PAY \$ % % %								
ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION											
CONSTRUCTION TYPE Joisted masonry											
BUILDING IMPROVEMENTS X WIRING, YR: 2001 X ROOFING, YR: 2001 OTHER:			PLUMBING, YR: 2001 HEATING, YR: 2001 WIND CLASS LEFT EXPOSURE & DISTANCE			FIRE DISTRICT/CODE NUMBER Cocoa BLDG CODE GRADE TAX CODE ROOF TYPE Other			PHOT CL, # STORIES, # BASMT'S, YR BUILT, TOTAL AREA 5 1 1984 17,288		
RIGHT EXPOSURE & DISTANCE retail building			WIND CLASS retail building			HEATING BOILER ON PREMISES? YES NO			IF YES, IS INSURANCE PLACED ELSEWHERE? YES NO		
BURGLAR ALARM TYPE BURGLAR ALARM INSTALLED AND SERVICED BY			CERTIFICATE # EXPIRATION DATE			EXTENT GRADE # GUARDS/WATCHMEN			CENTRAL STATION WITH KEYS CLOCK HOURLY		
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO/Chemical Systems) smoke det fire ext ansul sys			% SPRINK FIRE ALARM MANUFACTURER			CENTRAL STATION LOCAL BONG					
ADDITIONAL INTERESTS											
RANK: NAME AND ADDRESS			EVIDENCE CERTIFICATE POLICY		RANK: NAME AND ADDRESS			EVIDENCE CERTIFICATE POLICY			
INTEREST LOSS PAYER MORTGAGEE			INTEREST LOSS PAYER MORTGAGEE		INTEREST LOSS PAYER MORTGAGEE			INTEREST LOSS PAYER MORTGAGEE			
VALUE REPORTING INFORMATION											
REPORTING FORM: PROVIDE AVERAGE VALUES FOR LAST 12 MONTHS SUBJECT OF INSURANCE			PREMISES/ BUILDING		ANY OTHER LOCATION DECLARED AT INCEPTION		ANY OTHER LOCATION ACQUIRED AFTER INCEPTION		PREMISES NOT OWNED OR ACQUIRED LIMIT		



AGENDA ITEM V – 2

Budget Transfer to
Professional Services

MEMO DATE: November 8, 2017
AGENDA DATE: November 14, 2017
PREPARED BY: Samia Singleton, Redevelopment Specialist
REQUESTED ACTION: Approve a budget transfer of \$12,706 from the Infrastructure Account (110-3230-559.63-00) to the Professional Services Account (110-3230-559.31-00) to cover the costs of demolition of the former Coast Guard Auxiliary Building and playground equipment in Lee Wenner Park.

BACKGROUND

The Cocoa Community Redevelopment Agency (CRA) FY2018 Adopted Budget includes \$200,000 in the Infrastructure Account for Lee Wenner Park Safety and Security Improvements. The demolition of both the former Coast Guard Auxiliary Building and playground equipment have been identified as projects that need to be completed under the scope of the Lee Wenner Park Safety and Security Improvements Project.

SUMMARY

Since the City does not plan to construct a new building or install new playground equipment at this time, staff determined that the Infrastructure Account is not the appropriate account to charge the expenses related to the demolition. This necessitates a budget transfer of \$12,706 from the Infrastructure Account to the Professional Services Account.

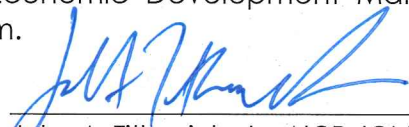
BUDGETARY IMPACT

This transfer will result in a deduction of \$12,706 from the Infrastructure Account (110-3230-559.63-00) and an increase of \$12,706 to the Professional Services Account (110-3230-559.31-00).

REVIEWED BY:

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

City Manager


John A. Titkanich, Jr., AICP, ICMA-CM

Community Services Director


Karen D. Hamilton

Economic Development Manager


Larry J. Lallo, CECD EDPF

Finance Director


Teri Butler

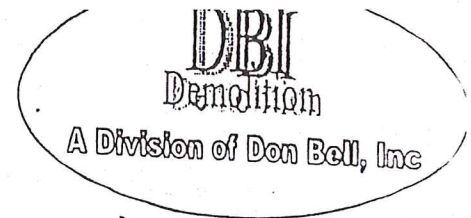
REQUESTED MOTION

Approve a budget transfer of \$12,706 from the Infrastructure Account (110-3230-559.63-00) to the Professional Services Account (110-3230-559.31-00) to cover the costs of demolition of the former Coast Guard Auxiliary Building and playground equipment in Lee Wenner Park.

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DEMOLITION PROPOSAL



JOB ADDRESS: Lee Winter Park
(COMMERCIAL) Cold Coast Grand Building

2838 Sarno Road
Melbourne, FL 32935
321-725-4239
Fax 321-253-1535

Attn: Gary Palmer - (321) 433-8772 - E-mail: gpalmer@cocoatl.org

UNIT PRICES (DRY DEMOLITION ONLY)

LINE	DESCRIPTION	UNIT PRICE	SOFT/LF	PRICE
1	WOOD FRAME BUILDING	SF \$ 1.15	3780	4,347 ⁰⁰
2	CBS BUILDINGS	SF \$ 1.15		
3	Asbestos Survey (only)			
4	Abatement to be Determined after Survey			2,275 ⁰⁰
5	MANUFACTURED HOMES	SF \$ 1.40		N/A
6	SEPTIC TANKS/GREASE TRAPS	SF \$ 800.00 EA		
7	FILL MATERIALS	CY \$ 12.00	72	864 ⁰⁰
8	SEED (ENTIRE SITE)	SF .05	9200	460 ⁰⁰
9	MASONRY WALL	LF \$ 7.00		
10	CONCRETE/ASPHALT WALKS & DRIVES	SF .75	940	705 ⁰⁰
11	FENCING	LF \$ 1.00		
12	ERROSION CONTROL BARRIER	LF \$ 1.00	400	400 ⁰⁰

TOTAL 6,798⁷⁵

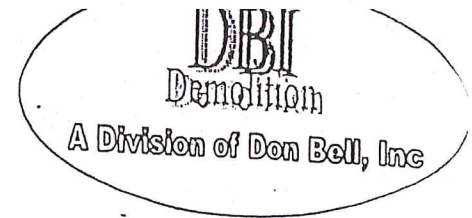


VENDOR NO.: 7633
VENDOR FAX NO.: 321-253-1535
VENDOR PH NO.: 321-725-4239

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DEMOLITION PROPOSAL



JOB ADDRESS: Lee Winter Park
(COMMERCIAL) (Play ground Equipment (only))

2838 Sarno Road
Melbourne, FL 32935
321-725-4239
Fax 321-253-1535

UNIT PRICES (DRY DEMOLITION ONLY)

