Agenda
City of Cocoa
Regular Meeting

April 28, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 28, 2026.
2. Minutes: Regular Meeting of December 9, 2025.
3. Minutes: Regular Meeting of March 10, 2026.

III. Awards and Presentations:

1. Proclamation Declaring May 3-9 "Drinking Water Week"

IV. Delegations:

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

V. Consent Agenda:

1. Award Bid No. B-26-03-COC, Dyal Water Treatment Plant Carbon Dioxide System Replacement Project (WS23BR), to L7 Construction Inc., of Longwood, Florida, for $4,831,700; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To

Exceed $483,170 for a Total Project Cost of $5,314,870; And to approve BAF 26-053-IFT-UT.

2. Approval to amend Resolution 2025-043 regarding Executive Management team benefits to include Interim Directors.

3. Approve a resolution amending the FY 2026 Budget, BAF 26-033-A & T to "Shore UP" Departmental Accounts with negative balances or project budgets through the use of various budget lines or Fund Balances.

4. Council Approval to apply for a grant for FY 2026 Spirit of Blue Foundation for up to 16 ballistic, rifle rated, tactical shields for a total amount of $56,040.

5. Approval to request and accept additional funding from FEMA for the Fiske & Broadmoor Acres Drainage Improvements Project.

6. CONFIDENTIAL - Florida Cybersecurity Grant Round 3

7. Approve the close-out of Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project (Project No. TCR 001) and authorize the transfer of the remaining balance of $85,180.33 to the existing allowance under Task Order 2025-03; to approve Amendment #3 to the scope of services for Task Order 2025-03 to include technical reservoir design review within the existing total project authorization of $4,599,297.33; to approve Budget Transfer #26-056-T in the amount of $5,111 from account 421-4020-536.31-03 to 421-4020-536.31-27 for the City’s pro rata share; and to authorize the City Manager to execute all necessary documents and amendments.

8. Approve a Resolution Amending the FY26 Budget, BAF#26-055-A, to accept the Brevard County Fire EMS Trust Grant Award for $8,529, approve the additional expenditure of $1,000 necessary to complete the purchase of a Realiti 360 Plus Training Simulator, and authorize the City Manager to execute the grant agreement.

9. Approve Resolution 2026-032, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure.

VI. Public Hearings:

1. Ordinance 01-2026: Grissom Parkway 46 Acres Annexation Second Reading

2. Ordinance 02-2026: Grissom Parkway 46 Acres Future Land Use Map Amendment Second Reading

3. Ordinance 03-2026: Grissom Parkway 46 Acres Zoning Map Amendment Second Reading

4. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy

VII. Council Business:

1. Consider the appointment of Ashley Lanier to fill one of two Alternate Member Vacancies on the Board of Adjustment.

2. Consider the appointment of Delores Martin to the Diamond Square CRA through January 30, 2028.

VIII. City Business:

1. Acceptance of $2 million Congressionally Directed Spending for the Cocoa Multi-modal Brightline Station and approval for the City Manager to execute future grant agreement.

IX. Informational Agenda:

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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CITY COUNCIL AGENDA ITEM

Memo Date:	March 17, 2026
Agenda Date:	April 28, 2026
File ID:	2026-202
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the agenda for the April 28, 2026 Regular City Council meeting as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the agenda for the April 28, 2026 Regular City Council meeting as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

April 28, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 28, 2026. (2026-202).
2. Minutes: Regular Meeting of December 9, 2025. (2026-350).
3. Minutes: Regular Meeting of March 10, 2026. (2026-203).

III. Awards and Presentations:

1. Proclamation Declaring May 3-9 "Drinking Water Week". (2026-352). (Utilities Director)

IV. Delegations:

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

V. Consent Agenda:

1. Award Bid No. B-26-03-COC, Dyal Water Treatment Plant Carbon Dioxide System Replacement Project (WS23BR), to L7 Construction Inc., of Longwood, Florida, for $4,831,700; To Approve a Resolution Authorizing the City Manager

to Approve and Execute Change Orders in an Amount Not To Exceed $483,170 for a Total Project Cost of $5,314,870; And to approve BAF 26-053-IFT-UT. (2026-245). (Utilities Director)

2. Approval to amend Resolution 2025-043 regarding Executive Management team benefits to include Interim Directors. (2026-246). (HR Director)

3. Approve a resolution amending the FY 2026 Budget, BAF 26-033-A & T to "Shore UP" Departmental Accounts with negative balances or project budgets through the use of various budget lines or Fund Balances. (2026-225). (Finance Director)

4. Council Approval to apply for a grant for FY 2026 Spirit of Blue Foundation for up to 16 ballistic, rifle rated, tactical shields for a total amount of $56,040. (2026-292). (Police Chief)

5. Approval to request and accept additional funding from FEMA for the Fiske & Broadmoor Acres Drainage Improvements Project. (2026-293). (Public Works Director)

6. CONFIDENTIAL - Florida Cybersecurity Grant Round 3. (2026-297). (Interim Chief Technology Officer)

7. Approve the close-out of Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project (Project No. TCR 001) and authorize the transfer of the remaining balance of $85,180.33 to the existing allowance under Task Order 2025-03; to approve Amendment #3 to the scope of services for Task Order 2025-03 to include technical reservoir design review within the existing total project authorization of $4,599,297.33; to approve Budget Transfer #26-056-T in the amount of $5,111 from account 421-4020-536.31-03 to 421-4020-536.31-27 for the City’s pro rata share; and to authorize the City Manager to execute all necessary documents and amendments. (2026-299). (Utilities Director)

8. Approve a Resolution Amending the FY26 Budget, BAF#26-055-A, to accept the Brevard County Fire EMS Trust Grant Award for $8,529, approve the additional expenditure of $1,000 necessary to complete the purchase of a Realiti 360 Plus Training Simulator, and authorize the City Manager to execute the grant agreement. (2026-316). (Fire Chief)

9. Approve Resolution 2026-032, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure. (2026-354). (City Manager)

VI. Public Hearings:

1. Ordinance 01-2026: Grissom Parkway 46 Acres Annexation Second Reading (2026-294). (Planner)

2. Ordinance 02-2026: Grissom Parkway 46 Acres Future Land Use Map Amendment Second Reading. (2026-295). (Planner)

3. Ordinance 03-2026: Grissom Parkway 46 Acres Zoning Map Amendment Second Reading. (2026-296). (Planner)

4. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy. (2026-300). (Planner)

VII. Council Business:

1. Consider the appointment of Ashley Lanier to fill one of two Alternate Member Vacancies on the Board of Adjustment. (2026-243). (City Clerk)

2. Consider the appointment of Delores Martin to the Diamond Square CRA through January 30, 2028. (2026-331). (City Clerk)

VIII. City Business:

1. Acceptance of $2 million Congressionally Directed Spending for the Cocoa Multi-modal Brightline Station and approval for the City Manager to execute future grant agreement. (2026-269). (Communications & Economic Development Director)

IX. Informational Agenda:

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date:	April 21, 2026
Agenda Date:	April 28, 2026
File ID:	2026-350
Prepared By:	Lori Chabot, Recording Secretary
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the December 9, 2025 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the December 9, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

December 9, 2025

A Regular City Council Meeting was held on Tuesday, December 9, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:03 p.m.

Deputy Mayor Weeks provided the invocation, and members from Cocoa Youth 14U Football led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor
	Alex Goins	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Katie Ennis, Utilities Director; Samantha Senger, Communications and Economic Development Director; Lorne Stinnett, HR Director; Mitch Lawyer, Interim Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of December 9, 2025. (2025-799).

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the December 9, 2025 Regular City Council meeting agenda with an amendment to add to Awards and Presentations Item III.2, a proclamation for the Cocoa 14U Youth Football Team, and to add a walk on item to City Business, Item VIII.3, a request to review and approve developer's proposed revisions to the residential architectural elevations for the Winward Preserve PUD.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of September 23, 2025. (2025-800).

*** MOTION by Deputy Mayor Weeks; Seconded by Councilman Hearn to approve the minutes for the September 23, 2025 2nd Budget Hearing of the City Council as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: National Homeless Persons' Memorial Day. (2025-1160).

2. Proclamation: Recognizing the Cocoa Tigers 14U Youth Football Team.

IV. Delegations:

Aleck Greenwood, 640 Brevard Ave., Cocoa, spoke regarding Waste Management and added that he thinks that staff needs to fine tune the contract agreement.

Mr. Greenwood also commented on an item to appoint a new Deputy Mayor. He shared his thoughts and requirements for the person to be selected.

V. Consent Agenda:

1. Authorize the City Manager to execute a purchase agreement with Axon Enterprise, Inc. for the procurement and implementation of three new docking stations and a redaction assistant user license for a total combined amount of $20,097.90 based off of Sourcewell Contract 101223-AXN, and to approve an amendment to the existing Axon Enterprises Inc. contract with a current annual cost of $106,985.95 for a total cost of $119,790.25 this fiscal year and a grand total of $555,027.96. Approve Budget Transfer 26-017-T. (2025-1064). (Police Chief).

2. Approve a Resolution Amending the Budget for FY26, BAF 26-018-A, for Council approval for the use of Federal Forfeiture funds in the amount of $20,000 to rehabilitate our fitness center by purchasing new fitness equipment. (2025-1063). (Police Chief)

3. Approval of a street closure for the Cape Kennedy Corvette Club. (2025-1072). (Comm. & Economic Development Director)

4. Approve a Piggyback Agreement with Vortex Services for Manhole Rehabilitation Services 10 utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-25 Effective July 1, 2025, through June 30, 2029; Approve services in the amount of $305,524 for FY26. Authorize the City Manager Execute Any Annual Renewal and Amendments Under the Original Contract. (2025-1073). (Utilities Director)

5. To Approve a Purchase Order and Agreement with S-Works Construction Corp. under Equalis Group Cooperative Contract R10-1166D (Region 10 ESC) to install a Curb Cap Adapter and Five (5) Propeller Upblast Belt Drive Exhaust Fans for HSPS1; and To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $10,411.39 for the total Combined Project Cost of $115,500. (2025-1074). (Utilities Director)

6. Approve Task Order #2026-09 with Myra Planning and Design for the development of multimodal transportation and land use plans and designs for the Brightline Multimodal Station District in the amount of $372,871, utilizing the Continuing Service Agreement Q-23-01-COC. Approve a contingency amount of $32,000, bringing the total authorized project cost to $404,871. Further, approve a Resolution Amending the FY26 Budget (BAF #26-027-A) and a Project Contingency Resolution.
   Authorize the City Manager to approve change orders within the approved contingency amount. (2025-1142). (Public Works Director)

7. Approve a Resolution Amending the FY26 Budget, BAF# 26-026-IFT, for $180,638 for the replacement of the Fleet Fuel Island Canopy. Authorize the City Manager to execute a Construction Agreement and Purchase Order to S-Works Construction for

$164,216, utilizing Equalis Group Procurement Contract R10-1166D. Approve a Contingency Resolution for 10% or $16,422. (2025-1155). (Public Works Director)

8. Approve the use of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) Contract B-22-394-B-WH through March 9, 2026, for the purchase of petroleum products for City of Cocoa vehicles and equipment. Authorize the City Manager to execute a Change Order to Blanket Purchase Order #84101 with Palmdale Oil Company in the amount of $425,000 to cover fuel inventory purchases. (2025-1156). (Public Works Director)

9. Request approval of the Revised Fiscal Year 2026 Pay Plan. (2025-1158). (HR Director)

10. Request Council approval of an Amended and Restated Interlocal Agreement between the City of Cocoa and Cocoa CRA for the Community Policing Program. This agreement is effective in Fiscal Year 2026. Request Council approval of the Resolution amending the FY 26 Budget, BAF# 26-025-IFT2-PD-Police Overtime for $88,000. (2025-1161). (Community Services Director)

11. Approve and authorize the City Manager to execute a multi-year amendment to the vehicle and equipment parts management and supply agreement by and between Genuine Parts Company (dba NAPA Auto Parts) and the City of Cocoa, utilizing the Florida Sheriffs Association contract FSA-HCS-IBS1.0 – Integrated Business Solutions, through September 16, 2029; Approve a Blanket Purchase Order up to $800,000 to Genuine Parts Company for FY-2026 vehicle and equipment-related parts and services purchases; Approve a Purchase Order for budgeted operating expenses up to $160,500 for FY-2026; Authorize the City Manager to approve fiscal year Change Orders up to the budgeted amount for FY26. (2025-1008). (Public Works Director)

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the Consent agenda.**

Councilmember Goins gave an update on the noise complaints in the Village and shared his recent discussions and wants to be sure citizens know they are being heard.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approval of the First Addendum to the Amended and Restated Solid Waste Agreement. (2025-1141). (Comm. & Economic Development Director).

Attorney Garganese read into the record the First Reading of the item. Ms. Senger gave more information stating this is due to scrivener's errors and this will correct those.

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the First Addendum to the Amended and Restated Solid Waste Agreement.**

Deputy Mayor Weeks asked about the changes and Ms. Senger provided clarification.

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Windward Preserve Final Plat. (2025-924). (Planning/Inspire)

Eric Rausch, RVi Consultant, presented the item via a powerpoint presentation[1]. He provided a history of the property and the project and explained the zoning changes that took place over time. A review was performed for consistency with the Florida Statutes. He explained a few conditions that were added as well as HOA Covenants.

Councilmember Hearn asked about the drainage ditch on site and the developer's representative, Fred Miller, replied it was a County owned ditch and would not affect the project.

Councilmember Goins asked about the roads within the project and who maintained them. In response, Mr. Rausch explained all roads were private and not city owned.

Deputy Mayor Weeks asked about ingress and egress and Mr. Rausch provided more information.

[1] Exhibit A: Windward Preserve Presentation

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the Final Plat for Winward Preserve.**

Mayor Blake opened the Hearing to the public.

The applicant spoke and thanked staff for their support.

There being no further questions or comments, the public portion of the Hearing was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Request Council to approve Ordinance 13-2025 on First Reading, Approving a Non-Exclusive Natural Gas Franchise Between the City of Cocoa and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, and Consideration of Approval of the Franchise Agreement. (2025-1159). (Finance Director/City Manager)

Attorney Garganese read the title into the record.

Councilmember Koss asked about how much is generated. In response, Ms. Bowman replied six percent about every $100,000.

Deputy Mayor Weeks asked if more customers would be able to hook up to gas. In response, Ms. Bowman noted there could be potential new customers.

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve Ordinance 13-2025 on First Reading, Approving a Non-Exclusive Natural Gas Franchise Between the City of Cocoa and Pivotal Utility Holdings, Inc. d/b/a Florida City Gas, and Consideration of Approval of the Franchise Agreement.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. PZ 25-00200015 Michael C. Blake Subdivision Large Scale Site Plan and PZ 25-00100002 (Michael C. Blake Subdivision) Preliminary Plat. (2025-1077). (Planning)

Ms. Webster presented the item via a powerpoint presentation[2]. She provided the history of the project and shared a conceptual development plan showing elevations. She added this project aligns with the Future Land Use and Housing requirements.

Councilmember Koss asked how stormwater is being managed. Ms. Webster replied that the stormwater is being collected and diverted to the Thomas Cole Stormwater Pond.

Mayor Blake opened the Hearing to the public.

Dan Sorrow, Engineer with Mills, Short and Associates, thanked City staff for their recommendation. He added that staff were great to work with, and he appreciated the quick turnaround time.

Deputy Mayor Weeks asked if they would have a model home or if they would be sold as spec homes. He replied they would build out all 30 homes and would be seeking qualified buyers. She asked if there would be a model home and he replied they were discussing that.

There being no further questions or comments, the public portion of the Hearing was closed.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the Michael C. Blake Subdivision Large Scale Site Plan and Preliminary Plat.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. PZ 25-02000005 Reasonable Accommodation and Certified Recovery Residence Ordinance 12-2025 1st Reading. (2025-1076). (Planner)

Attorney Garganese read the item into the record. He also discussed the changes in Florida Statute and how they affect this item, adding that the city is to adopt a reasonable accommodations policy.

[2] Exhibit B: Michael C. Blake Subdivision Presentation

Ms. Webster presented the item via PowerPoint presentation[3]. She shared more details of the Florida Statute changes and the city zoning text amendments. She shared the definition of “Reasonable Accommodation” and how it is applied.

Deputy Mayor Weeks asked for clarification as to what the restrictions were and where they could be built. She also asked if there would be a fee and Ms. Webster explained that they were working on that.

Mayor Blake opened the Hearing to the public.

There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve Ordinance 12-2025 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Reappointment of Angelia Smith and Crystal McQueen and the appointment of Amy Robinson to the Diamond Square CRA. (2025-1153). (City Manager)

Councilmember Goins stated it was an easy decision. All three of them had done a good job and were qualified.

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve Reappointment of Angelia Smith and Crystal McQueen and the appointment of Amy Robinson to the Diamond Square CRA.**

Ms. Robinson spoke and thanked the Council.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

[3] Exhibit C: Reasonable Accommodation Presentation

2. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates & Alternates for 2026. (2025-1164). (City Manager)

Mayor Blake stated he would like to keep his liaison positions.

Councilmember Goins asked about a couple of boards that no longer meet and if they could be removed.

Deputy Mayor Weeks offered Councilmember Koss the liaison position for Board of Adjustment, however she declined as she is quite busy with other boards.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to remove the liaisons for the Police Community Relations Advisory Board, Sustainability Advisory and Utilities Advisory Board and to keep the rest of the liaison positions the same for 2026, for discussion.**

Councilmember Koss spoke to Attorney Garganese about the removals and if that could be done. He replied his understanding was to remove the liaison from those boards.

Councilmember Koss added that she feels it would be unfortunate for the citizens if there wasn't a Utility Advisory Board.

The liaison list is as follows:

- **Affordable Housing Committee – Mayor Blake**
- **Board of Adjustment – Deputy Mayor Weeks**
- **Code Enforcement Board – Deputy Mayor Weeks**
- **Diamond Square RDA – Councilman Goins**
- **Housing Authority – Mayor Blake**
- **Planning & Zoning Board – Councilman Hearn**
- **Space Coast TPO** **-Primary - Blake**
  -Alternate – Koss
- **Space Coast League of Cities** **-Primary - Blake**
  -Alternate – Koss
- **Florida League of Cities** **-Primary - Blake**
  -Alternate – Koss

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Annual Appointment of the Deputy Mayor. (2025-1165). (City Manager)

Mayor Blake opened the item and asked the Board for Nominations from each district.

Councilmember Koss nominated Ms. Weeks to continue as Deputy Mayor.

Deputy Mayor Weeks nominated herself.

Councilmember Hearn nominated himself.

Councilmember Goins nominated himself.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to take a 10-minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Upon returning from the recess, Mayor Blake explained his rationale for his decision.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve Alex Goins as the Deputy Mayor.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve a piggyback of Stafford County, Virginia contract RFP 25005 for Grant Management Services with Merchant Mcintyre Associates using contingency in the amount of $51,000.00; Approve a Resolution Amending the FY26 Budget, BAF #2026-21-T; Authorize the City Manager to execute the contract, issue the purchase order, and approve budget modifications up to $102,000 should staff wish to continue services beyond the initial six-month trial period. (2025-1082). (Comm. & Economic Development Director)

Ms. Senger clarified the item and the tasks of the contract. The six months would be a trial period with the option to go to a full year.

Councilmember Koss would like to see an amendment to the Motion to add a progress report to come back prior to extending the six months.

City Manager Whitten stated a report could be brought back. He added that the MMA could come to the Council to answer questions and if council wants MMA to focus on certain areas for grants, that could be provided to MMA. He added staff will need to narrow down the focus that is within the comp-plan.

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve a piggyback contract off the Stafford County, Virginia contract RFP 25005 for Grant Management Services with Merchant Mcintyre Associates using contingency in the amount of $51,000.00; Approve a Resolution Amending the FY26 Budget, BAF #2026-21-T; Authorize the City Manager to execute the contract, issue the purchase order, and approve budget modifications up to $102,000 should staff wish to continue services beyond the initial six-month trial period. Council would like a report after the first six-month trial.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Second Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement. (2025-1196). (City Manager)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to approve the Second Addendum to the Improvement Agreement and authorize the Mayor to execute the Agreement.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Request to review and approve developer’s proposed revisions to the residential architectural elevations for the Windward Preserve PUD and provide directions on whether the revised elevations remain consistent with the approvals granted on December 19, 2023 for the new City of Cocoa Planned Unit Development (PUD) under Ordinance 22-2023, including the Large-Scale Site Plan, and Preliminary Subdivision pursuant to Chapter 18 Subdivisions and Appendix A Zoning of the City Code.

Eric Rausch, RVi Consultant, presented the item via powerpoint[4]. Mr. Rausch explained the prior elevations were no longer offered and would like to share the newly proposed elevations.

The applicant, Ms. Julie Salvo, Planner at Taylor Morrison presented a powerpoint[5] with more details of the elevations, the similarities and the differences. The new lineup will have 11 plans offering more diversity, and less monotony for the residents. All exceed 1500 square feet. She scrolled through the options and said there would be two model homes to start.

Mr. Fred Miller, of Taylor Morrison, the developer, explained they have found that many people don't want elevations like the prior ones. So, they have designed their plans to appeal to current buyers. A front-porch design would be available however, at an added cost.

Councilmember Weeks asked if they were semi-custom, to which Mr. Miller replied essentially, yes. They are asking council to approve the models and they can come back and address the council's desires.

Councilmember Hearn thanked them and stated his recollection of the project was that they were going to be a higher-end product. He cannot accept these designs. He would like to see something more like the prior elevations that were approved. Mr. Miller spoke about the economics of the designs and the current market. The initial prices would start at $500 to $600, with smaller square footage.

Councilmember Hearn stated he would prefer to see everything up front.

Councilmember Weeks stated the prices for small homes is high.

Councilmember Koss commented about the porches, stating they add community engagement.

* **MOTION by Councilmember Weeks; Seconded by Mayor Blake to approve the developer's proposed revisions to the residential architectural elevations for the Windward Preserve PUD and provide directions on whether the revised elevations remain consistent with the approvals granted on December 19, 2023, for the new City of Cocoa Planned Unit Development (PUD) under Ordinance 22-2023, including the Large-Scale Site Plan, and Preliminary Subdivision pursuant to Chapter 18 Subdivisions and Appendix A Zoning of the City Code.**

[4] Exhibit D: Windward Preserve PUD Elevations Presentation

[5] Exhibit E: Taylor Morrison Presentation

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks,

NAYS: Goins, Hearn, Koss

THE MOTION FAILED (3-2)

Greg Stoll spoke with updates on SCTPO and FDOT.

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-1172). (City Clerk)

2. Bi-Weekly Report.

X. Reports:

Samantha Senger reminded Council about the parades and the riverfront park festival which will include the tree lighting Friday night and the boat parade.

She reported on the Provost Park fitness court and suggested doing a mural there in a collage style theme and shared some ideas that other cities have done. She would prepare a survey asking for the names of people to include in the mural.

City Manager Whitten suggested allowing Council to give their input. He asked if Council could give their input at the first meeting of the new year and hold off on the survey until then.

Discussion continued among Council about the mural.

Mayor Blake suggested putting unknown faces there.

Councilmember Hearn stated they could each provide three people, and Mayor Blake agreed.

Councilmember Koss asked who would be doing the faces, designs, etc., and does it have to be people.

City Manager Whitten shared his vision is to have the face of a person and their story on the wall / mural.

Discussion continued about the shelf life of the mural and how it would be made. Councilmember Koss stated she would like to see the history captured.

City Manager Whitten offered to send Councill an example from a city in South Carolina.

It was decided that each Councilmember will provide 3 choices for the mural at the first January meeting.

On Wednesday, December 10, pictures with Santa, Mrs. Claus and the elves will be offered at City Hall. This event supports the food drive as well, and residents are asked to bring canned food items.

Councilmember Weeks asked Council to arrive early to visit the Departments to thank staff.

Chief Lamm gave an update of the Fire Academy and recent graduates.

Additionally, on November 15, he reported that they did a large-scale training with Bright Line.

Chief Lamm also wished to thank Pam Shaia and the Women's Club for their work to help provide food and turkey donations for the Thanksgiving Holiday.

Lastly, he shared how grateful he was for getting through hurricane season without a hurricane.

Councilmember Koss provided a report that included photos of events she recently attended, including one at Family Promise of Brevard, Orchid Lakes, Music on the Promenade, a VAYA event and the Florida League of Cities Conference.

Councilmember Weeks stated she has received complaints about Windward construction and lack of traffic control.

She also shared photos from the Florida League of Mayors conference.

Lastly, she showed photos of the Tiny Village that staff put together and City Manager Whitten thanked Zoie Badalov, Tsusako Worrells and Monique Drew from Finance for all of their work on the project.

Councilmember Hearn shared photos from the Cocoa High Semi Finals, photos from the food drive, and Clearlake Isles.

Councilmember Goins reported on a turkey give-away where they were able to feed 51 families. He also attended an event at Palm Bay's Eastern Florida State College campus to talk about Financial Literacy where 50 teens attended and learned about finances, stocks, etc.

He shared pictures from the Sharing Center who feed 45-50 people daily and he shared that he volunteers there on Thanksgiving.

Lastly, he shared that the MLK weekend event in 2026 will be several days with multiple events and a parade.

Mayor Blake shared photos of the Salt Lake City Council Chambers, the National League of Cities Conference, the VAYA event, a Toy Drive with Cocoa Police Department, and the Space Coast League of Cities dinner.

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the Regular meeting of December 9, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:43 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk
(Transcribed by Lori Chabot, Recording Secretary

Inspire
PLACEMAKING COLLECTIVE

Windward Preserve – Final Plat

City of Cocoa: City Council Meeting

December 9, 2025

Agenda

- Location
- Existing Conditions
- Request
- History
- Findings
- Recommendation



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Location

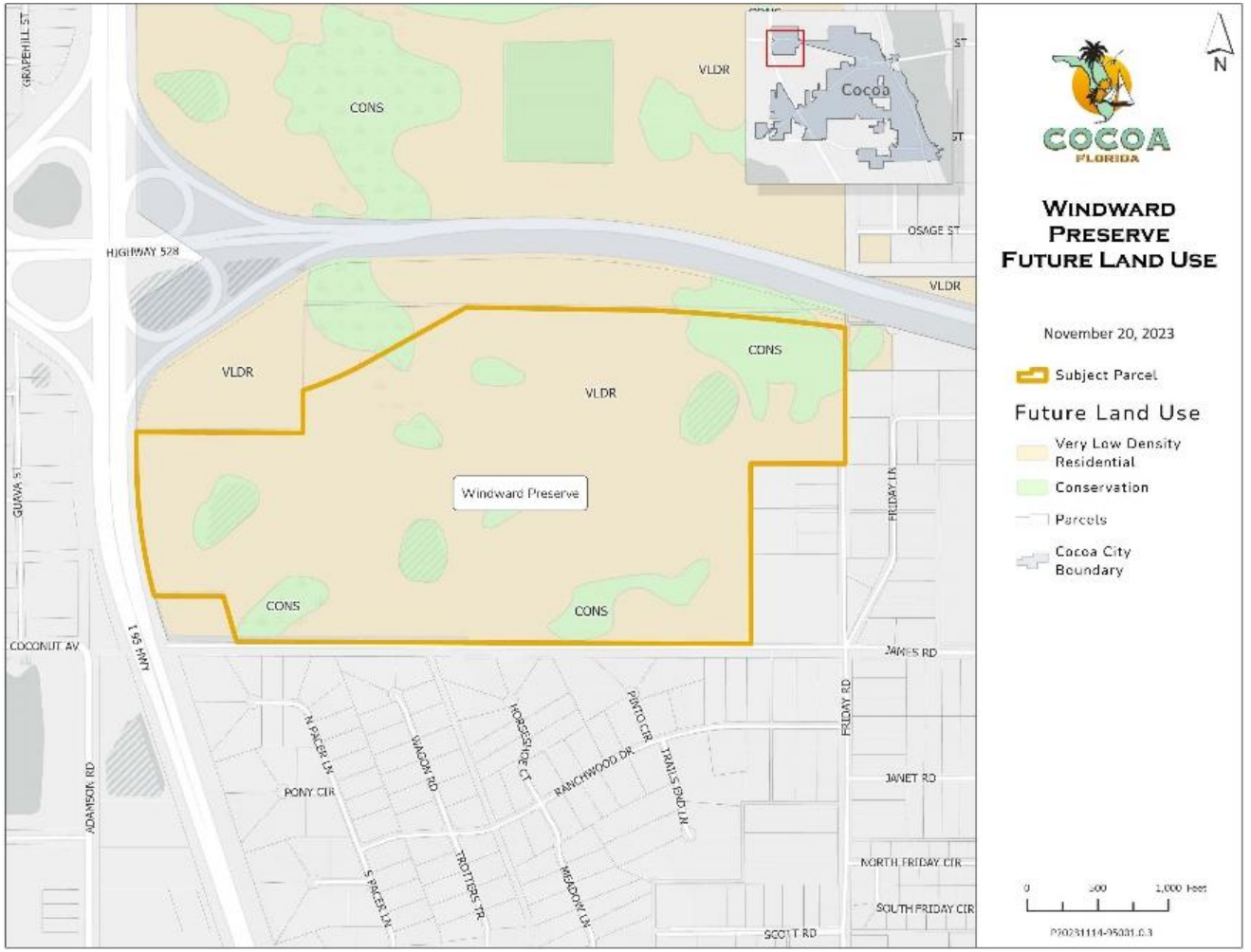
- South of State Road 528 Beachline Expressway
- East of Interstate 95
- 212.2 acres



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Existing Conditions

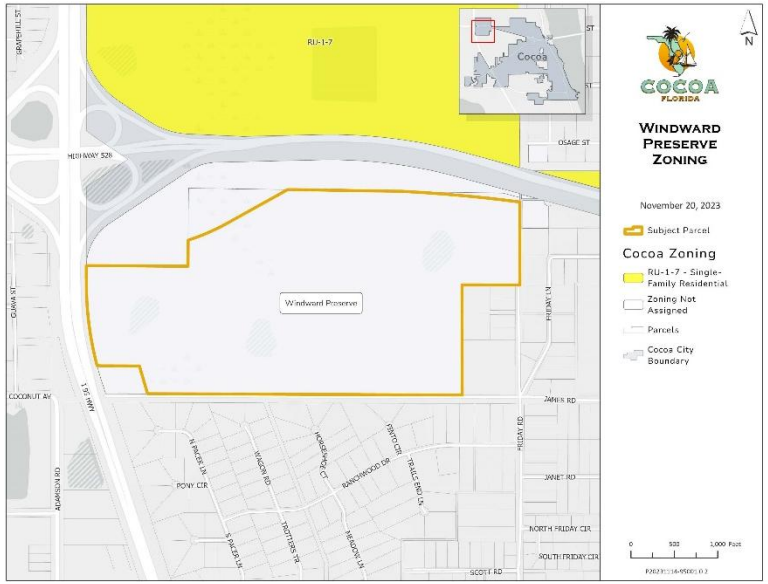
- FLUM: Very Low Density Residential / Conservation
- Allows consideration of up to 4 DU / acre
- Zoning: Planned Unit Development (Windward Preserve)

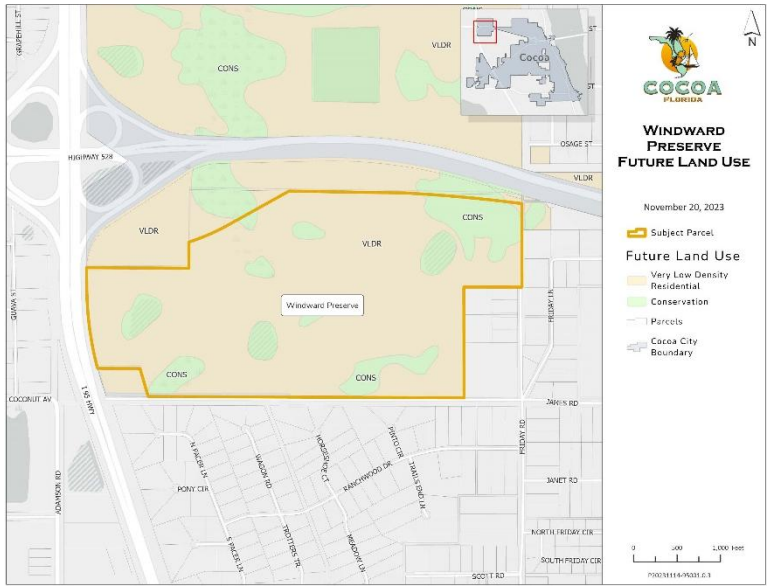


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Existing Conditions

Overview of Surrounding Area:			
	Future Land Use Designations	Zoning Districts	Land Uses
North	Very Low Density Residential / Conservation (City)	General Use (Brevard County)	Retention Ponds / Brightline Railroad Tracks
South	RES 1 (Brevard County)	RR-1 Rural Residential (Brevard County)	Single-Family Residential
East	RES 1 (Brevard County)	RR-1 Rural Residential (Brevard County)	Single-Family Residential / Vacant Land
West	RES 1:2.5 (Brevard County)	AU Agricultural Residential and GU General Use (Brevard County)	Interstate 95 / Vacant Land / Single-Family Residential (West of I-95)

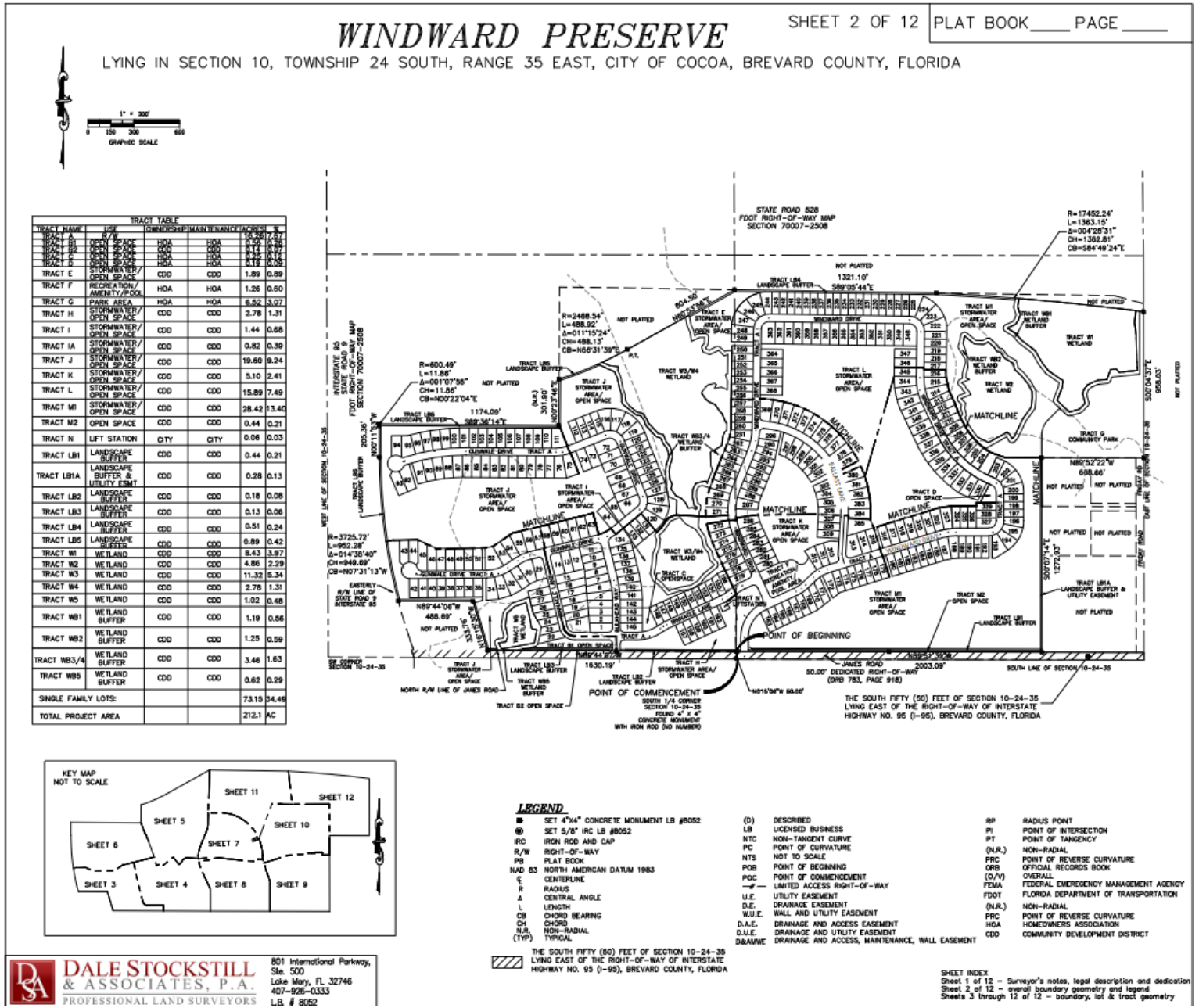




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Request

- Final Plat for 385 single-family lots with tracts for infrastructure to include right-of-way, recreation, open space, wetlands, wetland buffers, and stormwater



