



**COCOA REDEVELOPMENT AGENCY BOARD
SPECIAL MEETING AGENDA**

DATE: Tuesday, September 13, 2016
TIME: 5:00 p.m.

LOCATION: Cocoa City Hall
65 Stone Street

-
- I. **CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
 - II. **APPROVAL OF AGENDA AND MINUTES**
AGENDA: Special Meeting of September 13, 2016
MINUTES: Regular Meeting of August 23, 2016
 - III. **DELEGATIONS**
 - IV. **PRESENTATIONS**
 - V. **OLD BUSINESS**
 - VI. **NEW BUSINESS**
 1. Commercial Façade Grant Application – 331 King Street
 - VII. **ATTORNEY'S REPORT**
 - VIII. **AGENCY MEMBERS AND STAFF REPORTS**
 1. Day Dock Design & Engineering
 2. Old City Hall Site RFP
 - IX. **NEXT MEETING DATE**

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be held on Tuesday, October 4, 2016 at 5:00 PM in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.
 - X. **ADJOURNMENT**

NOTICE TO THE PUBLIC:

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

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

**MINUTES
CITY OF COCOA
COCOA REDEVELOPMENT AGENCY
REGULAR MEETING
August 23, 2016**

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

I. CALL TO ORDER /ROLL CALL:

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

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

PRESENT:

Henry U. Parrish, III	Chairman
Don Boisvert	Vice Chairman
Jan Stewart	Agency member
Ed Lanni	Agency member
Brenda Warner	Agency member

ABSENT:

Michael Blake	Agency member
Tyler Furbish	Agency member
Anthony Garganese	Arrived (5:09 pm)

STAFF PRESENT:

John A. Titkanich Jr., AICP, City Manager, and Steven P. Belden, AICP, Community Services Director.

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

II. APPROVAL OF AGENDA /MINUTES:

- * **A MOTION was made by Vice Chairman Boisvert; SECONDED by Agency member Warner to approve the agenda for the regular meeting of August 23, 2016.**

AYES: Parrish, Boisvert, Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

- * **A MOTION was made by Vice Chairman Bosivert; SECONDED by Agency member Warner to approve the minutes of the special meeting of June 14, 2016.**

AYES: Parrish, Boisvert, Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

II. DELEGATIONS:

NONE

IV. PRESENTATIONS:

NONE

V. OLD BUSINESS:

1. Brevard Avenue Brownstones – Termination of Acquisition and Redevelopment Agreement

Mr. Titkanich shared that the developers for the Brevard Avenue Brownstones, White Challis Redevelopment Co., LLC, reviewed the agreement drawn together by the Agency's counsel, Anthony Garganese, and upon review White Challis determined that they would be unable to commit to the agreement even if the Agency provided additional time extensions at the front-end of the development project. **Mr. Titkanich** explained that after several meetings White Challis Redevelopment and the Cocoa CRA staff agreed that it would be beneficial to both parties to terminate the agreement altogether.

Agency member Stewart shared some concerns to which **Mr. Titkanich** explained that it was not a financial hurdle, but off-site improvements that made the developers realize that they would be unable to commit to the Brevard Avenue Brownstones project. There were concerns that the developers would not be able to perform and the Project would be left partially completed, therefore leaving the developers exposed. If the Project is left incomplete it may hinder the Agency's ability to redevelop the property in the future.

Mr. Titkanich suggested that the Agency issue a new RFP to see what other developers have to offer.

- * **A MOTION was made by Agency member Warner; SECONDED by Agency member Lanni to approve the Termination of Acquisition and Redevelopment Agreement between the Cocoa Community Redevelopment Agency and White Challis Redevelopment Co., LLC.**

AYES: Parrish, Boisvert, Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

VI. NEW BUSINESS:

1. Cocoa CRA Proposed FY 17 Budget

Mr. Belden presented the Agency with the Proposed FY 17 Budget. **Mr. Belden** explained that the budget for FY 17 is for the amount of \$1,471,310.00. The CRA will receive approximately \$1,148,663.00 in TIF revenue in 2017, which is an 8.3% increase over FY 16. The CRA will be receiving \$39,027.00 in lease payments from the US Postal Service as well as \$187,000.00 from the FIND Grant and for the construction of the Cocoa Village Pedestrian Connector from Lee Wenner Park to State Road 520. There are estimated carry-forward funds in the amount of \$96,620.00. The budget also provides continued funding for Riverfront Park maintenance, anticipated expenses for upcoming projects, as well as current CRA programs and legal expenses.

Chairman Parrish asked when the day dock construction will begin. **Mr. Belden** shared that there is currently a delay as the City has yet to secure a consultant. The project is anticipated to be completed in FY 17.

Mr. Titkanich stated that the \$160,000.00 budgeted for the gateway entry feature that will be located at 6 Forrest Avenue is a conservative number. He suggested a design competition, in which the City would invite the public to create an artistic design to be brought before the Agency for selection.

Agency member Warner suggested a fundraiser for the gateway entry sign by allowing individuals to vote for a rendering by means of a cash donation.

- * **A MOTION was made by Vice Chairman Boisvert; SECONDED by Agency member Stewart to adopt the Proposed 2017 Fiscal Year Budget proposed by staff, subject to moving \$220,000.00 from the Infrastructure line item to the Contingency Fund line item.**

Mr. Titkanich explained that the amendment to the budget will increase the 39-00 Contingency account to \$305,219.00, which will reduce the 63-00 Infrastructure account to \$790,000.00.

AYES: Parrish, Boisvert, Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

Agency member Stewart inquired about the trailer park property the City purchased at 915 Florida Avenue. **Mr. Titkanich** shared that the property currently has a MOU, which needs to be revised by staff. **Mr. Titkanich** shared that the Environmental Site Assessment activities are completed. Included in the upcoming year's budget is a master plan of the site in advance. **Mr. Titkanich** shared that there would need to be a tri-party development agreement as there are two parcels, one of which is located in Rockledge.

2. Purchase of docking signage

Mr. Belden explained that signage would need to be erected by the river to regulate the new requirements of the new docking Ordinance. Staff recommends the purchase of seven signs, two of which would be day vessel signs, two dinghy signs, and three t-dock signs, all of which would cost a total of \$438.62. The \$438.62 would be withdrawn from the Contingency account. **Mr. Belden** shared that the signs will be color coded accordingly to help distinguish the different signs. One large sign with all of the requirements is anticipated to be purchased at a later date.

- * **A MOTION was made by Agency member Warner; SECONDED by Agency member Stewart to approve the request to purchase seven (7) docking signs.**

AYES: Parrish, Boisvert, Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

VII. ATTORNEY'S REPORT:

NONE

VIII. AGENCY MEMBERS AND STAFF REPORTS:

1. Monthly FY 16 Budget Report

The monthly budget report was presented for the Agency's review.

IX. NEXT MEETING DATE:

The next scheduled meeting of the Cocoa Community Redevelopment Agency will be held on Tuesday, September 13, 2016 at 5:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

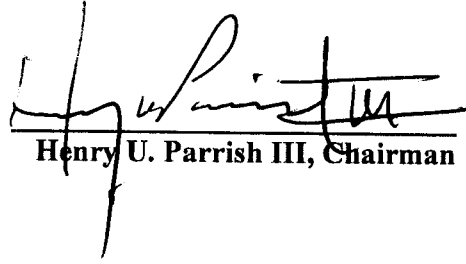
X. ADJOURNMENT:

- * **MOTION made by Agency member Lanni; SECONDED by Agency member Warner to adjourn the regular meeting of August 23, 2016.**

AYES: Parrish, Boisvert, Warner, Stewart, Lanni

MOTION CARRIED UNANIMOUSLY (5-0)

MEETING WAS ADJOURNED AT 5:40 pm.



Henry U. Parrish III, Chairman

Respectfully Submitted By:



Monica Arsenault, Recording Secretary



AGENDA ITEM IV-1
331 King Street

MEMO DATE: August 31, 2016
AGENDA DATE: September 13, 2016
PREPARED BY: Joan A. Junkala, Economic Development Manager

REQUESTED ACTION: Approve a request for a Commercial Façade Grant in the amount of \$1,687.00 Dirty Oar Beer Company, located at 331 King Street.

BACKGROUND

331 King Street is a commercial property owned by Ross Steinberger Properties, Inc. whose offices are located at 101 Brevard Avenue. The property has a fence in disrepair along the south of the property. Dirty Oar Beer Company wishes to replace the fence to address the aesthetic and safety concerns of the property.

STAFF COMMENTS

Staff fully supports the proposed improvements to the property. Located on King Street (State Road 520), the building is highly visible. The applicant has submitted a complete and sufficient application for improvements to the fencing on the rear of the property. The improvements are expected to result in a more aesthetically appealing and safe structure that will enhance and upgrade the image of the Cocoa CRA.

The improvements are expected to result in a more aesthetically appealing and safe structure that will enhance and upgrade the image of the Cocoa CRA.

BUDGETARY IMPACT

Based on staff's recommendation, there would be a reduction of \$1,687.00 from the Commercial Façade Grant Program (Account 110-3230-559.83-00).

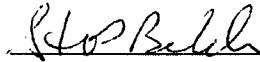
REVIEWED

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

City Manager


John A. Titkanich, Jr., AICP

Community Services Director


Steven P. Belden, AICP

REQUESTED MOTION

Approve a request for a Commercial Façade Grant in the amount of \$1,687.00 Dirty Oar Beer Company, located at 331 King Street.