LINE	DESCRIPTION	UNIT PRICE	SOFT/LF	PRICE
	Play ground Equipment			3,200 ⁰⁰
	Removal of Mulch			800 ⁰⁰
3	Removal Rubber Matting			600 ⁰⁰
4	PATENTED METAL BUILDINGS	SF \$ 1.05		
5	MANUFACTURED HOMES	SF \$ 1.40		
6	SEPTIC TANKS/GREASE TRAPS	SF \$ 800.00 EA		
7	FILL MATERIALS	CY \$ 12.00	54	648 ⁰⁰
8	SEED (ENTIRE SITE)	SF .05	7200	360 ⁰⁰
9	MASONRY WALL	LF \$ 7.00		
10	CONCRETE/ASPHALT WALKS & DRIVES	SF .75		
11	FENCING	LF \$ 1.00		
12	ERROSION CONTROL BARRIER	LF \$ 1.00	300	300 ⁰⁰

TOTAL 5,908⁰⁰



VENDOR NO.: 7633
VENDOR FAX NO.: 321-253-1535
VENDOR PH NO.: 321-725-4239



AGENDA ITEM V – 3
5-Yr Waterfront Master Plan

MEMO DATE: November 9, 2017
AGENDA DATE: November 14, 2017
PREPARED BY: Samia Singleton, Redevelopment Specialist
REQUESTED ACTION: Authorize staff to retain the services of Infrastructure Solutions Services to prepare a Five-Year Cocoa Waterfront Development Plan consistent with the 2008 Cocoa Waterfront Master Plan; and approve a budget transfer of \$35,000 from the Cocoa CRA Contingency Account to the Professional Services Account to cover the costs of preparing the Five-Year Plan.

BACKGROUND

In 2008, the Cocoa Community Redevelopment Agency (CRA) retained Glatting Jackson Kercher Anglin, as the consulting firm to develop a Cocoa Waterfront Master Plan. The Plan included an Implementation Strategy to improve the activity of the waterfront and connectivity to it. Four general waterfront objectives were established at the outset of the project:

- Connect the riverfront boardwalk along the river
- Extend the T-dock to accommodate larger vessels
- Establish a public mooring field
- Connect Cocoa Village to the River

With an initial assessment of the recent devastation to the Cocoa Waterfront caused by Hurricane IRMA, and the economic growth of Cocoa Village since 2008, the Cocoa CRA Board felt it was prudent, and an opportune time to cast a new vision for the Cocoa Waterfront consistent with the Master Plan. In recent years, several of the Implementation action items were initiated, and have been in different stages of development. The Cocoa CRA Board felt that improvement of the waterfront is directly related to the image and viability of the City of Cocoa and its downtown. Therefore the CRA Board felt it was imperative that a new Waterfront Vision should be created and that any new vision, should be realistically achievable within 5 years.

SUMMARY

ISS will soon conclude a final Hurricane IRMA Damage Assessment of the Waterfront. ISS will retain the services of Mr. Peter Sechler, PLA/AICP, Director of Community Solutions Group (CSG), as a Waterfront Development Specialist. Mr. Sechler championed the Waterfront Master Plan, on behalf of Glatting Jackson Kercher Anglin, and has a deep acquaintance, understanding and appreciation of Cocoa and the Waterfront. With Agency approval, staff will retain the services of Infrastructure Solutions Services (ISS)

through the existing Continuing Services Agreement (CSA) to serve as the lead consultant on the project.

For an amount not to exceed \$35,000, ISS would conduct the following work, with CSG, as subcontractor:

- Manage the project, by providing oversight, and manage public participation
- Submit an Assessment of Hurricane Damage
- Identify the Issues and the Opportunities that are currently presenting themselves to create an attractive and functionally viable Cocoa Waterfront:
- Coordinate the creation of a fresh collaborative vision;
- Prioritize a Five-Year Cocoa Waterfront Strategic Plan.

Staff proposes the following schedule in creation of the Waterfront Development Plan:

November 16: Staff will attend the Cocoa Village Neighborhood Association Meeting to discuss the waterfront.

December 18 or 19: Staff will hold an informal kick off meeting to discuss the Plan, and Citizen Engagement Strategy.

January 10: Cocoa CRA Board holds a detailed discussion about the development of the Waterfront Development Plan, prior to the open public discussion.

January 23: Cocoa CRA will hold a special public meeting where we will invite the public for public and stakeholder participation.

February 13: the Waterfront Development Plan Presentation will take place.

Staff feels it is critical that we take assertive action at this time to develop a new plan for our waterfront and prepare for the grant opportunities that are under development.

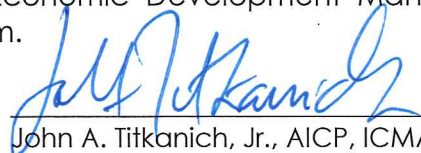
BUDGETARY IMPACT

Staff has prepared a budget transfer of \$35,000 from the Contingency Account (110-3230-559.39-00) to the Professional Services Account (110-3230-559.31-00). The Contingency Account currently has a balance of \$35,936

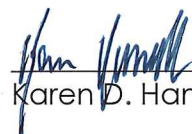
REVIEWED BY:

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

City Manager


John A. Titkanich, Jr., AICP, ICMA-CM

Community Services Director


Karen D. Hamilton

Economic Development Manager


Larry J. Lallo, CECD EDP

Finance Director

 11.14.17
Teri Butler

REQUESTED MOTION

Authorize staff to retain the services of Infrastructure Solutions Services to prepare a Five-Year Cocoa Waterfront Development Plan consistent with the 2008 Cocoa Waterfront Master Plan; and approve a budget transfer of \$35,000 from the Cocoa CRA Contingency Account to the Professional Services Account to cover the costs of preparing the Five-Year Plan.



AGENDA ITEM V – 4
Oaks Mobile Home Site RFP

MEMO DATE: November 13, 2017
AGENDA DATE: November 14, 2017
PREPARED BY: Larry Lallo, Economic Development Manager
REQUESTED ACTION: Authorize staff to prepare, issue and market a Request for Proposals (RFP), subject to the conveyance of the property from the City to the CRA, to redevelop the 4.32 acre former Oaks Mobile Home Park site at 915 Florida Avenue consistent with the Highest and Best Use Analysis.

BACKGROUND

The subject property contains 4.32 acres, and is located at the Southwest corner of Rosa L. Jones Blvd. and Florida Avenue. The property is owned by the City of Cocoa and comprised of two adjacent parcels of land. One site is situated at the intersection of Florida Avenue and Rosa L. Jones Blvd, in the City of Cocoa, containing 4.32 acres (24-36-33-00-00755). The other site is a .55-acre parcel (24-36-33-80-00023 0-0000.00) located in the City of Rockledge (See attached Survey and MOU).

Pursuant to a Memorandum of Understanding (MOU), dated January 12, 2016, by and between the City and the Cocoa CRA, the City agreed to convey the property to the Cocoa CRA. The purpose of the MOU was to outline the terms of the conveyance of the property, for that portion situated in the City of Cocoa if the City were successful in purchasing the property. The CRA would ultimately be responsible for providing oversight and guiding the RFP and Development Process. In the event that the City took ownership of the property, the MOU provided for the City to sell the property to the CRA for an amount not to exceed \$800,000.