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Request

Proposed Ownership / Maintenance Responsibilities

Tract	Ownership	Maintenance
Right-of-Way	HOA	HOA
Landscape Buffers	CDD	CDD
Open Space	HOA / CDD	HOA / CDD
Recreation/Pool/Amenity	HOA	HOA
Stormwater Areas	CDD	CDD
Drainage / Utility Easements	CDD	CDD
Community Park	HOA	HOA
Lift Station	City of Cocoa	City of Cocoa
Wetlands / Buffers	CDD	CDD

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History

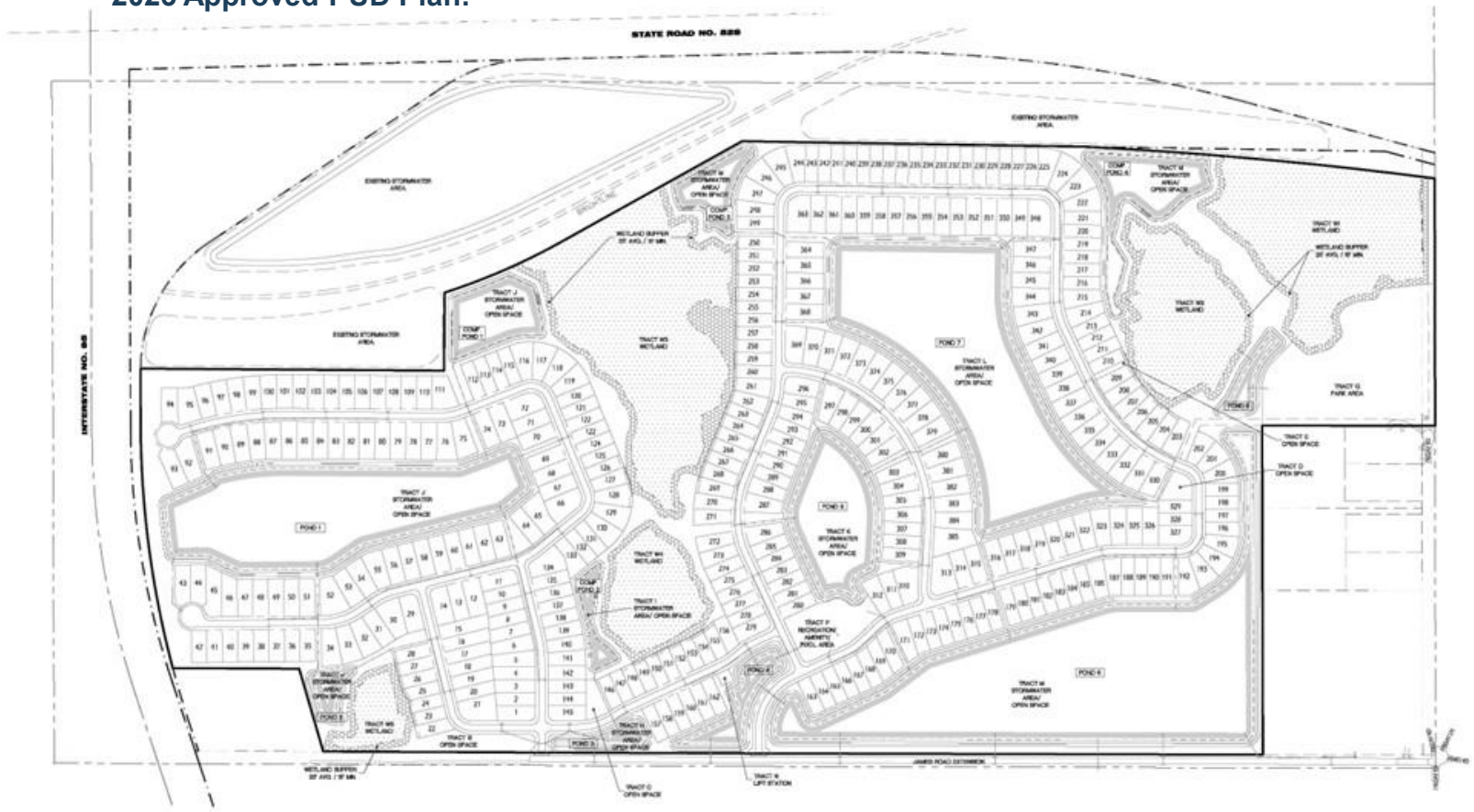
- **2004** - Project originally annexed into the City of Cocoa, Ordinance 31-2004
- **2004** - Brevard County filed a Writ of Certiorari to challenge the annexation
- **2005** - Cocoa and the Hagen-Nicolson Properties, LLC entered into a Preceding Development Agreement which would allow the annexation in exchange for development rights and City services
- **2006** - Agreement was amended to change development entity, Barrera Shores, LLC
- **2008 -** The County and City entered into a Stipulated Settlement Agreement which contained provisions related to density, buffering, access and traffic calming
- **2022** - The City and Beachline Partners, LLC entered into Settlement Implementation Agreement that detailed more specific requirements for this development
- **2023** – City approved the PUD rezoning, large-scale site plan, and preliminary subdivision
- **2024** – Final engineering plans approved by the City

History

Summary of Prior Approvals

- **2004 – 2022:** Annexation, Agreements
- **2023:** PUD rezoning, large-scale site plan, and preliminary subdivision
- **2024**: Final engineering plans, SJRWMD permit, Interlocal Agreement Regarding James Road Segment

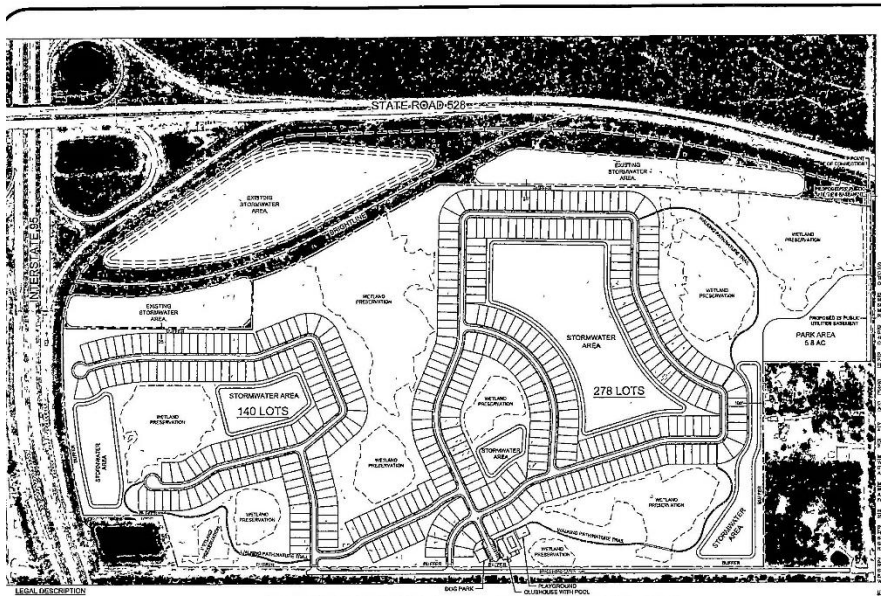
2023 Approved PUD Plan:



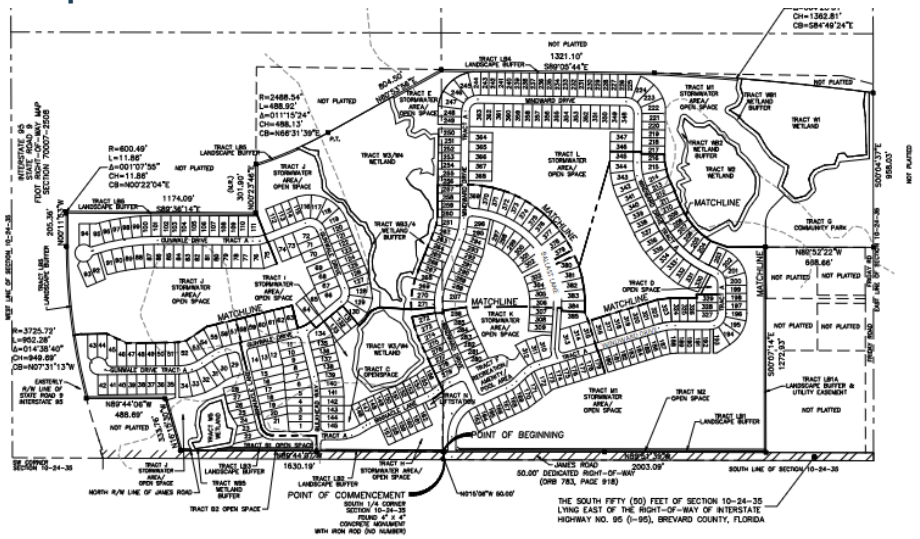
Findings

- Layout is consistent with the layout previously approved by the City in the 2022 Settlement Implementation Agreement, the 2023 PUD and PSPs, and approved engineering plans
- City Surveyor has determined that it is consistent with Chapter 177, F.S.

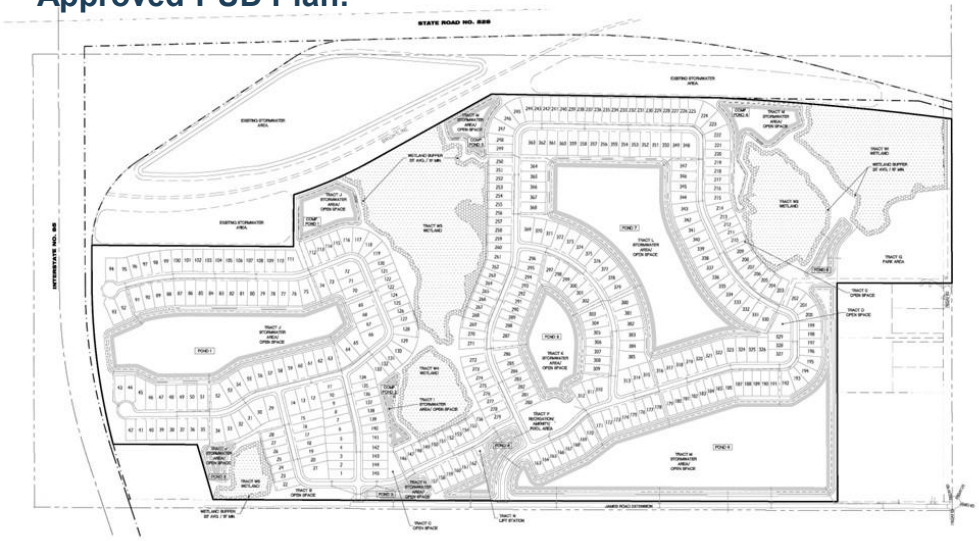
2022 Settlement Implementation Agreement Plan:



Proposed Final Plat:



Approved PUD Plan:



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Recommendation

Staff is recommending approval of the Final Plat, subject to the following conditions:

Plat

1. The FPL easement must be labeled with the Book and Page on the southern boundary of the plat. ORB 10412, Page 2835.

2. On the Tract Table on Page 2, include the ownership and maintenance entity for Tract A (roads).

3. **Revise the utility easement adjacent to the eastern boundary of the plat to a new landscape buffer tract.**

Recommendation

Staff is recommending approval of the Final Plat, subject to the following conditions:

HOA Covenants

1. Exhibit E, which is a listing of tracts and maintenance responsibility must be updated to match the Tract Table on the plat.

2. Resolve all conflicts between the covenants and the plat regarding the maintenance responsibility for buffers, irrigation systems, and streetlights to the satisfaction of the City Attorney.

3. Page 51 – Resolve highlighted footnote.

4. Fill in all blanks in Articles of Incorporation.

Recommendation

Staff is recommending approval of the Final Plat, subject to the following conditions:

Additional Conditions

1. Provide an executed letter of credit in a form acceptable to the City Attorney based on the most recent engineer's estimate.

2. Provide an executed conservation easement for all of the wetland and wetland buffer tracts, which shall be recorded simultaneously with the final plat.

CITY COUNCIL MEETING

DECEMBER 9, 2025



COCOA
FLORIDA

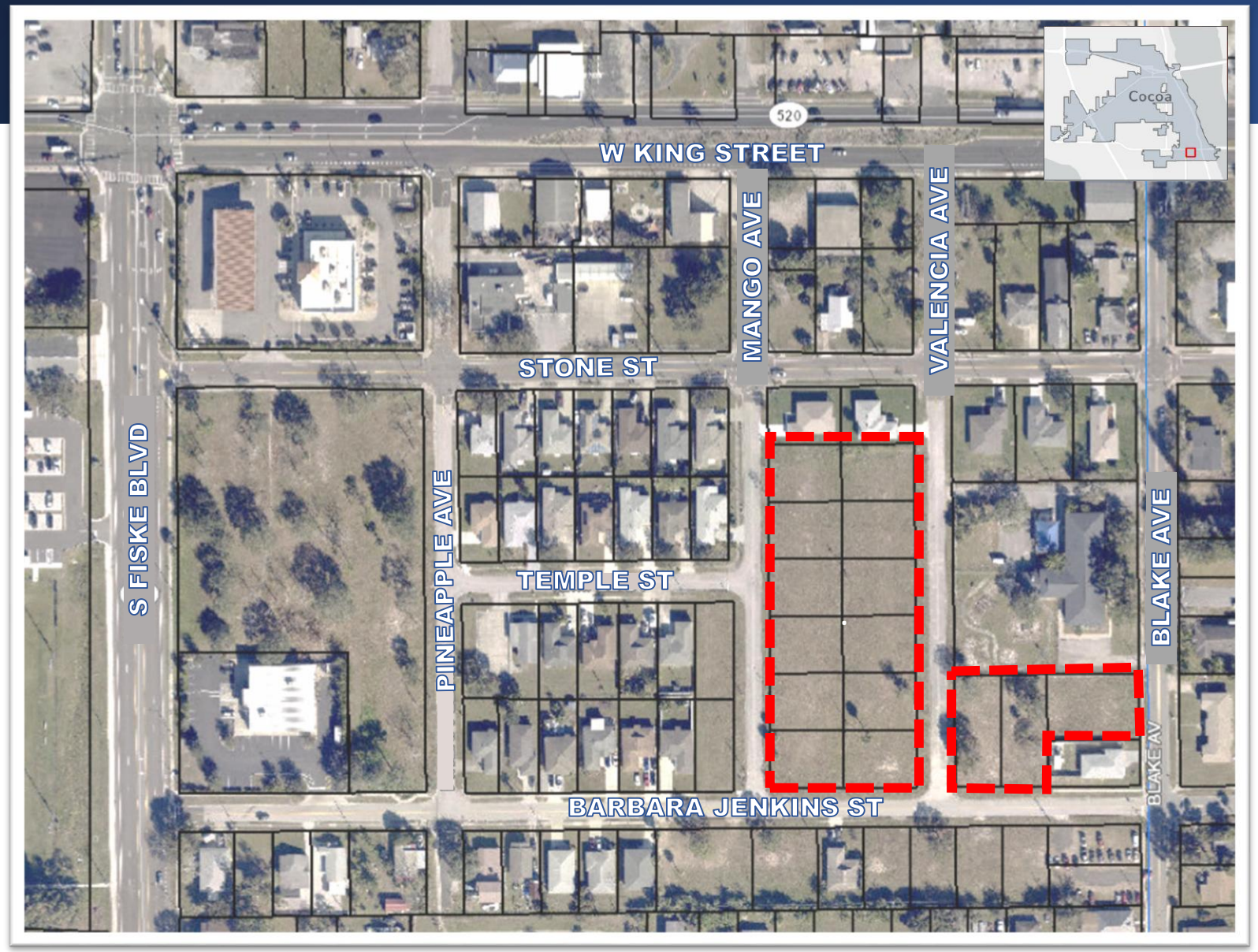
Michael C. Blake Subdivision
Large Scale Site Plan and Preliminary Plat

To construct affordable housing in the Michael C. Blake Subdivision in Cocoa, Florida, Diamond Square CRA, for potential homeowners classified as either very-low, low, or moderate-income persons as defined in Florida Statutes and the U.S. Department of Housing and Urban Development, for the development of fifteen (15) existing parcels of real property into thirty (30) affordable, single-family homes.

COCOA FLORIDA

Location Map

COCOA
FLORIDA



Lennar Homes (Developer)
Rafael Nelson, Anna Myers
3931 RCA Blvd, Suite 3105
Palm Beach Gardens, FL 33410

Engineer: Mills, Short & Associates

Project Location:

Diamond Square CRA

Mango Ave, Valencia Ave, & Blake Ave

between

Barbara Jenkins St & Stone St

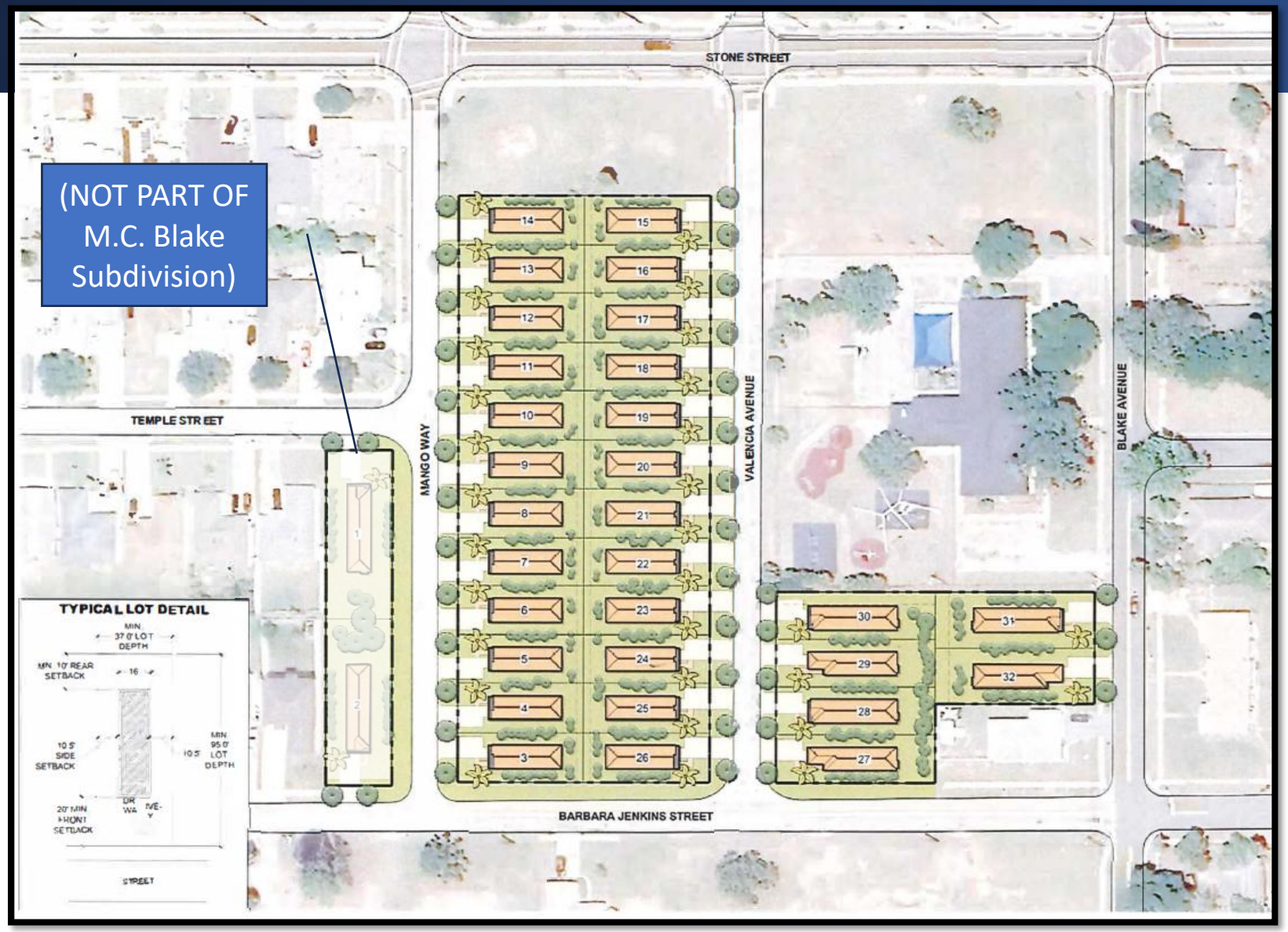
PROJECT HISTORY

COCOA
FLORIDA

- In **September of 2024**, the City published a **Request for Proposal** for the redevelopment of this Property into affordable single-family housing to further the Diamond Square Community Redevelopment Plan objectives.
- In **October of 2024**, Lennar Homes submitted a proposal to develop the Property, and the City Council selected Lennar Homes for further negotiation of a **Development Agreement** that established guidelines and parameters for the development of the Property.
- On **April 22, 2025**, City Council approved the **Concept Plan, Development Agreement** and **Purchase and Sale Agreement** for the Michael C. Blake Subdivision.
- On **June 23, 2025**, Lennar submitted the **Site Plan and Preliminary Plat** for review and approval by City Staff.
- On **December 3, 2025**, Planning and Zoning Board unanimously recommended that City Council APPROVE the **Site Plan and Preliminary Plat.**

Conceptual Development Plan

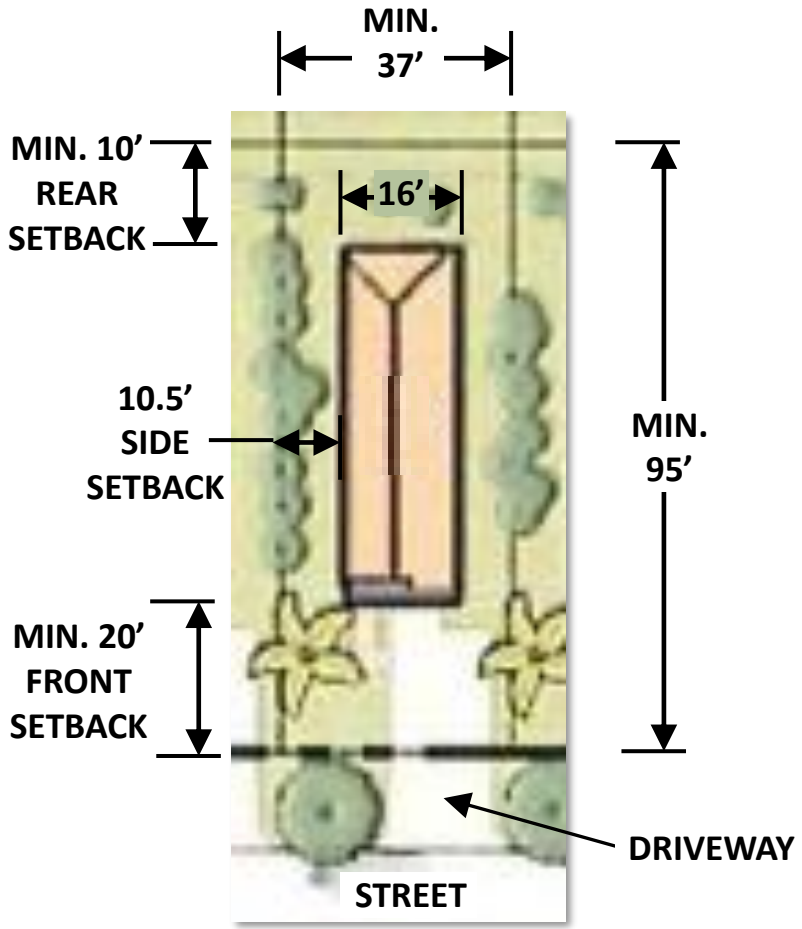
COCOA
FLORIDA



- 3 Floor Plans
- 9 Different Elevations
- 3 or 4 Bedrooms (2nd Floor)
- 2.5 Bathrooms
- 2-Stories
- 16’ Wide Homes

Conceptual Development Plan Variances

COCOA
FLORIDA



TYPICAL LOT DETAIL

Variances Granted

A) Min. Lot size: 7,500 SF → 3,515 SF

B) Min. Lot Width: 75’ wide → 37’ wide

C) Min. Lot Depth: 100’ deep → 95’ deep

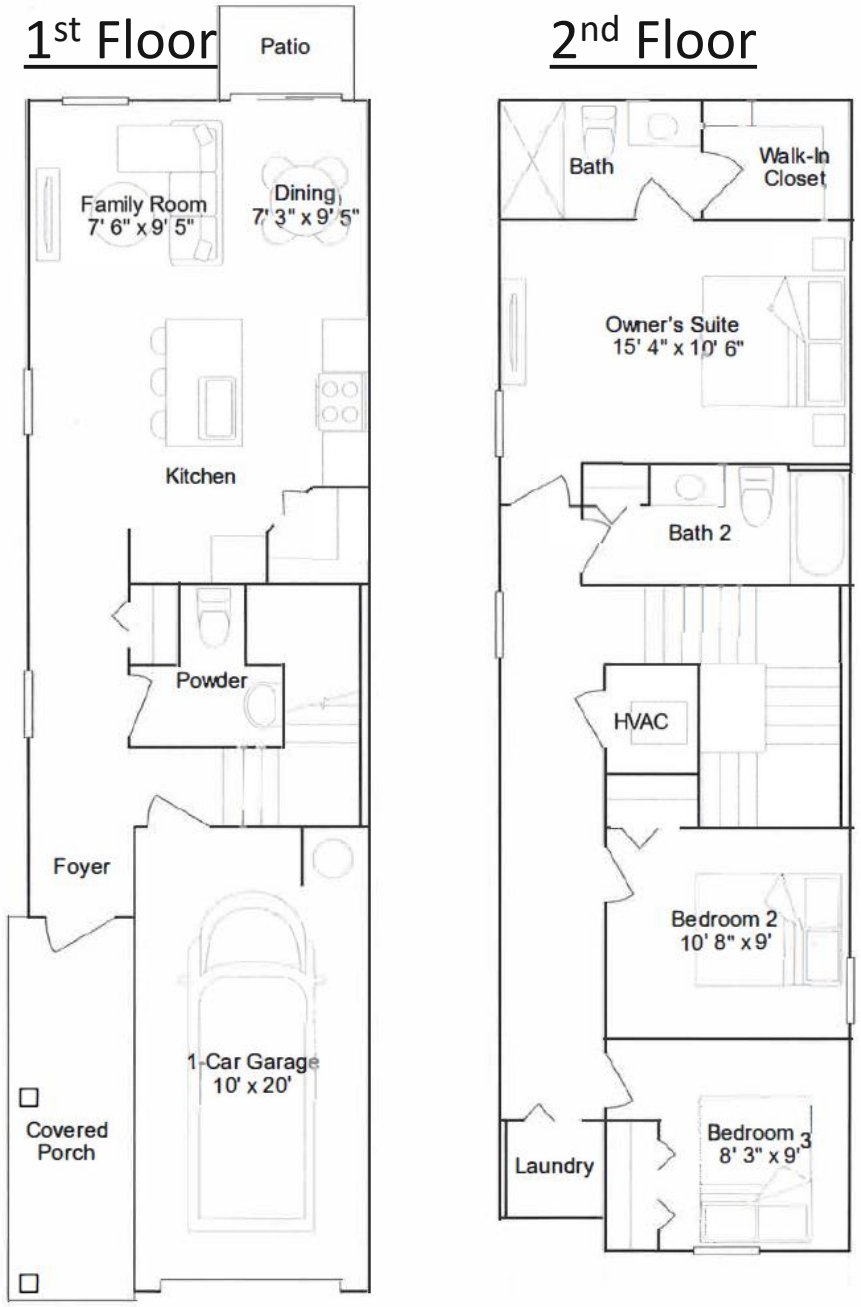
D) Max. Lot Coverage > 30%
(not to exceed max. impervious area of 70%)

Setbacks:

Min. 10’ Rear Setback

Min. 20’ Front Setback

10.5’ Side Setback



Serving our community with P.R.I.D.E!

A



B



C

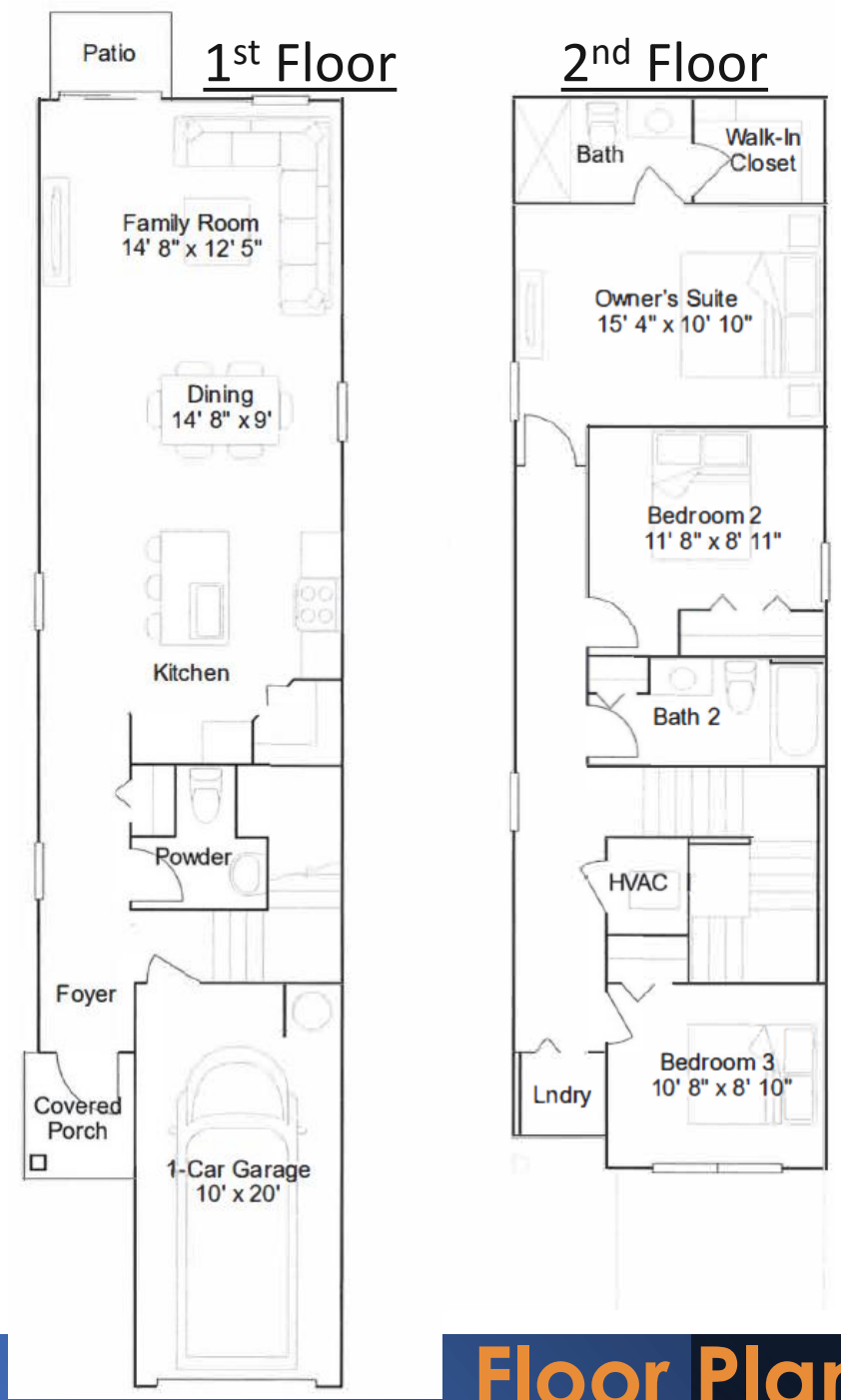


1,295 SF

3 BR

2.5 Bath

Floor Plan & Elevation – "Breeze"



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1,524 SF

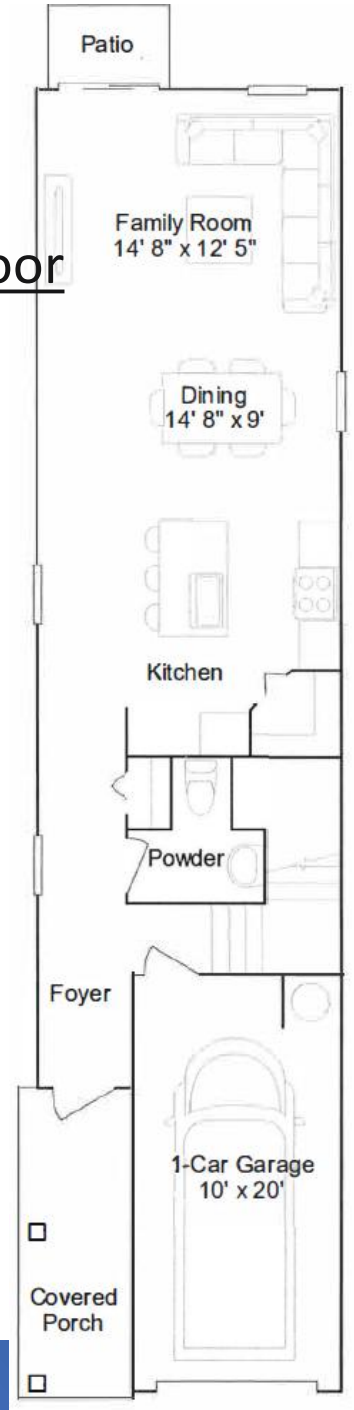
3 BR

2.5 Bath

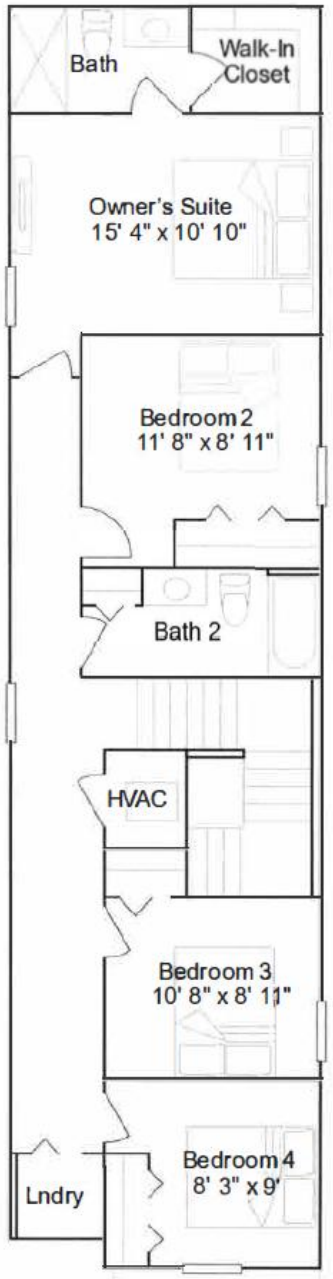
Floor Plan & Elevation – "Cypress"

Serving our community with P.R.I.D.E!

1st Floor



2nd Floor



A



B



C



1,684 SF

4 BR

2.5 Bath

Floor Plan & Elevation – "Element"

Requested Enhancements

COCOA
FLORIDA

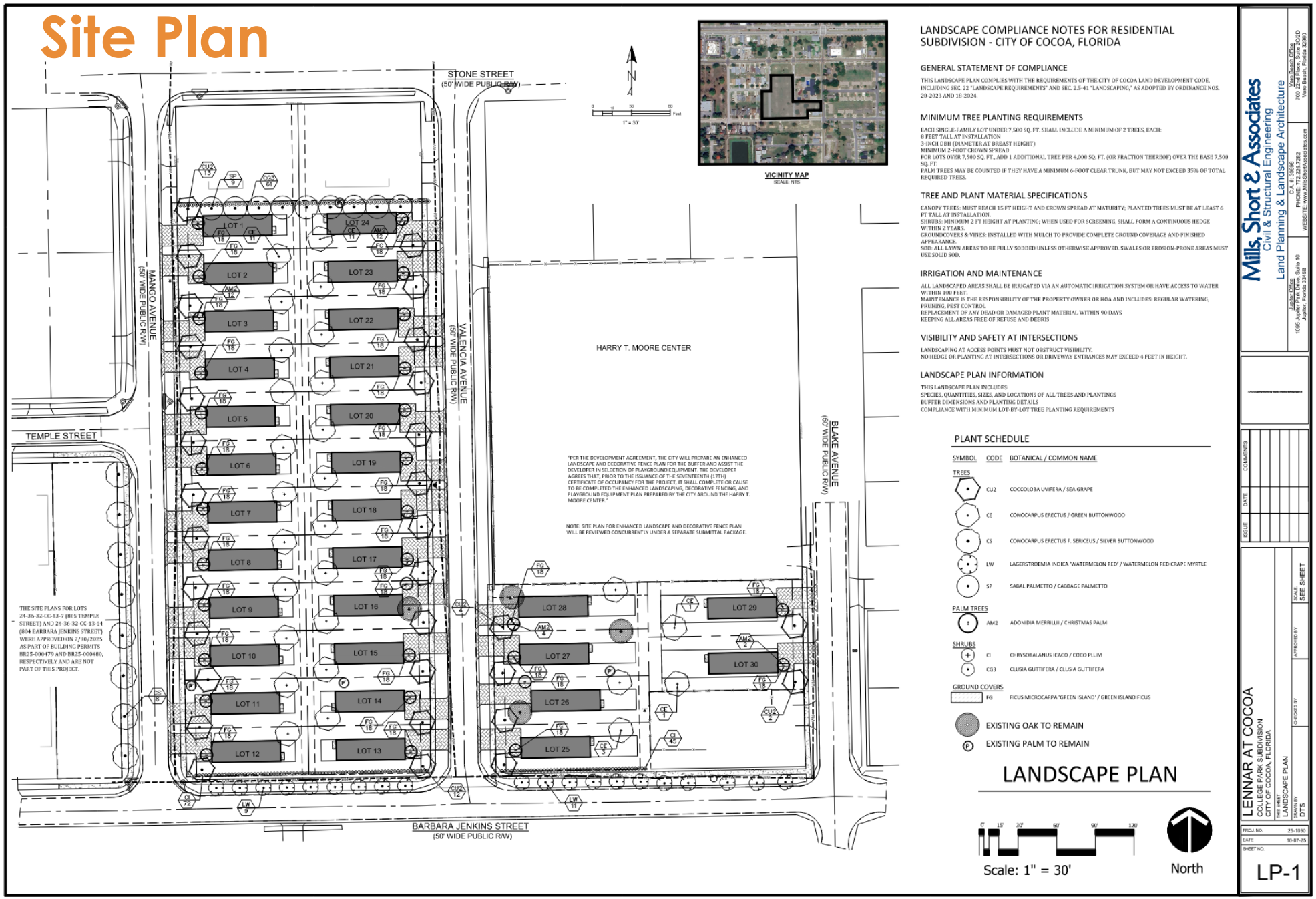
1) Develop **affordable** single-family homes, as defined by HUD,

2) **Income-qualify all potential buyers** to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in FS Section 420.0004,

3) Provide enhanced landscaping, fencing, and playground equipment for the **Harry T. Moore Center**, and

4) Incorporate the use of **energy efficient** building methods and materials in the new homes.