Pre-Application Counseling Date: 8/12/2016
Staff Member Initials: D
Date Submitted: 8/24/2016

COCOA REDEVELOPMENT AGENCY COMMERCIAL FAÇADE PROGRAM APPLICATION

The Cocoa Community Redevelopment Agency (Cocoa RDA) sponsors a Commercial Façade Improvement Program to benefit property owners in the RDA Area. Matching grants of up to \$5,000.00 are available per commercial parcel to qualified owners. Matching grants of \$10,000 are available to applicants whose property is located in that portion of the Cocoa Redevelopment Agency within the Cocoa Enterprise Zone. No property located on Brevard Avenue is considered eligible. Applications must be submitted two weeks in advance of each RDA meeting. The Cocoa RDA meets on the first Tuesday of each month. (Please print or type using either blue or black ink).

PROPERTY OWNER/APPLICANT NAME: PAT BUONOMO

APPLICANT'S PHONE NUMBER: 607-624-6353

MAILING ADDRESS: 2310 Papaya Pl, Merritt Island, FL 32952

PROPERTY ADDRESS: 311 King St, Cocoa, FL 32922

BUSINESS NAME: Dirty Oar Beer Company

DESCRIPTION OF PLANNED IMPROVEMENTS:

Remove and replace the fence on the south side of
331 King St.

TOTAL PROJECT COST: \$ 3374.00

GRANT FUNDS REQUESTED: \$ 1687.00

PLEASE ATTACH THE FOLLOWING:

1. ☒ Copy of Deed/Proof of Ownership
2. ☒ Copy of City Occupational Business License
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.)

Pre-Application Counseling Date: _____

Staff Member Initials: _____

Date Submitted: _____

- 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)

PLEASE BE AWARE OF THE FOLLOWING PROGRAM STIPULATIONS

FUNDING:

1. All funding is subject to approval by the Cocoa Redevelopment Agency Board, which will review applications on a monthly basis.
2. The borrower must be the property owner, as evidenced by a deed.
3. Applicants may receive up to \$5,000 on a one-to-one (public to private fund) matching basis. Notwithstanding, no grant or grants provided under the Commercial Façade Improvement Program shall be awarded in excess of \$5,000.00 as applied to any commercial parcel of property during any one (1) year period. The funds will be provided on a reimbursement basis once all work is complete. All receipts and invoices reflecting payment in full for any improvements of qualifying costs and expenses is required for reimbursement.
4. All private funds must be invested, and related work elements completed, prior to the release of grant funds. The property owner will be responsible for any and all debt incurred.
5. All funds provided shall be secured by a Deferred Payment Promissory Note and a mortgage on the property to ensure the maintenance and protection of funded improvements for a five-year period.
6. No repayment is required and all debt is forgiven on a pro-rata annual basis over a five-year period provided no default occurs.
7. Transfer of ownership is allowed, at the sole discretion of the Cocoa RDA, so long as the property buyer agrees to assume and undertake all obligations relating to maintaining or upgrading any funded improvements for the remainder term of the indebtedness and agrees to execute an agreement, to the satisfaction of the Cocoa RDA, acknowledge and assuming any outstanding debt and agreeing to the terms and condition of the grant.

NOTE: Multi-family/Single family residential property will not be eligible for the program.

Pre-Application Counseling Date: _____
Staff Member Initials: _____
Date Submitted: _____

DESIGN CRITERIA FOR FUNDING CONSIDERATION:

1. The proposed façade improvements must be conducted on a commercial property located within the Cocoa Redevelopment Area. (Threshold requirement)
2. All criteria, elements, or information requested in the application must be complete. (Threshold requirement)
3. Priority will be given to projects which preserve or restore the historical or heritage elements of the commercial building, site, or Cocoa Redevelopment Area.
4. Priority will be given to visible projects having a major or substantial neighborhood impact (i.e. greater weight will be given to those that incorporate structural modifications as opposed to a "paint over". Roof improvements will be considered if the improvements are visible from the public right-of-way).
5. Priority will be given to the projects which address the safety of customers and/or employees at the commercial location.
6. Priority will be given to projects which address the security of customers and/or employees at the commercial location.
7. Priority will be given to projects which address the convenience of employees and/or customers at the commercial location.
8. Priority will be given to projects which will prevent, diminish or eliminate a blighted condition.
9. Priority will be given to projects that reflect a greater proportion of private funds to be utilized over those funds being provided under the Cocoa Façade Improvement Program.
10. Priority will be given to "partner projects" which will cause the upgrade and structural improvements to two or more properties simultaneously.

ELIGIBLE EXPENSES:

1. Exterior Improvements that are visible from the public right-of-way and are intended to preserve and protect the structural integrity of the commercial building;
2. Lighting;
3. Landscape Improvements;
4. Awnings;
5. Signage;
6. Painting of other coatings or similar application.

Pre-Application Counseling Date: _____
Staff Member Initials: _____
Date Submitted: _____

APPLICATION PROCESS:

1. Applicant shall submit completed application packets, in accordance with the minimum requirements contained herein, to the City of Cocoa Office of Economic Development.
2. All application packets must be received by the Office of Economic Development at least two (2) weeks before the Cocoa RDA meeting, otherwise the application will be reviewed at the following meeting (approximately one (1) month later).
3. All applications will be reviewed upon receipt by the Office of Economic Development. Any application which does **not** contain all of the minimum required elements and/or information shall be returned to the Applicant for completion and re-submittal.
4. All completed applications shall be ranked by the Office of Economic Development in accordance with the commercial façade improvement's guidelines.
5. All completed and ranked applications shall be scheduled for consideration by the Cocoa RDA.
6. Applicants should be present and prepared to discuss their project and request in detail.

Note: No improvements are to begin prior to RDA Board approval.
Improvements started before the board approval will not be funded.

The undersigned understand the criteria required for grant request approval.

Ph RB
Signature of Applicant/Owner

8/23/2016
Date

Pre-Application Counseling Date: _____
Staff Member Initials: _____
Date Submitted: _____

**COCOA REDEVELOPMENT AREA DESIGN CRITERIA
REVIEW FORM**

On an attached sheet(s), please provide the following information in as concise a manner as possible.

THIS FORM IS TO BE COMPLETED BY A STAFF MEMBER

- | | |
|--|------------|
| 1. Historical and/or heritage elements preserved or restored | _____ |
| 2. Neighborhood impact assessment | _____ |
| 3. Safety based improvements for employees and/or customers | _____ |
| 4. Convenience based improvements for employees and/or customers | ✓
_____ |
| 5. Security based improvements for employees and/or customers | ✓
_____ |
| 6. Eliminates, prevents or diminishes a blighting condition | ✓
_____ |
| 7. Provides 50% more private funding than the public funding being requested of the redevelopment agency | ✓
_____ |
| 8. Upgrades two or more properties simultaneously | _____ |
| 9. The property location is within the Cocoa RDA area | ✓
_____ |
| 10. The application is complete | _____ |
| Total | _____ |

1. Copy of Deed/Proof of Ownership

Deed and lease contract attached.

2. Copy of City Occupational Business License

Not available at this time.

3. Color Photographs/Slides of Current Condition

Pictures of current fence condition attached.

4. Site Survey (required ONLY in the case of landscaping improvements)

A copy of the site survey has been attached.

5. Estimates/quotes/bids for all costs associated with the project ("Sweat equity" hours will not be credited.)

A copy of the fence demolition and rebuild quote is attached.

6. Complete, written scope of rehabilitation work

Document with the description of work scope is attached.

7. Complete, written description of the projects ability to meet the design criteria for funding outlined on the third page of this application

Document outlining the ability to meet the design criteria is attached.

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 subcontractors have been paid in full.)

A bank statement from Dirty Oar Beer Company's account has been attached.

9. Proof of insurance coverage (Please ask your insurance agent to send the Accord Form)

A copy of the insurance ACORD form is attached.

ROSS STEINBERGER PROPERTIES, INC.

101 Brevard Avenue Cocoa, Florida 32922

Phone (407) 810-7563

August 23, 2016

Planning and Zoning
City of Cocoa
Cocoa, Florida 32922

RE: AUTHORIZATION FOR DIRTY OAR BEER COMPANY
FOR INSTALLING NEW FENCING AND GATES FOR 331 KING STREET, COCOA, FL 32922
COCOA REDEVELOPMENT AGENCY COMMERCIAL FAÇADE PROGRAM APPLICATION

To Whom It May Concern:

This letter is notice from the property owner, Ross Steinberger Properties Inc. that authorizes DIRTY OAR BEER COMPANY, to install new fencing and gates behind the space located at 331 King Street, Cocoa, FL 32922. The property owner, Ross Steinberger Properties Inc. authorizes DIRTY OAR BEER COMPANY to be able to apply for grant monies under the Cocoa Community Redevelopment Agency (Cocoa RDA) for this work.



Brian S. Steinberger
President, Ross Steinberger Properties Inc.
101 Brevard Avenue
Cocoa, Florida 32922
(407) 810-7563

Prepared By and Return To:

Leanne M. Kugelmann
Fidelity National Title Insurance Company of New York
1355 N. Courtenay Parkway, Suite D
Merritt Island, FL 32953

File No. 02-008-185133

Property Appraiser's Parcel I.D. (folio) Number (s)
24-36-33-35-9

SS#: _____



CFN:2002158105

06-25-2002 08:29 am

OR Book/Page: 4623 / 2411

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 3	Serv: 0.00
Trust: 1.50	Rec: 9.00	Excise: 0.00
Deed: 1,785.00		Int Tax: 0.00
Mtg: 0.00		

WARRANTY DEED

THIS WARRANTY DEED made and executed June 14, 2002, by St. Lawrence Properties, Inc., f/k/a Barnes and Barber Air Conditioning, Inc., a dissolved Florida Corporation, and having its principal place of business at 1225 N. Tropical Trail, Merritt Island, FL 32952 hereinafter called the grantor, to Ross Steinberger Properties, Inc., a Florida Corporation whose post office address is 101 Brevard Avenue, Cocoa, Florida 32922, hereinafter call the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt, whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Brevard County, Florida viz:

Lot 9, Hardees Plat of Indian River City, according to the plat thereof, as recorded in Plat Book 1, Page 28 of the Public Records of Brevard County, Florida, together with the West 1/2 of Alley lying adjacent to the East line of said Lot 9.