With the direction by the Cocoa CRA Board, staff, had the property surveyed, and engaged a Consultant to conduct a Highest and Best Use Analysis to determine the highest and best and most market feasible use. The Analysis was completed by Bass Fletcher Associates, Inc., Also staff engaged an Appraisal firm to have the property appraised, which was completed by Tuttle-Armfield-Wagner Appraisals and Research, Inc., The Appraised value for the parcel located within the Cocoa CRA is \$750,000.

SUMMARY

COCOA WATERFRONT MASTER PLAN CONNECTION:

The Cocoa Waterfront Masterplan identifies that the area south of the Village just south of Rosa L Jones Boulevard, east of U.S. 1 is a critical gateway to the City and the Cocoa

Village district. The Plan observes that the amalgamation of light industrial property, mobile homes, and commercial property in the area are enormous detriments to the success of the Cocoa RDA in becoming an attractive gateway to the City. The Plan recommends the City work to create a residential redevelopment opportunity and that the property could become an excellent candidate for a residential lifestyle center mixed use development that would be connected to the community adding value to the overall Cocoa Village District, and Cocoa.

HIGHEST AND BEST USE ANALYSIS:

The Highest and Best Use Analysis makes the following observations:

- Prices within the market area of the property have been steadily increasing for several years.
- The Cocoa Village Area is increasingly becoming an attractive destination location and a highly desirous place to live.
- The site has 420 feet of frontage on Rosa L. Jones Blvd, and 460 feet of frontage on the newly redeveloped Florida Avenue, and is adequately served with public utilities.
- The panhandle area of the parcel in Rockledge has limited development potential.
- Several legally permissible uses were analyzed those being residential use; office use; cultural institution uses; hotels; services and retail/commercial use; and mixed use projects.
- The highest market demand is clear only for residential uses.

Four different high intensity development scenarios were analyzed as follows:

- Small 1200 square foot Townhomes
- Medium 1600 Square foot Townhomes
- Large 2,000 square foot Townhomes
- Rental Units comprised of 1,000 square feet

With these due diligence items being completed, it is time to prepare and market an RFP in order for the CRA to select a developer, negotiate the terms of sale, sell the property to the CRA, and subsequently for the CRA to sell the property to the Developer.

BUDGETARY IMPACT

N/A

REVIEWED BY:

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

City Manager


John A. Titkanich, Jr., AICP, ICMA-CM

Community Services Director


Karen D. Hamilton

Economic Development Manager

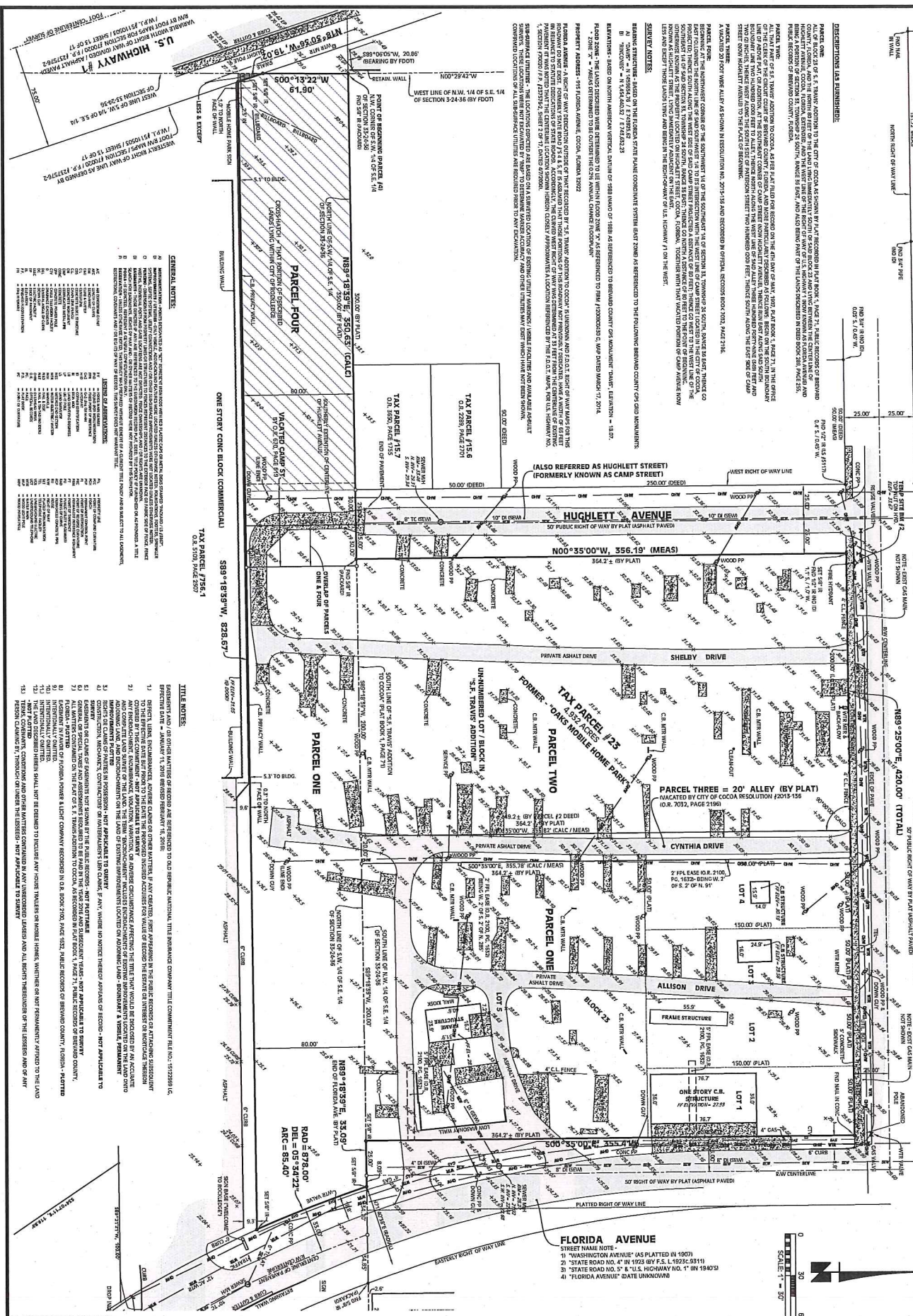

Larry J. Lallo, CECD, EDP

REQUESTED MOTION

Authorize staff to prepare, issue and market a Request for Proposals (RFP), subject to the conveyance of the property from the City to the CRA, to redevelop the 4.32 acre former Oaks Mobile Home Park site at 915 Florida Avenue consistent with the Highest and Best Use Analysis.

SKETCH OF SURVEY

ROSA L. JONES DRIVE
(FORMERLY PONSSETT STREET & PATTERSON STREET)



1) 2/18/16 REV. DESCRIPTION
2) 2/18/16 MISC REVISIONS

PREPARED FOR & OFFERED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES REFERRED HEREON.
THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES THAN THOSE SPECIFICALLY STATED ON THE SURVEY.
THE SURVEYOR'S LIABILITY IS LIMITED TO THE SERVICES SPECIFICALLY STATED ON THE SURVEY.