Site Plan



LANDSCAPE COMPLIANCE NOTES FOR RESIDENTIAL SUBDIVISION - CITY OF COCOA, FLORIDA

GENERAL STATEMENT OF COMPLIANCE

THIS LANDSCAPE PLAN COMPLIES WITH THE REQUIREMENTS OF THE CITY OF COCOA LAND DEVELOPMENT CODE, INCLUDING SEC. 22 "LANDSCAPE REQUIREMENTS" AND SEC. 2.5-41 "LANDSCAPING," AS ADOPTED BY ORDINANCE NOS. 20-2023 AND 18-2024.

MINIMUM TREE PLANTING REQUIREMENTS

EACH SINGLE-FAMILY LOT UNDER 7,500 SQ. FT. SHALL INCLUDE A MINIMUM OF 2 TREES, EACH:
8 FEET TALL AT INSTALLATION
3-INCH DBH (DIAMETER AT BREAST HEIGHT)
MINIMUM 2-FOOT CROWN SPREAD
FOR LOTS OVER 7,500 SQ. FT., ADD 1 ADDITIONAL TREE PER 4,000 SQ. FT. (OR FRACTION THEREOF) OVER THE BASE 7,500 SQ. FT.
PALM TREES MAY BE COUNTED IF THEY HAVE A MINIMUM 6-FOOT CLEAR TRUNK, BUT MAY NOT EXCEED 35% OF TOTAL REQUIRED TREES.

TREE AND PLANT MATERIAL SPECIFICATIONS

CANOPY TREES: MUST REACH 15 FT HEIGHT AND CROWN SPREAD AT MATURITY; PLANTED TREES MUST BE AT LEAST 6 FT TALL AT INSTALLATION.
SHRUBS: MINIMUM 2 FT HEIGHT AT PLANTING; WHEN USED FOR SCREENING, SHALL FORM A CONTINUOUS HEDGE WITHIN 2 YEARS.
GROUNDCOVERS & VINES: INSTALLED WITH MULCH TO PROVIDE COMPLETE GROUND COVERAGE AND FINISHED APPEARANCE.
SOD: ALL LAWN AREAS TO BE FULLY SODDED UNLESS OTHERWISE APPROVED. SWALES OR EROSION-PRONE AREAS MUST USE SOLID SOD.

IRRIGATION AND MAINTENANCE

ALL LANDSCAPED AREAS SHALL BE IRRIGATED VIA AN AUTOMATIC IRRIGATION SYSTEM OR HAVE ACCESS TO WATER WITHIN 100 FEET.
MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOA AND INCLUDES: REGULAR WATERING, PRUNING, PEST CONTROL.
REPLACEMENT OF ANY DEAD OR DAMAGED PLANT MATERIAL WITHIN 90 DAYS
KEEPING ALL AREAS FREE OF REFUSE AND DEBRIS

VISIBILITY AND SAFETY AT INTERSECTIONS

LANDSCAPING AT ACCESS POINTS MUST NOT OBSTRUCT VISIBILITY.
NO HEDGE OR PLANTING AT INTERSECTIONS OR DRIVEWAY ENTRANCES MAY EXCEED 4 FEET IN HEIGHT.

LANDSCAPE PLAN INFORMATION

THIS LANDSCAPE PLAN INCLUDES:
SPECIES, QUANTITIES, SIZES, AND LOCATIONS OF ALL TREES AND PLANTINGS
BUFFER DIMENSIONS AND PLANTING DETAILS
COMPLIANCE WITH MINIMUM LOT-BY-LOT TREE PLANTING REQUIREMENTS

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	CU2	COCCOLOBA UVIFERA / SEA GRAPE
	CE	CONOCARPUS ERECTUS / GREEN BUTTONWOOD
	CS	CONOCARPUS ERECTUS F. SERICEUS / SILVER BUTTONWOOD
	LW	LAGERSTROEMIA INDICA 'WATERMELON RED' / WATERMELON RED CRAPE MYRTLE
	SP	SABAL PALMETTO / CABBAGE PALMETTO
PALM TREES		
	AM2	ADONIDIA MERRILLII / CHRISTMAS PALM
SHRUBS		
	CI	CHRYSOBALANUS ICACO / COCO PLUM
	CG3	CLUSIA GUTTIFERA / CLUSIA GUTTIFERA
GROUND COVERS		
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS

EXISTING OAK TO REMAIN
EXISTING PALM TO REMAIN

LANDSCAPE PLAN

0' 15' 30' 60' 90' 120'
Scale: 1" = 30'
North

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture
Jupiter Office: 1095 Jupiter Park Drive, Suite 10, Jupiter, Florida 33458
Vero Beach Office: 700 22nd Place, Suite 2C&D, Vero Beach, Florida 32960
PHONE: 772.226.7282
WEBSITE: www.MillsShortAssociates.com
C.A.# 30998

ISSUE | DATE | COMMENTS

LENNAR AT COCOA
COLLEGE PARK SUBDIVISION
CITY OF COCOA, FLORIDA
TITLE SHEET: LANDSCAPE PLAN
DESIGNED BY: DTS
DRAWN BY:
CHECKED BY:
APPROVED BY:
SCALE: SEE SHEET
PROJ. NO. 25-1090
DATE: 10-07-25
SHEET NO.
LP-1

Consistency with Comprehensive Plan

COCOA
FLORIDA

The Site Plan and Prelimiary Plat align with the goals, objectives, and policies of the City of Cocoa Comprehensive Plan's Future Land Use Element and Housing Element, as well as those of the Diamond Square Redevelopment Plan including:

FUTURE LAND USE ELEMENT

- **Objective 1.1.4: Redevelopment.**
- **Policy 1.1.4.1: Promoting vitality and redevelopment of the two Community Redevelopment Areas**

HOUSING ELEMENT

- **GOAL 3.1: Encouraging and Promoting the Provision of Decent, Safe, and Sanitary Housing**
- **Objective 3.1.1: Housing Supply.**
- **Objective 3.1.5: Energy Efficiency.**
- **Objective 3.1.6: Location of Housing** (provide appropriate locations for very-low, low-, and moderate-income housing)
- **Objective 3.3.1: Incentives for Affordable Housing.**
- **GOAL 3.7 and Objective 3.7.1: Infill Development.**

Recommended Action

COCOA
FLORIDA

Staff requests that the City Council **APPROVE** the **Large Scale Site Plan and Preliminary Plat** for the **Michael C. Blake Subdivision**, consisting of 30 single family homes and consisting of approximately 2.56 acres. Generally located north of Barbra Jenkins St and between Mango and Blake Avenues.

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

CITY COUNCIL MEETING

DECEMBER 9, 2025



COCOA
FLORIDA

ORDINANCE 12-2025 – 1ST Read

REASONABLE ACCOMMODATION

AND

CERTIFIED RECOVERY RESIDENCE

(Required per F.S. 397.487)

COCOA FLORIDA

LDC Amendment – Ord. 12-2025 Reasonable Accommodations: BACKGROUND

COCOA FLORIDA

SB 954: Certified Recovery Residences

THE FLORIDA SENATE

- Municipalities must establish procedures for the review and approval of Certified Recovery Residences (CRR's), including a process for requesting "reasonable accommodations" from any local land use regulation which currently prohibits the establishment of Certified Recovery Residences, provides a formal process to request reasonable accommodations from the City's land development regulations.

- Compliance with
  - S.B. 954 and the Florida Statutes Section 397.487
  - Americans with Disabilities Act and the Fair Housing Act.

LDC Amendment – Ord. 12-2025 Reasonable Accommodations: BACKGROUND

COCOA FLORIDA

Recovery Residences ("sober living homes")

- non-medical residential settings - support recovery from substance use disorders
  - Cooperatively organized and run by residents
  - Operated by for-profit or non-profit organizations
  - Must obtain the voluntary certification outlined in Florida Statutes
  - Managed by a certified recovery residence administrator.
- Must meet rigorous standards, including:
  - policy and procedures manual for drug testing, prohibiting use of any alcohol or drugs on premises, recovery support, good neighbor policy
  - Code of Ethics & Rules for residents
  - Relapse policy & Eviction procedures
  - Background screening & intake procedures
  - Certificates of compliance renewed yearly



LDC Amendment – Ord. 12-2025 Reasonable Accommodations: BACKGROUND

COCOA
FLORIDA

“Reasonable Accommodation”

- a change, exception, or adjustment to a rule, policy, practice, or service, specifically including land use or zoning laws and policies, that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.
- Where CRR’s not permitted by right, required to request reasonable accommodations to zoning code.
- Examples:
  - Reduced setback for handicap ramps
  - Increase in Max. Impervious Area to add HC parking
  - Accommodate Support Animals
  - To allow CRR in Single Family Residential Districts



LDC Amendment – Ord. 12-2025 Reasonable Accommodations: SUMMARY OF REVISIONS – ART XIII

COCOA FLORIDA

I. **Adding New Section 34 to Article XIII, *Supplementary District Regulations,* Reasonable Accommodation Requests.** → **Establishes Procedures**

- Determine Eligibility
- Application Requirements
- Outline Review Process, Appeals & Revocations
- certification for recovery residences is required

Community Services Director shall:

- Grant Request in Full
- Grant Request in Part
- With / Without Conditions
- Deny

LDC Amendment – Ord. 12-2025 Reasonable Accommodations: SUMMARY OF REVISIONS – ART XI

COCOA FLORIDA

II. Amending Article XI, *Schedule of District Regulations* (Various Districts)

→ **Specifies Permitted Zoning Districts**

The following sections have been amended to add **Certified Recovery Residences** as **PRINCIPAL** use:

- Sec. 5. RU-2-15, Multiple-Family Dwelling District.
- Sec. 6. RU-2-25, Multiple-Family Dwelling District.
- Sec. 9. R-P, Residential Professional District.
- Sec. 10A. C-R, Restricted Commercial District.
- Sec. 11. C-N, Neighborhood Commercial District

LDC Amendment – Ord. 12-2025 Reasonable Accommodations: SUMMARY OF REVISIONS – ART XI

COCOA
FLORIDA

II. Amending Article XI, *Schedule of District Regulations* (Various Districts, cont'd.)

The following have been amended to add **Certified Recovery Residences** as a use by **SPECIAL EXCEPTION (Board of Adjustment Hearing)***:

- Sec. 10. P-S, Professional, Offices and Services District.
- Sec. 12. C-G, General Commercial District.
- Sec. 13. CBD, Central Business District.

Note: Certified Recovery Residences will not be permitted in the Single-family RU-1-7 district unless they receive a reasonable accommodation under the process established in the ordinance.

LDC Amendment – Ord. 12-2025 Reasonable Accommodations: ANALYSIS

COCOA
FLORIDA

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the Planning Board shall consider and study:

a. *The need and justification for the change; and*

b. *The relationship of the proposed amendment to the purposes and objectives of the comprehensive plan.*

Staff Finding:

1. Complies with Section 397.487, **Florida Statutes**, as amended by Fla. S.B. 954
2. Consistent with Goals, Policies & Objectives of **Comprehensive Plan**:
   - Non-discrimination
   - Fair Housing Act
   - Opportunities for those with Special Needs, Elderly, & Physically or Mentally Disabled.
   - Adequate Location Standards as required by the Florida Statutes

LDC Amendment – Ord. 12-2025 Reasonable Accommodations: STAFF RECOMMENDATION

COCOA
FLORIDA

Prior Action

December 3, 2025, the **Planning and Zoning Board** unanimously recommended that the Council APPROVE the first reading of Ordinance 12-2025.

Staff requests City Council **APPROVE** Ordinance 12-2025, an ordinance of the City Council of the City of Cocoa, Brevard County, Florida, amending Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, to add procedures for processing requests for reasonable accommodation from the City's Land Development Regulations, which shall also be applicable to certified recovery residences in order to comply with Florida Statutes section 397.487; amending article XI, *Schedule of District Regulations*, to add certified recovery residences as principal and special exception uses in certain districts; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

Windward Preserve PUD Elevations

Agenda Item 2025-1202:



Windward Preserve PUD - Elevations

Requested Action:

Request to review and approve developer's proposed revisions to the residential architectural elevations for the Windward Preserve PUD and provide directions on whether the revised elevations remain consistent with the approvals granted on December 19, 2023 for the new City of Cocoa Planned Unit Development (PUD) under Ordinance 22-2023, including the Large-Scale Site Plan, and Preliminary Subdivision pursuant to Chapter 18 Subdivisions and Appendix A Zoning of the City Code.

Windward Preserve PUD - Elevations

As part of that approval, the developer submitted a series of architectural elevations for Council's review. These elevations became part of the development entitlement and established the architectural character intended for the community.

The developer, Taylor Morrison, has updated its residential design portfolio and is requesting approval of a new set of architectural elevations to replace the eight models previously approved by Council:

- ✓Aruba
- ✓Saint Thomas,
- ✓Grenada,
- ✓Barbados,
- ✓Bonaire,
- ✓Sand Key,
- ✓Saint Croix
- ✓Amelia

Windward Preserve PUD - Elevations

Relevant Conditions:

Condition #5: Paver or stamped/stained concrete driveways.

Condition #10: 1,500 sq ft minimum living area; 1,800 sq ft average; 2,400 sq ft minimum footprint.

Condition #11: No repeated elevation adjacent, across, or diagonal.

Windward Preserve PUD - Elevations

Analysis:

Staff evaluated the proposed elevations under the following criteria:

1. Consistency with the previously approved PUD and adopted Council conditions

2. Adherence to Conditions # 5, #10, and #11

3. Maintenance of architectural diversity, detailing, massing, and overall character previously represented to Council

4. Compliance with minimum building size, height, and materials standards established in the Stipulated Settlement Agreement and incorporated into the PUD approval

Windward Preserve PUD - Elevations

When reviewing the approved elevations against the newly proposed elevations, please consider the following architectural components:

1. Use of stone walls, accent materials, and pillar/column details – exterior walls

2. Differences in overall square footage

3. Roof style, including hip and gable configurations

4. Presence of prominent front gables

5. Quality and design of covered entries and porches

6. Variation in façade articulation and massing - using varied design elements—such as porches, columns, window placement, trim, rooflines, and changes in building shape—to avoid flat or repetitive fronts and create distinct home designs.

Windward Preserve PUD - Elevations

Recommended Motion:

Staff requests that City Council review the developer's proposed revisions to the residential architectural elevations for the Windward Preserve PUD and provide direction on whether the revised elevations remain consistent with the PUD approval granted on December 19, 2023 (Ordinance 22-2023) and the conditions adopted by Council. Consideration should be given to Conditions #5, #10, and #11, and to the architectural features that formed the basis of the original approval.

THANK YOU




COCOA
FLORIDA
PUBLIC WORKS DEPARTMENT
155 N. WILSON AVE.




COCOA
FLORIDA




COC
FIRE R






COCOA
WELCOMES YOU



Windward Preserve – Home Product Update

- Council approved initial home plans in December 2023
  - 50’ lots – 5 plans, 3 elevations each
  - 60’ lots – 2 plans, 3 elevations each
- Home plans were updated company-wide in Fall 2025
  - 50’ lots – 6 plans, 4 elevations each
  - 60’ lots – 5 plans, 4 elevations each
- 1 and 2 story plans available for each lot type
- All plans exceed the minimum 1,500 sq.ft. requirement in the Settlement Agreement

Windward Preserve – 50’ lot, home sizes

Lot Size	Approved Home Plan	Living SqFt	Proposed New Home Plan	Living SqFt
50	Aruba	1,768	Atlantic	1,750
50	St Thomas	2,055	Biloxi	1,900
50	Grenada	2,394	Longboat	2,395
50	Barbados	3,422	Carlsbad	2,115
50	Bonaire	2,600	Rockport	2,877
50			Monterey	2,911

Windward Preserve – 60’ lot, home sizes

Lot Size	Approved Home Plan	Living SqFt	Proposed New Home Plan	Living SqFt
60	Sand Key	3,835	Astoria	2,420
60	Saint Croix	2,921	Bainbridge	2,681
60	Amelia	2,755	Bradley	2,970
60			Key West	3,266
60			Nantucket	3,508

Approved Plan – Aruba

-50’ Lot
-1,768 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION B



ELEVATION C

New Plan – Atlantic

-50’ Lot

-1,750 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A

Approved Plan – St Thomas

-50’ lot

-2,055 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION B



ELEVATION C

New Plan – Biloxi

-50’ lot

-1,900 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A

Approved Plan – Grenada

-50’ lot

-2,394 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION C



ELEVATION D

New Plan – Longboat

-50’ lot

-2,395 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A

Approved Plan – Barbados

-50’ Lot

-3,422 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION B



ELEVATION C

New Plan – Carlsbad

-50’ lot

-2,115 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A

Approved Plan – Bonaire

-50’ Lot

-2,600 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION B



ELEVATION C

New Plan – Rockport

-50’ Lot

-2,877 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A

Approved Plan – Sand Key

-60’ Lot
-3,835 sq.ft.



INCLUDED ELEVATION



ELEVATION D



ELEVATION E



ELEVATION F

New Plan – Astoria

-60’ Lot

-2,420 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE ELEVATION B



TRADITIONAL EXTERIOR A

Approved Plan - St Croix

-60’ lot

-2,921 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION B



ELEVATION C

New Plan – Bainbridge

-60’ Lot

-2,681 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE ELEVATION B



TRADITIONAL EXTERIOR A

Approved Plan – Amelia

-60’ Lot

-2,755 sq.ft.



INCLUDED ELEVATION



ELEVATION A



ELEVATION B



ELEVATION C

New Plan – Bradley

-60’ Lot

-2,970 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE ELEVATION B



TRADITIONAL EXTERIOR A

New Plan – Key West

-60’ Lot

-3,266 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE ELEVATION B



TRADITIONAL EXTERIOR A

New Plan – Nantucket

-60’ Lot

-3,508 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE ELEVATION B



TRADITIONAL EXTERIOR A

New Plan – Monterey

-50’ lot

-2,911 sq.ft.



COASTAL EXTERIOR A



CRAFTSMAN EXTERIOR A



FARMHOUSE EXTERIOR A



TRADITIONAL EXTERIOR A

CITY COUNCIL AGENDA ITEM

Memo Date:	March 17, 2026
Agenda Date:	April 28, 2026
File ID:	2026-203
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the March 10, 2026 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the March 10, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

March 10, 2026

A Regular City Council Meeting was held on Tuesday, March 10, 2026, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:00 p.m.

Didi Sims provided the invocation, and Ms. Gibson led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Alex Goins	Deputy Mayor
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Kristin Eick	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Director; Savi Pooran, HR Manager; Mitch Lawyer, Interim Chief Technology Officer; Samantha Senger, Communications & Economic Development Director; and David Grissom, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Agenda: Regular Meeting of March 10, 2026. (2026-96).

*** MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

IV. Delegations:

Mr. George Brown, 555 W. King St., Cocoa, explained that he would like to inquire about the zoning of his property. He has been waiting for over a year to get an answer, and he would like to know what he can do with his property so he can sell it before he passes away. He brought a gentleman with him, Dylan Hansen, who reiterated that Mr. Brown has been waiting for over a year, and they are asking for something in writing so they know what they can do with the property. They have and have had interested parties who would like to buy it but they aren't sure what they can do with it because of the zoning.

In response, City Manager Whitten explained that Mr. Brown has been experiencing these issues with his property for many years, even before he became City Manager. He explained that the property's future land use and zoning are inconsistent with each other. The realtor representing him last year was made aware of the issue. Additionally, Mr. Brown has received letters from the City explaining this.

City Manager Whitten explained the process, and it starts with the Planning & Zoning Board. It could involve Comprehensive Plan Amendments or Future Land Use amendments done by Ordinance with two Public Hearings presented to the City Council.

Councilmember Weeks asked what the quickest way to resolve this is. In response, City Manager Whitten stated that there is no quick way and although he empathizes with Mr. Brown, the proper process has to be followed.

Paul Kamus, 116 Olive St., Cocoa, shared that he attended a conference recently and spoke about the proposal to remove property tax. He spoke about the importance of property tax and its benefits.

Anita Gibson, 451 Stone St., Cocoa, would like to make sure that the new Diamond Square subdivision won't affect their schools and parks negatively because of any kind of bottlenecking.

Brad Whitmore, 351 Rockledge Dr., Rockledge, spoke about an idea he has for a temporary dinghy landing at Cocoa Riverfront Park. He presented a packet of pictures to Council with his idea. He shared that he feels we are losing business by not having a temporary dinghy landing and this would be an improvement that we could put out to our cruisers. This would be temporary until the City's day docks are up.

Deputy Mayor Goins suggested that this be presented to the Cocoa CRA. In response, Mr. Whitmore replied that he would be happy to present his idea to the Cocoa CRA.

V. Consent Agenda:

1. Approve a Resolution to adopt the 2025 Brevard County Local Mitigation Strategy Plan. (2026-98). (Fire Chief)

2. Announcement of Travel for Mayor Blake and City Manager Stockton Whitten to Washington D.C. from March 3rd - March 4th, 2026. (2026-99). (City Clerk)

3. Approval of the SBS Sports, LLC Half Marathon Road Closure Request. (2026-101). (Comm. & Economic Development Director)

4. Approve Change Order No. 1 to Myra Planning and Design in the amount of $7,909.50 and adopt Contingency Resolution 2026-### authorizing the City Manager to execute future project-related amendments up to an additional $22,000 with a maximum project cost of $117,497.00. (2026-104). (Public Works)

5. Approve Task Order 2026-18 with Atlantic Development Inc. in the amount of $309,215.00 for the Catalina Isle Drive water main relocation; Adopt a Resolution authorizing the City Manager to approve project contingencies and change orders in an amount not to exceed $30,921.50 for Project WS25CD; and Approve Budget Amendment BAF #26-049 in the amount of $374,679. (2026-105). (Utilities Director)

6. To provide approval for the Cocoa Fire Department to apply for the Brevard County EMS Trust Grant. (2026-106). (Fire Chief)

7. Approve Resolution 2026-016, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure. (2026-159). (City Manager)

8. Revised FY26 Pay Plan. (2026-160). (Human Resources)

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

VII. Council Business:

1. Council direction on the installation of an LED message board at the Southwest corner of Fiske Blvd. and Dixon Blvd. and the funding source for the project. (Helow Park). (2025-1208). (Councilmember Hearn)

Ms. Senger explained that the City currently has four LED message boards strategically located throughout the City at the following locations:

- Cocoa Police Department (SR520)
- Cocoa Water Tower (US1)
- Fire Station 3 (SR524)
- Dr. Joe Lee Smith Community Center (Diamond Square)

The message boards are exclusively used by the City for public service announcements to communicate in a timely way with the public. City staff sought out quotes to install a new LED message board and sign at the corner of Dixon and Fiske Boulevards. This is the site for a city passive park known as Helow park. The two quotes received for this sign and LED board installation were:

- Quote 1: $49,017.33 for a single-sided sign
- Quote 2: $60,370.00 for 2 single-sided signs or $42,719.00 for 1 double-sided sign

This corner is a bit tricky for a message board because of the more diamond shape to the intersection. The two single-sided signs would work best for this intersection so the LED Boards would be visible from each direction. One double-sided sign would make viewing the sign from two of the four directions harder.

Also, there is currently no electric in this park so staff is getting with FPL and an electrical contractor to get electric placed in the park. This process may take some time before we are able to install the boards in this area.

Councilmember Hearn asked about funding. He asked if there was any money left over from the Juny Rios splash pad. In response, Ms. Bowman noted that she doesn't know the exact number but it is around $600,000.

Councilmember Koss asked if there is a better location with access to electricity. She'd like to see it go in a heavily trafficked area so a lot of people can see it. She explained that she thinks the LED message boards are great and is in support of the idea, as long as it is not at the expense of something else.

Deputy Mayor Goins would also like to see it installed in a place that has a good amount of walkability. The messages change so quickly on the screen that it might be a good idea to consider the walkability of the area before installing a sign. At a slower pace, people are more likely to read it.

Councilmember Weeks shared that traffic has been slowed since the Clearlake Road project. She suggested the Clearlake and Fiske Blvd. area.

Ms. Senger pointed out that Council should remember that the sign can only be installed on City property. The City does not own property in that area.

Councilmember Hearn shared why he chose the location of Dixon and Fiske Blvd. He is trying to provide an avenue to the people in that area to receive information. He shared that his Town Hall meetings haven't been heavily attended in the past, and he feels something like this would help to share important information and events.

He understands that Council does not want to spend the money from Juny Rios Park but he hopes they will support him on this.

Councilmember Koss would like to suggest that staff bring information back that includes traffic counts to help them determine the best location to put the sign. She also wants to make sure that the sign will serve the community in the best way possible.

Councilmember Hearn added that he appreciates Councilmember Koss's comments, but respectfully he feels that a traffic study would create unnecessary costs and he has already done his due diligence.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins to move forward with two single sided signs in this location, funded by the leftover funds from the Juny Rios Splash Pad project, for discussion.**

Councilmember Weeks would like to keep the money for her District. She would like staff to find the funds elsewhere. She has no issues with the sign itself, but will not vote in favor of it if the funding comes from her District.

Councilmember Koss added that she was not suggesting a traffic study, just that all avenues be considered. She is also in favor of the sign, but does not agree with where the funding is coming from.

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to table the item until a later date to allow staff time to bring back more information, for discussion.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Koss

NAYES: Goins, Hearn

THE MOTION CARRIED (3-2)

Deputy Mayor Goins stated that he is okay with tabling the item, but does not want to ask staff to figure out where the funding should come from. He feels that it is the responsibility of the Council to determine that.

Councilmember Hearn reiterated that he understands that they don't want to pull money from the Juny Rios splash pad project, but wanted to remind everyone of who put that money there in the first place, which is the Council that sat previously. This would be a great way to spend a small fraction of that money and with hurricane season quickly approaching, he would like to have a sign installed to help spread important information.

2. Council direction on the selection of community leaders to feature on the Provost Park Fitness Court Mural. (2026-67). (Comm. & Economic Development Director)

Ms. Senger shared that at the January 13, 2026 City Council meeting, City Council selected 12 individuals to include on a public survey for community input. The names were given as potential individuals to include on a mural at the new Fitness Court that will be installed at Provost Park. The following names were selected to be included on the survey:

District 1
Ed Jones
Norman 'Big Shug' Davis
Nathaniel Hooks

District 2
Dr. Willie Oliver Wells, Sr.
James Rowe, Jr.
Mary Dorn

District 3
Mildred Williams

District 4
Frank Sullivan

Mayor
Jessie Ruth Monroe
Reche Sims
Rosemary McGill

These names were set-up on a survey and sent out to the community for input. The survey was promoted on social media, in the electronic newsletter, and promoted at various community meetings.

City staff is seeking Council direction on which individuals to include on the mural. Staff recommendation is to select six (6) of the twelve (12) individuals to include on the mural which will allow space for some background information on each person. Staff needs to then take the names selected and work with the design staff from the National Fitness Court to come up with a mural concept which will then be brought back to Council for feedback prior to final design.

Ms. Senger pointed out that there was a tie which is why the top seven are being presented instead of the initial six that was discussed.

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake to approve the top seven individuals that were selected as a result of the survey. The individuals are:**

-Dr. WO Wells, Sr.
-Ed Jones
-Nathaniel Hooks
-Rosemary McGill
-Reche Sims
-Jessica Ruth Monroe

-James Rowe, Jr.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

IX. Informational Agenda:

X. Reports:

Chief Collier shared that the Chief's Breakfast is coming up and encouraged all to buy tickets and/or donate if they can.

City Manager Whitten spoke about his trip to Washington D.C. with the Mayor to talk about Brightline. They met with the Federal Railroad Administrator, Senator Moody, Senator Scott and Congressman Haridopolos. The City has received letters of support and he feels this was a successful trip. The pot is five billion dollars and if dollars come to Florida, he is hopeful that Cocoa will get their share to fund the station.

Councilmember Hearn shared photos from events he recently attended including a Cocoa High Basketball tournament, a conference, and an event at Endeavor Elementary.

Councilmember Koss noted that she does not have a report, however she shared that she is working on her budget priorities for the budget meeting.

Councilmember Weeks added that she does not have a report either, however she wished to remind everyone of her Town Hall meeting on March 18, 2026 beginning at 6pm at the Lost Lakes Clubhouse.

Councilmember Goins shared that April 11th is Trash Bash. He does not want to see Rockledge win this year. He will also be providing donuts and coffee for the volunteers. For anyone who is interested, he will be at Provost Park at 8am on April 11th.

Additionally, Ms. Senger provided the email address for NeoDasha Harris at Leisure Services for anyone who wants to get signed up as a volunteer.

Deputy Mayor Goins also wished to share that he will be bringing an item to an upcoming meeting to consider naming some of the nameless fields at Provost Park after some of Cocoa's historical figures.

Mayor Blake shared some photos from events he recently attended, including the Black History Month event at Emma Jewel Charter Academy where he was recognized. Additionally, he shared pictures from his trip to Washington D.C. with the City Manager.

XI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the Regular meeting of March 10, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:40 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	April 22, 2026
Agenda Date:	April 28, 2026
File ID:	2026-352
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Proclamation Declaring May 3-9 "Drinking Water Week"

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

PROCLAMATION

***WHEREAS**, water is our most valuable natural resource; and*

***WHEREAS**, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and*

***WHEREAS,** tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*

***WHEREAS,** the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*

***WHEREAS,** the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and*

***WHEREAS,** we are all stewards of the water infrastructure upon which current and future generations depend; and*

***WHEREAS,** the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.*

***NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim May 3-9, 2026, as:*

"Drinking Water Week"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of April 2026.

_____

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	April 3, 2026
Agenda Date:	April 28, 2026
File ID:	2026-245
Prepared By:	Joshua Frary
Through:	John Walsh, Utilities Director
Requested Action:	Award Bid No. B-26-03-COC, Dyal Water Treatment Plant Carbon Dioxide System Replacement Project (WS23BR), to L7 Construction Inc., of Longwood, Florida for $4,831,700. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $483,170 (10% of the Contract Amount) for a Total Project Cost of $5,314,870 and approve BAF 26-053-IFT-UT transferring funds to this project number

BACKGROUND:

The City uses carbon dioxide in the groundwater treatment process to lower the pH after the lime softening process. Gaseous carbon dioxide is bubbling into the groundwater through diffusers in the re-carbonation basins. Re-carbonation after lime softening is critical to stop the lime softening process and optimize the pH for filter operations. This system was constructed over a period of time with some portions original to the plant and some portions installed in the 1990s and the entirety of the equipment has reached its projected useful life and requires replacement.

This project includes the replacement of two existing carbon dioxide storage tanks and associated facilities of the carbon dioxide system. This project also includes demolition of the existing Fluoride storage tank facilities.

Following the advertisement period, the City received two formal sealed responses by the submission deadline. These bids were opened publicly on February 6, 2026, and were subsequently tabulated and reviewed to determine the apparent low bidder. The bids received were as follows:

Rank	Company Name	Bid Price
1	L7 Construction, Inc.	$4,831,700.00
2	Petticoat-Schmitt Civil Contractors, Inc.	$5,058,000.00

After a thorough evaluation of the submittals for both responsiveness to the ITB requirements and the responsibility of the bidding firms, staff determined that L7 Construction Inc**.** is the lowest responsive and responsible bidder.

Staff is also requesting that the City Council approve a Contingency Resolution for 10% of the construction cost for $483,170. The additional amount will be used for change orders with approval by the City Manager. Although City staff does not anticipate

change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward. The additional $483,170 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

The City budgeted $3,477,834 for this project in FY26 under account 424-4055-536.63-00, WS23BR. Additional budget of $2,220,118.00 is being transferred to the project via BAF 26-053-IFT-UT from Utilities Fund Balance.

Staff recommends awarding Bid No. ITB-26-03-COC, Dyal Water Treatment Plant Carbon Dioxide System Replacement to L7 Construction, Inc., of Longwood, Florida.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
Project WS23BR	
Additional Funding Inter Fund Transfer BAF 26-053-IFT	
421-0000-389.99.50	$3,477,834
421-4010-581.91-24	$3,477,834
424-0000-381.91-21	$3,477,834
424-4055-536.63-00	$3,477,834

Total Project Budget $5,314,870

PREVIOUS ACTION:

September 12th, 2023 – Approved Task Order 2023-33 with Jacobs Engineering Group, Inc. for engineering design services for the Dyal Water Treatment Plant Carbon Dioxide System Replacement.

RECOMMENDED MOTION:

Award Bid No. B-26-03-COC, Dyal Water Treatment Plant Carbon Dioxide System Replacement Project (WS23BR), to L7 Construction Inc., of Longwood, Florida for $4,831,700. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $483,170 (10% of the Contract

Amount) for a Total Project Cost of $5,314,870 and approve BAF 26-053-IFT-UT transferring funds to this project number

CONSTRUCTION AGREEMENT
B-26-03-COC

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **L7 CONSTRUCTION, INC.** a for profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Dyal Water Treatment Plant Carbon Dioxide System Replacement ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa Technical Specifications, Volume 1 and 2, dated June 25, 2025; ITB Documents issued by the City, dated December 17, 2025; Contractor's Bid Submittal, dated February 6, 2026; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; the Punchlist prepared by the Parties following substantial completion. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

f. ITB for B-26-03-COC issued by the City of Cocoa dated December 17, 2025, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion.* The Work shall be substantially completed within Three Hundred and Thirty (330) calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion*. The Work shall be finally completed, ready for Final Payment within Thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions

thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$2,712** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$2,712** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Four million, Eight hundred thirty-one thousand, Seven hundred dollars ($4,831,700.00)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped

as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

The OWNER further hereby identifies Roberto A. Santiago, P.E. Senior Project Manager, Jacobs Engineering, Attn: Roberto.santiago1@jacobs.com, as the agent that must approve payment requests prior to their submission to OWNER.

OWNER hereby identifies Joshua Frary, UT Associate Engineer III, City of Cocoa, Attn: jfrary@cocoafl.gov as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

By making payments OWNER does not waive claims including but not limited to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the

Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Katherine Ennis, Utilities Deputy Director or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No

inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or

remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT** - CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineers, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.

2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees

and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cityclerk@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

L7 Construction, Inc.
Attn: Brett Lefever, President
275 Hunt Park Cove, Longwood, FL 32750
(321) 972-9325
Email: BLefever@L7Constructs.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be

conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon

receipt and shall maintain a copy for the duration of the Agreement.

41. **TRAFFICKING**

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the Engineer does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

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

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

L7 CONSTRUCTION, INC.

By: _____
Brett Lefever, President

Date: 4/20/26

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 20th day of APRIL, 2026, by BRETT LEFEVER, the PRESIDENT of L7 CONSTRUCTION, INC., who is personally known to me or who produced N/A as identification and who did take an oath.