Subject to easements, restrictions, reservations and limitations of recorded, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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; that the grantor hereby fully 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 date: December 31, 2001

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

ATTEST: _____
Secretary

Signed, sealed and delivered in the presence of:

Witness Signature LEANNE M. KUGELMANN

Witness Printed Name

Witness Signature

Witness Printed Name



CFN:2002158105

OR Book/Page: 4623 / 2412

St. Lawrence Properties, Inc., f/k/a Barnes and Barber
Air Conditioning, Inc.,
a dissolved Florida Corporation

By:

William V. Barber, Jr.
William V. Barber, Jr., President

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared William V. Barber, Jr.

to me known to be the _____ President and _____ respectively of the corporation named as the grantor in the foregoing deed, or who have produced _____ as identification and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June 2002

Notary Public

Leanne M. Kugelmann
Commission # CC 785627
Printed Name Leanne M. Kugelmann
My Commission Expires DEC. 12, 2002
BONDED THRU
FIDELITY & SECURITY BONDING CO., INC.

12/15/2015

LEASE FOR BAR AND BREWERY SPACE

THIS AGREEMENT is entered into on January 1, 2016, between Ross Steinberger Properties, Inc., a Florida corporation ("Lessor/Landlord") and Patrick Buonomo, individually, Christopher Hughes, individually, Kathleen Kiser, individually, Mark Alderman, individually, Paul Hill, individually, and Dirty Oar Beer Company, a Florida corporation (collectively "Lessee/Tenant").

WITNESSETH:

1. Lessor does on this day leases to the Lessee and the Lessee does hereby rent the premises (rented space/leased premises) located at 331 King Street, Cocoa Florida 32922, with double glass doors and storefront windows on King Street, and south rear door on Oleander Street for a total footage of approximately 3,000 square feet inside and one bathroom, and a fenced in yard behind the building. Lessor can use the building signage on the front of the space on King Street and on the southwest corner of the building. All signage (including painted signs, plastic lettering, etc.) require permit approval by the City of Cocoa. Also included is use of the public parking area at the East side of the building that can be used for customer parking on a first come first serve basis, but all tenant and tenant's employees vehicles must be parked in the gravel spaces behind the building per the City of Cocoa.
2. This property is to be used and occupied by the Lessee, for intended use as bar/lounge and as a Brewery, as the primary business and for no other purposes or use whatsoever. Any use involving beer and wine and alcohol and use as a Brewery, including all permit fees to the City of Cocoa and the State of Florida, will require separate permitting, the costs of which will be solely paid for by the Lessee/Tenant. It is understood that the inside and outside of the premises can not be used for storing hazardous and poisonous chemicals and not for animals.
3. The period of rental will begin on January 1, 2016 and running through December 31, 2018, for the rental payments listed below over a three year lease term running yearly.
4. The rent shall be payable in advance, without demand, to the Lessor in person or by mail addressed to Ross Steinberger Properties, Inc., 101 Brevard Avenue, Cocoa, FL 32922, or at such other place and to such other person as the Lessor may, from time to time, designate in writing, and shall be due on or before the first (1st) day of each month, continuing under the terms of this lease thereafter as follows (if sales tax amount goes up or down, then the sales tax will be increased or decreased accordingly to Lessee). Additionally, if property taxes and/or landlord insurance costs increase, then half of increases will be added to monthly rent payments for tenant:

DUE ON THE SIGNING OF THE LEASE

Security Deposit of \$1,750.00 (deposited in Landlord's non-interest bearing checking account at Bank of America)

First Month Rent of \$1,750.00 plus 6.5% sales tax (\$113.75) = \$1,863.75

Last Month (year three) Rent of \$2,076.75

TOTAL DEPOSIT \$5,690.50 (Security deposit + First + Last)

Year 1-Rental Payments(five(5) months free rent for BUILD-OUT IMPROVEMENTS)

January 1, 2016 Rent = Zero

February 1, 2016 Rent = Zero

March 1, 2016 Rent = Zero

April 1, 2016 Rent = Zero

May 1, 2016 Rent = Zero

June 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75 (pre-paid as part of TOTAL DEPOSIT)

July 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75

August 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75

September 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75

October 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75

November 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75

December 1, 2016 Rent of \$1,750 plus 6.5% sales tax (\$113.75) = \$1,863.75

Year 2(January 1, 2017 to December 31, 2017) = \$1,850 per month (& sales tax of 6.5% (\$120.25) = \$1,970.25

Year 3(January 1, 2018 to December 31, 2018) = \$1,950 per month (& sales tax of 6.5% (\$126.75) = \$2,076.75

Year 4 and above, rent increases to be limited to no more than three (3%) per year.

The Lessor reserves the right to demand that any subsequent rent payments be made in cash or by certified check, if any of Lessee's checks are returned for any reason. Any check, returned for insufficient funds, will require a \$100.00 (one hundred dollar) fee to be paid to the Lessor and any bank return fees, as reimbursement. This payment is to be made immediately upon demand.

Rent is due no later than the first of each and every month, and on the second day of the month, late fees of \$10 per day shall begin to accrue. At the option of the landlord, eviction proceedings can be commenced on the 10th (tenth) day following non-payment of rent.

CH PB KL AH

12/15/2015

If the Lessee defaults at any time in the timely payment of any monies due the Lessor, or commits any breach of any other covenant herein contained and Lessee fails to remedy such breach or default within twenty(20) days after written notice thereof by Lessor, Lessor may terminate this lease and keep any deposits.

Tenant is allowed to start build-out work(improvements) when the Brevard County occupational license and Cocoa business tax receipts have been filed for and building permits have been started.

5. The tenant is required to immediately pay necessary deposits to switch over electricity to the rented space by about upon signing of the lease. Tenant will not be responsible for any outstanding balances owed by previous tenants.
6. Lessor makes no representations or warranties as to the prospective use or occupancy of the subject property and its improvements. The Lessor shall not, under any circumstances be liable for any action or future actions taken by the federal, state, county or city authority concerning the use and occupancy of the subject property.
7. The Lessee acknowledges it is renting the entire property in an "AS-IS", and Lessee is responsible for paying all costs that may be incurred by it to acquire City, County, State of Florida, and/or other occupational licenses, permits, etc. to operate this business. Such costs include, but are not limited to City of Cocoa Application Fee for Zoning Text Amendment(currently \$300), all costs for beer and wine license, all costs for a brewery license, and any other fees for permits and licenses necessary for the Lessee(tenant) to operate their business.
8. It shall be the sole responsibility of the Lessee(tenant) to adhere to any present or future ordinances, codes and laws instituted by City, County, State or Federal Government, or any other agency required for the leased premises. The Lessor shall not bear any liability for the same.
9. Lessor(Landlord) will be responsible for roof, but NOT for any other parts of the leased premises such as but not limited to water lines, sewer lines, electrical components, ductwork, bathrooms, kitchen, or for any other improvements added by lessee.
10. Lessee(tenant) shall be solely responsible for and pay all maintenance repairs, including, but not limited to the following: providing current fire extinguishers, all necessary exit signs, changing fuses, changing light bulbs, updating wiring, repairing interior and exterior broken windows and doors, maintaining doors, maintaining plumbing lines, maintaining and unclogging toilets, maintaining all bathrooms connected to their leased space, maintaining existing and any new air conditioning system, changing filters on air conditioning systems, any and all basic maintenance on the building, and cleaning inside and outside, cutting grass and shrubs behind and on the side of the building and working to keep all parking areas clean from trash and debris, any and all costs for maintaining the leased premises in a clean standard and any pest control costs, and for ALL COSTS for any inspections of fire extinguishers and exit signs. Lessor has basic pest control for the property, and Lessee is responsible for all pest control costs required to maintain the property for use as a bar/lounge and brewery including but not limited to having extra pest control service for this use.
11. Lessee(tenant) is fully responsible for all material and labor costs and permit costs for BUILD-OUT IMPROVEMENTS and ALL OTHER IMPROVEMENTS to be made to the rented space.
12. Lessee shall be permitted by Lessor to make the following additional acceptable buildout improvements, and Lessee will be solely responsible for ALL labor, installation and material and permitting costs of all such improvements: any signage on building, repair of flooring(by scraping, leveling), replacement of flooring(by paint, tile, stone, granite, wood), adding a bar, improving existing bathroom and adding second bathroom including ventilation, floors, walls, ceiling, installation of any sinks, countertops, cabinets, updating bathrooms with fixtures, toilets, sinks, handicap improvements, new drywall and/or stucco, opening of Nonstructural walls, replacing or repairing windows, all door and window coverings and treatments, painting of walls, exterior overhang to front doors, and exterior floor entranceway, new lighting, and installation of ceiling fans, installation of fire extinguishers and exit signs, and other cosmetic changes, modification of existing sprinkler system with permit, and ductwork and support columns if necessary.

Other acceptable improvements that are acceptable to landlord and are solely at the tenants expense for installation, labor and material costs and permitting costs include providing plumbing for extra water lines and drains, exhaust ducts and vents, insulation of building walls, electrical work, connection to reclaimed water supply, installation of sinks, hood systems, and any kitchen equipment, such as but not limited to refrigerators, freezers, ovens, appliances, and modifications to grease traps.