BOUNDARY & TOPOGRAPHIC SURVEY FOR:
CITY OF COCOA
WINDHAM HOLDINGS, LLC
GARGANSE, WEISS & D'AGRESTA, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DATE: 2/12/16
DWG #: 14-725
NOTES: FILES
JOB #: 14-725-2
SHEET: 1 OF 1

r.m. packard
surveying & mapping
197 BROADWAY DRIVE / SUITE 100
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-6335 • FAX (321) 631-7392
FLORIDA CERTIFICATE #5849



I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY
SUPERVISION AND THAT IT MEETS THE STANDARDS
OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS
AND MAPPERS IN CHAPTER 2014-17, F.A.C. PURSUANT TO SECTION
472.027, FLORIDA STATUTES SUBJECT TO NOTES HEREON.

ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3667

NOT VALID WITHOUT
ORIGINAL SIGNATURE
AND EMBOSSED WITH
SURVEYOR'S SEAL



AGENDA ITEM V – 5
Parking Study/
Former City Hall Site RFP

MEMO DATE: November 8, 2017
AGENDA DATE: November 14, 2017
PREPARED BY: Karen D. Hamilton, Community Services Director
REQUESTED ACTION: Provide Agency staff direction to either continue the original April 28, 2017 RFP for 603 Brevard Avenue or withdraw the RFP and direct staff to reissue a revised RFP which includes a public parking component of the redevelopment project.

BACKGROUND

A Request for Proposals (RFP) was issued on April 28, 2017 to develop the former City Hall site at 603 Brevard Avenue. The request was intended to solicit proposals to develop the site for its highest and best use. Three proposals were received and all included housing, some retail and supportive parking. Proposals were evaluated and ranked by staff.

On May 2017 Rich and Associates Inc. were engaged to revise the Historic Cocoa Village Parking Study, originally completed in October 2007. The update sought to identify existing parking, analyze parking demands, and evaluate potential sites for feasibility of a parking facility.

Prior to presenting the RFP Selection committee ranking to the CRA board the parking consultant informed staff that they believed it appropriate to evaluate the 603 Brevard site for the suitability of a parking structure (with or without uses). Subsequently, staff presented this information to the CRA Board at its regularly scheduled meeting of July 2017. The CRA Board voted to place the RFP process on hold pending the results of the parking study update.

The Study focused on a 45-block area; bounded by Peachtree Street to the north, the riverfront to the east, the southern limits of the Cocoa CRA, Hughlett Avenue to the west below King St and Ridgeway Avenue to the north of King to Peachtree (See Map 6). An inventory of existing parking included a survey of public and private supply.

The parking consultant is in the final stages of quality assurance and quality control to finalize and issue the study. However, they did provide the site evaluation for the considered sites. Below represents a general overview and summary of the Study.

SUMMARY

PARKING SUPPLY

The Study provides a breakdown of the current parking supply as follows:

- 841 Public parking spaces
 - On-street spaces - 386
 - Off-street spaces - 455
- 1,634 Private parking spaces

Total parking supply of 2,475.

PARKING MANAGEMENT

The City of Cocoa manages and controls 34% of the parking in the downtown. The Study suggests best practices are for a City to maintain at least 50% of supply to effectively manage the parking in terms of allocation, changing demand, market pricing, and allows the parking to be enforced with greater efficiency.

TURNOVER

Turnover or how many vehicles use the same parking space during the day, is another important aspect of the Study. Cars are generally allowed to remain in an on-street space for 2-3 hours. Approximately half of the vehicles observed were parked between 4-6 hours and the remainder stayed in the same space for over 6 hours. On-street supply is limited because parking time limits are not currently enforced.

OCCUPANCY

Peak occupancy of public spaces was between 11:00 am and 1:00 pm. Both public and private spaces were in highest demand between 1:00 pm and 3:00 pm. Occupancy for the downtown core (Between Florida Ave to the west, King Street to the north, the riverfront to the east, and Church Street to the south) is greatest between 11:00am and 3:00pm.

DEMAND

Parking demand is highest during the fall and winter months and during special-events. Public and private spaces are often used at night and on weekends to meet increased demand. Special-event attendees also use available parking outside of the downtown core.

DEFICIT

The Study claims a current parking deficit of approximately 384 spaces in the downtown core and 232 spaces when the parking area is expanded further south and west (see attachment). The deficit could increase if new development is built on existing parking lots without providing parking suitable to the use. The deficit may be reduced over time if 1) new businesses provide parking or pay towards parking or 2) the City enters into shared use parking agreements with private lot owners.

PROPOSED SITES

Six proposed sites were reviewed for feasibility of construction of a parking facility, as shown on Map 6, attached. The 6th site was located near the intersection of Dellanoy and Harrison and was determined to be inefficient due to the narrowness of the site and is not included in the sites that were studied for potential parking structures.

The subject property of the RFP for redevelopment, 603 Brevard Avenue, is one of the five potential future parking sites proposed.

The other sites considered are:

- Bank of America
- Chase Bank
- Oleander Street Parking lot
- The Elks Lodge

SITE RANKING

The feasibility of developing parking on the five sites was evaluated using the following weighted criteria (City of Cocoa Site Evaluation Matrix).

- Proximity to Demand
- Compliance with the Master Plan
- Demolition and Relocation of current activities on site
- Effect on traffic
- Pedestrian/ vehicle interaction
- Pedestrian Access
- Net added space, (efficiency)
- Ability to obtain site control
- Relative Costs (cost per net added space)
- Mixed-use opportunities

The Former City Hall Site (Site Number 3) was ranked first as a site to construct a potential parking facility.

PROPOSED SOLUTIONS

The Study proposed four options for addressing future parking demands:

1. Do nothing;
2. Create additional on-street parking by maximizing and reconfiguring existing on-street spaces;
3. Provide a new surface public parking; or
4. Provide a new public parking facility.

SOLUTION ANALYSIS

Below represents a brief analysis to the proposed solutions. It should also be noted that the parking consultant indicated that prior parking management recommendations (2007 Study) should be fully re-considered and implemented as they represent best practices management and would enhance the Cocoa CRA's parking conditions.

The "Do nothing" or not responding to the parking situation would severely limit the development potential in the core downtown and impact existing economic vibrancy, which could lead to disinvestment over the perceived lack of parking.

The creation of new on-street parking spaces would be a relatively inexpensive option of reducing a significant portion of the parking deficit. This option has been evaluated by the City's contracted transportation engineer and Public Works Director, and preliminarily it is believed that approximately 150 on-street parking spaces could be attained. Based on a the least expensive estimate of per space construction costs, approximately \$22,000, 150 public parking spaces would cost \$3.3 million, versus \$250,000 to reconfigure, repave and stripe existing available spaces. Additionally, the annual O&M costs (\$375 - \$500 p/space p/year) are eliminated for these spaces.

A new public parking lot would be a relatively moderate-cost alternative to reducing the parking deficit. However, building a surface parking lot would inefficiently allow for a single-use of the selected site, resulting in the loss of development potential and revenue and would yield a minimum number of spaces. Moreover, there a few vacant properties that could easily be acquired in the Cocoa Village area yielding a sufficient number of parking spaces.