_____
(Notary Public Signature)

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

MELISSA PUGH
(Print Name)
Notary Public, State of FLORIDA
Commission No.: HH286357
My Commission Expires: 07/12/2026

EXHIBIT B

ITB B-26-03-COC
(dated December 17, 2025)

EXHIBIT C

L7 Construction, Inc., Submittal
(dated January 19, 2026)

RESOLUTION NO. 2026-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE DYAL CARBON DIOXIDE SYSTEM REPLACEMENT /PROJECT WS23BR IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on April 28, 2026, the City Council authorized the City Manager to proceed with the Banana River Booster Station Chlorination Improvements/project WS18BR, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Dyal Carbon Dioxide System Replacement Project/Project WS23BR, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $5,314,870 budgeted by the City Council for the project inclusive of the Ten Percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on April 28, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026 - 053-IFT

Select Adjustment Type: Interfund Transfer | Requesting Department #: 4055 Utilities | Date Prepared: 3/16/20

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 3,477,834	421-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		$ 3,477,834	WS23BR
$ 3,477,834	424-0000-381.91-21	TRANSFER FROM / TRF FROM W/S FUND (421)		$ 3,477,834	WS23BR
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 6,955,668	**Total**				

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 3,477,834	421-4010-581.91-24	INTERFUND TRANSFER / TRANSFER TO R & R (424)		$ 3,477,834	WS23BR
$ 3,477,834	424-4055-536.63-00	WATER SEWER / INFRASTRUCTURE		$ 3,477,834	WS23BR
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 6,955,668	**Total**				

Reason/Justification for Adjustment:

The Bids for the project came in considerably higher than expected when budgeting for the project, with both bids being very close in value it was determined after further internal discussion among the Utilities Department that the bids are fair, this adjustment gives the project the budget it needs to awards the bids.
Agenda# 26-245

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-027

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

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov Date: 2026.04.10 09:37:22 -04'00'	Zoie Badalov Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov Date: 2026.04.10 10:11:26 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov Date: 2026.04.10 09:38:33 -04'00'	Lora Howell Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov Date: 2026.04.17 08:32:17 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

RESPONSE COVER PAGE

COMPANY NAME	L7 Construction, Inc.
ADDRESS	275 Hunt Park Cove Longwood, FL 32750
PRIMARY CONTACT	Brett Lefever President
TELEPHONE #	321-972-9325
EMAIL ADDRESS	BLefever@L7Constructs.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
✓	Original Submittal Package bound with binder clip
✓	Attended Pre-Bid (if Mandatory)
✓	Cover Letter (if applicable)
✓	Attachment "A" Submittal Acknowledgement
✓	Attachment "B" Addendum Acknowledgement
✓	Attachment "C" Insurance Requirements
✓	Attachment "D" Bid Security Bond (if required)
✓	Attachment "E" Bid Price Schedule
✓	Attachment "F" Trench Safety (if required)
✓	Attachment "G" Certificate of Non-Segregated Facilities
✓	Attachment "H" Drug-Free Workplace
✓	Attachment "I" Conflict of Interest and Non-Collusion
✓	Attachment "J" Organizational Info
✓	Attachment "K" Subcontractor Participation
✓	Attachment "L" References
✓	Attachment "M" Truth-in-Negotiations
✓	Attachment "N" Solicitation Label affixed to envelope
✓	Attachment "O" Scrutinized Companies
✓	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
N/A	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
✓	Attachment "R" Human Trafficking Affidavit
✓	Proof of Florida Registration (if required)
✓	Professional License(s) (if required)
✓	W9
✓	Proof of Insurance
✓	USB drive with electronic copy of submittal



L7 Construction, Inc.
275 Hunt Park Cove
Longwood, Fl 32750
Office: 321-972-9325
Fax: 407-732-7812
BLefefever@L7Constructs.com

L7 Construction, Inc. was formed by Brett Lefever in Longwood, Florida in 2007 and specializes in the water and wastewater industry. Most of our projects are with cities and municipalities in the Central Florida area.

We are committed to delivering a superior project every time, from improving existing water systems to building new complete water/wastewater treatment plants.

L7 Construction, Inc. has the expertise to support our customers by providing general contracting, pre-construction, design-build, and construction management services.

Our work, which focuses on providing quality and care, is important to us and our employees, which is why it is always our goal to exceed expectations. We look forward to the opportunity to work on this project.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

Company Name: L7 Construction, Inc. **FEIN:** 26-0210469

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 1/19/2026

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this JAN. 19, 2026 (date) by BRETT LEFEVER (name of officer or agent, title of officer or agent) of L7 CONSTRUCTION (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal] Notary Public

MELISSA PUGH
Name typed, printed, or stamped
My Commission Expires: 07/12/2026

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 1/30/2026

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 1/19/2026

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Brett Lefever

AFFIANT SIGNATURE

Brett Lefever

Typed Name of AFFIANT

President

Title

The foregoing instrument was executed before me this 19th day of JANUARY, 2026, by BRETT LEFEVER as PRESIDENT of LT CONSTRUCTION, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC

STATE OF FLORIDA

MY COMMISSION EXPIRES: 07/12/2026

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date: 02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "D" Bid Security Bond

Used

BOND NO: 020626BidBond

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned L7 Construction, Inc.

as Principal, and, Great American Insurance Company as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa ITB B-26-03-COC titled Dyal Water Treatment Plant Carbon Dioxide System Replacement for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this 6th day of February, 2026

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: L7 Construction, Inc. (Affix Contractor's Corporate Seal Above)

Mailing Address: 275 Hunt Park Cove Longwood FL, 32750

Telephone Number: (321) 972-9325 Fax Number: _____ E-mail Address: blefever@l7constructs.com

Authorized Signatory	Brett Lefever	President	02/06/2026
	Printed Name	Title	Date

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

STATE OF Florida

COUNTY OF Orange

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Jessie Sloan, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF Florida, TO REPRESENT Great American Insurance Company OF Cincinnati, OH,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF Florida (THE "SURETY").

SAID Jessie Sloan FURTHER CERTIFIES THAT AS AGENT FOR THE SAID Great American Insurance Company THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF Great American Insurance Company, TO THE CITY OF COCOA COVERING ITB B-26-03-COC titled Dyal Water Treatment Plant Carbon Dioxide System Replacement IN COCOA, FLORIDA.

Notary Public State of Florida
Kasandra Titus
My Commission HH 696912
Expires 7/11/2029

NOTARY PUBLIC _____
Kasandra Titus

STATE OF Florida

MY COMMISSION EXPIRES: 07/11/2029

Surety Name: Great American Insurance Company (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Jessie Sloan Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Jessie Sloan Printed Name of Licensed Agent	W784215 License Surety Number

Surety Mailing Address: 301 E 4th Street
Cincinnati, OH 45202

Telephone Number: (513) 369-5000

Fax Number: _____

Agent Mailing Address: JCA Surety Group, LLC
123 Zelma Street, Suite A Orlando, FL 32803

Telephone Number: (321) 800-6594

Fax Number: (407) 264-8321

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6th day of February , 2026 .

Assistant Secretary

S1029AJ (04/25)

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT consisting of two separate project sums. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price

Dyal Water Treatment Plant Carbon Dioxide System Replacement as per plans and specifications:

Item	Description	Unit	QTY	Total Price
1	General Requirements and Conditions/Mobilization/Demobilization / Bonds / Insurance*	LS	1	$ 241,585.00
2	All labor and materials necessary to complete the Work as shown on the attached Drawings and Exhibits and restoration of the site.	LS	1	$ 4,590,115.00
FOUR MILLION EIGHT HUNDRED THIRTY ONE THOUSAND SEVEN HUNDRED DOLLARS.			**TOTAL BID PRICE FOR PROJECT**	$4,831,700.00

* Item consists of the mobilizing and demobilization operations for the project, including, but not limited to, those operations necessary for the movement and removal of personnel, equipment, supplies and incidentals to the project site, pre and post site photos and videos, and for the establishment of temporary offices, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits, insurance, indemnification, and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this item. All other requirements of Specification Sections under Division 01 - General Requirements shall also be included in this item.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

FEIN: 26-0210469

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

Brett Lefever — **Authorized Signature**

1/19/2026 — **Date**

Brett Lefever — **Name**

President — **Title**

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 19th day of JANUARY, 2026, by BRETT LEFEVER as PRESIDENT of L7 CONSTRUCTION, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: 07/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "F" Trench Safety Certification

(if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	trench box	mo	2	$2,500.00	$5,000.00
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 1/19/2026

Authorized Signature — **Date**

Brett Lefever — President

Name — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address:

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 1/19/2026

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Brett Lefever

AFFIANT SIGNATURE

Brett Lefever

Typed Name of AFFIANT

President

Title

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 19th day of JANUARY, 2026, by BRETT LEFEVER as PRESIDENT of LT CONSTRUCTION, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

NOTARY PUBLIC, State of FLORIDA

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by L7 Construction, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0210469 of the individual signing this sworn statement: Brett Lefever.

My name is Brett Lefever and my relationship to the above entity is President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-26-03-COC for General Contractor Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Brett Lefever

AUTHORIZED SIGNATURE

Brett Lefever

Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 19th day of JANUARY, 2026, by BRETT LEFEVER as PRESIDENT of LT CONSTRUCTION, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC, State of FLORIDA

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	275 Hunt Park CV Longwood, FL 32750				
Federal I.D Number	26-0210469				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — **Authorized Signature**

1/19/2026 — **Date**

Brett Lefever — **Name**

President — **Title**

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of L7 CONSTRUCTION, INC., a Florida corporation, filed electronically on May 18, 2007 effective May 18, 2007, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P07000059933.

Authentication Code: 070521101528-100102846761#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty First day of May, 2007

Electronic Articles of Incorporation
For

L7 CONSTRUCTION, INC.

P07000059933
FILED
May 18, 2007
Sec. Of State
cgolden

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

L7 CONSTRUCTION, INC.

Article II

The principal place of business address:

2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

The mailing address of the corporation is:

2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

BRETT M LEFEVER
2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

I certify that I am familiar with and accept the responsibilities of registered agent.

P07000059933
FILED
May 18, 2007
Sec. Of State
cgolden

Registered Agent Signature: BRETT LEFEVER

Article VI

The name and address of the incorporator is:

BRETT LEFEVER
2295 SPRINGS LANDING BLVD.

LONGWOOD, FL 32779

Incorporator Signature: BRETT LEFEVER

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
BRETT M LEFEVER
2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

Title: SEC
TRACI R LEFEVER
2295 SPRINGS LANDING BLVD.
LONGWOOD, FL. 32779

Article VIII

The effective date for this corporation shall be:

05/18/2007

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
82-4272526	SPECTRUM ELECTRIC 858 W. MELODY LANE. CASSELBERRY, FL 32707 407-880-8977 jhowell@spectrumelectricinc.com	ELECTRICAL	~ 5% ~ $260,000
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — **Authorized Signature**

1/19/2026 — **Date**

Brett Lefever — **Name**

President — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date: 02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
65-0344348	CC CONTROL CORP 5760 CORPORATE WAY #100 W. PALM BEACH, FL 33407 561-293-3975 JSTOCK@CCCONTROLCORP.COM	I & C	~ 3% ~ $140,000
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — **Authorized Signature**

1/19/2026 — **Date**

Brett Lefever — **Name**

President — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: 21-018 Sykes Creek WWTP Headworks				
Type of Project/Service: The existing WWTF headworks were demolished, including removal and disposal of equipment, piping, concrete, and all internal contents. A temporary influent bypass was installed and later removed once the new headworks were placed into service. The new headworks structure was excavated, dewatered, formed, and poured, and outfitted with new piping, valves, screening, grit equipment, gates, coatings, access components, and electrical, instrumentation, and controls, including a new prefabricated electrical building. Work also included wet tapping and line stopping of the influent main, piping and conduit relocations, valve vault modifications, sludge removal, site restoration, tree removal, and approved change orders for electrical, instrumentation, and SCADA upgrades.				
Address: 3650 N Courtenay Pkwy Merritt Island, FL 32953				
Contracting Agency/Client: Brevard County				
Contact Name and Phone #: Mike Davis 321-633-2091				
Contact Email Address and Fax #: mike.davis@brevardfl.gov				
Contract Amount: $4,562,700.00	Start Date:	8/16/2021	End Date:	11/30/2023
Project #2:				
Project Name: 21-061 City of Rockledge Flow EQ Basin Project & Sludge Thickening and Digesters Rehab				
Type of Project/Service: The project included construction of a 1.4-MG flow equalization basin with mixing and pumping systems, installation of a sludge drying bed and electrical upgrades, and improvements to sanitary, stormwater, and generator infrastructure. Additional work included construction of a new thickener building with sludge handling and polymer systems, rehabilitation of existing digesters, blower system upgrades, and installation of new digested sludge pumps and associated piping.				
Address: 1700 Jack Oates Blvd Rockledge, FL 32955				
Contracting Agency/Client: City of Rockledge				
Contact Name and Phone #: Elon Poole 321-221-7540 ext 2252				
Contact Email Address and Fax #: epoole@cityofrockledge.org				
Contract Amount: $15,783,024.22	Start Date:	4/1/2022	End Date:	3/7/2025
Project #3:				
Project Name: 22-039 Sunburst Lane Water Treatment Plant Improvements				
Type of Project/Service: A new 3.0 MG ground storage tank, two well houses with pumps, an emergency generator, and associated piping and electrical improvements were constructed. The scope was modified through approved change orders to account for city-performed work, value engineering, equipment and material deductions, and design revisions. Additional changes included electrical, piping, and well house upgrades, temporary and permanent tie-ins, sheet pile rental, transformer installation, and repairs to the existing Dutchland ground storage tank roof joints.				
Address: 2799 Sunbust Lane Clermont, FL 34711				
Contracting Agency/Client: City of Clermont				
Contact Name and Phone #: Mark Griffin 352-241-0178				
Contact Email Address and Fax #: mgriffin@clermontfl.org				
Contract Amount: $6,089,239.31	Start Date:	2/16/2023	End Date:	4/6/2025

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Project #4:				
Project Name: 22-055 SRWTP Ozone Sidestream Phase II				
Type of Project/Service: The ozone side-stream injection system was improved to prevent ozone gas accumulation by demolishing and reconstructing existing piping and equipment while keeping the WTP operational. The work included installing modified ozone piping with reused and new stainless steel materials, adding three Limitorque actuators with associated electrical, conduit, wiring, and programming, removing obsolete equipment, and performing testing and startup to verify proper ozone system performance.				
Address: 3300 Dike Road Winter Park, FL 32792				
Contracting Agency/Client: Seminole County				
Contact Name and Phone #: Mike Boggs 407-665-2026				
Contact Email Address and Fax #: mboggs@seminolecountyfl.gov				
Contract Amount: $170,927.00	Start Date:	3/1/2023	End Date:	9/26/2023
Project #5:				
Project Name: 23-030 Country Club WTP Chemical Injection				
Type of Project/Service: The project involved removing and replacing the underground post-chlorine chemical injection assembly ahead of the high service pumps at CCWTP and installing a new aboveground assembly. The existing vault was removed, injection quills were salvaged, and new piping, fittings, and appurtenances were installed. The work also included constructing a concrete containment pad with yellow curbing and restoring the surrounding area with landscape stone to match existing conditions.				
Address: 299 Silk Bay Place Longwood, FL 32750				
Contracting Agency/Client: Seminole County Environmental Services				
Contact Name and Phone #: Mike Boggs 407-665-2026				
Contact Email Address and Fax #: mboggs@seminolecountyfl.gov				
Contract Amount: $531,440.00	Start Date:	8/28/2023	End Date:	6/20/2025

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Project #6	~~Project #4:~~			
Project Name: 18-031 Mims CO2				
Type of Project/Service: The existing CO_2 tank was replaced with a new CO_2 system, including demolition of existing concrete pads and removal of existing CO_2 piping. The work included installation of a new precast electrical building, a new CO_2 tank with related equipment, new stainless steel piping and tubing, and two mass flow meters. Approved change order work included relocating a concrete pad with associated piping and cleaning out the existing concrete trench. The tank was pressure tested to 250 PSI.				
Address:2262 High Drive Mims. FL 32754				
Contracting Agency/Client: Brevard County				
Contact Name and Phone #: Mike Davis 321-633-2089 ext. 52817				
Contact Email Address and Fax #: Mike.Davis@brevardfl.gov				
Contract Amount: $627,544.60	Start Date:	9/28/2018	End Date:	8/1/2019
~~Project #5:~~				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 1/19/2026

Authorized Signature | **Date**

Brett Lefever | President

Name | **Title**

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 19th day of JANUARY, 2026, by BRETT LEFEVER as PRESIDENT of L7 CONSTRUCTION, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC, State of FLORIDA

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — **Authorized Signature**

1/19/2026 — **Date**

Brett Lefever — **Name**

President — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-03-COC**
	INVITATION TO BID (ITB)	**Due Date:** **02/06/2026**

TITLE: Dyal Water Treatment Plant Carbon Dioxide System Replacement

Attachment "P" Verify Contractor Affidavit

I hereby certify that L7 Construction, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of L7 Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Brett Lefever - President
Date: 1/19/2026

STATE OF FLORIDA
COUNTY OF SEMINOLE
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this JAN. 19, 2026 (date) by BRETT LEFEVER, PRESIDENT (name of officer or agent, title of officer or agent) of L7 CONSTRUCTION (name of corporation acknowledging), a FL. (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal] Notary Public
MELISSA PUGH
Name typed, printed, or stamped
My Commission Expires: 07/12/2026

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q" - -NOT USED

Federally Required Contract Clauses **for FEMA Grantees and Subgrantees**

~~1. ***Equal Employment Opportunity***~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement Not Applicable

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that

~~the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~7. Federal Water Pollution Control Act~~

~~a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~8. Suspension and Debarment~~

~~*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.~~

~~9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~

~~a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

~~**10. PROCUREMENT OF RECOVERED MATERIALS**~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or~~

~~4. Provide, as part of its performance of this contract, subcontract, or other~~

~~contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing—~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

~~12. DOMESTIC PREFERENCES FOR PROCUREMENTS~~

~~a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:~~

~~i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.~~

~~ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.~~

~~iii.~~

~~13. Access to Records~~

~~The following access to records requirements apply to this contract:~~

~~(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.~~

~~(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.~~

~~(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.~~

~~14. *DHS Seal, Logo, and Flags*~~

~~The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.~~

~~15. *Compliance with Federal Law, Regulations, and Executive Orders*~~

~~This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.~~

~~16. *No Obligation by Federal Government*~~

~~The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.~~

~~17. *Program Fraud and False or Fraudulent Statements or Related Acts*~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also~~

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. *Copyright and Data Rights* – ***Not applicable***

The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used

~~herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~**Company Name:**~~ _____

~~**Address:**~~ _____

~~**Telephone:**~~ _____ ~~**Email:**~~ _____

_____ _____

~~**Authorized Signature**~~ ~~**Date**~~

_____ _____

~~**Name**~~ ~~**Title**~~

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as President (Role) of L7 Construction, Inc. (Company).
3. L7 Construction, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Brett Lefever (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

L7 Construction, Inc.
NAME OF BUSINESS ENTITY

SIGNATURE

Brett Lefever - President
TYPE NAME AND TITLE

State of Florida
Department of State

I certify from the records of this office that L7 CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 2007, effective May 18, 2007.

The document number of this corporation is P07000059933.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 30, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of January, 2025

Secretary of State

Tracking Number: 4841218147CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BUSINESS TAX RECEIPT

CITY OF LONGWOOD
174 W CHURCH AVE
LONGWOOD, FL 32750

2025-2026

Phone: 407-260-3442
http://www.longwoodfl.org

Receipt #: 22-01632 **Issued Date:** 08/14/2025
Effective Date: 10/01/2025 **Expiration Date:** 09/30/2026
License Type: CONTRACTOR (STATE LICENSED)

Business Name: L7 CONSTRUCTION, INC.
Business Location: 275 HUNT PARK CV

LEFEVER, BRETT
275 HUNT PARK CV

LONGWOOD, FL 32750

Historic LONGWOOD Florida

CITY OF LONGWOOD, FLORIDA IN SEMINOLE COUNTY · SEAL

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

L7 CONSTRUCTION, INC.
275 HUNT PARK CV

LONGWOOD, FL 32750

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEFEVER, BRETT MICHAEL

L7 CONSTRUCTION INC
275 HUNT PARK COVE
LONGWOOD FL 32750

LICENSE NUMBER: CGC1514056

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

L7 Construction, Inc

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

275 Hunt Park Cove

Requester's name and address (optional)

6 City, state, and ZIP code

Longwood, FL 32750

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	6	–	0	2	1	0	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 1/27/26

General Instructions

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

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

What's New

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2026

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 LRA Insurance P.O. Box 948173 Maitland FL 32794	CONTACT NAME: Reina Gonzalez PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com
INSURED L7 Construction, Inc. 275 Hunt Park Cove Longwood FL 32750	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Scottsdale Ins. Co. 41297 INSURER B: Auto Owners Insurance Co. 18988 INSURER C: Bridgefield Casualty Ins Co 10335 INSURER D: Colony Insurance Co. 39993 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25/26 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER: Cyber Liability	X	Y	VRS0008280 C-4LWN-098567-CYBER- 2025	7/11/2025 7/11/2026	7/11/2026 7/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-48507	7/11/2025	7/11/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurence/Aggregate	$1MIL/$2MIL
D	Excess Liability/ Over $5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurence/Aggregate	$4MIL/$4MIL

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

RE: Project: ITB B-26-03-COC - Dyal Water Treatment Plant Carbon Dioxide System Replacement| Certificate holder, Owner & Engineer are included as additional insured with respects to the Automobile Liability & General Liability coverage where required by written contract. Coverage is issued on a Primary & Non-Contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Automobile Liability, Workers Compensation & General Liability coverage. Excess follow form. 30 day notice of cancellation applies except 10 day notice of cancellation for non-pay.

CERTIFICATE HOLDER

purchasing@cocoafl.org

City of Cocoa
65 Stone St.
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

M Showalter/JBRADY

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EXHIBIT A

Contract Documents for the Construction of the Dyal Water Treatment Plan Carbon Dioxide System Replacement

Technical Specifications

EXHIBIT B

Contract Documents for the Construction of the Dyal Water Treatment Plan Carbon Dioxide System Replacement

Drawings

L7 CONSTRUCTION, INC.
275 HUNT PARK COVE
LONGWOOD, FL 32750
BRETT LEFEVER
BLEFEVER@L7CONSTRUCTS.COM
P: (321) 972-9325
F: (407) 732-7812
LIC #: CGC1514056

City of Cocoa/ Purchasing Dept.
Date: 02/06 Time: 2:41 PM
Initials: DB

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-26-03-COC**

TITLE: **Dyal Water Treatment Plant Carbon Dioxide System Replacement**

SOLICITATION DUE DATE: 02/06/26 TIME: 3:00pm Local Time

FROM: L7 Construction, Inc.
275 Hunt Park Cove
Longwood, FL 32750

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2025

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PRODUCER	CONTACT NAME: Reina Gonzalez
LRA Insurance P.O. Box 948173 Maitland FL 32794	PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Ins. Co.	41297
INSURER B: Auto Owners Insurance Co.	18988
INSURER C: Bridgefield Casualty Ins Co	10335
INSURER D: Colony Insurance Co.	39993
INSURER E:	
INSURER F:	

INSURED
L7 Construction, Inc.
275 Hunt Park Cove
Longwood FL 32750

COVERAGES **CERTIFICATE NUMBER:** 25/26 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	Y	VRS0008280	7/11/2025	7/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
	X OTHER: Cyber Liability			C-4LWN-098567-CYBER- 2025	7/11/2025	7/11/2026	Aggregate	$	$1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ $ $ $ $	1,000,000 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	Y	VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-48507	7/11/2025	7/11/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurence/Aggregate		$1MIL/$2MIL
D	Excess Liability/ Over $5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurence/Aggregate		$4MIL/$4MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respects to the General Liability coverage where required by written contract. Waiver of Subrogation is included in favor of the certificate holder with regards to the Workers Compensation & General Liability coverage.

CERTIFICATE HOLDER

City of Cocoa
c/o Administrative Services Director
65 Stone Street
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
M Showalter/JBRADY

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ITB B-26-03-COC

DYAL WATER TREATMENT PLANT CARBON DIOXIDE SYSTEM REPLACEMENT

FRIDAY, FEBRUARY 6, 2026 @ 3:00PM

MASTER TABULATION SHEET

VENDOR	LUMP SUM BID AMOUNT
Petticoat - Schmitt Civil Contractors Inc	$5,058,000.00
L7 Construction Inc.	$4,831,700.00

Note: The Tabulation Sheet is used to document the screening of bid/proposal pricing, material and immaterial contents. Results of the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Utilities	*Division:* Engineering	*Project #:* WS23BR
Solicitation Details		
Bid / RFP / RFQ #: ITB B-26-03-COC	*Title:* Dyal Water Treatment Plant Carbon Dioxide System Replacement	
Vendor Information		
Awarded To: L7 Construction, Inc. 275 Hunt Park Cove, Longwood, FL 32750		*Contract Amount:* $4,831,700.00
Description of Work: 1. Replacement of two existing carbon dioxide storage tank systems in a new location near the existing carbon dioxide storage tank systems. 2. Carbon dioxide gas yard piping. 3. Demolition of two carbon dioxide storage tank and feed systems.		
City of Cocoa Finance Department Approval		
Purchasing Manager: Rebecca Bowman	*Date Issued:* April 10, 2026	*Signature:* Rebecca Bowman Digitally signed by Rebecca Bowman DN: cn=Rebecca Bowman, ou=CH Date: 2026.04.10 09:35:00 -04'00'

Disclaimer: This Notice of Intent to Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

CITY COUNCIL AGENDA ITEM

Memo Date:	April 3, 2026
Agenda Date:	April 28, 2026
File ID:	2026-246
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approval to amend Resolution 2025-043 regarding Executive Management team benefits to include Interim Directors.

BACKGROUND:

City of Cocoa
Upper-Level Management Benefits Package Policy
Effective April 28th, 2026
Adopted Via: Resolution 2026-029

The City of Cocoa desires to provide a benefits package specific to upper-level management that is in addition to benefits provided to non-upper-level management employees. This policy defines the benefits that are specific to upper-level management provided such members have completed initial or promotion probation.
Definitions:
Executive Management Team – the Executive Management Team is comprised of the following positions: City Manager, Deputy (Assistant) City Manager, Department Director, Deputy Director, Police Commander, Deputy (Assistant) Fire Chief, City Clerk, and **Interim Director's at the discretion of the City Manager.**
A. Executive Management Retirement — A retirement benefit for Health Insurance Premium Benefits applicable to the upper-level management positions of City Manager, Deputy (Assistant) City Manager and Department Directors. Executive Management Retirement is considered if all the conditions below are met:
(1) The employees named above must be employed with the City in a full-time capacity for a minimum often (10) consecutive years: and
(2) Upon retirement from the City, the employees named above must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years: and
(3) Upon retirement from the City, the employees named above must be at least fifty-five (55) years of age or older.

Benefits Package
A. Health Insurance Premium Benefits: The City's policy regarding health insurance premium benefits "HIPB" provided to the upper-level management positions of City Manager, Deputy (Assistant) City Manager and Department Directors is as follows:

100% Health Insurance Benefit: The City shall pay health insurance premiums for the City Manager, Deputy (Assistant) City Manager and Department Directors while employed at the City of Cocoa. Upon executive management retirement, the following

terms and conditions apply:
(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first.
(b) When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the 100% health insurance premium benefit paid by the City for the remainder of the retiree's lifetime. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B.
(c) The Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to other individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree.
(d) Upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense.
(e) Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement to Medicare.
(f) When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.
(g) With the exception of employment positions noted in A above, health insurance benefits upon normal or disability retirement are set under Resolution 2009-150 adopted by City Council on November 24, 2009.

Other Benefits
The following benefits shall apply to all positions in the Executive Management Team as defined in this policy. The Executive Management Team shall generally be afforded the same benefits as non-union employees. However, the following benefits shall apply to members of the Executive Management Team provided such members have completed initial or promotion probation:
A. Vacation Accruals (Hours given in lump sum amount given every October 1st)

Years of Service	Amount Leave
1-3 years	160 hours
4-10 years	180 hours
11-15 years	204 hours
Over 16 years	240 hours

(a) Members of the Executive Management Team must take a minimum of forty (40) hours annual leave off, per year or such minimum leave shall be forfeited.
(b) Accumulated annual leave is payable upon separation, up to a maximum of three (3) years accrual, providing the member gives at least two (2) weeks' notice of resignation and resigns in good standing. Any accrued annual leave in excess of three years at the time of separation shall be forfeited.
(c) If a member of the Executive Management Team is terminated for cause, annual leave may be forfeited at the discretion of the City Manager.

B. Life Insurance:
Members of the Executive Management Team shall be eligible for two (2) times their current annual salary, rounded up to the nearest $1,000 (adjusted every October 1st) while employed.
C. Health Insurance:
Members of the Executive Management Team will be offered health insurance for life upon retirement from the City pursuant to the terms and conditions of this policy

D. Bonus Pay:
Members of the Executive Management Team will be eligible to be considered for annual lump sum bonus pay subject to the condition that monies are available in their respective budgets. The amount of such bonuses shall be distributed among some or all of the members as the City Manager determines is reasonable and equitable based on merit.
E. Severance Pay:
At the discretion of the City Manager, members of the Executive Management Team are entitled to two (2) full months of pay in the event a member is requested to leave their employment with the City. In the event of termination for cause or malfeasance, there will be no severance pay paid to the member.

F. Sick Leave Pay Outs:
Members of the Executive Management Team shall be paid 100% pay out of accrued sick leave up to the maximum of 720 hours upon retirement, resignation or termination, unless such member is terminated for gross misconduct or malfeasance in office.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
Budgeted? Yes/No
If not budgeted, is amendment / transfer attached?

Source/Use of Funds
Account Number Amount

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $
Original Purchase Order Amount: $

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date:
Total amount in change orders to date: $

PREVIOUS ACTION:
Approved at the regular City Council meeting on July 8, 2025

RECOMMENDED MOTION:
Approval to amend Resolution 2025-043 regarding Executive Management team benefits to include Interim Directors.

City of Cocoa
Upper-Level Management Benefits Package Policy
Effective April 14th, 2026
Adopted Via: Resolution 2026-

The City of Cocoa desires to provide a benefits package specific to upper-level management that is in addition to benefits provided to non-upper-level management employees. This policy defines the benefits that are specific to upper-level management provided such members have completed initial or promotion probation.

Definitions:

Executive Management Team – the Executive Management Team is comprised of the following positions: City Manager, Deputy (Assistant) City Manager, Department Director, Deputy Director, Police Commander, Deputy (Assistant) Fire Chief, City Clerk, and Interim Directors at the discretion of the City Manager.

A. **Executive Management Retirement** - A retirement benefit for Health Insurance Premium Benefits applicable to the upper-level management positions of City Manager, Deputy (Assistant) City Manager and Department Directors. Executive Management Retirement is considered if all the conditions below are met:

   (1) The employees named above must be employed with the City in a full-time capacity for a minimum often (10) consecutive years: and

   (2) Upon retirement from the City, the employees named above must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years: and

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Benefits Package

A. **Health Insurance Premium Benefits:** The City's policy regarding health insurance premium benefits "HIPB" provided to the upper-level management positions of City Manager, Deputy (Assistant) City Manager and Department Directors is as follows:

   100% Health Insurance Benefit: The City shall pay health insurance premiums for the City Manager, Deputy (Assistant) City Manager and Department Directors while

employed at the City of Cocoa. Upon executive management retirement, the following terms and conditions apply:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first.

(b) When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the 100% health insurance premium benefit paid by the City for the remainder of the retiree's lifetime. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B.

(c) The Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to other individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree.

(d) Upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense.

(e) Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement to Medicare.

(f) When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(g) <u>With the exception of employment positions noted in A above, health insurance benefits upon normal or disability retirement are set under Resolution 2009-150 adopted by City Council on November 24, 2009.</u>

Other Benefits

The following benefits shall apply to all positions in the **Executive Management Team** as defined in this policy. The Executive Management Team shall generally be afforded the same benefits as non-union employees. However, the following benefits shall apply to members of the Executive Management Team provided such members have completed initial or promotion probation:

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Years of Service	Amount Leave
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Over 16 years	240 hours

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(b) Accumulated annual leave is payable upon separation, up to a maximum of three (3) years accrual, providing the member gives at least two (2) weeks' notice of resignation and resigns in good standing. Any accrued annual leave in excess of three years at the time of separation shall be forfeited.
(c) If a member of the Executive Management Team is terminated for cause, annual leave may be forfeited at the discretion of the City Manager.

B. Life Insurance:

Members of the Executive Management Team shall be eligible for two (2) times their current annual salary, rounded up to the nearest $1,000 (adjusted every October 1st) while employed.

C. Health Insurance:

Members of the Executive Management Team will be offered health insurance for life upon retirement from the City pursuant to the terms and conditions of this policy

D. Bonus Pay:

Members of the Executive Management Team will be eligible to be considered for annual lump sum bonus pay subject to the condition that monies are available in their respective budgets. The amount of such bonuses shall be distributed among some or all of the members as the City Manager determines is reasonable and equitable based on merit.

E. Severance Pay:

At the discretion of the City Manager, members of the Executive Management Team are entitled to two (2) full months of pay in the event a member is requested to leave their employment with the City. In the event of termination for cause or malfeasance, there will be no severance pay paid to the member.

F. Sick Leave Pay Outs:

Members of the Executive Management Team shall be paid 100% pay out of accrued sick leave up to the maximum of 720 hours upon retirement, resignation or termination, unless such member is terminated for gross misconduct or malfeasance in office.

RESOLUTION NO. 2026-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; MODIFYING THE BENEFITS PACKAGE FOR THE POSITIONS OF DEPUTY DIRECTOR, POLICE COMMANDER, ASSISTANT FIRE CHIEF, AND CITY CLERK; MODIFYING RESOLUTION 2014-113 REGARDING THE EXCLUSION OF THESE POSITION TITLES FROM THE DEFINITION OF EXECUTIVE MANAGEMENT TEAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on January 8, 2008, the City Council previously adopted benefits packages specifically related to retaining qualified and competent upper-level management personnel (Directors, Deputy Directors, and City Clerk) within the City of Cocoa ("2008 Benefits Policy"); and

WHEREAS, on September 29, 2009, the City Council amended the policy to include the Deputy City Manager in the aforementioned benefits package; and

WHEREAS, the City Council also previously adopted Resolution 2009-150 providing for a 100 percent health insurance premium benefit for employees serving on the executive management team under certain terms and conditions; and

WHEREAS, the City Council previously adopted Resolution 2014-113 at a regular meeting on October 14, 2014, that amended the definition of "Executive Management Team" set for in resolution 2009-150 to exclude the positions of City Clerk and Deputy Director.

WHEREAS, the City Council previously adopted Resolution 2025 -043 at a regular meeting on July 8, 2025, that amended the definition of "Executive Management Team" set forth in resolution 2009-150 to include Deputy Directors, Police Commanders, Assistant Fire Chief, and City Clerk

WHEREAS, the City Council desires amend the definition of "Executive Management Team" set forth in Resolution 2025-043 to include the Interim Director's at the discretion of the City Manager.

WHEREAS, the City Council hereby deems this Resolution to be in the best interests of the citizens of the City of Cocoa

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. Recitals. The above recitals are hereby deemed true and correct and by this reference are fully incorporated herein as part of this resolution

SECTION 2. Benefits Package. The benefits package set forth in resolution 2025-043 shall apply to persons serving as Interim Director's at the discretion of the City Manager (hereinafter referred to as "**Executive Management Team**") excluding the health

insurance for life benefit. Persons serving in positions of Deputy Director, Police Commander, Assistant Fire Chief, City Clerk, and Interim City Manager shall be eligible for health insurance for life benefit only if they meet the eligibility criteria outlined in resolution 2009-150 Section 2:

SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Actions. All prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 5. **Effective Date** This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this **28th** day of April 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

RESOLUTION NO. 2025-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ADOPTING THE UPPER-LEVEL MANAGEMENT BENEFITS PACKAGE, MODIFYING THE DEFINITION OF THE EXECUTIVE MANAGEMENT TEAM, MODIFYING THE OTHER BENEFITS FOR THE POSITIONS OF DEPUTY DIRECTOR, POLICE COMMANDER, DEPUTY (ASSISTANT) FIRE CHIEF, AND CITY CLERK; MODIFYING RESOLUTION 2014-113 REGARDING THE EXCLUSION OF THESE POSITION TITLES FROM THE DEFINITION OF EXECUTIVE MANAGEMENT TEAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on January 8, 2008, the City Council modified the benefits packages specifically related to retaining qualified and competent upper-level management personnel (Directors, Deputy Directors, and City Clerk) within the City of Cocoa ("2008 Benefits Policy") on Resolution 2008-068; and

WHEREAS, On December 9, 2008, City Council amended Resolution numbers 95-027, 97-041, 2002-120 and 2008-068 and overrode the motions approved by City Council on Februeary 11, 1986 and January 14, 1992;

WHEREAS, on September 29, 2009, the City Council amended the policy to include the Deputy City Manager in the aforementioned benefits package; and

WHEREAS, the City Council also previously adopted Resolution 2009-150 providing for a 100 percent health insurance premium benefit for employees serving on the executive management team under certain terms and conditions; and

WHEREAS, the City Council previously adopted Resolution 2014-113 at a regular meeting on October 14, 2014, that amended the definition of "Executive Management Team" set for in resolution 2009-150 to exclude the positions of City Clerk and Deputy Director.