Tenant to be fully responsible for all maintenance needed to maintain the two five(5) ton AC systems as well as existing central AC systems, which includes but is not limited to changing filters, service work, as needed.
13. Landlords agreement with all acceptable improvements is with understanding is that modifications to roof such as roof venting are to be generally avoided. Lessee agrees to submit to Lessor for pre-approval the plans to exhaust stove and kitchen exhausts from the rear(south) wall of the space if at all possible. Lessee(tenant) agrees to submit plans to Lessor for pre-approval for any work, such as but not limited to electrical changes, plumbing changes, fire sprinkler system modifications, modification of load bearing walls and columns, hood systems, sink and any

Landlord Initials CH FB KL AP PH Tenant Initials

12/15/2015

appliance installation requiring permits, and the like. Also, any work to the ceilings such as paint and drop ceilings will be done at the tenants' expense, with the understanding that sprinkler heads are not painted and not obstructed.

Landlord will provide reasonable assistance to tenant for acceptable buildout improvements, by agreeing to sign off on any necessary building permits that may be required and if necessary will assist tenant with seeking approval on agreed upon work with the City of Cocoa. Lessor(landlord) cannot sign permits as an owner-builder since owner(landlord) is a corporation and not an individual. Tenant(Lessee) is fully responsible for all costs and liabilities for hiring licensed contractors and subcontractors. Tenant(Lessee) will provide lien releases to Landlord(Lessor) on all work done on the subject property.

The Lessor agrees that the Lessee may, at Lessee's expense make other improvements and modifications that are in addition to those listed above with the written permission of Lessor, which will not be unreasonably withheld, and any and all permits necessary must be applied for by Lessee

All improvements requiring permits shall be done by licensed professionals, such as building contractors, electricians, and plumbers, as required.

14. Indoor and outside drains are not to be used for disposal of any oil, solvents, antifreeze, gas, or any other hazardous materials. These drains are for excess water drainage only. Any damages, clean up expense, or fines that arise from negligence by the Lessee concerning the above-mentioned items will be at the Lessee's sole expense and enforceable under the provisions of the lease. Tenant agrees to make necessary arrangements to dispose of any trash and waste at their own expense. Tenant agrees to solely pay for all installation, labor and material costs and permits for extra drains and grease traps.

15. Lessee must carry lines of contents insurance of at least \$100,000.00 for any contents in the leased premises, and the Lessee must carry liability insurance, including but not limited to accident and injury insurance on the premises, in amounts of at least \$1,000,000.00, where Lessor/Landlord is listed as an additional insured on the policy. Lessee must provide proof of contents and liability insurance in the form of a certified certificate from the insurance company by January 1, 2016, showing Lessor(Landlord) as additional insured on the policy. Should Lessee allow said insurance to lapse, for whatever reason, then this lease is considered to be breached and Lessee shall immediately vacate the property.

16. The Lessee shall not assign this lease, nor sub-let the property or any part thereof, nor the use of the same any part thereof nor permit the same or any part thereof to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor which will not be unreasonably withheld. All fixed additions, fixtures or improvements which may be made by the Lessee including but limited to new kitchen sinks, kitchen hood systems, ovens, bathroom fixtures, all lights, vanities, toilets, sinks, windows, doors, AC systems, bars, shall become the property of the Lessor and remain upon the property as part thereof and are to be surrendered with the premises at the termination of the lease.

It is understood that only the named Lessees under this lease shall operate a business at the lease premises, unless the Lessor gives written consent which will not be unreasonably withheld. Lessee cannot make any separate agreements, such as but not limited to chattel mortgages on any property at the leased premises, without the written consent of the Lessor, which will not be unreasonably withheld.

17A. The Lessee is solely responsible for payment of any and all utility expenses generated from the leased premises, including, but not limited to: electricity, telephones and monthly water/sewer bill as invoiced since there is no separate water meter for the premises, and any extra trash/debris removal. Lessee understands that current trash/debris pickup is limited to trashcan pickups and Lessee will be responsible for costs and permitting for other types of trash receptacles such as use of additional dumpsters and the like. Should said charges for such expenses herein provided for at any time remain due and unpaid for a period of sixty(60) days after same is due, the Lessor may, at its option, consider Lessee in violation of the lease, thus rendering a breach of this lease, and the Lessee shall immediately vacate the premises. As for electricity, Lessee agrees to connect power to this lease space to their existing electric meter in their name.

Lessee agrees to pay for their share of the water/sewer/garbage/stormwater use at the building-- such amount will be 50%(fifty percent) of the monthly water/sewer utility bill, until the tenants new water meter with trash service is installed.

17B. SEPARATE WATER METER AND TRASH SERVICE. Lessee agrees to pay for all fees (installation fees and permit fees, and any other fees required by the City of Cocoa) to have a separate water meter with water line to their space, with separate trash service that they will be solely responsible for down the road if such service is separately connected to their leased space. Tenant agrees to contact the City of Cocoa immediately upon the signing of the lease to start the process for hooking up a separate water meter for this space.

18. Lessee agrees to pay estimated deposits, if any are required to applicable utility companies for using the leased premises such as but not limited to utility deposits to activate electricity and phone service to the leased premises in their name(s), as well as pay for separate water/sewer deposit for the rented space separate water meter when separate meter is installed.

19. Lessee is responsible for all costs and expenses for any licenses, business tax receipts and permits to operate their business. The Lessee agrees to provide to the Lessor with copies of all applicable required state, city, county and federal licenses and permits, such as, but not limited to city, county, business and occupancy licenses, business tax receipts

Landlord Initials CH PB KL Tenant Initials AK

12/15/2015

and permits. All required occupational licenses and Cocoa business tax receipts and all other necessary licenses for the premises will be required prior to the Lessee opening a business on the leased premises.

20. It is the Lessee's responsibility to keep all licenses and permits current and in good standing and visible on the premises. The Lessee must notify the Lessor immediately in writing upon notice of any problems with licenses and permits. Failure to keep any applicable and required licenses or permit in current and good standing, while engaged in business, will constitute a breach of this lease agreement, and the Lessee shall immediately vacate the premises.

21A. **ENDING LEASE IF ZONING TEXT AMENDMENT IS NOT APPROVED BY CITY OF COCOA.** Lessee(tenant) has an option to end the lease on or before April 30, 2016, if the Cocoa City Council does not approve the zoning text change to add the stipulation that Bars/Lounges are allowed in this space with special exemption, and the Board of Special Exemption does not issue the exemption. The option to end the lease must be done in writing on or before April 30, 2016. If Lessee(tenant) exercises this option, the first month rental amount of \$1,863.75 shall be forfeited, and the balance of the TOTAL DEPOSITS shall be refunded minus any amount for damages which shall be deducted from the security deposit, and the Lessee(tenant) must vacate the premises by April 30, 2016. If the Cocoa City Council approves the text change to add the stipulation referenced above, and the Board of Exemption approves the zoning text amendment, the lease shall continue forward with any early termination by Lessee(tenant) controlled by paragraph 21C below.

21B. **ENDING LEASE IF STATE OF FLORIDA DOES NOT APPROVE BREWERY LICENSE.** Lessee(tenant) has an option to end the lease if the State of Florida and Federal Government does not approve a Brewery License for the leased space by February 28, 2017. The option to end the lease must be done in writing to the Landlord(lessor) with a copy of the denial provided to the Landlord(lessor) by February 28, 2017. If Lessee(tenant) exercises this option, Lessee can end the lease after three more months(which includes three additional months of rent payments). The security deposit shall be refunded minus any amount for damages which shall be deducted therefrom. With approval of the Brewery License the remainder of the three year lease term shall continue forward with any early termination by Lessee(tenant) controlled by paragraph 21C and 21D below.

21C. **ENDING LEASE EARLY FOR ANY OTHER REASON.** If Lessee(tenant) wishes to end the lease before the end of the three year lease term(other than the reasons listed in paragraphs 21A and 21B), Lessee(tenant) must provide a three (3) month advance written notice on the first of the month prior to the ending date, and Lessor will be required to pay an early release fee of the full three months amount immediately with their written notice. During the 3 month period after notice of ending the lease, Lessee remains responsible additionally for making all necessary rental payments to Lessor for each of the remaining three months, as well as for maintaining all other requirements of this Lease agreement.

If a three month written notice is not provided and Lessee intends to end the lease, Lessee(tenant) will forfeit all deposits and be liable for the full amount remaining on their three year lease, and the Lessee will immediately vacate the property.

21D. **ENDING LEASE BY LANDLORD BY DECEMBER 31, 2018.** If landlord(Lessor) wishes to not renew the lease beyond December 31, 2018, Landlord will provide written notice Lessee(tenant) by July 1, 2018

22. At the termination of this lease, the Lessee agrees to surrender the property in a clean and rentable condition, subject to reasonable wear and tear, with no damages. Furthermore, at the expiration of this lease, the Lessee agrees to leave all fixtures on the premises in working order, such as but not limited to:

1. Double Front Doors to northside of space in operational condition, and glass frontage in good condition;
2. Rear door in good condition.
3. Working Sprinkler system in good condition;
4. Both five(5) ton AC systems, air handlers, and condensers in good working order.
5. Male and Female Bathrooms including all fixtures(sinks, toilets) in good working order
6. All fixed electrical and plumbing connections and boxes for leased space;
7. All permanent fixtures such as but not limited to kitchen sinks, ovens, any wall attached fixtures, such as but not limited to bars, mounted tables, refrigerators, hot water heater(s), hood system, all flooring, ceiling, plumbing, fixed electrical fixtures, bathroom sinks, toilets, walls, and doors.

EXEMPTION FOR BREWING SYSTEM WILL BE ALLOWED AS LIMITED TO THE FOLLOWING EQUIPMENT(HOT LIQUOR TANKS, MASH TUNS, BOIL KETTLES, COLD LIQUOR TANKS, FERMENTERS, BRITE TANKS, LOGIC CONTROLLERS, GLYCOL SYSTEM, CHILLERS, MILL), AND TENANT WILL REPAIR ALL DAMAGES TO WALLS, FLOORS, CEILINGS CAUSED BY REMOVAL OF THE BREWING SYSTEM COMPONENTS.