The construction of a parking facility would be the most expensive method of addressing the parking deficit, especially if it was fully public funded. Furthermore, a fully public funded parking structure comes with annual O&M costs ranging between \$375 and \$500 per space per year. Incorporating a parking garage as part of a mixed-use development would help defray construction and maintenance costs while allowing for additional revenue.

Staff believes that an increase in parking could happen through both maximizing on-street parking opportunities and incorporating parking requirements into a reissued RFP for 603 Brevard Avenue. Additionally, the CRA could evaluate partnership opportunities with redevelopment that occurs in Cocoa Village, such as the future redevelopment of the Bank of America or other sites. Subject to the negotiated deal structure, the CRA could find itself making a financial contribution (or land donation) for a set number of public parking spaces. Equally important a partnership would relieve the CRA of the full expense of constructing, operating and maintaining an independent parking structure, the risks and costs could be equally borne by the Cocoa CRA and the private development and business community.

BUDGETARY IMPACT

Based on the Cocoa CRA Board's direction staff will evaluate the budgetary impact to the CRA both short and long-term.

REVIEWED BY:

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

City Manager


John A. Titkanich, Jr., AICP, ICMA-CM

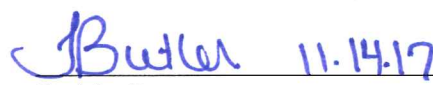
Community Services Director


Karen D. Hamilton

Economic Development Manager


Larry J. Lallo, CECD EDFP

Finance Director

 11.14.17
Teri Butler

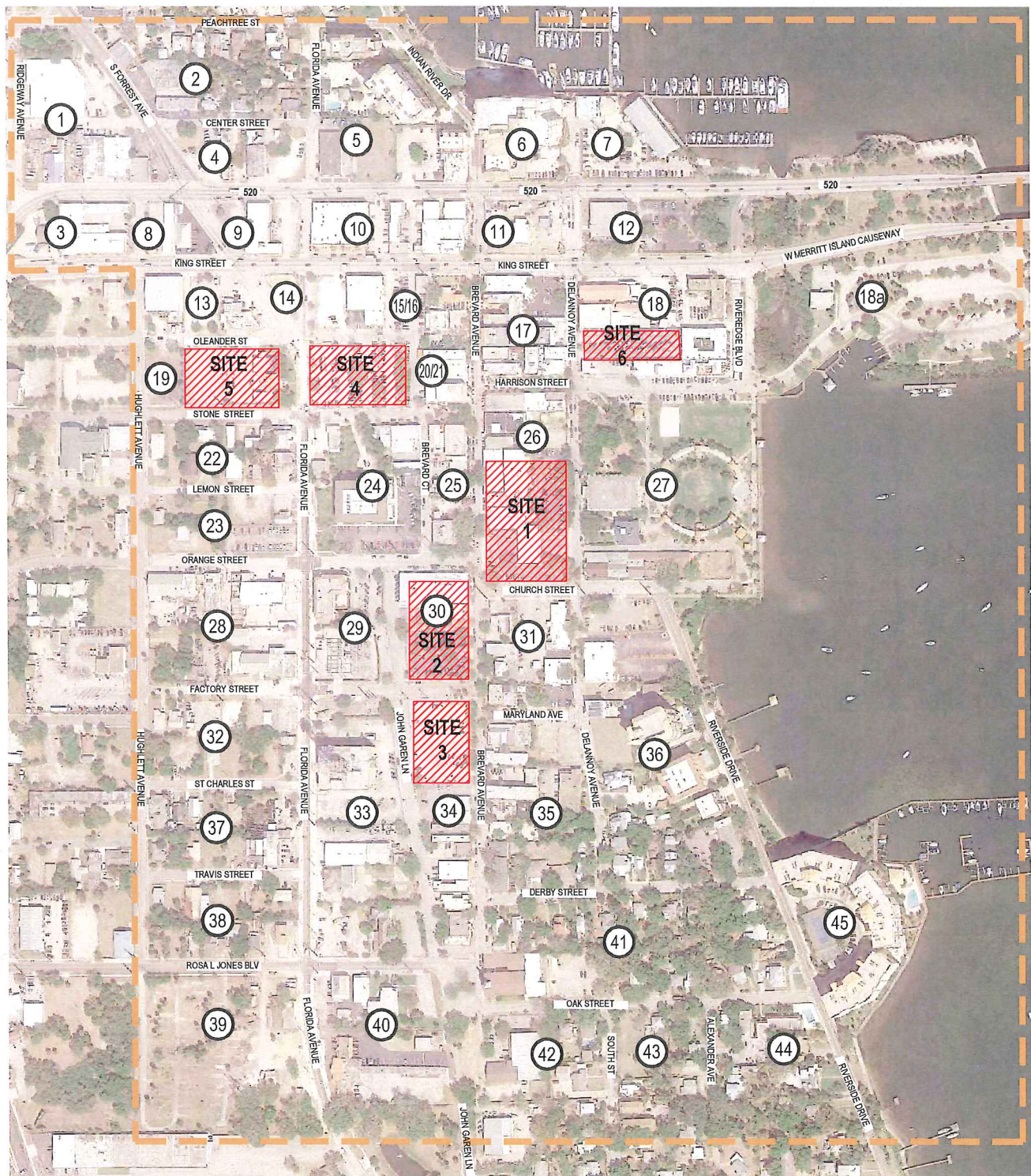
REQUESTED MOTION

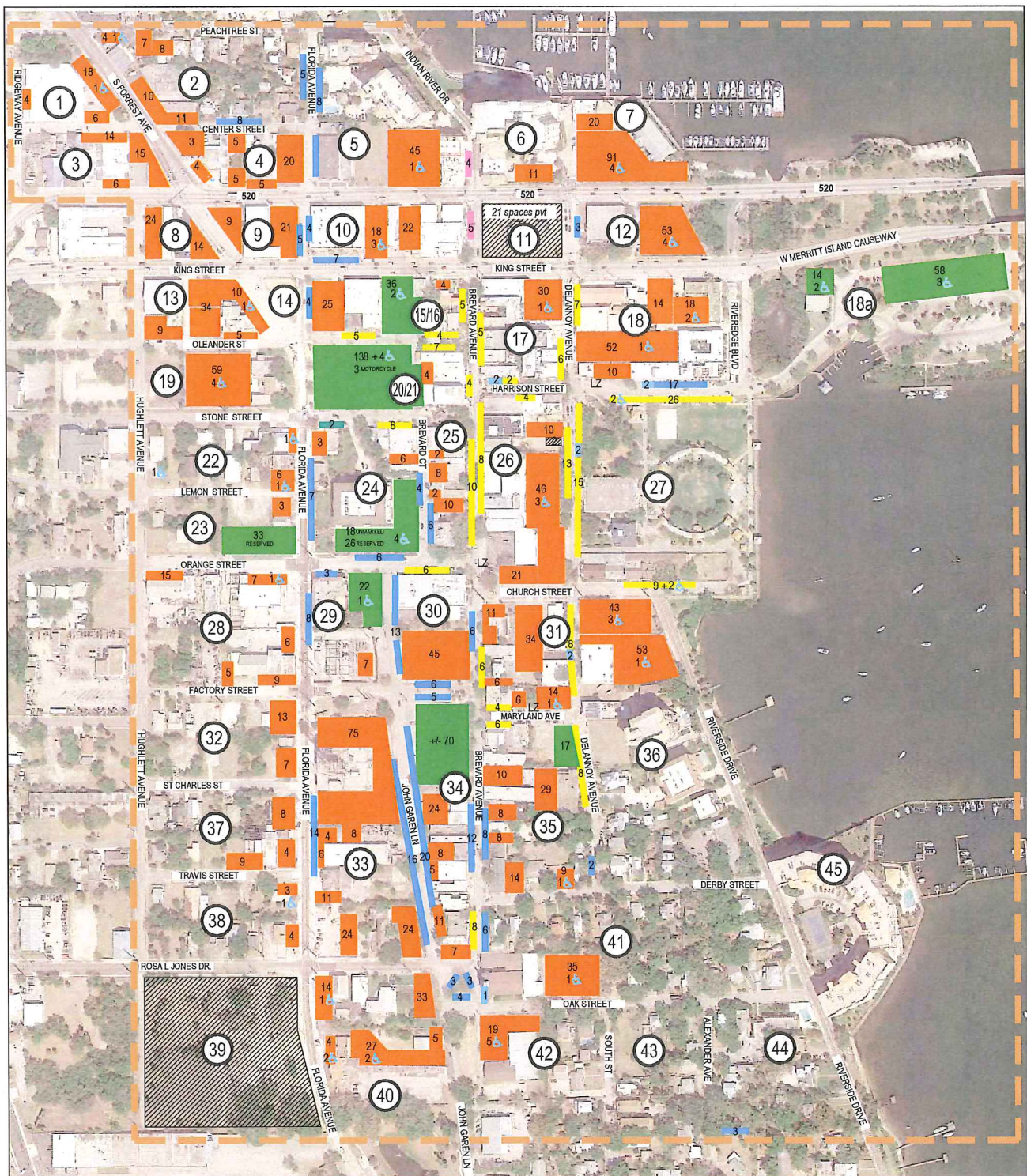
Provide Agency staff direction to either continue the original April 28, 2017 RFP for 603 Brevard Avenue or withdraw the RFP and direct staff to reissue a revised RFP which includes a public parking component of the redevelopment project

CITY OF COCOA SITE EVALUATION MATRIX

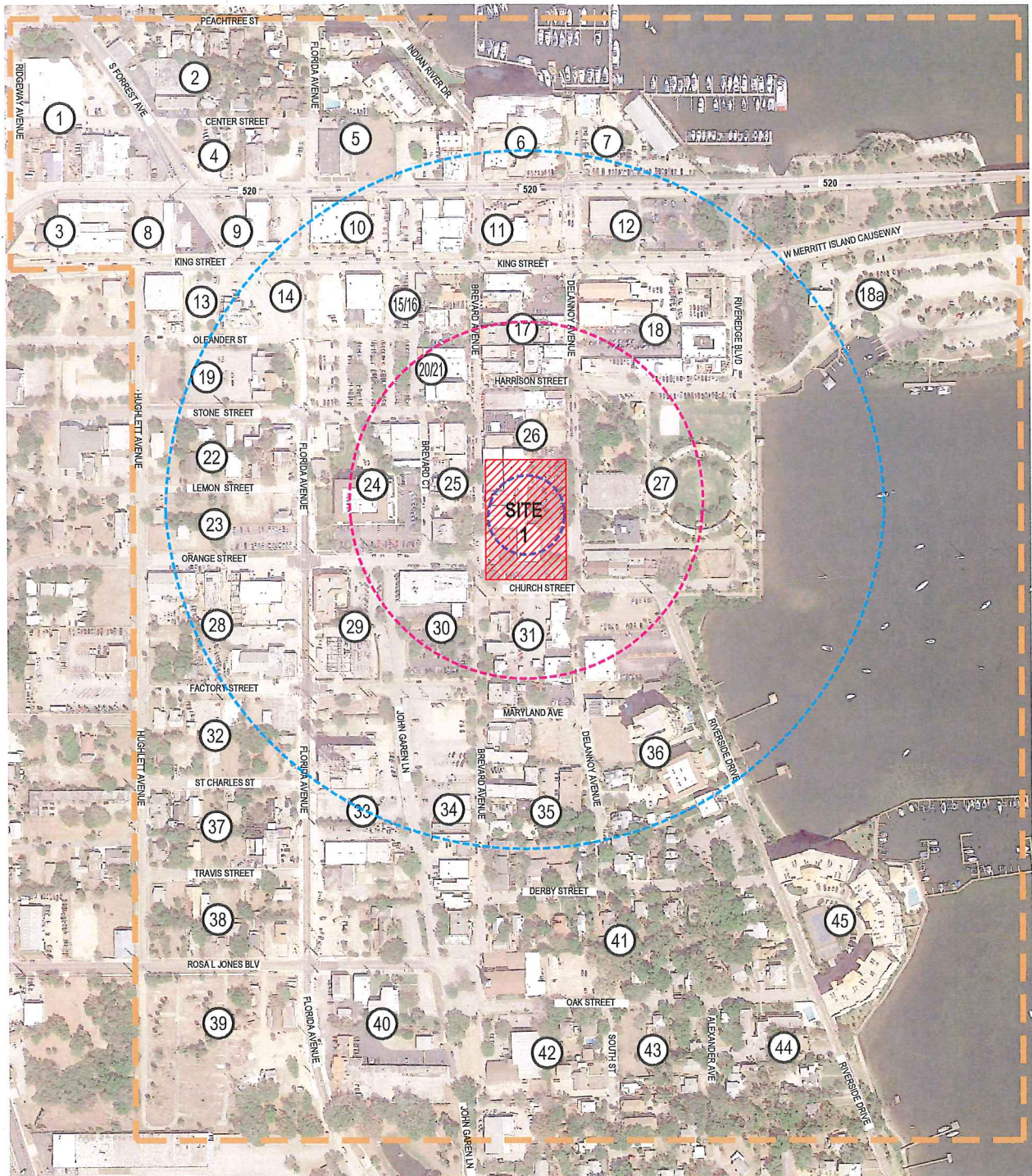
CRITERIA	Weighting Factor	SITE 1		SITE 2		SITE 3		SITE 4		SITE 5	
		Bank of America		Chase Bank		Former City Hall		Oleander Lot		Elks	
		score	total	score	total	score	total	score	total	score	total
Proximity to demand	5	5	25	4	20	3	15	4	20	3	15
Compliance with Master Plan	2	5	10	5	10	5	10	5	10	5	10
Demolition & Relocation of current activities on site	4	2	8	2	8	4	16	3	12	2	8
Effect on traffic	2	4	8	4	8	4	8	4	8	4	8
Pedestrian/vehicle interaction	3	4	12	4	12	4	12	5	15	4	12
Pedestrian Access	4	4	16	4	16	4	16	4	16	4	16
Net added spaces (efficiency)	4	3	12	4	16	5	20	2	8	4	16
Ability to obtain site control	5	2	10	3	15	5	25	5	25	3	15
Relative Costs (cost per net added space)	4	3	12	4	16	3	12	2	8	3	12
Mixed-use Opportunities	2	5	10	5	10	4	8	5	10	3	6
Total	35	37	123	39	131	41	142	39	132	35	118
Ranking		#4		#3		#1		#2		#5	