WHEREAS, the City Council desires adopt an Upper-Level Management Benefits Package and amend the definition of "Executive Management Team" set forth in Resolution 2014-113 to include the positions of Deputy Director, Police Commander, Deputy (Assistant) Fire Chief, and City Clerk consistent with the intent and purpose of this resolution; and

WHEREAS, the City Council hereby deems this Resolution to be in the best interests of the citizens of the City of Cocoa

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. Recitals. The above recitals are hereby deemed true and correct and by this reference are fully incorporated herein as part of this resolution

SECTION 2. Benefits Package. The benefits package set forth in resolution 2014-113 shall apply to persons serving in the position of Deputy Director, Police Commander, Deputy (Assistant) Fire Chief, and City Clerk (hereinafter referred to as "**Executive Management Team**") excluding the health insurance for life benefit. Persons serving in positions of Deputy Director, Police Commander, Assistant Fire Chief, and City Clerk shall be eligible for the health insurance for life benefit only if they meet the eligibility criteria outlined in resolution 2009-150 Section 2.

SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Actions. All prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 5. Effective Date This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this **8th** day of July 2025

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	March 30, 2026
Agenda Date:	April 28, 2026
File ID:	2026-225
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve a resolution amending the FY 2026 Budget, BAF 26-033-A & T to "Shore UP" Departmental Accounts with negative balances or project budgets through the use of various budget lines or Fund Balances.

BACKGROUND:

Throughout the year, unplanned and under-budgeted expenses may occur. The attached Budget Amendment and Transfer BAF#26-033-A & T are required to account for these expenses by using funds within the various departments through Budget Transfers, or by using Fund Balance or Revenue with Budget Amendments.

As part of the mid-year clean-up, it was found that the Fire Department Overtime Account requires more than a usual shore-up. Projecting the Budget out through the end of the Fiscal Year, it is anticipated that the Fire Department overtime will require an additional $431,805 to make the account whole and cover costs for the rest of the year. The funding source for this is the regular salary accounts, which will be monitored throughout the year.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

See Tracking Sheets.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a resolution amending the FY 2026 Budget, BAF 26-033-A & T to "Shore UP" Departmental Accounts with negative balances or project budgets through the use of various budget lines or Fund Balances.

City Of Cocoa Tracking Sheet

BAF 26-033-A

REVENUE ACCOUNTS				
AMOUNT	ACCOUNT	PROJECT#	DESCRIPTION	NOTES
3,900	001-0000-369.90-00		OTHER MISC REVENUES / OTHER MISC REVENUES	Harry T. Moore Center Playground Design (MYRA)
60,205	001-0000-389.99-50		BALANCE FORWARD / FUND BAL-APPROP. RESERVES	2 Additional Fire Trainees Through year end
3,205	107-0000-389.99-50		BALANCE FORWARD / FUND BAL-APPROP. RESERVES	Code Enforcement operational costs
TOTAL	**$ 67,310.00**			

EXPENSE ACCOUNTS				
AMOUNT	ACCOUNT	PROJECT#	DESCRIPTION	NOTES
3,900	001-3520-572.34-00		PARKS AND RECREATION / CONTRACT SERVICES	Harry T. Moore Center Playground Design (MYRA)
27,968	001-2201-522.12-00		FIRE CONTROL / REGULAR SALARIES & WAGES	2 Additional Fire Trainees Through year end
2,140	001-2201-522.21-00		FIRE CONTROL / FICA TAXES	2 Additional Fire Trainees Through year end
3,795	001-2201-522.22-00		FIRE CONTROL / RETIREMENT CONTRIBUTIONS	2 Additional Fire Trainees Through year end
7	001-2201-522.23-00		FIRE CONTROL / INSURANCES	2 Additional Fire Trainees Through year end
24,201	001-2201-522.23-04		INSURANCES / MEDICAL	2 Additional Fire Trainees Through year end
823	001-2201-522.23-07		INSURANCES / DENTAL INSURANCE	2 Additional Fire Trainees Through year end
132	001-2201-522.23-08		INSURANCES / VISION INSURANCE	2 Additional Fire Trainees Through year end
60	001-2201-522.23-09		INSURANCES / LONG TERM DISABILITY	2 Additional Fire Trainees Through year end
579	001-2201-522.24-00		FIRE CONTROL / WORKER'S COMPENSATION	2 Additional Fire Trainees Through year end
500	001-2201-522.27-00		FIRE CONTROL / BENEFIT OFFSET	2 Additional Fire Trainees Through year end
100	107-3232-524.46-03		REPAIRS & MAINTENANCE / REPAIR/MAINT-VEHICLES	Code Enforcement operational costs
156	107-3232-524.47-00		PROTECTIVE INSPECTIONS / PRINTING & BINDING	Code Enforcement operational costs
387	107-3232-524.49-00		PROTECTIVE INSPECTIONS / OTHER CHARGES & OBLIG.	Code Enforcement operational costs
66	107-3232-524.52-00		PROTECTIVE INSPECTIONS / OPERATING SUPPLIES	Code Enforcement operational costs
2,496	107-3232-524.56-15		TECHNOLOGY SYSTEMS / IT-RELATED OPERATING EXP	Code Enforcement operational costs
TOTAL	**$ 67,310.00**			

City Of Cocoa Tracking Sheet

BAF 26-033-T

			FROM ACCOUNTS	
AMOUNT	ACCOUNT	PROJECT#	DESCRIPTION	NOTES
(36,470)	001-1600-513.39-00		FINANCE/ADMINISTRATIVE / CONTINGENCY	SCIENS Contracting (ERP) 48.66%
(923)	107-0000-389.99-50		BALANCE FORWARD / FUND BAL-APPROP. RESERVES	SCIENS Contracting (ERP) 1.23%
(36,423)	421-4010-536.39-00		WATER SEWER / CONTINGENCY	SCIENS Contracting (ERP) 48.60%
(1,136)	423-3570-538.39-00		STORMWATER UTILITY / CONTINGENCY	SCIENS Contracting (ERP) 1.51%
(1,500)	001-2201-522.52-00		FIRE CONTROL / OPERATING SUPPLIES	Cover Other Charges & Obligations
(300)	001-2201-522.52-00		FIRE CONTROL / OPERATING SUPPLIES	Cover Printing & Binding thru YE
(2,500)	001-1600-513.39-00		FINANCE/ADMINISTRATIVE / CONTINGENCY	Disaster Recovery Training (DP&O)
(30,000)	423-3570-538.39-00		STORMWATER UTILITY / CONTINGENCY	Extra Stormwater Repairs
(7,500)	001-3560-519.64-00	PW00PS	MACHINERY & EQUIPMENT	Prepare Construction Drawings
(11,044)	001-3560-519.46-02	PW00MC	OTHER GEN GOVT SERVICES / REPAIR/MAINT BUILDING	Prepare Construction Drawings
(12,698)	001-3560-519.46-02	PW00BS	OTHER GEN GOVT SERVICES / REPAIR/MAINT BUILDING	Prepare Construction Drawings
(8,550)	001-1603-522.56-15		EMERGENCY/DISASTER SVS / IT OPERATING EXPENSE	Radio Communications
(2,079)	001-1603-522.55-00		EMERGENCY/DISASTER SVS / TRAINING	Radio Communications
(12)	001-1300-513.64-00	CA2602	FINANCE/ADMINISTRATIVE / OTHER CHARGES & OBLIG.	Crash Report Request
(700)	421-1515-536.52-00		WATER SEWER / OPERATING SUPPLIES	Cover Vehicle registration, and customer repair
(1,299)	001-1510-513.52-00		FINANCE/ADMINISTRATIVE / OPERATING SUPPLIES	Office Chairs
(797)	001-3500-519.52-30		OPERATING SUPPLIES / FUEL, OIL, & LUBRICANTS	Communications shortfall
(77)	001-3510-541.55-00		ROAD & STREET FACILITIES / TRAINING	Unanticiapted Toll Charges
(43,900)	421-1506-536.46-00		WATER SEWER / REPAIRS & MAINTENANCE	Warehouse Loading Dock Replacement
(18,500)	001-3520-572.46-00		PARKS AND RECREATION / REPAIRS & MAINTENANCE	Cost of Pressure Washing
(1,742)	421-4120-536.46-02		REPAIRS & MAINTENANCE / REPAIR/MAINT BUILDING	Purchase Camera for SE gate
(645,062)	001-2201-522.12-00		FIRE CONTROL / REGULAR SALARIES & WAGES	Cover Fire Overtime Shortfalls
(4,502)	001-2100-521.46-00	PD24TU	LAW ENFORCEMENT / REPAIRS & MAINTENANCE	Scene PD in wrong account
(5,000)	421-4025-536.44-00		WATER SEWER / RENTALS & LEASES	Florida City gas costing more than anticipated
(305)	001-2200-522.12-00		FIRE CONTROL / REGULAR SALARIES & WAGES	Cover Special Detail Hours
(135)	001-2101-521.52-00		LAW ENFORCEMENT / OPERATING SUPPLIES	NENA Membership Dues
(3,448)	421-4055-536.31-00		WATER SEWER / PROFESSIONAL SERVICES	Additional money for Carollo work
(34,908)	421-4120-536.46-00		REPAIRS & MAINTENANCE / REPAIR/MAINTENANCE	2 UV Nitrate Sensors
(1,716)	001-1104-515.12-00		COMPREHENSIVE PLANNING / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(88)	001-1104-515.12-00		COMPREHENSIVE PLANNING / REGULAR SALARIES & WAGES	Cover Overtime Estimates through YE
(797)	001-1203-516.11-00		INFORMATION SYSTEMS / EXECUTIVE SALARIES	Cover unanticipated Personal Services Costs
(134)	001-1510-513.12-00		FINANCE/ADMINISTRATIVE / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(20,749)	001-1600-513.39-00		FINANCE/ADMINISTRATIVE / CONTINGENCY	Advanced Retirement Contributions
(18,000)	001-1600-513.39-00		FINANCE/ADMINISTRATIVE / CONTINGENCY	Postage costs higher in shared account than anticipated.
(11,388)	001-1600-513.55-00		FINANCE/ADMINISTRATIVE / TRAINING	Final Costs of old Samsara Contract.
(1,259)	001-1990-574.23-04		INSURANCES / MEDICAL	Cover Overtime Estimates through YE
(470)	001-2100-521.12-00		LAW ENFORCEMENT / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(2,772)	001-2101-521.12-00		LAW ENFORCEMENT / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(79,298)	001-2101-521.12-00		LAW ENFORCEMENT / REGULAR SALARIES & WAGES	Cover Overtime Estimates through YE
(118)	001-2200-522.21-00		FIRE CONTROL / FICA TAXES	Projected Benefit Shortfalls
(2,638)	001-3232-524.12-00		PROTECTIVE INSPECTIONS / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(200,000)	001-3560-519.43-00	PW26D4	OTHER GEN GOVT SERVICES / ELECTRIC/WATER/SEWER	D4 parks electricity
(100)	107-3232-524.23-04		INSURANCES / MEDICAL	Cover Overtime Estimates through YE
(112)	107-3232-524.23-04		INSURANCES / MEDICAL	Cover unanticipated Personal Services Costs
(147)	421-1515-536.12-00		WATER SEWER / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(15,987)	421-4120-536.12-00		WATER SEWER / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
(1,486)	421-4120-536.46-02		REPAIRS & MAINTENANCE / REPAIR/MAINT BUILDING	Cover Negative Balance
(368)	421-4125-536.12-00		WATER SEWER / REGULAR SALARIES & WAGES	Cover unanticipated Personal Services Costs
TOTAL	**$ (1,269,137)**			

City Of Cocoa Tracking Sheet

BAF 26-033-T

			TO ACCOUNTS	
AMOUNT	ACCOUNT	PROJECT#	DESCRIPTION	NOTES
36,470	001-1600-513.34-00		FINANCE/ADMINISTRATIVE / CONTRACT SERVICES	SCIENS Contracting (ERP) 48.66%
923	107-3200-524.34-00		PROTECTIVE INSPECTIONS / CONTRACT SERVICES	SCIENS Contracting (ERP) 1.23%
36,423	421-4010-536.34-00		WATER SEWER / CONTRACT SERVICES	SCIENS Contracting (ERP) 48.60%
1,136	423-3570-538.34-00		STORMWATER UTILITY / CONTRACT SERVICES	SCIENS Contracting (ERP) 1.51%
1,500	001-2201-522.49-00		FIRE CONTROL / OTHER CHARGES & OBLIGATIONS	Cover Other Charges & Obligations
300	001-2201-522.47-00		FIRE CONTROL / PRINTING & BINDING	Cover Printing & Binding thru YE
2,500	001-1603-525.55-00		EMERGENCY/DISASTER SVS / TRAINING	Disaster Recovery Training (DP&O)
30,000	423-3570-538.46-00		STORMWATER UTILITY / REPAIRS & MAINTENANCE	Extra Stormwater Repairs
7,500	001-3560-519.31-00	PW00PS	OTHER GEN GOVT SERVICES / PROFESSIONAL SERVICES	Prepare Construction Drawings
11,044	001-3560-519.31-00	PW00MC	OTHER GEN GOVT SERVICES / PROFESSIONAL SERVICES	Prepare Construction Drawings
12,698	001-3560-519.31-00	PW00BS	OTHER GEN GOVT SERVICES / PROFESSIONAL SERVICES	Prepare Construction Drawings
10,629	001-1603-522.41-00		EMERGENCY/DISASTER SVS / COMMUNICATIONS	Radio Communications
12	001-1300-513.49-00		FINANCE/ADMINISTRATIVE / MACHINERY AND EQUIPMENT	Crash Report Request
700	421-1515-536.49-00		WATER SEWER / OTHER CHARGES & OBLIG.	Cover Vehicle registration, and customer repair
1,299	001-1510-513.49-00		FINANCE/ADMINISTRATIVE / OTHER CHARGES & OBLIG.	Office Chairs
797	001-3500-519.41-00		OTHER GEN GOVT SERVICES / COMMUNICATION	Communications shortfall
77	001-3510-541.40-00		ROAD & STREET FACILITIES / TRAVEL & PER DIEM	Unanticiapted Toll Charges
43,900	421-1506-536.63-07	WH26LD	INFRASTRUCTURE / IMPROVE OTHER THAN BLDG	Warehouse Loading Dock Replacement
18,500	001-3520-572.34-00		PARKS AND RECREATION / CONTRACT SERVICES	Cost of Pressure Washing
1,742	421-4120-536.56-15		WATER/SEWER / IT RELATED OPERATING EXPENSE	Purchase Camera for SE gate
70,911	001-2201-522.12-12		FIRE CONTROL / ACCRUAL PAYOUTS	Cover Fire Overtime Shortfalls
431,805	001-2201-522.14-00		FIRE CONTROL / OVERTIME	Cover Fire Overtime Shortfalls
124,550	001-2201-522.15-00		FIRE CONTROL / SPECIAL PAY	Cover Fire Overtime Shortfalls
17,796	001-2201-522.21-00		FIRE CONTROL / FICA TAXES	Cover Fire Overtime Shortfalls
4,502	001-2100-521.56-15	PD24TU	LAW ENFORCEMENT / IT RELATED OPERATING EXPENSE	Scene PD in wrong account
5,000	421-4025-536.43-00		ELECTRIC/WATER/SEWER	Florida City gas costing more than anticipated
305	001-2200-522.12-06		REGULAR SALARIES & WAGES / SPECIAL DETAIL	Cover Special Detail Hours
135	001-2101-521.54-00		LAW ENFORCEMENT / MEMBERSHIPS & PUBLICATIONS	NENA Membership Dues
3,448	421-4055-536.31-03		WATER SEWER / ENGINEERING SERVICES	Additional money for Carollo work
34,908	421-4120-536.64-00	CA2602	WATER SEWER / MACHINERY & EQUIPMENT	2 UV Nitrate Sensors
1,716	001-1104-515.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
88	001-1104-515.14-00		COMPREHENSIVE PLANNING / OVERTIME	Cover Overtime Estimates through YE
797	001-1203-516.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
134	001-1510-513.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
20,749	001-1600-513.22-00		FINANCE/ADMINISTRATIVE / RETIREMENT	Advanced Retirement Contributions
18,000	001-1600-513.42-00		FINANCE/ADMINISTRATIVE / POSTAGE & FREIGHT	Postage costs higher in shared account than anticipated.
11,388	001-1600-513.56-15		TECHNOLOGY SYSTEMS / IT-RELATED OPERATING EXP	Final Costs of old Samsara Contract.
1,259	001-1990-574.14-00		SPECIAL EVENTS / OVERTIME	Cover Overtime Estimates through YE
470	001-2100-521.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
2,772	001-2101-521.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
79,298	001-2101-521.14-00		LAW ENFORCEMENT / OVERTIME	Cover Overtime Estimates through YE
118	001-2200-522.23-00		FIRE CONTROL / INSURANCES	Projected Benefit Shortfalls
118	001-3232-524.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
2,520	001-3232-524.13-00		PROTECTIVE INSPECTIONS / OTHER SALARIES & WAGES	Cover unanticipated Personal Services Costs
200,000	001-3520-572.43-00	PW26D4	PARKS AND RECREATION / ELECTRIC/WATER/SEWER	D4 parks electricity
100	107-3232-524.14-00		PROTECTIVE INSPECTIONS / OVERTIME	Cover Overtime Estimates through YE
112	107-3232-524.23-00		PROTECTIVE INSPECTIONS / INSURANCES	Cover unanticipated Personal Services Costs
147	421-1515-536.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
15,987	421-4120-536.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
1,486	421-4120-536.56-15		WATER/SEWER / IT RELATED OPERATING EXPENSE	Cover Negative Balance
368	421-4125-536.12-12		REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	Cover unanticipated Personal Services Costs
TOTAL	**$ 1,269,137**			

City of Cocoa Budget Adjustment Form FY 2026- 033-A

Select Adjustment Type: Budget Amendment | Requesting Department #: Finance-1505 | Date Prepared: 4/1/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 64,105	Various	General Fund (001) Total		$ 64,105	
$ 3,205	Various	Building Permit Fund (107) Total		$ 3,205	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 67,310 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 64,105	Various	General Fund (001) Total		$ 64,105	
$ 3,205	Various	Building Permit Fund (107) Total		$ 3,205	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 67,310 Total					

Reason/Justification for Adjustment:

Part 1 of 2 Mid-Year Cleanup for items that require a budget amendment | See tracking sheet for specific account details.
Agenda# 2026-225

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

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

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.04.21 16:30:55 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.04.23 08:07:33 -04'00'
Finance Approval Signature

Finance Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.04.23 08:05:48 -04'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.04.23 08:06:04 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

City of Cocoa Budget Adjustment Form FY2026- 033-A

Select Adjustment Type: Budget Transfer | Requesting Department #: Finance-1505 | Date Prepared: 4/1/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 1,092,757)	Various	General Fund (001) Total		($ 1,092,757)	
($ 1,135)	Various	Building Permit Fund (107) Total		($ 1,135)	
($ 144,109)	Various	Water / Sewer Fund (421) Total		($ 144,109)	
($ 31,136)	Various	Stormwater Utility Fund (423) Total		($ 31,136)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 1,269,137)	**Total**				

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 1,092,757	Various	General Fund (001) Total		$ 1,092,757	
$ 1,135	Various	Building Permit Fund (107) Total		$ 1,135	
$ 144,109	Various	Water / Sewer Fund (421) Total		$ 144,109	
$ 31,136	Various	Stormwater Utility Fund (423) Total		$ 31,136	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 1,269,137	**Total**				

Reason/Justification for Adjustment:

Part 2 of 2 Mid-Year Cleanup for items that require a budget transfer. | See tracking sheet for specific account details.
Agenda# 2026-225

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

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

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.04.21 16:55:58 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.04.23 08:10:36 -04'00'
Finance Approval Signature

Finance Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.04.23 08:06:33 -04'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.04.23 08:06:42 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

RESOLUTION NO. 2026-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 28TH day of April 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	April 13, 2026
Agenda Date:	April 28, 2026
File ID:	2026-292
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council Approval to apply for a grant for FY 2026 Spirit of Blue Foundation for up to 16 ballistic, rifle rated, tactical shields for a total amount of $56,040.

BACKGROUND:

The City of Cocoa's grant writer found a grant that the Police Department is eligible for that includes verified safety equipment. The 2026 cycle references unfunded operational needs that will aid in officer safety. We are requesting a total of up to sixteen ballistic, rifle-rated, tactical shields for a total amount of $56,040.

Spirit of Blue conducts the procurement of the goods or services being granted so that the recipient agency isn't burdened with having to negotiate prices, place orders, or track delivery. There are no reporting requirements after the award of the grant, but agencies are asked to submit a photo to be used in the announcement of their grant.

Spirit of Blue is dedicated to the enhancement of officer safety and vitality throughout the law enforcement community by promoting public awareness for their protection and fulfilling safety equipment and training needs. The Spirit of Blue Safety Grant Program is designed to award equipment, or in some cases training, that will protect officers serving on duty. The grant consideration process takes into account an agency's officer safety needs, their ability to utilize the granted equipment or training, and their funding situation.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? Not at this time. If awarded, the Department will bring the item back to Council with a request to amend the budget.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approval to apply for a grant for FY 2026 Spirit of Blue Foundation for up to 16 ballistic, rifle rated, tactical shields for a total amount of $56,040.

Cocoa Police Department - Shields

Cocoa Police Department
1226 King St
Cocoa, FL 32922
United States

Michael Dellatorre
mdellatorre@cocoapolice.com

Reference: 20260313-102858785
Quote created: March 13, 2026
Quote expires: June 11, 2026
Quote created by: Michael Shoemaker

michael@rtstactical.com
+14125438582

Comments from Michael Shoemaker

Products & Services

Item & Description	Quantity	Unit Price	Total
RTS Tactical Ballistic Shield CENTURION 18X32 Curved RF1 18X32	8	$6,499.99	$51,999.92
RTS TACTICAL LEVEL III+ RIFLE SPECIAL THREATS MINI SHIELD - MEDIUM - 14" X 24" 14" X 24" - MEDIUM	4	$749.99	$2,999.96
RTS TACTICAL MINI SHIELD CARRIER SYSTEM - BLACK - MEDIUM MEDIUM	4	$259.99	$1,039.96
Shipping	1	$0.00	$0.00

One-time subtotal	$56,039.84
Total	**$56,039.84**

Purchase terms

Signature

Signature

Date

Printed name

Questions? Contact me

Michael Shoemaker
michael@rtstactical.com
+14125438582

RTS Tactical
4045 Sheridan Ave
Ste 118
Miami Beach, FL 33147
United States

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form
Must Be Attached to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Anthony Marchica
NAME OF GRANT: Spirit of Blue Foundation: Safety Grants - FY2026	
CFDA#/CFSA# N/A	**FUNDING AGENCY:** Non-profit
AMOUNT REQUESTED: $56,040	**GRANT DUE DATE:** 7/10/2026

PROJECT DESCRIPTION:

The Spirit of Blue Foundation allocates grant funding through direct capital procurement rather than cash disbursements, ensuring resources translate into verified safety equipment. The 2026 cycle targets unfunded operational needs that materially improve officer safety. The Police Department is requesting a total up to 16 ballistic, rifle rated shields for a total amount of up to $56,040.

MATCH REQUIRED: NO	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:) N/A	4/28/2026
REIMBURSEMENT GRANT: NO	**REIMBURSEMENT SCHEDULE:** N/A

WHAT ARE THE REPORTING REOUIREMENTS:

There are no formal, complex reporting requirements after receiving a Spirit of Blue Foundation Safety Grant, though agencies must accept the award officially. The primary post-award requirement is to submit a photo of the received equipment for announceme

FUTURE REOUIREMENTS TO CONSIDER:

May not apply again for 24 months.

4/15/26 9:31:41 AM
Department Director

Gregory Browder
Digitally signed by Gregory Browder
DN: cn=Gregory Browder, ou=CH, email=gbrowder@cocoafl.gov
Date: 2026.04.15 09:59:02 -04'00'
Grants Administrator

Samantha Senger
Digitally signed by Samantha Senger
Date: 2026.04.15 12:35:17 -04'00'
Economic Development Director

Lora Howell
Digitally signed by Lora Howell
DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov
Date: 2026.04.16 09:28:04 -04'00'
Finance Director

Stockton Whitten
Digitally signed by Stockton Whitten
DN: cn=Stockton Whitten, ou=CH, email=swhitten@cocoafl.gov
Date: 2026.04.16 16:11:22 -04'00'
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	April 14, 2026
Agenda Date:	April 28, 2026
File ID:	2026-293
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approval to request additional grant funding from FEMA for the Fiske & Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to execute contract modifications if awarded. If awarded the additional funding, Staff will bring the Budget Amendment back to the City Council for approval.

BACKGROUND:

On June 1, 2021, the City Council authorized the City Manager to execute the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R Grant Agreement.

On August 8, 2023, the Council accepted additional grant funding from FEMA:

Federal Share:	$4,103,261.25 @ 75%
Non-Federal (Local) Share:	$1,367,753.75 @ 25%
Total:	$5,471,015.00

Based on the Council's previous approval of change order work for this Project, staff is requesting the following three items:

1) Increase the currently approved budget from FEMA 75% $4,103,261.25 / City 25% $1,367,753.75 = $5,471,015 to FEMA 75% $5,833,661.15 / City 25% $1,944,553.72 = $7,778,214.87. FEMA will provide an additional $1,730,399.90 in grant funding.
2) Modify the SRMC budget from FEMA 100% $273,347 to FEMA 100% $289,199 while removing reimbursement for non-allowable materials testing. FEMA will provide an additional $15,852 in grant funding.
3) Extend the contract's period of performance.

The Fiske & Broadmoor Drainage Improvements project completed construction in the Fall of 2025.

Staff recommends approval to pursue additional grant funding.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? No

If additional funding is approved by FEMA, staff will bring the Budget Amendment back to City Council for approval.

PREVIOUS ACTION:
On August 8, 2023 Council approved additional grant funding from FEMA.

RECOMMENDED MOTION:
Approval to request additional FEMA grant funding for the Fiske & Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to execute contract modifications if awarded. If awarded the additional funding, Staff will bring the Budget Amendment back to the City Council for approval.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

March 13, 2024

Abigail Morgan
Interim Public Works Director
155 N Wilson Ave.
Cocoa, Florida 32922

Re: Project #4337-428-R, City of Cocoa

Dear Abigail Morgan:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification two (#2) (Contract #H0610) between City of Cocoa and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Autumn.Herrington@em.myflorida.com. The Project Manager for this contract is:

Autumn Herrington, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd,
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Autumn Herrington at (208) 955-9031.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2024.03.13 16:26:56 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Contract Number: H0610

Project Number: 4337-428-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF COCOA

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Cocoa ("the Sub-Recipient") to modify Contract Number H0610, dated, July 16, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $4,376,608.25, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on February 28, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin July 16, 2021 and shall end February 28, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COCOA

By: _____

Name and Title: Stockton Whitten, City Manager

Date: March 6, 2024

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.03.13 16:26:34 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 13-MAR-2024

Attachment A

(2nd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, in Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The HMGP construction scope of work shall include the installation of roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. Furthermore, the project shall construct a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922

ID#	Name/Station	Coordinates
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from

participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes.

c) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

d) Permit(s) and verification of compliance:

1. South Florida Water Management District.
2. United States Army Corps of Engineers (USACE).

NOTE: If no permit was needed – a letter stating "no permit required".

e) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

6) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) Individual Environmental Resource Individual Permit No. 64593-13, issued 07/27/2018.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of project:

CWA: The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

Source of condition: Clean Water Act (CWA) **Monitoring Required: No**

a) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

b) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit. 4. At

least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), Construction Commencement Notice, (October 1, 2013).

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit¿ [Form 62-330.310(3)]; or

2. For all other activities As-Built Certification and Request for Conversion to Operation Phase [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g) If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h) The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i) This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

j) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written

authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k) The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l) The permittee shall notify the District in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long- term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m) Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

o) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

p) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource- related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62- 330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

s) This permit for construction will expire five years from the date of issuance.

t) At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

u) All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

v) The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation.

w) The project must be constructed and operated as per plans received by the District on July 24, 2018.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

NHPA

x) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

y) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Source of condition: National Historic Preservation Act (NHPA) **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021. This Agreement was executed on July 16, 2021, and the Period of Performance for this project shall end on **February 28, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	15	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**48**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$5,471,015.00	$4,103,261.25	$1,367,753.75
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
****SRMC**			
SRMC:	$273,347.00	$273,347.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$273,347.00**	**$273,347.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $273,347.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$4,103,261.25	(75.00%)
Non-Federal Share:	$1,367,753.75	(25.00%)
Total Project Cost:	**$5,471,015.00**	**(100.00%)**
SRMC (100% Federal)	$273,347.00	

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR CITY OF COCOA, BROADMOOR ACRES/FISKE BOULEVARD DRAINAGE IMPROVEMENTS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency and the City of Cocoa desire to facilitate the drainage improvements project on Fiske Boulevard and Broadmoor Acres; and

WHEREAS, the Federal Emergency Management Agency has requested the City of Cocoa to execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the Federal Emergency Management Agency any additional documentation or amendments to the aforementioned agreement.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a City Council Workshop assembled on the 1st day of June, 2021.

Michael C. Blake, Mayor

ATTEST:

SEAL

Carie Shealy, MMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	April 15, 2026
Agenda Date:	April 28, 2026
File ID:	2026-297
Prepared By:	Mitchell Lawyer, Systems and Support Manager
Through:	
Requested Action:	Accept the Award of the Florida Local Government Cybersecurity Grant (Round 3), a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement. The contents of this grant award are confidential and not for public release per F.S. 119.0725.

BACKGROUND:

The City of Cocoa's Chief Technology Officer previously submitted a formal application for enhanced cybersecurity services and technical capabilities through the Florida Local Government Cybersecurity Grant Program. The Florida Local Government Cybersecurity Grant is a competitive grant program to provide cybersecurity technical services and capabilities to Florida's local governments to improve their cybersecurity posture and resiliency. The Florida Digital Service (FLDS) had $15 million available for fiscal year 2025-2026 for purchasing and providing the solutions offered in the grant. All licenses and services will be provided by FLDS at no cost to the City of Cocoa. While this is not a monetary award, it is an award of services and capabilities. Earlier this year, the City of Cocoa was awarded renewal of existing capabilities provided by the grant program in Rounds 1 and 2. Round 3 is a renewal of existing capabilities.

The Florida Local Government Cybersecurity Grant is designed to be distributed annually, with a clear emphasis placed on renewing the annual licensing for previous recipients before considering new grant applications. While this grant provides substantial support, it's crucial to acknowledge the potential for future years not receiving funding. Should this occur, the City would need to make a strategic decision whether to assume the costs to maintain these platforms and services or choose to discontinue them. There is also current pending legislation that will secure future funding for this program and allow municipalities to continue to apply for funding.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? No

All licenses and services will be procured and provided by FLDS.

PREVIOUS ACTION:
In May of 2025, the council approved acceptance of Round 2 of this grant. Application was made in August 2025 for Round 3.

RECOMMENDED MOTION:
Accept the Award of the Florida Local Government Cybersecurity Grant (Round 3), a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Information Technology	**DIVISION:** n/a
POINT OF CONTACT: Robert Beach	**PROJECT MANAGER:** Robert Beach
NAME OF GRANT: Florida Local Government Cybersecurity Grant	
Assistance Listing#/CFSA#: n/a	**FUNDING AGENCY:** FLDS
AMOUNT REQUESTED: $ n/a	**GRANT DUE DATE:** 08/30/2025

PROJECT DESCRIPTION:

Grant renewal application to continue existing cybersecurity capabilities awarded in the previous grant year. This is not a monetary grant but a grant of licenses and capabilities provided by the Florida Digital Service (State of Florida).

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 08/12/2025
REIMBURSEMENT GRANT: -	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REQUIREMENTS?

none

FUTURE REQUIREMENTS TO CONSIDER:

If the grant is not renewed or funded each year, the City would need to pay for the licensing of capabilities if we wish to continue to utilize them to protect our infrastructure.

Digitally signed by Robert Beach
Date: 2025.07.31 12:39:03 -04'00'

Department Director

Monique Drew
Digitally signed by Monique Drew
Date: 2025.07.31 14:14:57 -04'00'

Grants Administrator

Lora Howell
Digitally signed by Lora Howell
Date: 2025.08.04 13:38:35 -04'00'

Deputy Finance Director

Finance Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.08.05 08:54:37 -04'00'

City Manager

Ron DeSantis, Florida Governor
Tom Berger, Interim Secretary
Warren Sponholtz, Florida State Chief Information Officer

Attn: Robert Beach
Chief Technology Officer
City of Cocoa
65 Stone St.
COCOA, FL 32922

March 31, 2026

Congratulations, City of Cocoa! You have been awarded for Year 3 of the Florida Local Government Cybersecurity Grant administered by the Florida Digital Service. Based on the requests and information included in your application, the following capabilities will be offered:

Capability	Solution	Quantity	Unit
External-Facing Asset Discovery	Tenable.ASM (Attack Surface Management)	522	External Facing Assets
Endpoint-Based Asset Discovery (Agent)	Tanium	2500	Endpoints
Network-Based Asset Discovery (Agentless)	Armis Centrix	1500	Endpoints
Endpoint Detection and Response			
Content Delivery Network	Akamai Technologies	Up to 1000	GB
Security Operations Platform	ReliaQuest GreyMatter	251-750	Employee Count
Email Security	Abnormal Security	662	Mailboxes
IT Service Management			

If you identify any discrepancies with the information above, please contact us immediately.

In addition to software access for the capabilities awarded, the Florida Digital Service will provide the following:

- Incident response assistance when requested.
- Training, technical assistance, and support for the capabilities granted.

Your Grant Agreement will be sent via email shortly. The Grant Agreement must be executed by Tuesday, May 5, 2026. If you do not receive your Grant Agreement within the next 48 hours, we may not have the correct contact. There will not be any extensions to the Grant Agreement deadline, as the software must be received before the end of June.

In late May 2026, you will need to attend kick-off meetings for each of your awarded solutions and approve an implementation plan for each awarded solution by June 22, 2026.

The Florida Digital Service remains committed to supporting you throughout this process as we deploy critical capabilities to mitigate cybersecurity threats to your local community. We look forward to working alongside you and your team.

Best Regards,
Florida's Local Government Cybersecurity Grant Team
Florida Digital Service
cybersecuritygrants@digital.fl.gov

Ron DeSantis, Florida Governor
Tom Berger, Interim Secretary
Warren Sponholtz, Florida State Chief Information Officer

GRANT AGREEMENT

FOR

LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM

CONTRACT NO: DMS-25/26-134

CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CITY OF COCOA

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and City of Cocoa (Grantee). The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Specific Appropriation 2708, Fiscal Year 2025-2026 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows**:**

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A – Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. "Agreement" means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

   All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

   a. This Grant Agreement
   b. Attachment A – Solution Statement of Work
   c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
   d. Attachment C – Grantee Data Sharing Agreement(s) ("DSA"), if applicable

a. Final Implementation Plan(s), if applicable

2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.

3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.

4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, "Business Day" means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).

2. Primary Contacts.

a. **Department's Grant Manager** (see section 215.971, F.S.).

Brad Oswald, Enterprise Technology Coordinator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604

Email: CybersecurityGrants@digital.fl.gov

a. **Grantee's Grant Manager**

Robert Beach, Chief Technology Officer
City of Cocoa
65 Stone St.
COCOA, Florida 32922
Telephone: (321) 433-8550
Email: rbeach@cocoafl.gov

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2025-2026 Fiscal Year, which begins July 1, 2025, and expires on June 30, 2026.

2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.

3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

1. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:

   a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
   b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

   Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.

5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.

6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication NIST SP 800-88r2, "Guidelines for Media Sanitization" (2025). See https://doi.org/10.6028/NIST.SP.800-88r2.

A. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary

loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

A. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

   The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

1. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).

2. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

A. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:

   a. Cybersecurity insurance limits and deductibles;
   b. Information relating to critical infrastructure;
   c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
   d. Network schematics;
   e. Hardware and software configurations; and
   f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

   If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

   In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

1. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

B. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

C. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the

extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

1. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.

2. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

3. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:

   a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
   b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

A. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded

under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

1. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.

2. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

B. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

C. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

1. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

2. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.

3. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.

4. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

A. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan before June 22, 2026, for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.

2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2025-2026 Fiscal Year, which begins July 1, 2025, and expires on June 30, 2026. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:

   a. Satisfactorily complete the deliverables within the time specified in this Agreement;
   b. Maintain adequate progress, thus endangering performance of this Agreement;
   c. Honor any term of this Agreement; or
   d. Abide by any statutory, regulatory, or licensing requirement.

   The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law

or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

1. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.

2. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:

   a. Stop work under this Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work that has not been terminated by the Department, if any.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
   d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

A. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

B. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.