After the end of the lease, the remaining security deposit balance will be refunded, provided the Lessee complies with ALL of the Lessee's lease requirements which include, but are not limited to, inspection of the property to check for damages, proof that all utility bills including electric, phone bills, trash bills and disposal are current; proof that all licenses, and permits are up to date, and all keys to the property are returned to the Lessor.

23. All personal property placed or moved into the property shall be at the risk of the Lessee/tenant thereof, and the Lessor shall NOT be liable for any damage to said personal property, or to Lessee or customers or visitors, arising from the any water damage, from any act of negligence of any occupant of the building or any other person whomsoever, or from any storms such as but not limited to rain storms, hurricanes flooding, and the like, or any acts of God, or any damage caused by fungus, mold, and the like, or any damage caused by pests, animals, and the like. Lessor shall NOT be responsible for any other damages to the property or to the Lessee's business or to persons, arising from the any water damage, or from any act of negligence of any occupant of the building or any other person whomsoever, or any storms

Landlord Initials CH FB VL Tenant Initials [Signature]

12/15/2015

such as but not limited to rain storms, hurricanes flooding, and the like, or any acts of God, or any damage caused by fungus, mold, and the like, or any damage caused by pests or for any other damage.

24. The Lessee agrees to pay the cost of collection and all attorney fees and costs concerning any and all breaches of this agreement or on any part of said rent that may be collected by suit or by collections after the same is past due.

25. The Lessor, or any of his agents, shall have the right to enter said property during all reasonable hours, upon proper notice, to examine the same to make such repairs, additions or alterations as may be deemed necessary to the Lessor for the safety, comfort, or preservation thereof, to place a notice "FOR RENT" at any time before the expiration of this lease. A "FOR RENT" sign can be posted if tenant is more than five(5) days late on any rental or other due payments. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the building. If the building is put up for sale, the Lessor has a right to enter at any reasonable hour upon proper notice to the Lessee, and be able to place "FOR SALE" signs.

26. It is expressly agreed and understood by and between the parties for this agreement, that the Lessor shall not be liable for any damage or injury which may be sustained by said Lessee or other person or for any other damage or injury resulting from the carelessness, negligence or improper conduct of the part of any other party or employee, or by reason of the breakage, leakage or obstruction of the water or sewer lines or other leakage or any other damage on or about the building that occurred due to any leasehold improvement made by the Lessee. It is expressly agreed and understood by and between the parties for this agreement that the Lessor shall not be liable for any damages or injuries to Lessees or any property of Lessee or any employees or agents or customers of Lessee that are caused by storms such as from rain storms, hurricanes, flooding, and the like, and from any acts from third parties, and the like, and any other damages or injuries caused by fungus, molds, and the like, or for any damage caused by pests or animals or any other humans, and the like.

27. It is expressly agreed and understood that Lessee will not house any domestic pet, exotic or wild animal or "watch" dog on the leased premises at any time. Violation of this provision will constitute a breach of this agreement, and the Lessee shall immediately vacate the property.

28. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of the term, the Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this lease, as for default, and be able to take immediate possession of the premises. The Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting the Lessor's rights as contained in this contract, but no receiver, trustee or judicial officer shall have any interest in or to the above described property by virtue of this lease.

29. This lease shall bind the Lessor and the Lessee and their successors and the heirs, personal representatives, or successors. This lease can be assigned to another tenant ONLY with the written permission of Lessor, the written permission of which will not be unreasonably withheld.

30. It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

31. It is understood and agreed between the parties that written notice mailed or delivered to the Lessee/tenant at 331 King Street, Cocoa 32922 or tenant home addresses, referenced below, or any other address as Lessee shall let Lessor know in writing, hereunder shall constitute sufficient notice to the Lessee and written notice mailed or delivered to the Lessor at 101 Brevard Avenue, Cocoa, FL 32922, or such other address as Lessor shall let Lessee know in writing, shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

TENANT ADDRESSES

Patrick Buonomo
1125 Rebecca Dr
Merritt Island, FL 32952

Christopher Hughes
2310 Papaya Pl
Merritt Island, FL 32952

Kathleen Kiser
250 S Sykes Creek Pkwy
Apt 702
Merritt Island, FL 32952

Mark Alderman
340 Kenzel Ct
Merritt Island, FL 32953

Paul Hill
8002 Bradwick Way
Melbourne, FL 32940

 Landlord Initials CH FB KX AK PA Tenant Initials

12/15/2015

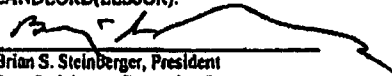
32. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department." Lessor is not responsible for any damages caused by RADON GAS at this premises.

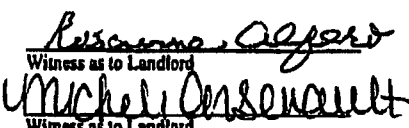
33. This agreement shall be construed in accordance with the laws of the State of Florida. If any provisions of this agreement are or shall come into conflict with the laws of any jurisdiction or any governmental entity having jurisdiction over the parties of the agreement, those provisions shall be deemed automatically deleted. If such deletion is allowed by relevant law, and the remaining terms and conditions shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this agreement as may be allowed under the applicable laws and regulations. The parties hereto are independent contractors and not joint ventures or partners.

34. This agreement constitutes the full understanding between the parties with reference to the subject matter here. Neither party shall claim any amendment, modification or release from any provisions of this agreement by mutual agreement, acknowledgment or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this agreement.

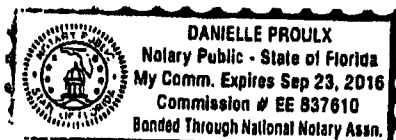
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

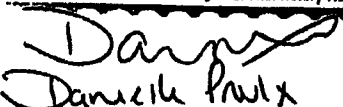
LANDLORD(LESSOR):


Brian S. Steinberger, President
Ross Steinberger Properties, Inc.

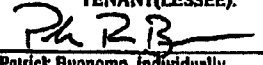

Witness as to Landlord

Witness as to Landlord




Danielle Proulx 1-8-16

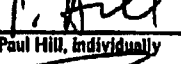
TENANT(LESSEE):


Patrick Buonomo, individually,

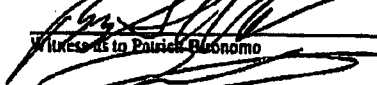

Christopher Hughes, individually,

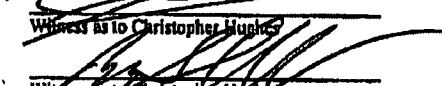

Kathleen Kiser, individually,

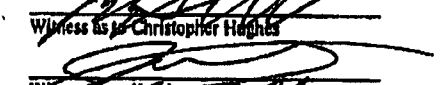

Mark Alderman, individually

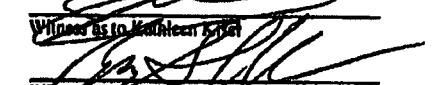

Paul Hill, individually

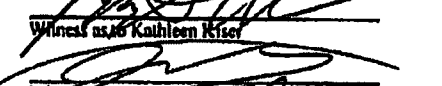

Witness as to Patrick Buonomo

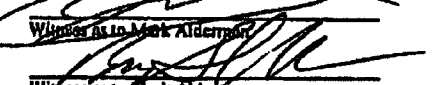

Witness as to Patrick Buonomo

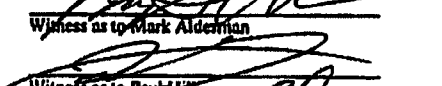

Witness as to Christopher Hughes

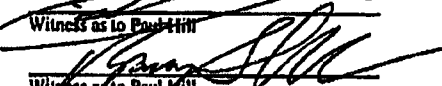

Witness as to Christopher Hughes

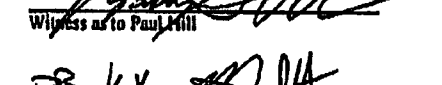

Witness as to Kathleen Kiser


Witness as to Kathleen Kiser


Witness as to Mark Alderman


Witness as to Mark Alderman

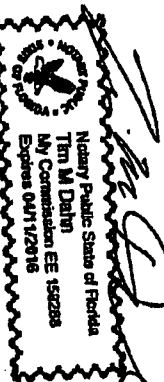

Witness as to Paul Hill


Witness as to Paul Hill

Jay N Edinger

Barry SHAFFER

He is insured by me
and sworn to be true
and accurate.

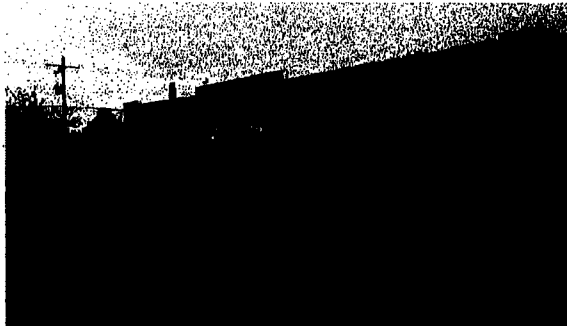


12-30-15

CH PB VL MA PA

COCOA REDEVELOPMENT AGENCY COMMERCIAL FAÇADE PROGRAM APPLICATION

331 King Street, Cocoa, FL



Outside southeast corner



Outside southwest corner



Existing west gate — sits on ground



Inside southwest corner



Inside southwest corner



Inside west length

**PEDESTRIAN
CROSS-WALK**

TAX PARCELS #10.1 & #10.2
(PORTION OF BLOCK 10)

ONE STORY CBS
(OLD "NORMAN'S")

**REMOVE METAL PO
TYPICAL**

OLEANDER STREET

ASPHALT PAVED
PROVIDE ASPHALT PAVEMENT.
SEE DETAIL ON C-2.