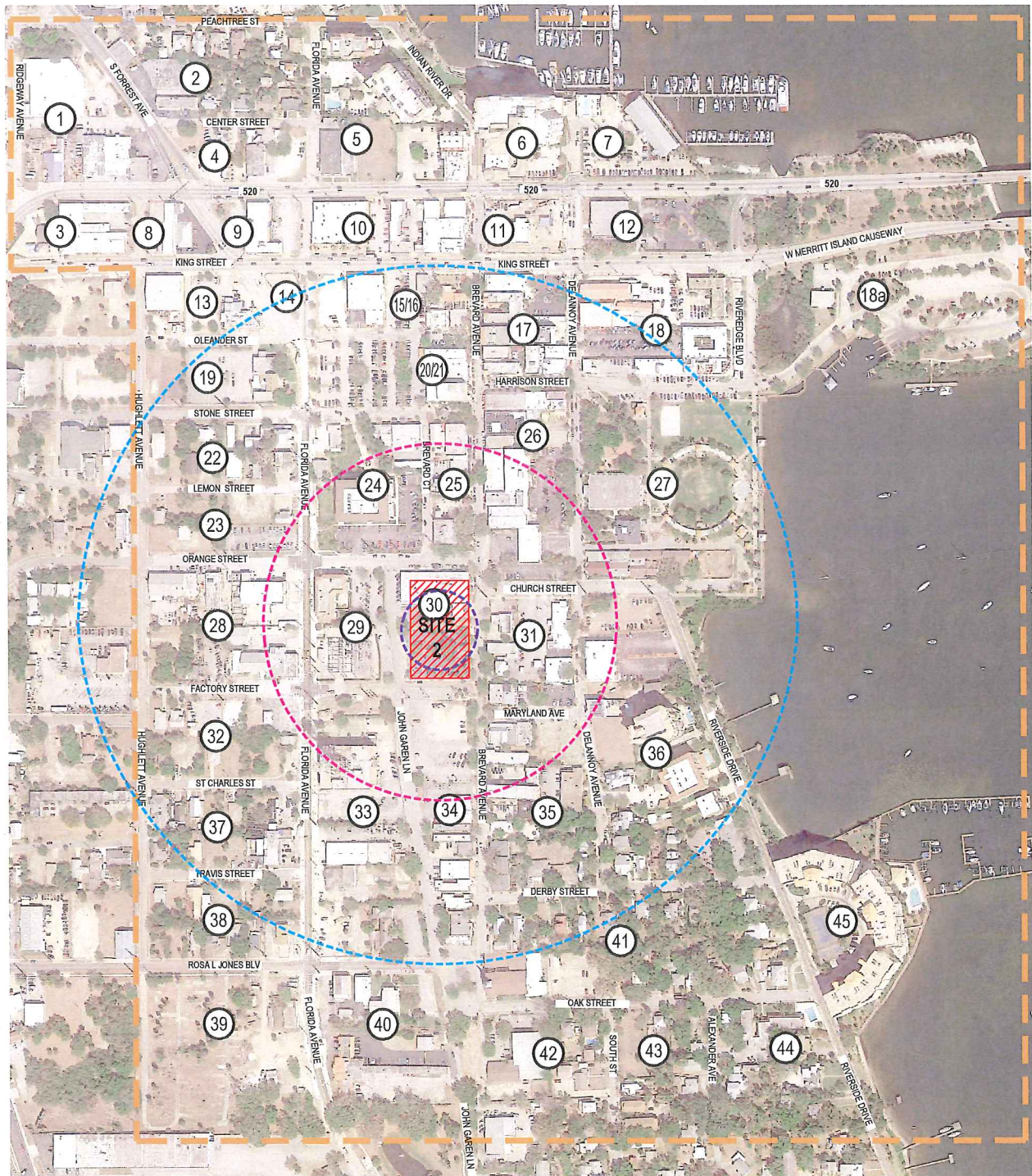
(1) Site acquisition costs are not included in any criteria in the matrix