2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

1. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q, liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

A. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q of this Agreement.

2. Pursuant to Specific Appropriation 2708 and Section 211 of the 2025-2026 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

B. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

A. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on 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."

3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

1. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Cocoa:

By:_____

Name:_____

Title:_____

Date:_____

Department of Management Services:

By:_____

Name:_____

Title:_____

Date:_____

1. **Scope of Work.**
   Pursuant to Specific Appropriation 2708 and Section 211, FY 25-26 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to develop and enhance their cybersecurity risk management programs.

2. **Awarded Capabilities.**
   The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

   External-Facing Asset Discovery: Tenable.ASM (Attack Surface Management)
   Endpoint-Based Asset Discovery: Tanium
   Network-Based Asset Discovery: Armis Centrix
   Content Delivery Network: Akamai Technologies
   Security Operations Platform: ReliaQuest GreyMatter
   Email Security: Abnormal Security

   Note: The Department made its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. **Grantee Responsibilities.**
   The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. **Department Responsibilities.**
   The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. **Deliverables.**

   The Grantee shall complete the following deliverable(s):

Deliverables		
No.	**Tasks**	**Performance Measures and Due Dates**
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement before May 5, 2026.

2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] before June 2, 2026.
3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). **If the Grantee chooses to proceed with a solution**, the Grantee must approve the Final Implementation Plan by June 22, 2026.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the

Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

6. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at the following address:

      Cybersecuritygrants@digital.fl.gov

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.016

   Amount: $_____

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. DMS-25/26-134 between the Grantee and the Department, entered in State Fiscal Year 2025-26.

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.

B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.

C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.

D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.

E. County and Municipality Cybersecurity Technical Assistance Program (“the Program”) – refers to the grant program established by the 2025-2026 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.

F. Covered Data – The limited subset of security data that is derived from Grantee’s use of any Software Entitlements as defined in the attached Rider(s); a Grantee’s confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.

G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.

I. HIPAA - Health Insurance Portability and Accountability Act of 1996.

J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.

K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

A. Software Entitlement – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

I. Responsibilities of the Parties

A. **Data Transmission**. Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.

B. **Compliance with Applicable Laws**. Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.

D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

II. FL[DS] Role and Responsibilities

A. FL[DS] is responsible for:

1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;

3. Providing the Grantee with the option to utilize Software Entitlements; and

4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.

B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].

C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

III. Grantee's Role and Responsibilities

A. Covered Data is and shall remain the property of Grantee.

B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:

1. Ensuring a level of security appropriate to the risk in respect of Covered Data;

2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;

3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;

4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;

5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;

6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;

7. Backing up Covered Data, if required by law or Grantee policy; and

8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.

C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or

2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

I. Unauthorized Disclosure/Data Breach

A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:

1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.

2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party'**s**) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.

3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.

4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.

B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.

C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.

E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

II. Additional Terms Applicable to Certain Circumstances.

A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.

B. **CJIS**. The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.

1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.

2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.

4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

A. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.

2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.

3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.

4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.

5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

B. **FERPA**. The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA.

2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

C. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").

2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.

4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

I. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:
Mitchell Lawyer
City of Cocoa
65 Stone St.
COCOA, Florida 32922
Telephone: (321) 433-8558
Email: mlawyer@cocoafl.gov

Grantee's IT Coordinator:

Mitchell Lawyer
City of Cocoa
65 Stone St.
COCOA, Florida 32922
Telephone: (321) 433-8558
Email: mlawyer@cocoafl.gov

A. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

I. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

II. Grantee Additional Terms

A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2025)

Section 282.3185, Florida Statutes (F.S.), the "Local Government Cybersecurity Act," directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include "[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government." per section 282.3185, F.S.

Under Specific Appropriation 2708 and Section 211 of the 2025-2026 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency's existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].

B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.

C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].

E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.

F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.

G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.

H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

A. **Incident Response Support**. As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and

preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

B. **Covered Data and Personally Identifiable Information**. FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

Exhibit A
Cybersecurity Incident Response Rider

I. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

II. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.

B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.

C. Local Government Cybersecurity Grant Program ("the Program") –The Program established by the 2025-2026 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.

E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].

F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.

G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.

H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.

I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.

J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization's Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.

B. **FL[DS] Role and Responsibilities**: FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

A. **Grantee's Role and Responsibilities:** Grantee is responsible for:

   a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;

   b. Activating and deactivating the Access, credentials, and privileges of its authorized users;

   c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;

   d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and

   e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.

   f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

B. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

C. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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CITY COUNCIL AGENDA ITEM

Memo Date:	April 16, 2026
Agenda Date:	April 28, 2026
File ID:	2026-299
Prepared By:	Kimberley Ross, Administrative Assistant
Through:	John Walsh, Utilities Director
Requested Action:	Approve the close-out of Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project (Project No. TCR 001) and authorize the transfer of the remaining balance of $85,180.33 to the existing allowance under Task Order 2025-03; to approve Amendment #3 to the scope of services for Task Order 2025-03 to include technical reservoir design review within the existing total project authorization of $4,599,297.33; to approve Budget Transfer #26-056-T in the amount of $5,111 from account 421-4020-536.31-03 to 421-4020-536.31-27 for the City's pro rata share; and to authorize the City Manager to execute all necessary documents and amendments.

BACKGROUND:

The TCR/SJR Water Supply project is a future water supply project that involves the cooperation and collaboration of Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services through a multi-party agreement previously signed by all agencies. The first phase of this project is to prepare the permits and the necessary engineering for the long-term water supply needs of the group. The consultant selected, HDR, Inc., will prepare the necessary projections, protocols and other preliminary engineering required to obtain permits for the project.

The Joint Water Suppliers had previously agreed, and Council previously authorized a limited Task Order 2024-02 for HDR to perform a technical review of the St. Johns River Water Management District (District) 60% levy improvements design on March 26, 2024. HDR did complete a portion of the review of the District's design, however during the review process, the District determined the best approach would be to execute the design with an outside engineering firm. That design is currently underway, and HDR has submitted a new Amendment #3 to the scope of services for technical review of the design package. The Water Suppliers have jointly reviewed Amendment #3, which will require the use of the project allowance already approved by Council under Task Order 2025-03. HDR's joint permitting work under Task Order 2025-03 includes consumptive use permitting, water quality blending analysis, environmental permitting, property rights acquisition, and now the additional reservoir design technical review.

Currently, there is a remaining balance of $85,180.33 on Task Order 2024-02. Since this task order is separate from the larger permitting Task Order 2025-03, also previously authorized by Council, staff is requesting to close out Task Order 2024-02 to

release the remaining balance of $85,180.33 and add it to the allowance under Task Order 2025-03. Each Supplier has funded their respective pro rata share and the additional $85,180.33 will be distributed pursuant to their respective pro rata share as further outlined in the table below for the proposed revised Task Order 2025-03. Cocoa's portion is the $5,110.82 listed below.

Party	Percent	Pro Rata Share-Original	Pro Rata Share-Additional	Pro Rata Share-Total
Cocoa	6%	$270,847	$5,110.82	$275,957.82
OCU	45%	$2,031,352	$38,331.15	$2,069,683.15
OUC	15%	$677,117	$12,777.05	$689,894.05
TWA	4%	$180,566	$3,407.21	$183,973.21
ECFS	30%	$1,354,235	$25,554.10	$1,379,789.10
Total	100%	$4,514,117	$85,180.33	$4,599,297.33

If actual costs exceed the annual requested funding, Cocoa, as the Project Administrator, will obtain new estimates from HDR to cover funding for the remaining fiscal year and bill the suppliers appropriately to acquire the necessary funding. Staff is requesting the continued delegated authority for the City Manager to approve the task order up to the maximum of $4,599,297.33 as listed in the table above, which includes contingency/allowances as outlined in the requested task concurrently with Suppliers approval and to receive funding, in any increment, from the water suppliers up to the maximum listed in the table. Note, the contingency and allowances are included within the HDR proposal and are dispersible to any sub-task within the proposal with consensus from the collective water suppliers. The new table of expenses above will go into effect upon receipt of final authorization from the Water Suppliers for the new task.

Staff recommends approval of the Amendment toTO 2025-03 and increasing the overall project authorization to $4,599,297.33.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Budget Transfer Amount: City of Cocoa Share 6%:

Source of Funds
Amount Requested ($5,111)
Account Number 421-4020-536.31-03, TCR001
Account Name: Professional Services

Amount Requested $5,111
Account Number 421-4020-536.31-27, TCR001
Account Name Professional Services TCR – Cocoa 6%

Other Entities:

Orange County (OCU), Orlando Utilities Commission (OUC),
Tohopekaliga Water Authority (TWA) and East Central Florida Services Inc. (ECFS)

Source of Funds

Amended Total Budgeted for Fund 427: $4,323,339.51
Amended Total Budgeted for Fund 421: $275,957.82
Amended Purchase Order Total: $4,599,297.33

PREVIOUS ACTION:

On August 22, 2017, City Council approved participation in the Taylor Creek Reservoir/St. John River Water Supply Project and a series of agreements between the City of Cocoa, Orange County, Orlando Utilities Commission, East Central Florida Services and Toho Water Authority.

On October 10, 2018, City Council approved the final ranking and delegated to the City Attorney and Staff to negotiate the scope, fees and contract terms under RFQ-18-18-COC.

On February 27, 2019, Council approved Task Order 2019-01 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $3,334,652, of which the City of Cocoa will fund its pro rata share of $200,079.12 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc.

On March 26, 2024, Council approved Task Order 2024-02 with HDR for 60% Levy Improvement Design Review in the amount of $177,844, of which City of Cocoa will fund its pro rata share of $10,670.64.

On October 8, 2024, Council approved Task Order 2025-03 with HDR for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project No. TCR001 in the amount of $4,514,117, of which the City of Cocoa will fund its total Pro Rata Share of $270,847; To Fund the City of pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), and approve a Resolution Amending the FY2025 Budget, BAF#25-003-A, to Receive Funding from the Water Suppliers and to Allocate the Expenses for this project, and

Approve an Amendment to the Master Agreement accepting the HDR 2025 Rate Schedule. FY2026 Budget BAF#26-001.

RECOMMENDED MOTION:

Approve the close-out of Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project (Project No. TCR 001) and authorize the transfer of the remaining balance of $85,180.33 to the existing allowance under Task Order 2025-03; to approve Amendment #3 to the scope of services for Task Order 2025-03 to include technical reservoir design review within the existing total project authorization of $4,599,297.33; to approve Budget Transfer #26-056-T in the amount of $5,110.82 from account 421-4020-536.31-03 to 421-4020-536.31-27 for the City's pro rata share; and to authorize the City Manager to execute all necessary documents and amendments.

April 16, 2026

John “Jack” Walsh, P.E.
City of Cocoa Utilities Director
351 Shearer Blvd.
Cocoa, FL 32922

Dear Jack,

The Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project Task Order #1 (PO#082308) was issued to HDR on April 10, 2024. The City of Cocoa has requested to stop work under Task Order #1, and all invoices associated with the completed scope be finalized.

As of April 15, 2026, a total of $92,663.67 has been invoiced and paid by the City for the completion of the Kickoff meeting and 60% Peer Review effort. As noted in the City of Cocoa e-Mail from April 15, 2026, TO #1 will be officially closed, and the remaining funds ($85,180.33) will be transferred to Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project TO #3 (PO #083151). This letter acknowledges there is no further work or invoicing required to close out TO #1.

Please let me know if you have any questions or concerns. HDR appreciates the continued partnership with the City of Cocoa and the other TCA Partners on this important project.

Sincerely,

Brenda van Ravenswaay, PE
Project Manager

City of Cocoa

Task Order 2024-3

Taylor Creek Reservoir/St. Johns River Water Supply

Permitting Project

AMENDMENT 3

April 24, 2026

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Introduction

The City of Cocoa, Orange County Utilities (OCU), Orlando Utilities Commission (OUC), Toho Water Authority and East Central Florida Services (ECFS) [collectively known as the "Water Suppliers"] are working cooperatively to develop the planned Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Project in Central Florida.

The TCR/SJR Water Supply Project ("Project") consists of developing an estimated 30 to 40 million gallon per day (MGD) annual average daily flow (AADF) potable water supply from the TCR utilizing watershed runoff and flow diverted from the SJR. The St Johns River Water Management District (SJRWMD) is responsible for the improvements to the TCR L-73 Dam which includes increasing the operating level of the TCR. The operating level change is a key component to provide reliability to the TCR/SJR Water Supply Project and thus the Water Suppliers have requested a peer review of the design.

Initially, the SJRWMD was designing the improvements in-house and HDR performed a peer review of the SJRWMD 60 percent design deliverable. The SJRWMD recently awarded a contract to an engineering firm (GFT) to complete the design and they will be preparing new design deliverables for 30, 60, 90 and 100% phases. The SJRWMD has also retained an owner's advisor who will also be performing technical reviews for the SJRWMD of design deliverables.

The CONSULTANTS original task order included peer review of 60%, 90% and 100% design packages as well as attending a kick-off meeting and coordinating with the Water suppliers. As part of Amendment 3, this work will be performed under existing Task Order 3, and the CONSULTANT will attend a new kick-off meeting, design charette meeting, and review new design packages for 30 and 60% design. Note that original task order included 90% and 100% reviews not yet performed and for efficiency the CONSULTANT will perform 90% review originally budgeted but will rely on the SJRWMD design firm to take responsibility for final 100% document review.

Scope of Services

Task 11 – TCR L-73 Dam Improvement PEER Review

Task 11.1 Water Supplier Coordination and Updates

CONSULTANT will participate in four (4) 1-hour briefings with the Water Suppliers to discuss the Peer Review findings, coinciding with the 30%, 60%, 90% and 100% design reviews. These reviews will be coordinated with regular progress meetings. CONSULTANT will prepare an agenda and a brief overview of the review findings.

Task 11.2 TCR L-73 Dam Improvement PEER Review

TASK 11.2.1 KICKOFF AND DESIGN CHARETTE MEETINGS

CONSULTANT met virtually with SJRWMD and District Design Engineer for Design Charette No. 1 to kick-off the new peer review process, review the scope, and discuss previous 60% Peer Review Comments in July 2025.

TASK 11.2.2 TCR DISCHARGE STRUCTURE AND COCOA INTAKE STRUCTURE COORDINATION

CONSULANT will attend two (2) virtual coordination meetings with SJRWMD and GFT to discuss the TCR Discharge Structure and Cocoa Intake structure design.

TASK 11.2.3 30% PEER REVIEW

CONSULANT will review new 30% Design Package provided by District Design Engineer, including reports, drawings, and specifications. CONSULTANT will prepare and submit a written comment log 2-weeks prior to the 30% Review meeting.

TASK 11.2.4 60% PEER REVIEW

CONSULANT will review new 60% Design Package provided by District Design Engineer, including reports, drawings, and specifications. CONSULTANT will prepare and submit a written comment log 2-weeks prior to the 60% Review meeting.

TASK 11.2.5 90% REVIEW (UNCHANGED FROM ORIGINAL TASK ORDER)

CONSULTANT will be provided the draft 90% design package including reports, drawings and specifications by the SJRWMD. CONSULTANT will prepare and submit a written comment log 2-weeks prior to the 90% Review meeting.

TASK 11.2.6 100% PEER REVIEW

This task is being modified under this Amendment. CONSULTANT will be provided the 100% design package including reports, drawings and specifications by SJRWMD. CONSULTANT will review 100% design package only to verify the 90% design comments were addressed. The review meeting is removed from the scope. CONSULTANT will submit updated comment log verifying all comments are addressed.

TASK 11.3 DESIGN COMMENT REVIEW WORKSHOPS

CONSULTANT will prepare for and attend a 4-hour 30% Design Comment Review workshop with 2-3 staff in-person and 1-2 staff virtually. CONSULTANT will review SJRWMD meeting notes and SJRWMD responses to comment logs for SJRWMD and Water Suppliers records.

CONSULTANT will prepare for and attend a 4-hour 60% Design Comment Review workshop with 2-3 staff in-person and 1-2 staff virtually. CONSULTANT will review SJRWMD meeting notes and SJRWMD responses to comment logs for SJRWMD and Water Suppliers records.

CONSULTANT will prepare for and attend a 4-hour 69% Design Comment Review workshop with 2-3 staff in-person and 1-2 staff virtually. CONSULTANT will review SJRWMD meeting notes and SJRWMD responses to comment logs for SJRWMD and Water Suppliers records.

Deliverables

- Draft and Final 30%, 60%, 90% and 100% Design Peer Review Comment Logs

- Review comments on SJRWMD Meeting Notes for 30%,60%, 90% and 100%review meeting notes and SJRWMD responses to comment log.
- Review SJRWMD meeting notes on coordination of TCR Discharge Structure and Cocoa Intake
- Agendum and Meeting Notes

Assumptions

- CONSULTANT will require all new reports developed as part of the project to complete the Peer Review.
- District Design Engineer will provide responses to the Peer Review comments within 4-weeks of the review meeting.
- Meeting notes, and comment logs will be delivered electronically to Water Suppliers, District Design Engineer, and SJRWMD.
- The SJRWMD will be available in a timely manner to meet schedule and will be prepared to respond to comment logs per the requested schedule.
- No additional geotechnical sampling or testing will be provided by HDR to support SJRWMD L-73 improvements design.
- District Design Engineer will be available to meet in a timely manner to meet schedule and will be prepared to respond to comment logs per the requested schedule.
- Peer Review will follow applicable guidance prepared by the United States Army Corp of Engineers (USACE) for peer reviews and follow the intent for Peer Reviews contained in Attachment A of the original Task Order.
- SJRWMD retains the sole responsibility for the design and permitting of the TCR L-73 improvements. Attachment A further defines CONSUTLANTS peer review services as well as mutual waiver of claims and consequential damages for peer review services.
- This Peer Review will be prepared by HDR for the Water Suppliers. Numerous subject matter experts with GFT will be contributing to the opinions and findings presented in the design package. The Peer Review comments by HDR will represent the collective professional judgment of those involved considering the scope, schedule, and other limitations stated in the document and in the contract between HDR and the City of Cocoa. Although HDR is performing the Peer Review, the opinions, findings, and recommendations are not necessarily those of HDR. The opinions, findings, and recommendations in the results are based on information available at the time of the evaluation and information related to past performance of the TCR Improvement project features. In preparing the Peer Review comments, HDR will not verify information supplied by others. HDR assumes that information provided by others is accurate, complete, reliable, and current. Conditions not identified in the design documents may, and likely do, exist.

- The SJRWMD shall furnish CONSULTANT with available studies, reports and other data pertinent to the Project within 2-weeks of request, and obtain or authorize CONSULTANT to obtain or provide additional reports and data as required.
- Water Suppliers shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the Scope of Services hereunder.
- Construction cost estimating or permitting services are not currently part of the task order.

Schedule

This Amendment scope is estimated to be completed within 24 months from receipt of notice to proceed based on anticipated schedule for SJRWMD TCR Upgrade Design. Schedule will be dependent on timely reviews, meetings and information obtained from SJRWMD and their Design Engineer. CONSULTANT may request a fee revision if project extends beyond anticipated design schedule and/or current Task Order 2024-3 schedule.

Compensation

Compensation for the services authorized under this Amendment will be increased by **$197,802.17** using the lump sum basis method as described in the TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES between HDR and the City of Cocoa dated January 13, 2019, for a total not-to-exceed-fee of **$197,802.17**. Costs are summarized below by task and detailed fee descriptions are in Attachment B and Attachment C for HDR tasks.

Task No	Task Name	Compensation Method	Labor	Sub-Consultant	Total
11.1	Water Supplier Coordination and Updates	Lump sum	$24,504.78		**$24,504.78**
11.2	TCR L-73 Dam Improvement Peer Review	Lump Sum	$ -		**$ -**
11.2.1	Kickoff and Design charette meeting	Lump Sum	$9,029.47		**$9,029.47**
11.2.2	Discharge and intake structure coordination	Lump Sum	$6,199.70		**$6,199.70**
11.2.3	30% Peer Review	Lump Sum	$41,011.40		**$41,011.40**
11.2.4	60% Peer Review	Lump Sum	$40,495.47		**$40,495.47**
11.2.5	90% Peer Review	Lump Sum	$52,700.29		**$52,700.29**
11.2.6	100% Peer Review	Lump Sum	$6,822.80		**$6,822.80**
11.3	Design Comment Review Workshops	**Lump Sum**	$11,368.56		**$11,368.56**
	Expenses				$5,669.70
				Grand Total	**$197,802.17**

Attachments

Attachment A – Peer Review Services

Attachment B – Detailed Fee Breakdown

Attachment C – Updated Schedule of Values

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

City of Cocoa

By_____

Title _____

Date_____

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

Orange County Utilities

By_____

Title _____

Date_____

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

Toho Water Authority

By_____

Title _____

Date_____

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

Orlando Utility Commission

By_____

Title _____

Date_____

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

East Central Florida Services

By_____

Title _____

Date_____

Acceptance

This Amendment shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for HDR Engineering, Inc.
By _____	By Jeffrey B. Arms /Jeffrey B. Arms
Title _____	Title Vice President
Date _____	Date 4/16/2026

Attachment A – Peer Review Services

ATTACHMENT A

Peer Review Services

Fees

The parties recognize that the nature of the services during a Peer Review cannot be foreseen precisely. The parties shall cooperate to expedite and complete the Peer Review within the scope of Basic Services, if possible, consistent with this Agreement and good professional judgment and practice. If it is necessary to adjust the scope of the Peer Reviewer' or Design Engineer's services as the Peer Review progresses, then the compensation for services shall be adjusted based on this Agreement's provisions regarding compensation for Additional Services.

Principal Duties

A. Peer Reviewer shall provide a Peer Review of the design in accordance with the specific scope and purpose and at the specific stages outlined in the Task Order. Peer Reviewer's general responsibilities shall include the following:

1. Select a Team Leader to preside at meetings of the Peer Reviewer and carry out the duties of Team Leader set forth in this Agreement. When there is only one Peer Reviewer, that Peer Reviewer shall perform the functions of the Team Leader.

2. Meet with Design Engineer to become familiar with:

   a. the Project program, scope, and constraints;

   b. Design Engineer's assumptions regarding technical and statutory and regulatory requirements;

   c. approaches considered by Design Engineer;

   d. standards referenced;

   e. computer programs used;

   f. problems encountered;

   g. special solutions accomplished;

   h. additional analyses that were made that are not reflected in the Review Documents; and

   i. other matters of importance related to that part of the design to be included in the Peer Review.

3. If necessary, meet separately with individual employees of Design Engineer to confirm Peer Reviewer's understanding of the design process and the design documents and discuss any issues of interest.

B. At each specific stage at which a Peer Review is conducted, Peer Reviewer shall:

1. Review the Review Documents for compliance with the Project program and purpose as well as with accepted standards of professional and technical practices. Such review is to be for objective acceptability, and not for Peer Reviewer's personal preferences.

2. Discuss findings with Design Engineer and attempt to reach agreement on all points where Peer Reviewer recommend that the design be revised, including acceptable modifications to Peer Reviewer's own recommendations as appropriate in order to obtain acceptance by Design Engineer.

3. Recommend to Owner that its Project program be modified as appropriate to accommodate revisions agreed upon by Peer Reviewer and Design Engineer for the improvement of the Project.

4. Prepare and present a written Report of the Peer Reviewer's findings and recommendations to Owner and Design Engineer when review of the Review Documents is complete, explanation of Peer Reviewer's recommendations to Design Engineer is accomplished, and the appropriateness of revisions to the design has been agreed upon to the extent possible by Peer Reviewer and Design Engineer.

5. Cooperate with Owner and Design Engineer in determining the necessary steps to take to resolve any conflicting technical opinions between Design Engineer and Peer Reviewer, endeavoring at all times to accomplish the necessary revisions so as to minimize the Peer Review's cost and disruption of the Project's progress.

6. Inform Owner of the progress of the Peer Review, the points of agreement, the points of disagreement, the alternatives available, and the effects of each alternative.

C. In performing their tasks and functions, Peer Reviewer shall:

1. When practical, maintain confidentiality of source with respect to any information gained from separate meetings with individual employees.

2. Limit activities and analysis to those areas or parts of the Project reasonably necessary for the accomplishment of the Peer Review. Peer Reviewer shall have no responsibility to review components, elements, or aspects of the Project not covered by the scope of services.

3. Not tortiously interfere with Design Engineer's contract or business relationship with Owner.

4. In communications with the Owner, limit analysis and comments to technical issues and the content of the Review Documents, and avoid criticism or disparagement of Owner's or Design Engineer's business procedures and decisions, project management, or aesthetic choices.

5. Provide the Peer Review services as necessary for the improvement of the design, not insisting on changes that are merely personal preference, and making no misleading representations thereafter as to the value of these services or of the recommendations resulting therefrom.

Professional Responsibility of Design Engineer and Peer Reviewer

A. Standard of Care: The standard of care for all professional and related services performed or furnished by Design Engineer and Peer Reviewer under this Agreement will be the care and skill

ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Design Engineer and Peer Reviewer make no warranties, express or implied, under this Agreement or otherwise, in connection with any services that they perform or furnish.

B. Design Engineer and Peer Reviewer shall endeavor to reach agreement on recommended revisions to the Review Documents. If such agreement is reached, Design Engineer shall incorporate the revisions, in an original or revised form, into its design documents and thereafter continue to take full professional responsibility for the design documents as the Designer of Record; Design Engineer shall likewise continue to take full professional responsibility for the provisions of its documents that were not considered by the Peer Review or that were considered but not revised. The Peer Reviewer shall not revise Design Engineer's documents.

C. Peer Reviewer shall not become the Designer of Record for any portion of the Project. Peer Reviewer shall cooperate with Design Engineer to reach agreement, if possible, on mutually acceptable revisions to the Review Documents.

D. Owner shall cooperate with Design Engineer and Peer Reviewer to the extent consistent with the purposes of the Project to aid in mutual acceptance by Design Engineer and Peer Reviewer of recommendations, including consideration of reasonable modifications to the Project.

E. In the event that there appear to be irreconcilable differences of opinion between Design Engineer and Peer Reviewer regarding a Peer Review recommendation, Owner and Design Engineer may agree that Design Engineer will proceed with the design without accepting the Peer Review recommendation in question, taking full professional responsibility for the design. In the alternative, Owner may choose to retain independent expert advisor(s) to examine matters still at issue and make recommendations to Owner and Design Engineer for resolution. If Design Engineer accepts the expert recommendations (whether they are in accordance with original Peer Reviewer's recommendations or not), Design Engineer shall incorporate the recommendations into the design documents and take full professional responsibility for the design. If Design Engineer does not accept the recommendations of Peer Reviewer and the expert(s), Owner may either (1) allow Design Engineer to proceed without accepting the recommendations, or (2) make arrangements consistent with applicable legal, contractual, and ethical requirements for a new design professional to prepare design documents for the components or part of the Project in question. Design Engineer and the new design professional shall cooperate to the fullest extent so that Owner will receive the benefit of the portion of the original design that is not in dispute or has been revised in an acceptable way based on the Peer Review. Final design documents shall make clear the separate and distinct professional responsibility of Design Engineer and the new design professional.

Mutual Waiver of Claims Between Peer Reviewer and Design Engineer

A. The services to be provided under this Agreement are for the benefit of Owner, and not for the benefit of Design Engineer or any other peer reviewer.

B. Owner and Design Engineer hereby waive any and all claims against Peer Reviewer based on the Peer Reviewer's performance of services under this Agreement, including but not limited to claims based on Peer Reviewer's analysis, findings, recommendations, or Report concerning Design Engineer's design.

C. Each Peer Reviewer hereby waives any and all claims against Design Engineer based on Design Engineer's performance of services under this Agreement.

Mutual Waiver of Consequential Damages

A. To the fullest extent permitted by law, Owner, Engineer, and Peer Reviewer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Attachment B – Detailed Fee Breakdown

Attachment B
Taylor Creek Reservoir/St. Johns River Water Supply
Permitting Project Task Order No 24-3
Detailed Fee Breakdown
AMENDMENT 3

Sub-Task	Description	Project Principal	Senior Reviewer/ Consultant	Senior Reviewer/ Consultant	Senior Engineer/ Consultant II	Senior Engineer/ Consultant I	Senior Reviewer/ Consultant	Senior Engineer/ Consultant I	Project Controls Specialist	Administrative	Hours	L	Labor	Total
	assignment	Brenda van Ravenswaay	David Moore	Garrett Harris	Jared Deible	Ryan Johnson	Andrew Judd	Jamie Zimmermann	Kristi Benedetto	Wendy Bryam				
	Hourly Rate	$ 309.47	$ 309.47	$ 309.47	$ 284.63	$ 258.75	$ 309.47	$ 258.75	$ 155.25	$ 108.68				
TASK 11 TCR L73 Improvement Peer Review													$ -	
11.1	Water Supplier Coordination and Updates	24						48	30		102		$ 24,504.78	$ 24,504.78
11.2	TCR L-73 Dam Improvement Peer Review												$ -	$ -
11.2.1	Kickoff and Design charette meeting	4	4	4	4	4	4	4		8	36		$ 9,029.47	$ 9,029.47
11.2.2	Discharge and intake structure coordination	8	2			10		2			22		$ 6,199.70	$ 6,199.70
11.2.3	30% Peer Review	2	12	36	36	26	26	2			140		$ 41,011.40	$ 41,011.40
11.2.4	60% Peer Review	2	16	32	32	22	30	2		4	140		$ 40,495.47	$ 40,495.47
11.2.5	90% Peer Review	6	6	40	40	40	40	8		4	184		$ 52,700.29	$ 52,700.29
11.2.6	100% Peer Review		8		8	8					24		$ 6,822.80	$ 6,822.80
11.3	Design Comment Review Workshops	8		8	8	8		8			40		$ 11,368.56	$ 11,368.56
	Task 11 Subtotal	**54**	**48**	**120**	**128**	**118**	**100**	**74**	**30**	**16**	**688**		**$ 192,132.47**	**$ 192,132.47**
	TASK ORDER TOTAL	**54**	**48**	**120**	**128**	**118**	**100**	**74**	**30**	**16**	**688**		**$ 192,132.47**	**$ 192,132.47**
	EXPENSES													**$ 5,669.70**
	GRAND TOTAL													**$ 197,802.17**

Attachment C – Updated Schedule of Values

Schedule of Values

Task Number	Task	Contract Total	Amendment 3 - Peer Review	Revised Total
1	Project Management and Water Supplier Coordination	$819,054.00		$819,054.00
2	Consumptive Use Permitting and Joint Use Protocol	$432,594.00		$432,594.00
3	CUP Request for Additional Information and Supplemental Analysis	$129,408.00		$129,408.00
4	Water Quality	$173,900.00		$173,900.00
5	Preliminary Design Report	$578,785.00		$578,785.00
6	SJR Intake, Pump Station and Raw Water Transmission - 30% Design	$314,978.00		$314,978.00
7	Environmental Permitting	$327,766.00		$327,766.00
8	Property Rights Acquisition	$60,580.00		$60,580.00
9	Public Outreach	$51,928.00		$51,928.00
9A	Public Outreach Implementation (T&M)	$181,500.00		$181,500.00
10	Allowance*	$1,422,754.33	-$197,802.17	$1,224,952.16
	Expenses	$106,050.00	$5,669.70	$111,719.70
11	L-73 Dam Improvement Peer Review		$192,132.47	$192,132.47
	Total	**$4,599,297.33**	**$0.00**	**$4,599,297.33**

*This contingency amount is based on the Transfer of remaining $85,180.33 from TO #1.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Technical Consulting Permitting Services for the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Projects	2024-02
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/19/24 City Bid Number: RFQ-18-18-COC AMOUNT: $ 177,844.00

Vendor Name: HDR Engineering, Inc Quote/Proposal Number:

Dept. Number/Division Name: Utilities

Project Name: TCR/SJR Water Supply Permitting Project Project Number: TCR001

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

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The scope of work defined is for the consultant to perform a Peer Review of the TCR L-73 Dam Improvements and will include Water Supplier Coordination and Updates.

The City of Cocoa will fund $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreement with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), of which the balance of the funds required will be provided.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A

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

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.03.19 16:02:12 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.03.19 16:02:32 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-02

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2024.03.20 15:21:32 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

TCR/SJR Permitting Services	2025-03
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/24/24 City Bid Number: RFQ-18-18-COC AMOUNT: $ 4,514,117.00

Vendor Name: HDR Engineering, Inc Quote/Proposal Number: TO 2024-05

Dept. Number/Division Name: Utilities

Project Name: TCR/SJR Permitting Services Project Number:

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

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

A Multi-Year Task Order up to the maximum of $4,514,117, which includes contingency/allowances as outlined in the requested task concurrent with Suppliers approval and to receive funding, in any increment, from the water suppliers. The City of cocoa will fund its total Pro Rata Share of $270,847.
Task1 - Project Management and water Supplier Coordination
Task2 - Consumptive Use Permitting and Joint Use Protocol
Task3 - CUP Request for Additional Information and Supplemental Analysis
Task4 - Water Quality
Task5 - Preliminary Design Report
Task6 - SJR Intake, Pump Station and Raw Water Transmission - 30% Design
Task7 - Environmental Permitting
Task8 - Property Rights Acquisition
Task9 - Public Outreach
Task10 - Other Allowances

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A

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

Kimberley Ross Digitally signed by Kimberley Ross Date: 2024.09.24 11:54:59 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.09.24 13:38:10 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Task Order 2024-3

Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project

AMENDMENT 1

August 5, 2025

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Introduction

The City of Cocoa, Orange County Utilities (OCU), Orlando Utilities Commission (OUC), Toho Water Authority and East Central Florida Services (ECFS) [collectively known as the "Water Suppliers"] are working cooperatively to develop the planned Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Project in Central Florida.

Development of the TCR/SJR Water Supply Project will consist of four phases. Phase 1 consists of acquiring the necessary permits and regulatory approvals. HDR Engineering, Inc. and its subconsultants, (collectively known as the CONSULTANT) were the selected permitting consultant for Phase 1 and are responsible for supporting the Water Suppliers in obtaining a consumptive use permit (CUP) and other state and federal permits. HDR was awarded Task Order 3 that included Task 9 to develop a Public Outreach Strategy. The Water Suppliers have approved the strategy document and have requested that the CONSULTANT develop an amendment to implement the strategy document approach which is presented herein as a request to utilize the approved contingency in Task Order 3.

Scope of Services

This Amendment adds Public Outreach Services to the contract to prepare and support the Water Suppliers throughout the remainder of Task Order 3 (Phase 1).

Task 5.3 – Phase 4 Project Definition Workshop

This task is being removed from the scope.

Task 9 – Public Outreach Strategy Implementation

Task 9.2. Public Outreach Implementation

The scope of this lump sum task is being shifted into Task 9.A as a Time & Materials Task.

Task 9.A Public Outreach Implementation (Time & Materials)

Public Outreach will be implemented based on the activities and schedule developed under the Water Supplier approved Communication Outreach Plan (Task 9.1.4). The CONSULTANT will support public outreach implementation for the following elements.

Task 9.A.1 Stakeholder Database Development

CONSULTANT shall develop an Excel spreadsheet database with stakeholders contact information.

Assumptions

- The database will be initially populated with the stakeholders identified in the Communication Outreach plan.

Task 9.A.2 Stakeholder Database Management

CONSULTANT shall update the spreadsheet monthly with engagement activities and new stakeholders' contact information for 2.5 years.

Assumptions

- Updates do not exceed 8 hours per month.

Task 9.A.3 Development of Outreach Materials

CONSULTANT will develop a Media Tracking Document in Excel, Project One Pager, Elected Officials Briefing Sheet, Talking Points, Glossary Document and FAQs for the use by the Water Suppliers.

Assumptions

- Media tracking document will be updated as needed for 2.5 years; not to exceed 4 hours a month.
- All deliverables will be created in English.
- All deliverables will be shared electronically, TCA partners will be responsible for printing.
- Briefing sheet, talking points and FAQ's will not exceed 2 pages each.
- All deliverables will receive 1 round of review from TCA partners.

Task 9.A.4 Brand Guidelines and Visual Assets

CONSULTANT shall update the project Brand Guidelines as needed and develop templates and visual assets needed by the Water Suppliers for distributing information to the stakeholders and the public.

Assumptions

- Brand Guidelines will be updated as needed for 2.5 years; not to exceed 4 hours a month
- Up to 4 templates will be created.
- Up to 4 visual assets will be created and may include; infographic, charts, illustration.

Task 9.A.5 Media Releases

CONSULTANT shall prepare 2 media announcements at the direction and approval of the Water Suppliers.

Assumptions

- There will be no more than 2 media releases per year, for 2.5 years.

- Water suppliers will be responsible for distributing releases.
- Media releases will be created in English.

Task 9.A.6 Micro-Website Page Development

CONSULTANT shall create a user-friendly, device-responsive, accessible website to share information and educate stakeholders and communities. The micro-site will provide key information, FAQs, visual assets, and contact details for the TCA partners. The CONSULTANT anticipates the micro-site will consist of up to six web pages (a home page with up to five sub pages) and will be designed using the existing project branding developed by the CONSULTANT.