SAW CUT AND REMOVE
EXISTING CURB AND GUTTER.
PROVIDE TRANSITION CUTTER

FND. 5/8" IR
f (F&P)

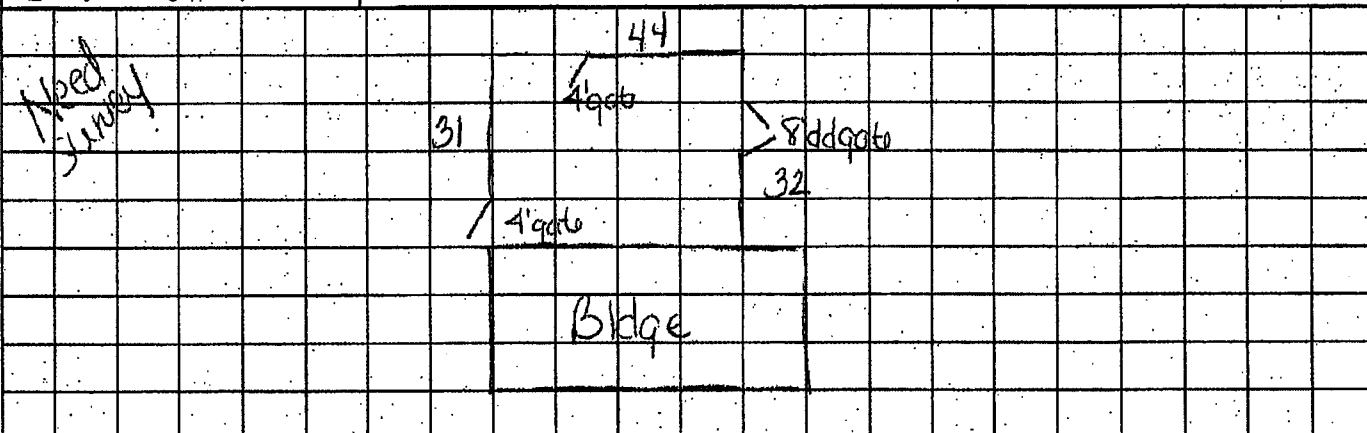


Quality Fence LLC

P.O. Box 3036
COCOA, FL 32924
NORTH: 321-926-8181
CENTRAL: 321-458-9191
SOUTH: 321-541-8181
EMAIL: aaaqualityfence@gmail.com
License # 09-FE-CT-00114
"Quality is our Specialty"

CONTRACT-This offer guaranteed for 30 Days

Contact	Pat Buonomo	Date	8/18/16
Phone# - Contact	607.124.5353	Sales Rep	Barbara
Phone# - Job Site		Email	
Buyer:	Ross Steinberger Properties Inc.		
Address:	331 King Street		
City, State Zip:	Cocoa, FL 32922		
Job Site Address:			
Billing Address:			



Special Instructions: Remove/haul away approx 107 LF of old wood fence.
Install approx 107 LF of 6' high Stockade wood fence with 3
Gates - (2) 4' wide single and (1) 8' double drive gate
*Will use 10 foot length post - All Lines and Gates.

INSTALL - LEVEL Straight Top Contour Stepped	Core Drill - # Holes Privacy Slats Y N Color Type	Barb Wire? Y N Bottom Tension Wire? Y N	GATES	SNG	DBL	SLIDE	CANT
			Quantity	2	1		
			W x H	4x6	8x6		

WOOD(LF)	107	C/L(LF)		VINYL(LF)		ALUMINUM/ FIELD FENCE
STYLE	Stockade HT 6'	COLOR	HT	STYLE	HT	LF HT
PICKETS	5/8 x 5 1/2 x 6	GAUGE		COLOR		COLOR
	CO.	CUST.	SIZE	GAUGE	SIZE	SPACING
REMOVE FENCE	X		LINE POSTS		LINE POSTS	
CLEAR LINE			RAILS		PICKETS	
TRENCH			TERMINALS		RAILS	
HAULAWAY	X		K/K	K/T	T/K	T/T
			CAPS:		GAUGE:	

By execution of this document, Buyer acknowledges that he/she has read and understands the terms and conditions set forth on the reverse and front side hereof and within any attachments. Seller shall not be responsible for and Buyer should hold harmless AAA Quality Fence LLC from any and all damages or liabilities resulting from any cut or damaged lines including, but not limited to gas, water, sprinkler, electric, telephone, fiber optics, cable, etc. Buyer shall comply with all applicable statutes and codes relating to the location of utility lines.

Building Permit - Customer:	Company: X	Buyers Signature:
Lump Sum Total:	3241.00 + permit cost.	Buyers Name (Print):
Less Deposit:	20% down @ signing - 650.00	Sales Rep's Name:
Balance Due (Upon Completion):	2591.00 + permit cost	Sales Rep's Name (Print): Barbara Bonilla
Date:	8/24/16	Sales Rep's Cell#: 321.427.0062

****Leave fence signs intact for Warranty to be in effect**** The provisions on the reverse side of this contract are made part of this contract.

TERMS OF CONDITIONS OF CONTRACT

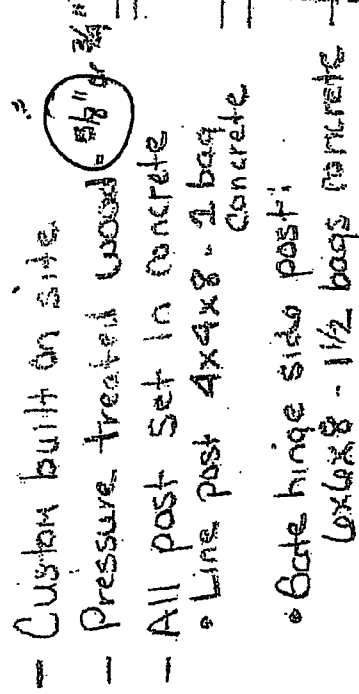
1. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay AAA Quality Fence LLC (the "Company") the balance of the purchase price immediately upon completion of installation of the fence. A finance charge in the amount of 1.5% of the purchase price will be added to any invoice fifteen (15) days past due. Every 30 days thereafter, and additional 1.5% will be added to the final invoice.
2. If full payment is not received, the Company may remove the said property and materials from the Customer's property with this written permission. The Company further retains the right to hold Customer liable for the full-unpaid balance. Should legal action become necessary, Customer shall be held liable for court costs, attorney fee, plus interest on the unpaid balance from the due date until payment is received by the Company at the highest rate of interest allowed by law in the State of Florida.
3. Customer agrees to locate property pins, stake terminals and property lines. The Company will assist customer, upon request, in determining where the fence is to be erected, but under no circumstances will the Company assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.
4. Customer agrees that two (2) feet on both sides of the proposed fence lines will be clear of any and all obstructions, including trees, bushes, and debris. In the event that the fence line is not cleared upon our arrival, Customer will be charged a trip fee of \$350.00 and the job will then be rescheduled for a later date.
5. The contract anticipates that once the work is started, the Company will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made after our arrival Customer will be charged a trip charge if such changes requires and additional trip to the property for completion of the fence.
6. Customer waives all responsibility of the Company and agrees to solely be responsible for damage to sprinkler systems or other buried private utilities or underground lines whose locations have not been properly marked and agrees to indemnify the Company from any liability which it might incur pursuant to the service involved in the performance of this Contract. The Company will call Sunshine Locating Service to locate your public underground utilities.
7. We warranty our workmanship on vinyl, chain link, and aluminum fences for a period of one (1) year. Wood fences carry a 30-day workmanship warranty. Most products are warranted as per the manufacturer. Customer acknowledges that wood fence material has a tendency to shrink, warp, crack, and chip and that these features of wood are normal and accepted occurrences and are not warranted.
8. All workmanship warranties will be void in the event of a tropical storm, hurricane, fire, or Act of God.
9. Any cancellation by Customer prior to commencement of work is subject to a charge of 25% of the contract price. Cancellation of orders which are for special order materials such as special order aluminum are subject to a charge of 50% of the contract price.
10. Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits, and utility locates. AAA Quality Fence LLC will strive to install fencing in a timely manner; however, customer may not cancel this contract due to rescheduling for circumstances beyond the Company's control.
11. The price included in this proposal is firm for 30 days unless the contract is executed.

AAA Quality Fence

PO Box 3036

Cocoa, FL 32924

South. 32. 54. 881



• After hinge side post.

6x6x8 - 1 1/2 bags per cube

Nails - Coil Shank

Galvanized nails or Stainless Steel

2. 51005

0. 2 3/8" - Guard on board

Ходяков

Standard

9
x
7
x
2
0

3 1/2" Deckmate Scrub

Board on
Board
Style

Shadowbox Style

Stockade
Style

COCOA REDEVELOPMENT AGENCY COMMERCIAL FAÇADE PROGRAM APPLICATION

331 King Street, Cocoa, FL

6. Complete, written scope of rehabilitation work

The scope of this project is to replace the fence around the south end of 331 King St. The current fence has many broken slats, a haphazard support system on the west side and nearly every support pole has significant movement when minimal pressure is applied. The gate is sagging and needs to be lifted off of the ground to move it at all. This is of particular concern as it is the only egress point at the rear of the building.

Once this fence is removed, it will be replaced by a new fence with the same footprint and built to the design parameters outlined in the quote. The new fence will contain concrete footers for each post and provide two additional gates – one gate to create a secondary customer entrance at the rear of the building and the other to create access for delivery vehicles off of the designated roadway. The fence will be maintained per the contractor's recommendations which includes a sealant applied to the wood once it dries out (not included as a part of this project).

COCOA REDEVELOPMENT AGENCY COMMERCIAL FAÇADE PROGRAM APPLICATION

331 King Street, Cocoa, FL

7. Complete, written description of the projects ability to meet the design criteria for funding outlined on the third page of this application

1. The proposed façade improvements must be conducted on a commercial property located within the Cocoa Redevelopment Area. (Threshold requirement)

331 King St is a commercial property located within the Cocoa Redevelopment Area.

2. All criteria, elements, or information requested in the application must be complete. (Threshold requirement)

All required information has been included with the application.