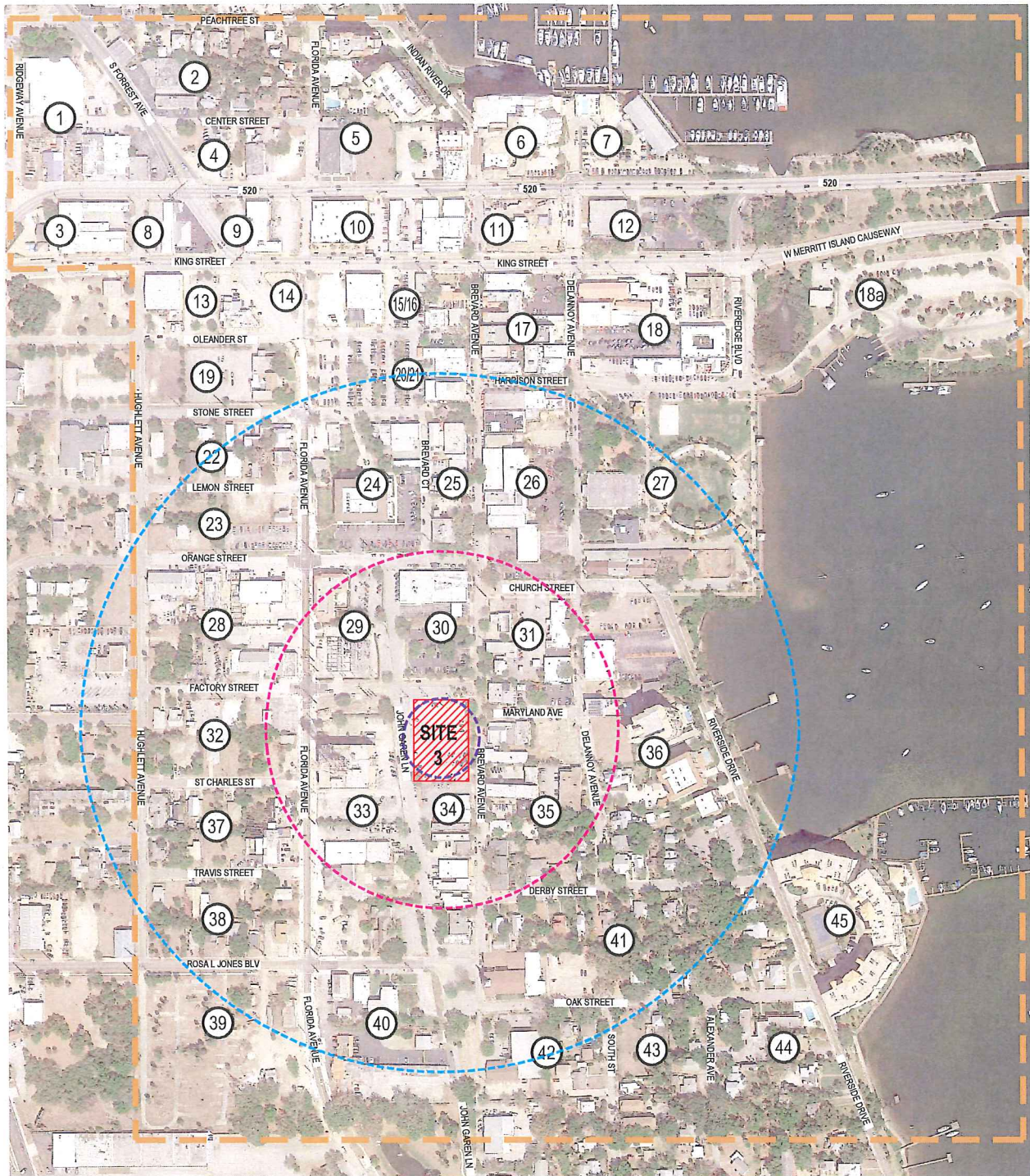




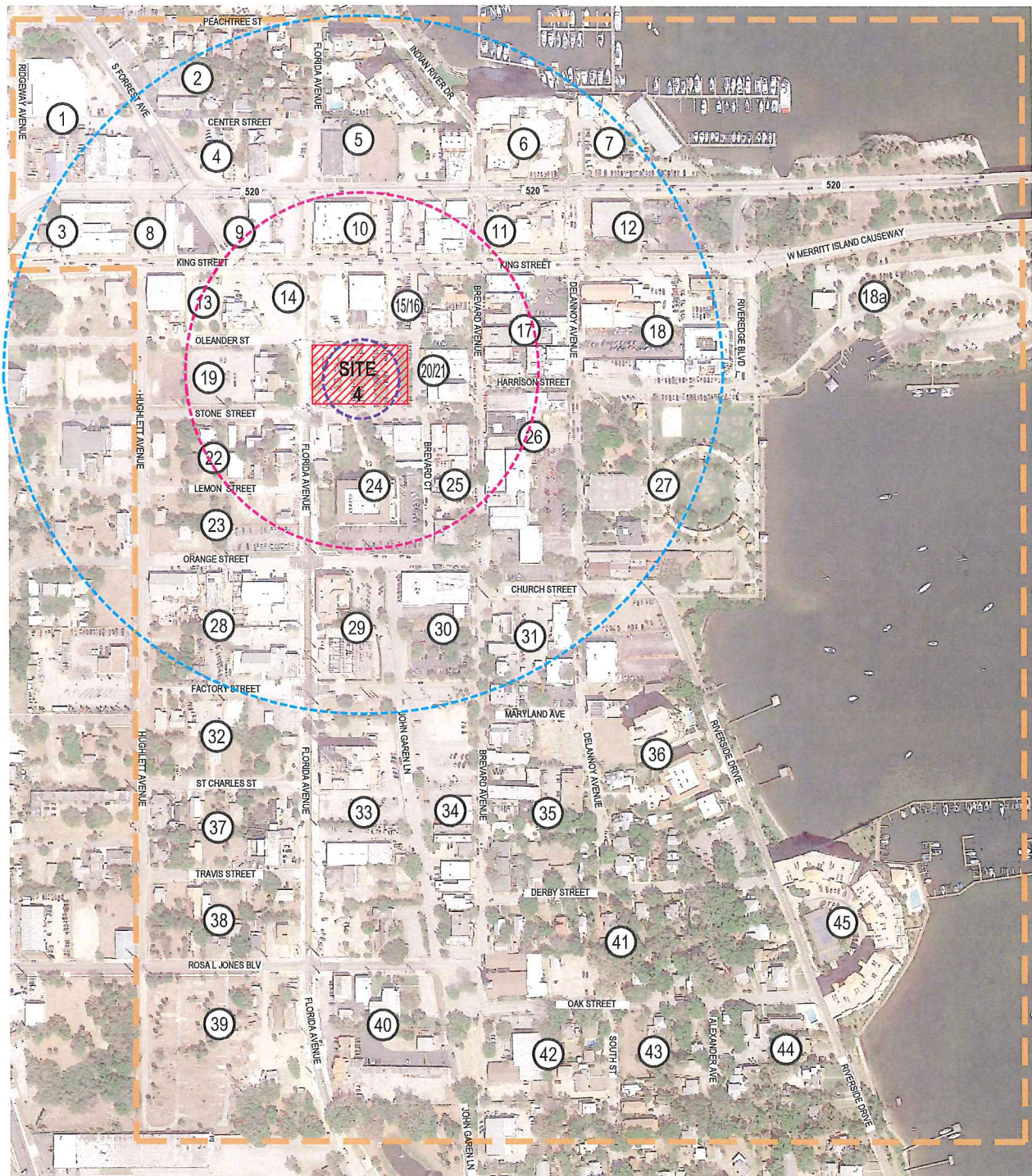
CITY OF COCOA PARKING STUDY COCOA, FLORIDA	RICH & ASSOCIATES PARKING CONSULTANTS 2021 Development, 2022 Spatial Analysis, 2023 Survey, 2024 ARCHITECTS • ENGINEERS • PLANNERS 10 25 17 sar # BLOCK NUMBER	LEGEND: STUDY AREA BLOCK FACE KEY PLAN: A D (#) B C PRIVATE / RESERVED 10 MINUTE - 30 MINUTE 1 HOUR 2 HOUR 3 HOUR PUBLIC UNMARKED NO PARKING BARRIER FREE UNDER CONSTRUCTION	Sheet Title: PARKING SUPPLY	MAP Number: MAP 2 Pg. 6
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CITY OF COCOA PARKING STUDY COCOA, FLORIDA	RICH & ASSOCIATES PARKING CONSULTANTS 25577 Kirtland Hwy, Suite 200 Buckhead, Georgia 30329 Southfield, MI 48034 248.323.0200 Architects • Engineers • Planners 11 12 17 SHF	LEGEND: STUDY AREA POTENTIAL PARKING SITE 3 WALKING DISTANCE 100 feet 500 feet 1,000 feet * measured from center of structure	Sheet Title: POTENTIAL PARKING STRUCTURE SITE 3 WALKING DISTANCES	MAP Number: MAP 7.2 Pg. 44
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CITY OF COCOA PARKING STUDY COCOA, FLORIDA	RICH & ASSOCIATES PARKING CONSULTANTS 25577 Highway 19, Suite 200 Boca Raton, FL 33433 Tel: 561-995-1100 Fax: 561-995-1101 ARCHITECTS • ENGINEERS • PLANNERS 11.12.17 SAR BLOCK NUMBER	LEGEND: STUDY AREA POTENTIAL PARKING SITE 4 WALKING DISTANCE 100 feet 500 feet 1,000 feet * measured from center of structure	Sheet Title: POTENTIAL PARKING STRUCTURE SITE 4 WALKING DISTANCES	MAP Number: MAP 7.3 Pg. 48
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