The website planning, design, and development process:

1. Website Planning Workshop: The CONSULTANT will conduct a two-hour website planning meeting with the team to identify desired content and functionality.
2. Website mockup, in-site graphics development, and content development: The CONSULTANT will create a design mockup with recommended content for review, and up to three in-site infographics (for example, a schedule graphic, a project process graphic, and a project location map).
3. Staging website development: The CONSULTANT will develop a staging version of the website for review.
4. Website launch: The CONSULTANT will coordinate with TCA Partners to repoint the domain at the final website for launch.

Deliverables

- One facilitated two-hour virtual Website Planning workshop with up to three CONSULTANT staff.
- One draft and one final design mockups, with content and in-site graphics included, delivered as a Figma (website prototyping software) link.
- One staging website link, delivered in the Pastel website review system for easy commenting.
- Final website ready for launch, hosted on the CONSULTANT's web server.

Assumptions

- Website design and content writing
    - The CONSULTANT will produce one (1) website design concept for TCA Partner reviews, based on brand guidelines.
    - The CONSULTANT assumes that each of the review periods will not exceed

two weeks for the website mockup and staging website.

- The CONSULTANT assumes that all edits will be submitted in a consolidated manner, and that there will be no more than three rounds of edits on the website mockup, and no more than one round of edits on the staging site.
- The CONSULTANT assumes that any project imagery will be supplied by TCA Partners. Purchasing of licensed stock images/videos or retention of a photographer are not included in this scope of work and would require additional costs not covered in this contract.

- Website development and launch
  - The website will be developed with HTML, CSS, and JavaScript, and will be hardcoded, and will not be developed as a content management system (CMS). Website changes and updates will be managed and launched by CONSULTANT developers. The website files and databases will be hosted on the CONSULTANT's VPS through Veerotech Systems, LLC. Website files for the duration of the website's live-time.
  - The Client will work with the CONSULTANT to point, forward, or mask domain(s) they own to the CONSULTANT's VPS.
  - If the client requests a migration of the website to another server, a contract amendment will be required if not initially accounted for the scope and budget. Content will be updated as needed, and no more than two times a month by the CONSULTANT.
  - The site will be used for information sharing, only basic interactive components like image sliders, tabs, and accordions will be included. Project-specific email inboxes and web surveys are not included.
  - The CONSULTANT aims to achieve WCAG 2.1 Level AA for the website code, using the Siteimprove Accessibility Checker to identify and mitigate critical errors, where feasible. Instances where accessibility issues may not be feasible to mitigate include embedded third-party content (i.e., Esri or Google Maps, forms and surveys, and embedded video services, etc.), links to documents or media not created by the CONSULTANT, and client brand requirements that do not achieve contrast minimums.
  - TCA Partners will provide SSL certificate information as required if the default certificate provided by the web host is not sufficient.

- Content will be updated as needed.

Task 9.A.7 Micro-Website Page Management

CONSULTANT shall provide content updates on the microsite for 2.5 years from NTP, updating information, media releases, and project information as needed.

Content updates include: Modifications to content (text or graphic) on existing pages, new

content (text or graphics) on existing pages, additions to content feeds (for example, news items, event items, announcements, etc.), minor website navigation changes (for example: renamed pages or re-ordered pages).

Effort shall include not more than two hours per month for maintenance and updates for 2.5-years.

Assumptions:

- HDR will, within reason, respond to critical issues within 12-36 hours, depending on the agreed-upon urgency of the error and the level of effort required to mitigate the error.
    - Critical issues are defined as issues that disrupt user access to the website or project-critical content within the website. Critical issues may also relate to content errors that impact compliance and/or accuracy.
- HDR will, within reason, respond to non-critical issues within 1-5 days, depending on the agreed-upon urgency of the error and the level of effort required to mitigate the error.
    - Non-critical issues are defined as issues related to changes requested based on design or layout preference, design inconsistencies that do not impact user access to content, functionality issues that do not impact user access to critical content, and non-urgent content updates or content changes based on preference rather than compliance or accuracy.

Task 9.A.8 Internal Resources Page Development & Management

CONSULTANT shall oversee the existing Sharepoint page by updating with latest public documents, media request documents, stakeholders information, and information developed for Water Suppliers.

Assumptions

- Effort shall include no more than four (4) hours per month for maintenance and updates for 2.5-years.

Schedule

This Task Order is estimated to be completed within 30 months from receipt of notice to proceed. Schedule will be dependent on timely reviews, meetings and information obtained from Water Suppliers and regulatory agencies.

Compensation

Compensation for the services authorized under this amendment to Task Order 3 will be provided using the time and materials compensation method stated below as described in the TECHNICAL

CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES between HDR and the City of Cocoa dated January 13, 2019, with a fee of **$139,132** Detailed fee description for amendment in Attachment A.

Task No	Task Name	Compensation Method	Labor	Sub-Consultant	Total
5.3	Phase 4 Definition Workshop	**CREDIT**	-45,868		-45,868
9.2	Public Outreach Strategy Implementation	Lump Sum	-	-	-
9.A	Public Outreach Strategy Implementation	Time & Materials	$176,500	$5,000	$181,500
	Subtotal				**$135,632**
	Expenses				**$3,500**
				Grand Total	**$139,132**

Levels of effort for tasks identified for time and materials compensation method are estimates based on the information available at the time of task order development assuming work begins by September 15, 2025. As the tasks are better defined, actual levels of effort required and associated fees might differ and will require coordination between the CONSULTANT and the City of Cocoa. Attachment B contains an updated schedule of values incorporating this amendment and adjustment to allowance that will be utilized in future invoices.

Attachments

Attachment A – Detailed Fee Breakdown

Attachment B – Updated Schedule of Values

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

City of Cocoa

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.10.03 12:34:32 -04'00'

Title Utilities Director

Orlando Utility Commission

Bradley Jewell Digitally signed by Bradley Jewell Date: 2025.10.06 08:34:20 -04'00'

Title Director - Water Production

Orange County Utilities

Ed Torres, M.S., P.E., LEED AP Digitally signed by Ed Torres, M.S., P.E., LEED AP Date: 2025.10.22 13:23:14 -04'00'

Title OCU Director

Toho Water Authority

Matthew Doan, PE Digitally signed by Matthew Doan, PE Date: 2025.10.22 13:36:06 -04'00'

Title Chief Infrastructure Officer

East Central Florida Services

Title Presidnet

Acceptance

This Amendment shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By

Title CITY MANAGER

Date 11/6/2025

Accepted for HDR Engineering, Inc.

By /Jeffrey B. Arms

Title Vice President

Date 11/03/2025

Attachment A – Detailed Fee Breakdown

#	Description	Project Principal/QC	Project Engineer/Consultant I	Project Engineer/Consultant III	Senior Engineer/Consultant II	Sr. Communications Spec.	Website/Graphics Des.	Senior Designer	Web Developer/Graphics Des. Sr	CADD	Project Manager	Hours	Raw Labor	Subs	Total Labor
	Hourly Rate	$ 299	$ 175	$ 225	$ 275	$ 165	$ 140	$ 185	$ 170	$ 130	$ 250				
TASK 5 PRELIMINARY DESIGN REPORT (PDR)															
5.3	Phase 4 Project Definition Workshop	-72	-24	-44			-18	-8	-8	-30	-4	(208)	$ (13,598.62)		$ (45,868)
	TASK 5 SUBTOTAL	**-72**	**-24**	**-44**	**0**	**0**	**-18**	**-8**	**-8**	**-30**	**-4**	**(208)**	**$ (13,598.62)**	**$ -**	**$ (45,868)**
TASK 9.A PUBLIC OUTREACH IMPLEMENTATION (T&M)															
9.A.1	Stake Holder Database Development	2			2		24				8	36	$ 1,880.82		$ 6,508
9.A.2	Stake Holder Database Population and Management						240				8	248	$ 8,438.96		$ 35,600
9.A.3	Development of Media Tracking Document, One Pager, Elected Officials Briefing Sheet, Talking Points, Glossary Document and FAQs.	16			26	40	120				20	222	$ 12,603.74	$5,000.00	$ 45,334
9.A.4	Brand Guidelines and Visual Assets	2			2	120	14				6	144	$ 7,458.88		$ 24,408
9.A.5	Media Releases	6			12		24				6	48	$ 3,400.14		$ 9,954
9.A.6	Micro-Website page Development	2			6	24	28		80		6	146	$ 7,990.64		$ 25,320
9.A.7	Micro-Website page Management (2.5 years)					10	60		8		8	86	$ 3,503.42		$ 13,476
9.A.8	Internal Resources Page Development & Management (2.5Years)				4		120				12	136	$ 5,180.24		$ 20,900
												-	$ -		$ -
	TASK 9 SUBTOTAL	**28**	**0**	**0**	**52**	**194**	**630**	**0**	**88**		**74**	**1,066**	**$ 50,456.84**	**$5,000.00**	**$ 181,500**
													$ -		$ -
TASK 10 OTHER ALLOWANCES												0	$ -		$ -
	TASK 10 SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**	**-**	**$ -**	**$ -**	**$ -**
TASK ORDER TOTAL		-44	-24	-44	52	194	612	-8	80	-30	70	**858**	**$ 36,858.22**	**$5,000.00**	**$ 135,632**
EXPENSES															$ 3,500
GRAND TOTAL															**$ 139,132**

Attachment B – Updated Schedule of Values

Schedule of Values

Task Number	Task	Contract Total	Amendment 1 Total	Revised Total
1	Project Management and Water Supplier Coordination	$819,054.00		$819,054.00
2	Consumptive Use Permitting and Joint Use Protocol	$432,594.00		$432,594.00
3	CUP Request for Additional Information and Supplemental Analysis	$129,408.00		$129,408.00
4	Water Quality	$152,106.00		$152,106.00
5	Preliminary Design Report	$624,653.00	-$45,868.00	$578,785.00
6	SJR Intake, Pump Station and Raw Water Transmission - 30% Design	$314,978.00		$314,978.00
7	Environmental Permitting	$327,766.00		$327,766.00
8	Property Rights Acquisition	$60,580.00		$60,580.00
9	Public Outreach	$51,928.00		$51,928.00
9A	Public Outreach Implementation (T&M)	$0.00	$181,500.00	$181,500.00
10	Allowance	$1,500,000.00	-$139,132.00	$1,360,868.00
	Expenses	$101,050.00	$3,500.00	$104,550.00
	Total	**$4,514,117.00**	**$0.00**	**$4,514,117.00**

City of Cocoa

Task Order 2024-3

Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project

AMENDMENT 2

December 11, 2025

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Introduction

The City of Cocoa, Orange County Utilities (OCU), Orlando Utilities Commission (OUC), Toho Water Authority and East Central Florida Services (ECFS) [collectively known as the "Water Suppliers"] are working cooperatively to develop the planned Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Project in Central Florida.

Development of the TCR/SJR Water Supply Project will consist of four phases. Phase 1 consists of acquiring the necessary permits and regulatory approvals. HDR Engineering, Inc. and its subconsultants, (collectively known as the CONSULTANT) were the selected permitting consultant for Phase 1 and are responsible for supporting the Water Suppliers in obtaining a consumptive use permit (CUP) and other state and federal permits. HDR was awarded Task Order 3 that included Task 4 to compile and analyze water quality data from the SJR and the TCR to support the yield analysis. The Water Suppliers have approved the sampling plan and have requested that the CONSULTANT develop an amendment to implement the plan which is presented herein as a request to utilize the approved contingency in Task Order 3.

Scope of Services

This Amendment adds Water Quality Sampling Services to the contract to prepare and support the Water Suppliers throughout the remainder of Task Order 3 (Phase 1).

Task 4 – Water Quality

Task 4.4 Water Quality Sampling

Additional water quality samples for the TCR/SJR will be collected at three locations, the Taylor Creek Reservoir outlet, and two locations along State Road 520 near the proposed intake location. Samples at these three locations will be collected quarterly over a 1 year period (total of 4 samples at each location). The SJR and TCR will be sampled for the following parameters: Total Nitrogen (speciation), Total Phosphorous (speciation), Fluoride, Sodium, Chloride, Conductivity, Total Dissolved Solids, and Bromide.

CONSULTANT will compile the data each quarter and provide a brief summary memo to the Water Suppliers. After the final samples are collected, CONSULTANT will present the data at a project status meeting.

Assumptions

- City of Cocoa will provide a clear path and escort the sampling team to the TCR sampling location.
- CONSULTANT and Sampling Team will provide Water Suppliers at least 7-days notice before the sampling event.

Deliverables

- Four sampling summary memorandums in PDF format.

Schedule

No change to schedule due to this scope modification.

Compensation

Compensation for the services authorized under this amendment to Task Order 3 will be provided using the Lump Sum stated below as described in the TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES between HDR and the City of Cocoa dated January 13, 2019 with a fee of $23,294.00. Detailed fee description for amendment in Attachment A.

Task No	Task Name	Compensation Method	Labor	Sub-Consultant	Total
4.4	Water Quality Sampling	Lump Sum	$19,194	$2,600	21,794
				Subtotal	$21,794
				Expenses	$1,500
				Grand Total	**$23,294**

Attachment B contains an updated schedule of values incorporating this amendment and adjustment to allowance that will be utilized in future invoices.

Attachments

Attachment A – Detailed Fee Breakdown

Attachment B – Updated Schedule of Values

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

City of Cocoa

By_____

Title ____Utilities Director_____

Date_____1/27/2026_____

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

Orange County Utilities

By Kerry Kates, P.E.

Title Deputy Director

Date 12/30/25

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

Toho Water Authority

By Todd Swingle (Jan 8, 2026 10:24:19 EST)

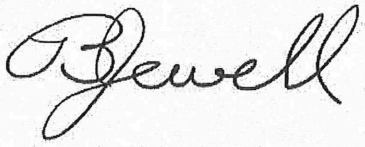
Title Todd P. Swingle, CEO/Executive Director

Date 01/08/2026

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

Orlando Utility Commission

By 

Digitally signed by Bradley Jewell
Date: 2026.01.06 08:18:39 -05'00'

Title

Date

Water Suppliers Approval

The following Water Suppliers reviewed and support this use of the Allowance.

East Central Florida Services

By _____
Clint Richardson (Jan 22, 2026 11:44:54 MST)

Title President

Date 01/22/26

Acceptance

This Amendment shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for HDR Engineering, Inc.
By _____	By _____
	Jeffrey B. Arms
Title City Manager	Title Vice President
Date 2/4/2026	Date 01/07/2026

Attachment A – Detailed Fee Breakdown

	Description	Project Principal/QC	Environmental Scientist SR	Environmental Scientist JR	Project Manager	Hours	Raw Labor	Subs	Total Labor
	Hourly Rate	$ 299	$ 175	$ 125	$ 250				
TASK 4 Water Quality									
4.4	Water Quality Sampling					-			
	Field Work	4	48	32	4	88	4,280		$ 14,596
	Laboratory			8	4	12	588	$ 2,600.00	$ 4,600
	Office Work	2		8	4	14	936		$ 2,598
	TASK 4 SUBTOTAL	**6**	**48**	**48**	**12**	**113**	**5,804**	**$ 2,600.00**	**$ 21,794**
EXPENSES									$ 1,500
AMENDMENT GRAND TOTAL									**$ 23,294**

Attachment B – Updated Schedule of Values

Schedule of Values

Task Number	Task	Contract Total	Amendment 2 - Sampling	Revised Total
1	Project Management and Water Supplier Coordination	$819,054.00		$819,054.00
2	Consumptive Use Permitting and Joint Use Protocol	$432,594.00		$432,594.00
3	CUP Request for Additional Information and Supplemental Analysis	$129,408.00		$129,408.00
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6	SJR Intake, Pump Station and Raw Water Transmission - 30% Design	$314,978.00		$314,978.00
7	Environmental Permitting	$327,766.00		$327,766.00
8	Property Rights Acquisition	$60,580.00		$60,580.00
9	Public Outreach	$51,928.00		$51,928.00
9A	Public Outreach Implementation (T&M)	$181,500.00		$181,500.00
10	Allowance	$1,360,868.00	-$23,294.00	$1,337,574.00
	Expenses	$104,550.00	$1,500.00	$106,050.00
	Total	**$4,514,117.00**	**$0.00**	**$4,514,117.00**

Approved by Council on 10/10/2018
Item #18-463
Expires upon: Completion scope or
02/12/2029 (Section 24) 10 Years

TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES

THIS AGREEMENT is made and entered into this 13th day of February 2019, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "**City**", located at 65 Stone Street, Cocoa, Florida 32922, and **HDR ENGINEERING, INC.,** a Foreign profit corporation, authorized to conduct business in the State of Florida, hereinafter referred to as the "**Consultant**," whose address is 315 E. Robinson Street, Suite 4000, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the City of Cocoa, along with Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, East Central Florida Services, Inc., and Farmland Reserve, Inc. ("hereinafter referred to as the "Project Parties"), are currently pursuing the Taylor Creek Reservoir/St. Johns River Water Supply Project pursuant to a series of TCR/SJR Project Agreements, effective November 1, 2017, including, but not limited to, the Permitting Agreement; and

WHEREAS, on behalf of the Project Parties, the City of Cocoa serves as the Project Administrator under the Permitting Agreement; and

WHEREAS, in its capacity as Project Administrator under the Permitting Agreement, the City of Cocoa is required to contract with a technical consultant selected by the Procurement Committee to implement the Scope of Work described and set forth in the Permitting Agreement, and in addition, as Project Administrator, the City of Cocoa shall administer the contract with the technical consultant; and

WHEREAS, pursuant to the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes,* the Procurement Committee has selected the Consultant to serve as a technical consultant under the Permitting Agreement for purposes of accomplishing the Scope of Work required by the technical consultant as specifically identified in the Permitting Agreement and under the direction of the Project Administrator; and

WHEREAS, Consultant desires to perform the Scope of Work assigned by the Project Administrator in accordance with the terms and conditions stated in this Agreement; and

WHEREAS, Consultant acknowledges and agrees that the work performed under this Agreement by the Consultant is being performed for the benefit of the Project Parties and in furtherance of the TCR/SJR Project as more specifically defined in Section 1.33 of the Permitting Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS; GENERAL ENGAGEMENT.

1.1 Term; Termination for Convenience. It is the intent of the City and Consultant that the term of this Agreement shall remain in effect until the City's role as Project Administrator under the Permitting Agreement has been completed. Notwithstanding, the City shall have the right to terminate this Agreement for convenience, without penalty, by providing Consultant thirty (30) days written notice. Consultant shall have the right to terminate this Agreement for convenience, without penalty, by providing the City within at least one hundred eighty (180) days written notice. The City shall also have the right to terminate this Agreement upon default pursuant to paragraph 16.0 herein. Upon either party providing a notice of termination to the other party, Consultant agrees to fully cooperate with the City to provide an orderly and professional transition, to one or more different consultants designated by the City, regarding all work performed and being undertaken by the Consultant under this Agreement at the time such notice is provided. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for services properly performed prior to and up to the effective date of termination. Upon the effective date of termination, the Parties shall no longer have any rights and privileges associated with this Agreement, with the exception that any claims that the City may have under this Agreement, whether invoked prior to or after termination of this Agreement, shall survive the termination of this Agreement.

1.2 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting Services set forth hereunder. This Agreement shall also include the terms and conditions of any Task Order approved by the City and accepted by Consultant pursuant to the procedure set forth in paragraph 2.0, and upon said approval and acceptance, the Task Order shall be deemed incorporated herein by this reference.

b. "City" or "Project Administrator" shall be used interchangeably and mean the city of Cocoa.

c. "Consultant" shall mean HDR Engineering, Inc., a Foreign profit corporation, and its principals, employees, resident project representatives (and assistants), and subconsultants performing services required by this Agreement.

d. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

e. "Permitting Agreement" shall mean the TCR/SJR Project Permitting Agreement entered into by the TCR/SJR Project Parties, which is attached as **EXHIBIT "B"** to this Agreement, and any amendments thereto.

f. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

g. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and subconsultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees, in writing, to reimburse.

h. "Subconsultant" shall mean any subconsultant, independent contractor, agent or associate retained by Consultant to perform any of the Services required under this Agreement.

i. "Work" or "Services" shall be used interchangeably and shall include the performance of any portion of the Scope of Work, as specified in Section 1.26 of the Permitting Agreement, and assigned by Task Order hereunder to the Consultant by the City in its capacity as Project Administrator under the Permitting Agreement.

j. "Project Parties" shall mean City of Cocoa, a Florida municipal corporation, Orange County, a charter county and political subdivision of the State of Florida, Orlando Utilities Commission, a statutory commission created within the government of the City of Orlando created by special act of the Florida Legislature, Tohopekaliga Water Authority, a special district created by the Florida Legislature, East Central Florida Services, Inc., a Florida corporation, and Farmland Reserve, Inc., a Utah non-profit corporation.

k. "TCR/SJR Project" shall have the same meaning ascribed to said term in Section 1.33 of the Permitting Agreement.

l. "TCR/SJR Project Documents" shall mean those certain agreements that have been entered into by some of the Project Parties in connection with the TCR/SJR Project as described in Section 3 of the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement , effective November 1, 2017.

m. "Task Order" shall mean a written document approved by the City and Consultant pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.3 Engagement. The City hereby engages the Consultant and Consultant agrees to

perform the Services outlined in this Agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 SCOPE OF SERVICES; TASK ORDERS

2.1 The City shall make request of the Consultant to perform Services on a "task" basis. The City will communicate with the Consultant, verbally or in writing, a general description of the task to be performed. If a site visit by the Consultant is needed to generate the scope of document, the Consultant shall request approval prior to visiting the site. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **EXHIBIT "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The City will review the Task Proposal with the Project Parties, and if the description, cost and other details of the Task Proposal are deemed by the Project Parties to be in their best interests, the City and Consultant will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Consultant through a Task Order may include any permitting services contemplated to be performed by the technical consultant for the SJR/TCR Project under the Permitting Agreement. Each Task Order shall at a minimum include: a detailed description of the Services to be performed; the documents, deliverables and other items to be prepared by Consultant and delivered to the City; a detailed schedule of completion for performance and completion of the Services authorized by Task Order; and the amount and method of compensation. Task Orders issued hereunder shall be executed by authorized representatives of the parties, dated and serially numbered. A Task Order may contain additional instructions or provisions specific to the authorized Services for the purpose of expanding upon certain aspects of this Agreement pertinent to such Services to be undertaken pursuant thereto. Such supplemental instructions or provisions shall be applicable only to the Services which are the subject of the Task Order and shall not be construed as a modification of this Agreement or any other Task Order.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order. All Services shall be performed in accordance with the terms and conditions of this Agreement, any applicable Addenda, applicable laws, permits and other governmental authorizations, and good professional and industry practice for similar services provided on similar projects of like size and nature at the same time., and in the event of any conflict in the requirements, standards or criteria of the foregoing, in accordance with the more stringent requirement unless the City otherwise directs

Consultant in writing. Unless modified in a written instrument executed by authorized representatives of each of the Parties, the scope of the services to be performed by Consultant pursuant to a Task Order issued hereunder shall not be construed to exceed those services specifically set forth therein and this Agreement. Consultant shall be responsible to procure and maintain all personnel, equipment, tools, apparatus, systems, software, applications, intellectual property rights and interests, authorizations, consents, approvals and other items or services necessary to perform the Services and its obligations, duties and covenants hereunder. The City, as Project Administrator, will be responsible for managing the activities of the Consultant under the Task Order in accordance with the terms and conditions of the Permitting Agreement.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other technical consultants to provide professional services under the Permitting Agreement. Further, the City does not guarantee that any Work will be assigned to Consultant under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Consultant under this Agreement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

2.3 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Consultant, unless otherwise agreed by the City in writing, are set forth in **EXHIBIT "A"** and fully incorporated herein by this reference. At all times, Consultant shall proceed with specific tasks under this Agreement with an eye towards being at or under budget to the maximum extent possible.

3.0 CHANGES AND SUSPENSION OF SCOPE OF WORK; TASK ORDERS

3.1 The City may make changes in the Services at any time by giving written notice to the Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and the Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms and conditions of this Agreement and the Task Order insofar as they are applicable.

3.3 The performance of Consultant's service under any provision of this Agreement may be suspended by the City at any time. The City may suspend Consultant's services hereunder at any time by notice to Consultant. Such suspension shall be effective upon the date of such notice, and the City shall pay to Consultant all fees which have become due and payable to Consultant to the

effective date of such suspension provided that such suspension is not due to the breach, negligence, fault or non-performance by Consultant. The City shall thereafter have no further obligation for payment to Consultant for the suspended services unless and until the City notifies Consultant that the suspended services of Consultant are to be resumed. Upon receipt of written notice from the City that some or all of Consultant's services hereunder are to be resumed, Consultant shall complete services required hereunder and be entitled to payment of unpaid compensation remaining under this Agreement for performance of such resumed services in accordance herewith.

4.0 SCHEDULE

4.1 Consultant shall perform Services in conformance with the requirements set forth in this Agreement and the Permitting Agreement, unless otherwise directed by the City in its capacity as Project Administrator under said agreements. Consultant shall complete all of said Services in a timely manner and will keep City apprised of the status of work as reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 Payment Terms. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes unless specifically provided otherwise in this Agreement. However, Consultant recognizes and agrees that all or portions of Consultant's invoices will be proportionately paid by the Project Parties in accordance with the cost sharing and payment terms set forth in the Permitting Agreement and that the City will have to process Consultant's invoices for payment by the Project Parties in accordance with said agreements before invoices are paid to the Consultant by the City. Consultant acknowledges and agrees that the Project Parties are required to make cost sharing payments to the City within sixty (60) days of receipt of a cost sharing invoice from the City, and that in addition to this sixty day payment time period, the City will be required to expend additional administrative time processing Consultant's invoices with the Project Parties. This payment process required under the Permitting Agreement will likely result in Consultant's invoice payments under this Agreement being made by the City beyond sixty days from the date that the City receives Consultant's invoices. However, the City agrees to pay the invoice no later than the thirty (30) days after the City receives the cost sharing payment from the Project Parties. Accordingly, Consultant for itself and its subconsultants hereby waives any right under the Florida Local Government Prompt Payment Act to demand or require faster payment terms from the City than what is reasonably required for the City to process and obtain cost sharing payments from the Project Parties in accordance with the terms of this Agreement. Notwithstanding, the City agrees to diligently process Consultant's invoices for payment

in accordance with the Permitting Agreement and this Agreement. Each invoice submitted by Consultant for any payment relating to this Agreement and any Task Order shall be accompanied by a statement from Consultant describing and certifying that the invoice is only for services and work performed by Consultant and its subconsultants in accordance with the terms of this Agreement during the period covered by the invoice by reference to the specific tasks described in the Scope of Services contained in the Task Order.

5.2 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.3 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement that are due to causes within the Consultant's reasonable control.

5.4 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any Services provided under this Agreement.

5.5 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized unless such delay is due to causes outside of the Consultant's reasonable control. Consultant shall not make any claim nor seek any damages of any kind against the City or Project Parties for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement unless such delay is due to causes outside of the Consultant's reasonable control.

5.6 Acceptance of Payment. Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

5.7 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the

City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

5.8 Partial Payments. Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

5.9 Subconsultant costs and invoices. Subconsultant costs are the costs and expenses incurred in connection with subcontracts and consulting agreements entered into by Consultant with third parties with the City's prior written consent, for performance of certain of the Services to be performed by Consultant hereunder. Consultant shall be fully responsible for processing and paying all subconsultant invoices, and subconsultants are strictly prohibited from directly invoicing the City for services rendered in furtherance of Consultant's obligations under this Agreement. Administrative surcharges for sub-consultant services are not allowable as and are excluded from subconsultant costs. Consultant's cost for sub-consultant coordination must be delineated in the man-hour estimate for the respective task in order for Consultant to receive reimbursement thereof.

6.0 RIGHT TO INSPECTION

6.1 The City, or the Project Parties in coordination with the City, shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 CITYS PROJECT ADMINISTRATOR; PROGRESS MEETING

7.1 The City's designated Project Administrator under the Permitting Agreement shall be Jack Walsh, Utilities Director, unless otherwise notified in writing by the City. The Project Administrator or designated members of his staff may hold periodic progress meetings on an as needed basis and as often as necessary for the City to implement its role and responsibilities as Project Administrator under the Permitting Agreement. Such progress meetings may include one or more of the Project Parties as required by the Permitting Agreement.

7.0 SAFETY

7.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of himself and with respect to the corporation, its principals, employees,

resident project representatives (and assistants) and subconsultants while performing Services provided hereunder.

8.0 OTHER CITY RESPONSIBILITIES.

During the term of this Agreement:

8.1 City shall be responsible for Project Administrator responsibilities under the Permitting Agreement.

8.2 City shall grant Consultant reasonable access to the City's land and premises, records, and files for purposes of fulfilling its obligations under this Agreement such as surveying, observations and other similar Services.

8.3 City will make personnel available where required and necessary to provide information relating to or interpretations of the City's policies, procedures and requirements under the TCR/SJR Project Agreements to Consultant. The availability and necessity of said personnel to support Consultant in such manner shall be determined solely at the discretion of the City.

8.4 City shall make available to Consultant upon request therefor existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the City's files, including such information provided by any of the Project Parties relevant to the TCR/SJR Project, necessary or useful to Consultant for the performance of the Services required by this Agreement. Consultant acknowledges and agrees that any such documents, information and data are made available by the City to Consultant for reference purposes only unless otherwise expressly agreed, and that the City makes no representation, warranty, promise or guarantee of any kind with regard to the accuracy, completeness or sufficiency of such documents, information and data for use by Consultant. All of such documents, information and data made available to Consultant by the City shall be and remain the property of the City and shall be returned to the City upon completion of the Task Order to be performed by Consultant or the earlier termination of this Agreement.

8.5 City shall be responsible for furnishing all approvals and consents from the Project Parties, and consents from others as may be necessary for completion of the Services not covered under a Task Order, related to the TCR/SJR Project as required under the TCR/SJR Project Documents including the Permitting Agreement; provided that Consultant shall promptly notify the City of any such approvals or consents which is necessary for the completion of the Task Order, obtain or provide information, data and documents and other support and assistance reasonably requested by the City related thereto and prepare any necessary application, notices or filings for the City to submit or cause to be submitted to such governmental authority or others.

8.6 City shall examine all proposed Task Orders, reports, sketches, drawings, cost opinion proposals, and other documents presented by Consultant and render decisions, in writing, indicating the City's approval or disapproval, and if necessary under the Permitting Agreement with

the approval or disapproval of the Project Parties, within a reasonable time; provided that Consultant transmits and delivers such documents to the City in an orderly manner and in a format and level of detail consistent with the City's requirements and promptly responds to comments and questions by the City; provided further that the City's and/or Project Parties' review and approval of any such items, or its non-review thereof, will not modify, discharge or otherwise affect the nature and extent of Consultant's obligations, duties and covenants hereunder or in any approved Task Order.

8.7 After preparation by Consultant of any necessary applications, notices or filings to governmental authorities, to arrange for submission of such applications with the cooperation and support of Project Parties and the Consultant.

9.0 INSURANCE

9.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000 per claim and in the annual aggregate with a deductible not greater than $50,000.

b. General Liability. The Consultant shall maintain comprehensive general liability insurance in the amount of $1,000,000 as the combined single limit for each occurrence and in the aggregate to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. Automobile Liability. The Consultant shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 combined single limit bodily injury and minimum $100,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. Workers' Compensation. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

9.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City within thirty (30) days after any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or material modification of

any stipulated insurance coverage. **The City and the Project Parties shall be an additional insured on stipulated insurance policies included in paragraphs 9.l.b and 9.l.c herein, as its interest may appear, from time to time.**

9.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City may terminate this agreement. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A- by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and authorized by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City, and the Project Parties to the extent required by the Permitting Agreement, shall be named on the insurance policies included in paragraphs 9.l.b and 9.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further non-certified copies with sensitive information redacted of all relevant policies where the City is an additional insured will be provided to the City upon request. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

9.4 Independent Associates and Consultants. All independent associates and subconsultants employed by Consultant to perform any Services hereunder, if any, shall fully comply with the insurance provisions contained in this paragraph in the same manner as Consultant.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS

10.1 Consultant shall comply and maintain conformance with all requirements of federal, state, and local laws, rules, regulations, government authorizations, commonly accepted design codes and standards, published applicable industry standards, and/or ordinances applicable to the performance of Services under this Agreement.

10.2 Consultant shall be responsible for keeping appraised of any change, modification, supplement, deletion from or addition to codes or requirements, which requirements must be applied to the Services performed under this Agreement and approved Task Orders. Consultant shall promptly notify the City of any change, modification, supplement, deletion from or addition to such standards and requirements which will affect the cost and/or time for performance by Consultant of the Services and its obligations hereunder. Subject to Consultant providing timely notice in accordance herewith and subject to negotiation, Consultant may request that the City increase the scope and compensation by formal amendment to any applicable Task Order.

11.0 REPRESENTATIONS; STANDARDS

11.1 As of the Effective Date, Consultant has submitted to the Project Parties during the competitive bidding process, detailed resumes of key personnel, including consultants and subcontractors, that will be involved in performing the services described in this Agreement (the "Key Personnel"). The Key Personnel involved in performing services described in this Agreement are as indicated in **EXHIBIT "C."** The City hereby acknowledges that based upon the information provided to it by Consultant, the City consents to such Key Personnel performing the Services to be provided under this Agreement. At any time after the Effective Date that Consultant desires to change the Key Personnel in an active Task Order or the scope or role of such personnel, it shall submit the qualifications of the proposed additional or replacement personnel to the City for review prior to written consent to such change. Key Personnel shall include without being limited to principals-in-charge, project managers, persons possessing professional licenses, certifications or registrations and other non-administrative personnel whose education, training and experience qualifies them to perform material elements of the services to be provided hereunder by Consultant. The provisions of this paragraph 11.1 do not apply to non-supervisory/management personnel temporarily assigned to perform Services under this Agreement or a Task Order. Consultant acknowledges and agrees that the City's consent to performance of services by such Key Personnel does not constitute nor shall be deemed a representation, warranty, guarantee or endorsement of the expertise, competence or ability of such personnel and shall in no way release or discharge Consultant from the performance of and compliance with its obligations, covenants and duties under this Agreement. Such consent shall not be unreasonably withheld.

11.2 During the term of this Agreement, Consultant's Key Personnel shall be responsible for having a general working knowledge of the framework of the TCR/SJR Project as more particularly described in TCR/SJR Project Documents, and particular working knowledge of the Permitting Agreement.

11.3 Consultant shall maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Task Orders approved hereunder. Consultant shall implement quality assurance and quality control programs consistent with good professional and industry practice to monitor and assure performance of the services in accordance with the requirements of this Agreement. Consultant shall

assure that personnel, consultants and other persons performing any of the Services or obligations required hereunder possess the necessary licenses, registrations, certifications and other professional qualifications necessary therefor. Consultant shall be responsible for the management, supervision, administration and scheduling of the Services to be provided hereunder and assuring that sufficient numbers of competent and qualified personnel are assigned to and complete performance of Task Orders approved under this Agreement on a timely basis.

11.4 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound applicable consulting, engineering and surveying practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered for projects provided at the same time. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement and any applicable Task Order. If requested by the City, Consultant shall provide City with a written schedule for specific services performed under this Agreement and each Task Order and such schedule shall provide for ample time for the City, and if necessary the Project Parties under the Permitting Agreement, to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the Services. **Brenda van Ravenswaay**, P.E., Vice President and Project Manager, and other representatives of Consultant, designated in writing to the City, shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents that it is familiar with, and accepts, that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations and the Permitting Agreement. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement and any Task Order. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform, or have another consultant perform, the Services by any other means pursuant to and under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

11.5 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

11.6 Requirements for sealing all plans, reports and documents prepared by Consultant or which Consultant causes to be prepared for the City in the performance of the Services shall be governed by the laws, rules, regulations, and orders of the State of Florida and the requirements of any regulatory agency, administrative agency or other governmental authority having jurisdiction over the City and the City's and/or the TCR/SJR Project facilities and systems to the extent required.

11.7 Consultant acknowledges and represents that although the City is the contracting party for the Services to be rendered by Consultant hereunder, the Services rendered under this Agreement by Consultant and its subconsultants are intended to be for the mutual benefit of the Project Parties in accordance with the terms and conditions of the Permitting Agreement. Additionally, Consultant acknowledges and represents that it is understood that the City shall serve as the Project Administrator under the Permitting Agreement with right to exercise the responsibilities and authority on behalf of the Project Parties as expressly stated under the Permitting Agreement.

11.8 The City is empowered to require Consultant to remove any Key Personnel, employee or representative of Consultant from working on this Agreement and any Task Order which the City determines in its sole discretion is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct. The City shall notify Consultant in writing of the City's objections prior to Consultant's removal of any employee or representative from the performance of services or work under this Agreement or any Task Order.

12.0 REPRESENTATIONAGAINST INFRINGEMENT

12.1 Consultant represents that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, and the Project Parties and their respective officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services. This paragraph shall survive termination of this Agreement.