3. Priority will be given to projects which preserve or restore the historical or heritage elements of the commercial building, site, or Cocoa Redevelopment Area.

The fence repair does not preserve or restore any historical/heritage elements.

4. Priority will be given to visible projects having a major or substantial neighborhood impact (i.e. greater weight will be given to those that incorporate structural modifications as opposed to a "paint over". Roof improvements will be considered if the improvements are visible from the public right-of-way).

The new fence is a structural modification that will be much more secure in the event of a major storm and will provide a more solid and professional appearance over the current fence.

5. Priority will be given to the projects which address the safety of customers and/or employees at the commercial location.

The addition of the two gates provides access points for customers and deliveries that are not located on a thoroughfare. The current gate opens directly into the driving alley located on the property. The south gate will provide easy access to the rear of the building for customers that park south of the location, such as the City of Cocoa's public parking lots. The west gate will provide an area for deliveries, within the location's employee parking lot, that has immediate access to the existing concrete pad.

6. Priority will be given to projects which address the security of customers and/or employees at the commercial location.

The fence will be constructed around an area designated for customers who wish to be outside. With the fence, the company can monitor all activities happening in the south yard through closed circuit cameras and control the flow of people, animals, etc. through the single open gate.

7. Priority will be given to projects which address the convenience of employees and/or customers at the commercial location.

By providing a secondary entrance to the location, and not just an emergency egress point that the old fence provided, customers and employees will be able to enter the building from the south side without having to walk through a busy parking lot.

8. Priority will be given to projects which will prevent, diminish or eliminate a blighted condition.

The current fence is unsound and many boards are broken and warped. This condition was in large part due to amateur construction and failure to perform necessary upkeep. With a professionally built fence and maintenance by new tenants, the fence will go from a falling-down eyesore to a maintained and sturdy structure.

9. Priority will be given to projects that reflect a greater proportion of private funds to be utilized over those funds being provided under the Cocoa Façade Improvement Program.

The project will be under \$10,000 meaning that private funds and funds from the Cocoa Façade Improvement Program would be split 50-50.

10. Priority will be given to "partner projects" which will cause the upgrade and structural improvements to two or more properties simultaneously.

Although the main building contains 3 units, this project will focused on the fenced yard contained in the lease for 331 King St.



JPMorgan Chase Bank, N.A.
P O Box 669754
San Antonio, TX 78265 -9754

July 01, 2016 through July 29, 2016

Account Number: [REDACTED]

00084844 DRE 021 210 21216 NNNNNNNNNN 1 000000000 83 0000
DIRTY OAR BEER COMPANY, LLC
2310 PAPAYA PL
MERRITT ISLAND FL 32952-4027

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
Service Center: **1-800-242-7338**
Deaf and Hard of Hearing: **1-800-242-7383**
Para Espanol: **1-888-622-4273**
International Calls: **1-713-262-1679**



We will update your account agreement, including eliminating fees and changing Overdraft Protection

We're making some changes to the terms and conditions of your account and want to provide a summary of what you can expect.

You can get the latest Deposit Account Agreement on chase.com, at a branch or by request when you call us. The parts of the Deposit Account Agreement that are changing will be in the Change in Terms section.

- On July 29, we updated the contact information for Arbitration in the General Account Terms of the Deposit Account Agreement (Section I, Part 12, Arbitration).
- On August 20, our Overdraft Protection service will change and we have rewritten the General Account Terms of the Deposit Account Agreement (Section C, Part 4, Overdraft Protection agreement) to reflect that. The most significant changes are the three things we previously told you:
 - Only a Chase business savings account or business line of credit will be able to provide Overdraft Protection to a business checking account. A credit card cannot be used.
 - We will transfer the exact amount needed to cover the transaction instead of multiples of \$50.
 - We will no longer charge the \$10 Overdraft Protection Transfer fee.
- On August 22, we will eliminate Domestic and International Collection fees, which we charge for deposited items that require special processing for us to collect the money from the paying bank.

If you have questions, please call us at the number on this statement.

CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$69,694.28
Deposits and Additions	1	31.95
Checks Paid	2	- 1,883.25
ATM & Debit Card Withdrawals	5	- 540.70
Electronic Withdrawals	3	- 241.65
Ending Balance	11	\$67,060.63



July 01, 2016 through July 29, 2016
Account Number: [REDACTED]

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
07/18	Paymentech Deposit 6023035 CCD ID: 1020401225	\$31.95
Total Deposits and Additions		\$31.95

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1012 ^		07/01	\$1,863.75
1013 ^		07/26	19.50
Total Checks Paid			\$1,883.25

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/06	Card Purchase 07/05 Brock's Homebrew Suppl West Melbou FL Card 5500	\$24.75
07/14	Card Purchase 07/13 Farmhouse Brewing Sup 608-305-4677 WI Card 5500	151.42
07/19	Card Purchase 07/18 Brock's Homebrew Suppl West Melbou FL Card 5500	213.66
07/27	Card Purchase With Pin 07/27 The Home Depot #0234 Merritt Islan FL Card 5500	19.11
07/28	Card Purchase 07/27 Sq *Ewald Auctions Gosq Melbourne FL Card 5476	131.76
Total ATM & Debit Card Withdrawals		\$540.70

ATM & DEBIT CARD SUMMARY

Patrick R Buonomo Card 5476

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$131.76
Total Card Deposits & Credits	\$0.00

Christopher R Hughes Card 5500

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$408.94
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$540.70
Total Card Deposits & Credits	\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/05	Paymentech Fee 6023035 CCD ID: 1020401225	\$34.00
07/15	lpfs866-412-2561 lpfspmtmok 594321 CCD ID: 1231659615	172.16
07/18	Fpl Direct Debit Elec Pymt 3884616479 Web1 Web ID: 3590247775	35.49
Total Electronic Withdrawals		\$241.65

The monthly service fee of \$10.00 was waived this period because you maintained a minimum daily balance of \$1,500.00 or more.



July 01, 2016 through July 29, 2016
Account Number: [REDACTED]

DAILY ENDING BALANCE

DATE	AMOUNT
07/01	\$67,830.53
07/05	67,796.53
07/06	67,771.78
07/14	67,620.36
07/15	67,448.20
07/18	67,444.66
07/19	67,231.00
07/26	67,211.50
07/27	67,192.39
07/28	67,060.63



SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION

	NUMBER OF TRANSACTIONS
Checks Paid / Debits	10
Deposits / Credits	1
Deposited Items	0
Transaction Total	11

SERVICE FEE CALCULATION

	AMOUNT
Service Fee	\$10.00
Service Fee Credit	-\$10.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 200)	\$0.00
Total Service Fees	\$0.00

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error

• A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.
We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



July 01, 2016 through July 29, 2016
Account Number: [REDACTED]

This Page Intentionally Left Blank



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NuVantage Insurance Corp 1542 S Wickham Rd West Melbourne FL 32904	CONTACT NAME: House REP PHONE (A/C No. Ext): (321) 253-9000 FAX (A/C No): (321) 726-6350 E-MAIL: info@NuVantage.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Dirty Oar Beer Company, LLC 2310 Papaya Pl Merritt Island FL 32952-4027	

COVERAGES

CERTIFICATE NUMBER: CL161802442

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	Y	B161800073	1/8/2016	1/8/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROPERTY			B161800073	1/8/2016	1/8/2017	BUSINESS PERSONAL PROP \$100,000 \$2,500 DED/XWIND-HAIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BAR/TAP Room

Certificate Holder is also listed as "additional insured".

LOCATION: 331 King Street, Cocoa, FL 32922

CERTIFICATE HOLDER

Ross Steinberger Properties Inc
101 Brevard Ave
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Weber/PAUL

© 1988-2014 ACORD CORPORATION. All rights reserved.



AGENDA ITEM VIII - 2
Old City Hall Site Request for Proposals

MEMO DATE: September 7, 2016
AGENDA DATE: September 13, 2016
PREPARED BY: Steven P. Belden, AICP, Community Services Director, 
REQUESTED ACTION: Informational item- Discussion regarding Request for Proposals for old city hall site

BACKGROUND

Attached for your review is the Request For Proposals (RFP) published for the old city hall site. Since the Board has terminated the agreement with White/Challis for the development of the site it is necessary to publish a new RFP.

At this time staff is requesting the Board to review the previous RFP, attached to this agenda item, and provide direction regarding the new RFP.

REQUESTED MOTION

Informational item- Discussion regarding Request for Proposals for old city hall site.

REQUEST FOR PROPOSALS

Cocoa Community Redevelopment Agency, Cocoa, Florida

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



MAY 2010

BID NO. P-10-----COC

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

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

ISSUE DATE: _____
Page 1 of 15
**PROPOSALS MUST BE
RECEIVED PRIOR TO 4:00
P.M. ON** _____

PURCHASING DIVISION CONTACT: HANK ROWAN
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8843
E-Mail: hrowan@cocoafl.org

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

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

One (1) original (MARKED "ORIGINAL") and nine (9) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFP # P-10----- COC-, "Development Services and Disposal of Real Property for 603 Brevard Avenue, Cocoa Florida"**. Respondent name and return address must be clearly identified on the outside of the envelope.

Authorized Signature

Printed Name & Title

Title (typed or printed)

Date

TABLE OF CONTENTS
RFP # P-10-----COC
REQUEST FOR PROPOSALS

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

SECTION I

Introduction	4
Standard Terms & Conditions	7
Special Conditions	9
Standard Insurance Requirements	10

SECTION II

General Information.....	12
Scope of Services	13
RFP Content by Section.....	13
Minimum Respondent Qualifications.....	16

SECTION III

Proposed Schedule of Events.....	17
Proposed Evaluation Criteria	17

SECTION IV

Presentations	18
---------------------	----

SECTION I

INTRODUCTION

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

RFP DUE DATE & TIME: _____ 2010, AT 4:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 4:00 P.M.** Packages received after the specified time and date will not be accepted. The Agency will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of Purchasing & Contracts Division will be the official authority for determining late responses.

All RFP information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFP No P-10-____-COC, "DESIGN SERVICES AND DISPOSAL OF REAL PROPERTY FOR 603 BREVARD AVENUE, COCOA FLORIDA"**. Respondent's name and return address must be clearly identified on the outside of the envelope.

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

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

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

For information concerning procedure for responding to this Request for Proposals (RFP), contact H.J. Rowan, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: H.J. Rowan, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8843 or e-mail at hrowan@cocoafl.org. Questions received less than five (5) calendar days prior to the

due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

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

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

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

ANTI-LOBBYING PROVISION.

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE AGENCY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE AGENCY'S ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO AGENCY BOARD MEMBERS, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER AGENCY OF COCOA OFFICIALS ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

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

Name of Respondent

Authorized Signature

Name & Title

Date

STANDARD TERMS & CONDITIONS

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

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

AWARD - Award shall be generally made to the person that demonstrates technical and financial capability while most closely meeting the Agency's needs according to the evaluation criteria and factors designated in the RFP solicitation. Further, once the Agency approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a written Agreement. If the Agency pursues negotiations with a firm after the firm rankings, and a firm and the Agency can not agree on an agreement, the Agency will cease negotiations and commence negotiations with the next ranked firm until the Agency has awarded an agreement or rejected all of the proposals at its sole discretion.

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

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

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

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

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

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

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

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

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

PAYMENTS - Upon acceptance of proposal that requires the Agency to accept orders or services from the respondent, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The Agency shall make payment to the respondent in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The Agency reserves the right, with justification, to partially pay any invoice submitted by the respondent when requested to do so by the Agency. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the Agency department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE AGENCY PURCHASE ORDER NUMBER.

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

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

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

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

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

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period of ninety (90) days thereafter.

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

SPECIAL CONDITIONS

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

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the Agency reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the Cocoa City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City of Cocoa Web Page <http://www.cocoaf1.org>, under the Agency's section. Agency Board meetings, at which matters regarding this RFP may be considered, are noticed by the Agency's staff office under the general rules and procedures of the Agency Board.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the Agency, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "Agency") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the Agency may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFP and any subsequent contract."

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

“The Agency desires to enter into this contract only if in so doing the Agency can place a limit on the Agency’s liability for any cause of action arising out of the contract, so that the Agency’s liability for any breach never exceeds the sum of any contract amount that is owed by the Agency for services actually performed by the respondent to the Agency’s complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent’s recovery from the Agency to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the Agency for services actually performed by the respondent to the Agency’s complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the Agency’s liability as set forth in Section 768.28 Florida Statutes, or to extend the Agency’s liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the Agency shall include attorney’s fees, investigative costs, expert fees, suit costs or pre-judgment interest.”

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

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

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

STANDARD INSURANCE REQUIREMENTS

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

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

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

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

LIABILITY INSURANCE

1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the Agency, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$1,000. It is further required that the Agency of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the Agency, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000 and with a deductible not greater than \$1,000. It is further required that the Agency be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the Agency who own licensed motor vehicles that will be utilized in connection with any Agency contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the Agency who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any Agency contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the Agency to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of \$3,000,000.00 per occurrence and in the aggregate.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the Agency to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto Agency property as required by the Agency's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

SECTION II

1. GENERAL INFORMATION

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

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

The zoning for the site, which is 0.87 acres, is "Central Business District – Cocoa Village Overlay" and permitted uses are intended to allow and encourage more intensive office and commercial development, hotel and motel development, and multi-family residential development. The Agency is not aware of any soil or groundwater contamination that may adversely effect development. All asbestos was removed during the demolition process of the old Cocoa Agency Hall which was previously located on the site.

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

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

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

2. SCOPE OF SERVICES

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

A. Project Location and Ownership

The Cocoa Community Redevelopment Agency invites applicants to submit proposals for the purpose of selecting a developer for the property it owns at 603 Brevard Avenue. The parcel, which is in the Cocoa Community Redevelopment Area, is 0.87 acres and zoned Commercial Business District – Cocoa Village Overlay. Contained within the City's designated Florida Brownfields Area, the parcel is eligible for State Department of Revenue incentives. The Agency seeks to enter into a Public/Private Partnership to redevelop the property as mixed-use with commercial/retail and residential components.

B. Purpose

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

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

3. RFP CONTENTS BY SECTION

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

1. LETTER OF INTEREST

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

2. GENERAL BACKGROUND

- A. Current name, address, telephone, and fax number of respondent.
- B. Previous name and/or address of respondent, if any.
- C. Current President or CEO. Years in that position.
- D. Number of permanent employees.
- E. How many years has your organization been in business as a duly-licensed respondent/developer?
- F. How many years has your organization been in business under its present business name?

- G. Under what other or former names has your organization operated, if any?
- H. If a corporation, submit a copy of current Certificate of Authorization from the State of Florida and answer the following: 1) date of incorporation, 2) state of incorporation, 3) president's name, 4) vice president's name, 5) secretary's name, 6) treasurer's name.
- I. If an individual or a partnership, answer the following: 1) date of organization, name and address of all partners (state whether general or limited partnership).
- J. If other than a corporation or partnership, describe organization and name principals.
- K. Name and address of current affiliated companies (parent, subsidiary, divisions).

3. **CORPORATE EXPERIENCE – SIMILAR PROJECTS**

Provide a narrative of the firm's, and any subcontractor's, experience specifically with regard to Public/Private Partnerships in the area of redevelopment. The narrative should include experience in developing projects of a similar magnitude that incorporated and promoted sustainable development practices.

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

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

5. **REFERENCES**

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

6. **ORGANIZATIONAL CHART**

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

7. **INSURANCE COVERAGE**

Provide a statement that the firm is capable of meeting all Agency insurance requirements, as detailed in Section I (Terms and Conditions) of this RFP.

8. **LEGAL PROCEEDINGS**

- A. List all arbitration demands filed by, or against, the respondent in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings.

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

9. FINANCIAL FEASIBILITY AND RESPONDENT'S FINANCIAL REFERENCES

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

- H. In the past five years, has any surety company refused to bond the respondent's parent company or subsidiaries on any project? If so, specify the reasons given for that refusal and the name and address of the surety company that refused to bond.

4. CONCEPTUAL DEVELOPMENT AND VISION

- A. Narrative and Vision Statement – provide a clear statement for the respondent's vision for the Site, including how the envisioned project will relate to the surrounding area and be a catalyst for economic and redevelopment within the community redevelopment area.
- B. Conceptual Development Program – present in both narrative and visual form the extent of the development proposal for the Site. Drawings may be "conceptual" in format, but should be detailed enough to reflect the scope of the proposed development. These elements can include: height; scale; square footage of units; proposed architectural style and material types; site and building orientation; and building setback design. More detail is preferred. Drawings should be in color and drawn to scale to the extent possible.
- C. Creative and innovative design solutions are encouraged, including "green building" and sustainability.

5. DEVELOPMENT SCHEDULE

- A. Each respondent shall submit a proposed design, Agency review, and construction schedule in the form of a Gantt-type bar chart.

6. MINIMUM RESPONDENT QUALIFICATIONS

A copy of the Request for Proposals requirements will be available beginning _____, 2010 by contacting Onvia DemandStar at www.DemandStar.com or by telephone at 1 (800) 711-1712.

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

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

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

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

Respondents are solely responsible for educating itself about the terms and conditions of this RFP. Further, respondents are solely responsible for educating itself regarding the Agency's Redevelopment Plans and Master Waterfront Plan, the characteristics of the community

redevelopment area, and applicable provisions of the City of Cocoa's comprehensive plan and zoning codes. Copies of any of the aforementioned documents may be obtained by contacting the City of Cocoa's Community Development Department. In some case, some of the documents can be located on the City of Cocoa's Official Web Site and municode.com.

SECTION III

I. Schedule of Events

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

Last date for Inquiries	_____
RFP Submittal Date	_____
Evaluation/ranking of firms	_____
Notification of firm rankings	Week of _____
Oral Presentations by short-listed firms	Week of _____
Community Redevelopment Agency Board Review and Action	_____
Development Agreement Negotiations	_____
Community Redevelopment Agency Board Approval	_____

II. Proposal Evaluation and Criteria

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

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

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

1. **Professional Abilities/Experience – 35 points**
 - I. Relevant development and redevelopment
Experience with RDA's 0-10 points
 - II. Relevant Public/Private Partnership
Experience 0-10 points

- III. Relevant experience with projects of this size and scope 0-15 points
2. **Financial Feasibility – 25 points**
- Submissions will be evaluated based on the Firm(s) understanding and approach to the Agency's Scope of Service and the ability to meet the overall goals of the Cocoa Community Redevelopment Agency.
3. **Conceptual Development/Overall Vision for the Project – 30 points**
- Creative and innovation design solutions, including "green building" and sustainability, are encouraged by the Agency.
4. **Development Schedule – 10 points**
- It is the desire of the Agency that this project commence construction within eighteen (18) months of Agency approval of the Development Agreement.

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

SECTION IV

PRESENTATIONS

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

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

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

The Agency will attempt to allot equal time for each respondent divided into three sequential parts: (1) Introductory presentation by the Respondent; (2) Questions and Answers between members of the Review Committee and the Respondent; and (3) Brief closing remarks by the Respondent. The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The Agency reserves the right to go over the allotted time at any presentation to the extent that the Review Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFP.

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

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

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