13.0 DOCUMENTS

13.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City and the Project Parties, may be

deemed to be a public record, whether in the possession or control of the City, Consultant and its subconsultants, and one or more of the Project Parties. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Consultant or its subconsultants are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, CITY CLERK'S OFFICE, 65 STONE STREET, COCOA, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Consultant for itself and its subconsultants shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant or its subconsultants, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant for itself and its subconsultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with a public records request, the City may enforce this paragraph to the extent permitted by law. Consultant acknowledges that if Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. Consultant acknowledges that if a civil action is filed against Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral

cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Consultant fails to comply with this paragraph, and the City and/or one or more of the Project Parties must enforce this paragraph, or the City or one or more of the Project Parties suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's or its subconsultant's failure to comply with this paragraph, the City and/or one or more of the Project Parties, as applicable, shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City and/or the Project Parties, as applicable, for enforcing this paragraph against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City and/or Project Parties, as applicable, had to pay a third party because of Consultant's or its subconsultant's failure to comply with this paragraph. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its subconsultants pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and/or Project Parties as set forth in the Permitting Agreement and may be reused by the City and/or the Project Parties, as the case may be under the Permitting Agreement, for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Services outlined in this Agreement and any Task Order. Any reuse for an undertaking other than for the services without verification or adaptation by the Consultant, or its subconsultants if necessary, to specific purposes intended will be at the City's and/or Project Parties sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant and any of its subconsultants in the performance of this Agreement, or any services hereunder, shall be the sole property of the City, and the City is vested with all rights therein, unless otherwise shared by and with the Project Parties as set forth in the Permitting Agreement. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant and its subconsultants in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

d. Non-Publication. Consultant shall not publish or release to the media any documents or information relating to or concerning this Agreement and the TCR/SJR Project or any Task Order without the prior written approval of the City. Consultant acknowledges and agrees that any press releases issued regarding the TCR/Project may need to be coordinated by the City with the Project Parties.

14.0 ASSIGNMENT

14.1 Consultant shall not assign or subcontract this Agreement, without the prior, written consent of City.

14.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subconsultants as if no subcontract had been made. If City determines that any subconsultant is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation including, but not limited to, the removal of the subconsultant from the TCR/SJR Project if demanded by the City.

15.0 INDEPENDENT CONTRACTOR

15.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

16.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

16.1 Although the City has the right to terminate this Agreement for convenience at any time, without penalty, in accordance with paragraph 2.2 herein, the City reserves the right to also revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

16.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

16.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

16.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

16.5 Consultant has committed any act of fraud upon the City or any of the Project Parties; or

16.6 Consultant has made a material misrepresentation of fact to the City or the Project Parties while performing its obligations under this Agreement.

16.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

16.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

16.9 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Consultant for purposes of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

17.0 TERMINATION BY CONSULTANT FOR CAUSE

17.1 Consultant may cancel this Agreement if: (a) the City persistently fails after notice and opportunity to cure to meet its obligation and responsibilities as contained in paragraph 8.0, (b) City fails to pay Consultant in accordance with paragraph 5.0. In the event of either of the causes described in (a) or (b), Consultant may send a certified letter requesting that the City show cause why the Agreement should not be terminated. If the breach is not cured by the City or adequate assurances are not given to Consultant within thirty (30) days of the receipt by the City of said show cause notice, then Consultant may consider the City to be in default, and may immediately terminate this Agreement.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Consultant's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause

or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

20.0 HEADINGS

20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Project Parties and Consultant. It is understood by the parties that Consultant's role under this Agreement and the Permitting Agreement will in some situations, benefit the Project Parties under said Agreements, and therefore, the Project Parties have been afforded third party beneficiary status under this Agreement with respect to certain project deliverables affecting the Project Parties interests in the TCR/SJR Project and with respect to the indemnification provisions set forth in this Agreement.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

26.0 NO JOINT VENTURE

26.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

27.0 ATTORNEY'S FEES

27.1 Each party agrees to bear their own attorney's fees and legal costs associated with this Agreement.

28.0 COUNTERPARTS

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

29.0 DRAFTING

29.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement on the basis of its involvement in the preparation of this Agreement for execution by the parties in the event of a dispute between the parties.

30.0 NOTICE

30.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

HDR Engineering, Inc.
Attention: Brenda van Ravenswaay, P.E.
Vice President and Project Manager
315 E. Robinson Street, Suite 400
Orlando, Florida 32801
(407) 420-4200 or (407) 712-5694 (c)

For City:
City of Cocoa
Attention: Jack Walsh, Utilities Director
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

30.2 Either party may change the notice address by providing the other party written notice of the change.

31.0 SOVEREIGN IMMUNITY

31.1 The City and Project Parties that are governmental agencies intend to avail themselves of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's or said Project Parties' right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's or said Project Parties potential liability under state or federal law. As such, the City and said Project Parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City or said Project Parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

32.0 CORPORATE REPRESENTATIONS BY CONSULTANT

32.1 Consultant hereby represents to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

33.0 INDEMNIFICATION

33.1 Consultant shall indemnify and hold harmless the City and the Project Parties, and their respective officers, employees, and attorneys from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and/or Project Parties and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

33.2 Consultant shall also indemnify and hold harmless the City and Project Parties, and their respective officers, employees, and attorneys, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's material breach and caused by other persons employed by the Consultant in the performance of the Agreement.

33.3 The indemnity provisions set forth in this paragraph 32.0 shall survive termination of this Agreement. Further, the indemnity provisions set forth in Paragraphs 32.1 and 32.2 shall be considered separate and independent indemnity provisions.

33.4 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 30.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

33.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

33.6 Neither Party to this Agreement shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied.

34.0 ADDITIONAL ASSURANCES

34.1 The Consultant for itself and any of its subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

35. TIME OF THE ESSENCE

35.1 Time is of the essence with respect to performance of the Services under this Agreement however it is agreed that the Consultant must perform its services using sound professional practices.

36. WAIVER OF JURY TRIAL

36.1 The City and Consultant mutually agree to and do hereby knowingly and voluntarily waive trial by jury in any action, proceeding or claim which may be brought by either party against the other on any claims, disputes, controversies or matters arising out of, relating to or concerning this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____
John A. Titkanich, Jr.
Print Name/Title: City Manager

CONSULTANT:
HDR ENGINEERING, INC.

By: _____
Paul Bowdoin,
Print Name/Title: Senior Vice President

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

List of Exhibits to be Attached:

A – Consultant's Rate Schedule
B – Permitting Agreement
C – List of Consultant's Key Personnel

EXHIBIT A

Consultant's Rate Schedule

Exhibit A

Taylor Creek Reservoir Permitting Project
2019 Contract Rate Schedule for HDR

Contract Title (Billing)	Fixed Billing Rates
Project Principal/QC	$ 265.00
Senior Project Manager	$ 265.00
Senior Reviewer/Consultant	$ 265.00
Senior Engineer/Consultant II	$ 230.00
Senior Engineer/Consultant I	$ 190.00
Project Engineer/Consultant II	$ 180.00
Project Engineer/Consultant I	$ 160.00
Junior Engineer/Consultant	$ 120.00
Engineer-In-Training	$ 100.00
Senior Designer	$ 125.00
Senior CADD	$ 110.00
CADD	$ 85.00
Real Estate Specialist	$ 120.00
Sr. Env. Scientist	$ 150.00
Jr. Env. Scientist	$ 110.00
GIS Manager	$ 160.00
GIS	$ 120.00
Senior Communication Lead	$ 185.00
Sr. Communications Spec.	$ 120.00
Jr. Communication Spec.	$ 85.00
Website/Graphics Des. Sr	$ 130.00
Website/Graphics Des.	$ 100.00
Senior Project Controls Manager	$ 160.00
Project Controls Specialist	$ 120.00
Administrative	$ 80.00

Notes:

1. Billing rates are for calendar year 2019

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract. In addition to terms of contract, direct expenses will exclude travel costs for CONSULTANT staff based in their Orlando Office and any markups on direct expenses and subconsultants.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee .

4. HDR reserves the right to request annual rate modifications for future years under this agreement.

EXHIBIT B

Permitting Agreement

Final Signature Version

EXHIBIT B
TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Regional Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or, (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution**. As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default**. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

26.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default**. For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event.** In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ELIZABETH M MASON
Print Name

ORLANDO UTILITIES COMMISSION

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: _____

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Diane Lent

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

EXHIBIT C

List of Consultant's Key Personnel

Exhibit C

Technical Consulting Permitting Services
Taylor Creek Reservoir/St Johns River Water Supply Project
HDR Key Personnel

Key Role	Name	Company
Project Manager	Brenda van Ravenswaay	HDR
Consumptive Use Permitting Lead	Dale Helms	WSP (subconsultant to HDR)
Engineering Report Lead	Chance Lauderdale	HDR
Environmental Permitting Lead	Anwar Kahn	HDR
Public Involvement Lead	Teresa McClure	HDR
Permit Compliance Lead	Mary Thomas	WSP (subconsultant to HDR)

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO TECHNICAL CONSULTANT AGREEMENT
RFQ-18-18-COC
TCR/SJR PERMITTING SERVICES

This FIRST Amendment to the agreement is between the **CITY OF COCOA**, a Florida municipal Corporation ("City") and **HDR ENGINEERING, INC.** a foreign profit corporation ("Consultant").

WHEREAS, the City and the Consultant entered into an agreement on February 13, 2019 for permitting services.

WHEREAS, the Consultant is requesting a revised rate schedule.

WHEREAS, the parties desire to amend the Agreement to update and accept the revised rates.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Consultant's Rate Schedule as attached to this amendment.
2. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

HDR ENGINEERING, INC.	CITY OF COCOA
By: Katie E. Duty	**By:** Michael Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
Katie E. Duty / 03/20/2024	Michael C. Blake
Signature / Date	Signature / Date

Attest:
Monica Arsenault, CMC, City Clerk

CC: Jack Walsh, Director of Utilities, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

Taylor Creek Reservoir Permitting Project
Contract Rate Schedule for HDR (2024)

Contract Title (Billing)	Billing Rates
Project Principal/QC	$ 301.00
Senior Project Manager	$ 301.00
Senior Reviewer/Consultant	$ 301.00
Senior Engineer/Consultant II	$ 261.00
Senior Engineer/Consultant I	$ 230.00
Project Engineer/Consultant II	$ 204.00
Project Engineer/Consultant I	$ 181.00
Junior Engineer/Consultant	$ 136.00
Engineer-In-Training	$ 113.00
Senior Designer	$ 142.00
Senior CADD	$ 125.00
CADD	$ 97.00
Real Estate Specialist	$ 136.00
Sr. Env. Scientist	$ 170.00
Jr. Env. Scientist	$ 125.00
GIS Manager	$ 181.00
GIS	$ 136.00
Senior Communication Lead	$ 209.00
Sr. Communications Spec.	$ 136.00
Jr. Communication Spec.	$ 97.00
Website/Graphics Des. Sr	$ 147.00
Website/Graphics Des.	$ 113.00
Senior Project Controls Manager	$ 181.00
Project Controls Specialist	$ 136.00
Administrative	$ 91.00

Notes:

1. Billing rates are through calendar year 2024.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee .

4. HDR reserves the right to request rate modifications for future work orders or after 2024 under this agreement.

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
2nd AMENDMENT TO TECHNICAL CONSULTANT AGREEMENT
RFQ-18-18-COC
TCR/SJR PERMITTING SERVICES

This SECOND Amendment to the agreement is between the **CITY OF COCOA**, a Florida municipal Corporation ("City") and **HDR ENGINEERING, INC.** a foreign profit corporation ("Consultant").

WHEREAS, the City and the Consultant entered into an agreement on February 13, 2019 for permitting services.

WHEREAS, the Consultant is requesting a revised rate schedule.

WHEREAS, the parties desire to amend the Agreement to update and accept the revised rates.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Consultant's Rate Schedule and Exhibit C – List of Consultant's Key Personnel as attached to this amendment.
2. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

HDR ENGINEERING, INC.	CITY OF COCOA
By: Katie E. Duty	**By:** Michael Blake
(Print Name) Katie E. Duty	(Print Name)
Vice President	Mayor
(Title)	(Title)
09/30/2024	Michael C. Blake
Signature / Date	Signature / Date 10/08/2024

Attest: _____
Monica Arsenault, CMC, City Clerk

CC: Jack Walsh, Director of Utilities, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

Exhibit A

Consultant's Rate Schedule

Taylor Creek Reservoir Permitting Project
HDR Contract Rates

Contract Title (Billing)	HDR Rates
Project Principal/QC	$299.00
Project Manager	$250.00
Senior Reviewer/Consultant	$299.00
Senior Engineer/Consultant II	$275.00
Senior Engineer/Consultant I	$250.00
Project Engineer/Consultant III	$225.00
Project Engineer/Consultant II	$200.00
Project Engineer/Consultant I	$175.00
Junior Engineer/Consultant II	$165.00
Junior Engineer/Consultant I	$155.00
Engineer-In-Training	$135.00
Senior Designer/GIS	$185.00
Senior CADD/GIS	$155.00
CADD/GIS	$130.00
JR CADD/GIS	$115.00
Sr. Communications Spec.	$165.00
Communications Spec	$140.00
Jr. Communication Spec.	$110.00
Website/Graphics Des. Sr	$170.00
Website/Graphics Des.	$150.00
Website/Graphics Des. Jr	$130.00
Project Controls Specialist	$150.00
Administrative	$105.00

Notes:

1. Billing rates are through December 31, 2025.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders or tasks and City will be billed based on actual hours by category designated for an individual employee and category assignments may be adjusted by HDR when needed.

4. Annual rate modifications for future years after 2025 under this agreement, at 3.5% recognizing overall rate cap in Note 5 below.

5. A rate cap of $320 per hour will be maintain until December 31, 2027. After time, HDR may request consideration to increase rate cap for Water Suppliers consideration.

6. Notes 1 through 5 apply to HDR and its subconsultants, Carollo and Barnes, Ferland and Associates. See rate schedules for these subconsultants as part of Exhibit A.

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

carollo

EXHIBIT A: FEE SCHEDULE
CAROLLO ENGINEERS, INC.
TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PHASE 1, REGIONAL PERMITTING SERVICES
CONTRACT WITH HDR ENGINEERING, INC.

As requested, the following is information regarding the personnel hourly rates for our contract with HDR Engineering, Inc. for the City of Cocoa TCR/SJR Project Phase 1 master agreement.

Labor Classification	Billable Hourly Rate	Description	Typical Experience (yrs)
Engineers/Scientists			
Assistant Professional ES I	$140.00	EI	0-2
Assistant Professional ES II	$158.00	EI	3-4
Professional ES III	$174.00	PE	5-6
Professional ES IV	$196.00	PE	7-8
Project Professional ES V	$216.00	PE	9-11
Project Professional ES VI	$235.00	PE	12-14
Lead Project Professional ES VII	$254.00	PE	15-17
Senior Professional ES VIII	$299.00	PE	18+
Engineering Technicians			
Technician ET I	$93.00		
Technician ET II	$102.00		
Technician ET III	$110.00		
Technician ET IV	$119.00		
Senior Technician ET V	$135.00		
Senior Technician ET VI	$159.00		
Senior Technician ET VII	$183.00		
Senior Technician ET VIII	$204.00		
Engineering Aides			
Engineering Aide EA I	$93.00		
Engineering Aide EA II	$102.00		
Engineering Aide EA III	$110.00		
Engineering Aide EA IV	$119.00		
Senior Engineering Aide EA V	$135.00		
Senior Engineering Aide EA VI	$159.00		
Senior Engineering Aide EA VII	$183.00		
Senior Engineering Aide EA VIII	$204.00		
Office Staff			
Admin/Clerical	$111.00		
Word Processing	$118.00		

Notes:

1. These labor billing rates are valid through December 31, 2025.
2. These rates do not include other direct expense costs.
3. All reproduction, materials, equipment purchased, or other direct costs shall be billed at cost without mark-up, in accordance with the terms of the contract. Travel costs will be in accordance with City of Cocoa guidelines and will exclude Carollo local staff based in our Orlando office.
4. Starting January 1, 2026, Carollo reserves the right to request annual rate modifications of 3.5% per year in future years under this agreement.

BFA

Taylor Creek Reservoir/St. Johns River Permitting Project
BFA 2024 Rate Schedule (October 1, 2024 through December 31, 2025)

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Principal Hydrogeologist	$80.00	2.82	$225.60
Senior Water Resources Specialist	$85.62	2.82	$241.45
Principal Engineer	$75.00	2.82	$211.50
Senior Engineer	$70.00	2.82	$197.40
Sr. Project Manager	$70.00	2.82	$197.40
Project Manager	$60.00	2.82	$169.20
Project Manager I	$55.00	2.82	$155.10
Project Engineer V	$50.00	2.82	$141.00
Project Engineer IV	$45.00	2.82	$126.90
Project Engineer III	$40.00	2.82	$112.80
Project Engineer II	$38.00	2.82	$107.16
Project Engineer I	$35.00	2.82	$98.70
Senior Designer	$42.00	2.82	$118.44
CAD V	$38.00	2.82	$107.16
CAD IV	$35.00	2.82	$98.70
CAD III	$30.00	2.82	$84.60
CAD II	$25.00	2.82	$70.50
CAD I	$20.00	2.82	$56.40
GIS Tech III	$40.00	2.82	$112.80

1230 Hillcrest Street • Suite 100 • Orlando, Florida 32803
Office (407) 896-8608 • Fax (407) 896-1822

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
GIS Tech II	$35.00	2.82	$98.70
GIS Tech I	$30.00	2.82	$84.60
Hydrogeologist V	$57.00	2.82	$160.74
Hydrogeologist IV	$44.00	2.82	$124.08
Hydrogeologist III	$40.00	2.82	$112.80
Hydrogeologist II	$32.00	2.82	$90.24
Hydrogeologist I	$26.00	2.82	$73.32
Environmental Scientist V	$47.00	2.82	$132.54
Environmental Scientist IV	$42.00	2.82	$118.44
Environmental Scientist III	$38.00	2.82	$107.16
Environmental Scientist II	$32.00	2.82	$90.24
Environmental Scientist I	$24.00	2.82	$67.68
Field Technician IV	$32.00	2.82	$90.24
Field Technician III	$29.00	2.82	$81.78
Field Technician II	$26.00	2.82	$73.32
Field Technician I	$22.00	2.82	$62.04
Sr. Surveyor and Mapper	$75.00	2.82	$211.50
Surveyor and Mapper	$50.00	2.82	$141.00
Survey Technician	$40.00	2.82	$112.80
2 Person Survey Crew	$55.00	2.82	$155.10
3 Person Survey Crew	$76.00	2.82	$214.32
Utility Coordinator	$38.00	2.82	$107.16
SUE 2 Person Crew	$56.00	2.82	$157.92
SUE 3 Person Crew	$77.00	2.82	$217.14
Administrative Support III	$37.00	2.82	$104.34
Administrative Support II	$28.00	2.82	$78.96
Administrative Support I	$20.00	2.82	$56.40

BFA

Survey and Subsurface Utility Engineering Direct Costs Table

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc....)	Each	$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc....)	Each	$850.00

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2024			
Description	**Units**	**Unit Cost [1]**	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	$	0.05
B&W Copy (8.5" x 14")	Each	$	0.12
B&W Copy (11" x 17")	Each	$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	$	0.74
Color Copy (11" x 17")	Each	$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	$	12.00
Lamination (8.5" x 11")	Each	$	1.75
Materials			
Binders	Each	$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost
Travel [2]			
Lodging ($80.00 maximum)	Day		At Cost

Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2024			
Description	**Units**	**Unit Cost [1]**	
Mileage	Mile		0.655
Per Diem ($36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
[1] "At Cost" Items will be billed without markup.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,

Willie E. Thomas, PE
President

7/23/2024
Date

BFA

Exhibit C

Key Personnel

Exhibit C

Technical Consulting Permitting Services
Taylor Creek Reservoir/St Johns River Water Supply Project
HDR Key Personnel

Key Role	Name	Company
Project Manager	Brenda van Ravenswaay	HDR
Consumptive Use Permitting Lead	Dale Helms	Carollo (subconsultant to HDR)
Engineering Report Lead	Chance Lauderdale	HDR
Environmental Permitting Lead	Ben Brice	HDR
Public Involvement Lead	Beth Frady	HDR
Permit Compliance Lead	Mary Thomas	Carollo (subconsultant to HDR)

Continuing Service Agreement Track Sheet

RFQ-18-18-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Technical Consulting Permitting Services for the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Projects

Department: Utlities

Task Orders Issued: 5

Start Date: 2/13/2019

End Date: 2/12/2029

Extensions 0

Total Task Orders:	$4,691,961.00
Paid:	$750,623.55
Encumbered:	$3,941,337.45

Contract #	Vendor	Expires			
RFQ-18-18-COC	HDR Engineering Inc.	2/12/2029	$4,691,961.00	$750,623.55	$3,941,337.45

Task Order	Task Details	Approved	Status	Task Order Amt.	Paid	Encumbered
2019-01	1st Phase pf Permitting: CUP - Usage 404&408 - FDEP - NPDES; Requested by Jack Walsh; Project # TCR001	2/27/2019	Cancelled	$0.00	$0.00	$0.00
2024-02	Peer Review of the TCR L-73 Dam Improvements; Requested by Jack Walsh; PO/RQ#: 82308-48089;	3/26/2024	Active	$177,844.00	$92,663.67	$85,180.33
2024-02.1	Liquidate remaining Balance		Pending	($85,180.33)	$0.00	$0.00
2025-03	Taylor Creek Reservoir/St Johns River Water Supply Permitting Project; Requested by Jack Walsh; PO/RQ#: 83151-49054;	10/8/2024	Active	$4,514,117.00	$657,959.88	$3,856,157.12
2025-03.1	Transfer remaining balance from task order 2		Pending	$85,180.33	$0.00	$0.00

City of Cocoa Budget Adjustment Form FY 2026- 056

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 4020-DYAL DATE PREPARED: 4/16/26

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,111)	421-4020-536.31-03	TCR001	Engineering Services			($ 5,111)	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
($ 5,111)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,111	421-4020-536.31-27	TCR001	Professional Services-TRC Project-Cocoa			$ 5,111	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 5,111	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transferring funds for future change order for City of Cocoa pro-rata share
Agenda# 2026-299

City Council Approval Needed? *Yes.* (●) *No.* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Kimberley Ross — Digitally signed by Kimberley Ross DN: cn=Kimberley Ross, ou=Utilities, email=kross@cocoafl.gov Date: 2026.04.16 11:00:11 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov Date: 2026.04.16 13:41:41 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov Date: 2026.04.16 12:33:07 -04'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov Date: 2026.04.23 10:37:54 -04'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date:	April 20, 2026
Agenda Date:	April 28, 2026
File ID:	2026-316
Prepared By:	Tiffany Bonadio, Fire Administrative Coordinator
Through:	Jonathan Lamm, Fire Chief
Requested Action:	Approve a Resolution Amending the FY26 Budget, BAF#26-055-A, to accept the Brevard County Fire EMS Trust Grant Award for $8,529, approve the additional expenditure of $1,000 necessary to complete the purchase of a Realiti 360 Plus Training Simulator, and authorize the City Manager to execute the grant agreement.

BACKGROUND:

Brevard County EMS Trust Grant. This no-match, reimbursement-based grant program provides funding to emergency medical service providers, first responder organizations, and other EMS-related agencies. Funds may be used for projects that acquire, repair, improve, or upgrade EMS systems or equipment, as well as to support specialized or previously unfunded educational programs that benefit the EMS community. The department is looking to utilize these funds to purchase a Realiti360 modular simulation ecosystem. This system uses tablets to replicate real-world patient monitors, defibrillators, and ventilators for medical training, transforming standard iPads into highly realistic training interfaces. The platform allows personnel to practice advanced skills such as ECG interpretation, intubation, and medication administration, while also improving teamwork, critical thinking, and decision-making. This training enhances preparedness for high-pressure emergencies.

On March 10, 2026, Council approved agenda item #2026-106, allowing staff to apply on the Department's behalf. On April 1, 2026, Brevard County Fire Rescue approved the funding request in the amount of $8,528.09. Approval of this funding requires that all purchases be made within 120 days of the award date and that proof of purchase be provided to Brevard County Fire Rescue within 30 days after the purchase is complete for reimbursement.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is an amendment/transfer attached? Yes

Source/Use of Funds

Account Number	Amount
Grant Award	
001-0000-337.20-04	$8,529 GR26FR
001-2201-522.64-04	$8,529 GR26FR
Budget Transfer for additional funding	
001-2201-522.55-00	($1,000)
001-2201-522.64-04	$1,000 GR26FR

Total Cost $9,529

PREVIOUS ACTION:

On March 10, 2026, Council approved agenda item #2026-106, allowing staff to apply on the Department's behalf.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY26 Budget, BAF#26-055-A, to accept the Brevard County Fire EMS Trust Grant Award for $8,529, approve the additional expenditure of $1,000 necessary to complete the purchase of a Realiti 360 Plus Training Simulator, and authorize the City Manager to execute the grant agreement.

COCOA
FLORIDA

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form
Must Be Attached to all Grant Agenda Items

DEPARTMENT: Fire	**DIVISION:** Training
POINT OF CONTACT: Roderick Moore	**PROJECT MANAGER:** Jonathan Lamm
NAME OF GRANT: EMS Trust Grant	
CFDA#/CFSA#	**FUNDING AGENCY:** Brevard County
AMOUNT REQUESTED: $10,000	**GRANT DUE DATE:** January 30, 2026

PROJECT DESCRIPTION:

We are seeking funding to purchase a simulator training device that will allow us to use a more advanced scenario when conducting training and improve our overall treatment of our citizens.

MATCH REQUIRED: NO	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:)	March 10, 2026
REIMBURSEMENT GRANT: -	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REOUIREMENTS:

An expenditure report to Brevard County Fire Rescue's Grant Administrator for reimbursement purposes. The report shall include, at a minimum, copies of any training records, a narrative of the activities completed along with copies of any invoices, cancelled checks or like documentation of expenditures.

FUTURE REOUIREMENTS TO CONSIDER:

All expenditures shall be completed within 180 days of the award. Within 90 days of the completion date a Reimbursement request shall be submitted to the BREVARD COUNTY FIRE RESCUE DEPARTMENT GRANT ADMINISTRATOR.

Department Director

Grants Administrator

Economic Development Director

Finance Director

3/9/26

City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	February 9, 2026
Agenda Date:	March 10, 2026
File ID:	2026-106
Prepared By:	Tiffany Bonadio, Fire Administrative Coordinator
Through:	Jonathan Lamm, Fire Chief
Requested Action:	Council Approval to Apply for the Brevard County EMS Trust Grant.

BACKGROUND:

The Cocoa Fire Department is interested in submitting an application for the Brevard County EMS Trust Grant. This no-match, reimbursement-based grant program provides funding to emergency medical service providers, first responder organizations, and other EMS-related agencies. Funds may be used for projects that acquire, repair, improve, or upgrade EMS systems or equipment, as well as to support specialized or previously unfunded educational programs that benefit the EMS community.

Chief Lamm will submit the application on behalf of the department. If awarded, the funds will be used to purchase a Realiti360 modular simulation ecosystem at an estimated cost of $9,560.95. This system uses tablets to replicate real-world patient monitors, defibrillators, and ventilators for medical training, transforming standard iPads into highly realistic training interfaces. The platform allows personnel to practice advanced skills such as ECG interpretation, intubation, and medication administration, while also improving teamwork, critical thinking, and decision-making. This training enhances preparedness for high-pressure emergency situations.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? No, if awarded, the Fire Department would return to Council to amend the FY26 budget.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To provide approval for the Cocoa Fire Department to apply for the Brevard County EMS Trust Grant.

www.3BScientific.com

American 3B Scientific, LP

2189 Flintstone Drive
Suite O
Tucker, GA 30084
United States
1-888-326-6335

Quote: SQ2634733

Date: 1/6/2026
Expiration Date: 2/5/2026

Account#
C904161 Cocoa Fire Rescue

Bill To:
Cocoa Fire Rescue
1740 Dixon Blvd
Cocoa, FL 32992
United States

Ship To:
Cocoa Fire Rescue
1740 Dixon Blvd
Cocoa, FL 32992
United States

PO#: RFP Tom Redmond

Sales Representative
Amanda Miller
Amanda.Miller@3BScientific.com
(941) 807-1285

Shipping Terms:
FOB Atlanta

SN	Item No.	Product Details	Quantity	Est. Ship Date	List Price	Unit Price	Extended Amount
1	**1026692**	REALITi Plus	1	3/30/2026	$9,495.00	$9495.00	$9,495.00
2		Shipping	1	3/30/2026	$65.95	$65.95	$65.95

Sub Total	$9,560.95
Tax	$0.00
Grand Total	**$9,560.95**

This offer is subject to final confirmation, and the following stipulations must be observed prior to the remittance of funds, and prior to shipment.

1. Validity: Prices valid until 2/5/2026
2. Price and Quantities: The stated prices are calculated on the basis of the requested quantities of all products mentioned and can differ if partial orders are taken.
3. Acceptable Terms of Payment: By wire transfer (T/T) of funds in advance to our bank account, by credit card, COD or direct debit.
   Bank Account Information:
   Bank of America, 600 Peachtree St. NE., Atlanta, GA. 30308, USA
   Account No: 4451283595
   Domestic Wire Routing No.: 026009593
   ACH/EFT Routing No.: 111000012
   International Wires Swift Code: BOFAUS3N (USD) BOFAUS65 (Foreign Currency)
4. Legalization: If legalization is required, the cost will be charged to the purchaser.
5. Delivery Terms: FOB Atlanta
6. Packing and Packaging: Goods are supplied in 3B customary export packing and packaging. Extra packing/packing requirements are to be negotiated and are subject to additional charges.
7. Delivery Time: Approximately 2 weeks after receipt of confirmed, irrevocable order. Delivery time is quoted on the basis of an up-to-date production schedule and is therefore subject to change.
8. Product Alteration: 3B Scientific reserves the right to make minor alterations to the offered items, without prior notification to the customer.
   If it is necessary to obtain an approval in accordance with German or European foreign trade regulations or US export control regulations to fulfill the offered legal transactions, consignments or services, then completion of the contract will depend upon receiving this approval. If approval is not given or adhered to or if collateral clauses are not fulfilled the contract ceases to be effective. Delivery only possible if no legal regulations prevent shipment on exporting day.

iSimulate

3B Scientific



REALITi360 by iSimulate

ENHANCE YOUR SIMULATION TRAINING WITH REALITi360

YOUR MOBILE SIM-CENTER IN A BAG

The **REALITi360 Ecosystem** enables medical educators to run almost any training scenario from basic to complex. Provide your students with a rich educational experience, allowing them to acquire new skills for pre-hospital emergency and in-hospital patient cases. **Train anytime, anywhere** with REALITi360: in an ambulance, helicopter, sim-center, or in-hospital. REALITi360 is a completely mobile solution helping to improve the realism and flexibility of your scenario based training. Prepare your students for emergency response protocols, disaster and incident management.

FIND THE REALITi360 KIT TO SUPPORT YOUR SPECIFIC TRAINING REQUIREMENTS:

	REALITi Go	REALITi Plus	REALITi Pro
Item Number	1022862	1022815	1022816
iOS Version	11 or greater	11 or greater	11 or greater
Universal (Generic) Screens – Monitors, Defibrillator, AED, Ventilator	6	6	6
Premium Simulated Screens included (Zoll, Philips, Schiller, etc.)	–	1	5
Optional Premium Screens to choose from	17+	17+	17+
Patient Monitor Tablet (included)	12.9”	12.9”	12.9”
Controller Tablet (included)	9.7” or 10.2”	9.7” or 10.2”	9.7” or 10.2”
1 WiFi Router	✓	✓	✓
1 USB Powerbank	✓	✓	✓
1 Simulation bag and Accessory set*	✓	✓	✓
ECG Waveforms – Rate Controllable	70+	70+	70+
ECG – Advanced Functions	–	✓	✓
Static ECG – 12 Lead	✓	✓	✓
Live/Dynamic ECG – 12 Lead	–	✓	✓
SpO_2 Waveforms	✓	✓	✓
CO_2 Waveforms	✓	✓	✓
Invasive Blood Pressure Waveforms	✓	✓	✓
Critical Care Waveforms	–	ICP, CVP, PAP**	ICP, CVP, PAP**
Preserve CO_2 (CPR)	✓	✓	✓
Scenario Creation	✓	✓	✓
Radiology and Patient Images	✓	✓	✓
Patient Images	✓	✓	✓
Laboratory Reports	✓	✓	✓
Training Management System	✓	✓	✓
CPR Feedback Module	Optional	Optional	✓
Video Debriefing Module	Optional	Optional	✓
Patient Chart Tablet	Optional	Optional	Optional
Remote Control Module	Optional	Optional	Optional

* Accessory set: 3 leadwires ECG cable snap, 7 leadwires ECG cable snap, 10 leads ECG trunk cable, SpO_2 sensor, Adult NIBP cuff, Defibrillator/AED connector, Disposable adult ECG electrodes, $EtCO_2$ sensor gas drier tube

** Available on GE Carescape, Philips MX800, Corpuls 3 and 3T. Coming soon to Zoll X and Propaq MD.

The REALITi360 Ecosystem consists of 3 main products: choose your simulation kit!

REALITi Go



Item No. 1022862

REALITi Plus



Item No. 1022815

REALITi Pro



Item No. 1022816

SIMULATIONS COME TO LIFE WITH THE REALITi360 ECOSYSTEM:

+ Mimics real defibrillators, monitors and ventilators
+ Fosters engaging assessment for students and distance based learning
+ Includes a built in Training Management System to access all your simulation data
+ Has a built in radiology and 12 lead ECG library
+ Turns any training into a high quality scenario simulation
+ Create Scenarios in minutes

Through collaboration with popular defibrillator and monitor manufacturers, iSimulate has created hyper-realistic interfaces which look and work like the real vital sign monitors and defibrillators used at the point of care. The current and growing selection of REALITi360 Premium Simulated Screens allows students to experience a significant number of monitors and defibrillators that they might encounter in their EMT or Hospital careers. Based on individual training needs and the product configuration, users can select one or more of these Premium Display Screens for their simulation trainings.

REALITi360 simulates a wide variety of premium branded patient monitor, defibrillator and ventilator screens, providing added realism to your in-situ training.



Simulated monitor/defibrillator screen “Zoll® Propaq® MD”
Item No: 8000978



Simulated monitor/defibrillator screen “DEFIGARD Touch 7”
Item No: 8001000



Simulated monitor screen “Connex® VSM 6000”
Item No: 8000977



Simulated monitor screen “Medtronic Capnostream™ 35”
Item No: 8000973



Simulated ventilator screen “ZOLL EMV+®”
Item No: 8001016



Simulated intensive care monitor screen “GE CARESCAPE™ B40”
Item No: 8000969

Simulated screens work with the REALITi360 vital sign monitor and defibrillator software. They are designed to be used with the patient monitor simulation systems of REALITi Plus and REALITi Pro. Instructors can easily add training scenarios or downloaded new scenarios from the REALITi360 Community platform.

REALITi360
by iSimulate



THE REALITi360 ECOSYSTEM – SELECT YOURS TODAY

REALITi Go – Start your simulation training with the basics
Complete with 6 universal screens, instructors have a set-up to prepare course participants effectively and realistically for their assignments in the preclinical and clinical area.
Item No. 1022862

REALITi Plus – Improve your simulation activities
Ready to introduce a simulated screen to your training. REALITi Plus is the perfect choice for introducing medical students and EMT's to the operation and functionality of a monitor or defibrillator in the field.
Item No. 1022815

REALITi Pro – Enhance your simulation experience
With 5 Premium screens, REALITi Pro offers a highly advanced and portable solution for medical instructors. Fully equipped hardware and software kit for facilitating detailed debriefings, video streaming and evaluations of training courses. Included is the CPR module providing real-time feedback on rate, depth and recoil.
Item No. 1022816

Contact us today to set up a demo video call.

9001190 11/2020

SCAN THE QR CODE TO SEE ALL VERSIONS AND AVAILABLE UPGRADE MODULES

3B Scientific GmbH • Ludwig-Erhard-Straße 20 • 20459 Hamburg • Germany • **3bscientific.com**
Phone: +49 40 73966-0 • **Fax:** +49 40 73966-100 • **E-mail:** info@3bscientific.com

COCOA
FLORIDA

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form
Must Be Attached to all Grant Agenda Items

DEPARTMENT: Fire	**DIVISION:** Training
POINT OF CONTACT: Roderick Moore	**PROJECT MANAGER:** Jonathan Lamm
NAME OF GRANT: EMS Trust Grant	
CFDA#/CFSA#	**FUNDING AGENCY:** Brevard County
AMOUNT REQUESTED: $10,000	**GRANT DUE DATE:** January 30, 2026

PROJECT DESCRIPTION:

We are seeking funding to purchase a simulator training device that will allow us to use a more advanced scenario when conducting training and improve our overall treatment of our citizens.

MATCH REQUIRED: NO	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:)	March 10, 2026
REIMBURSEMENT GRANT: -	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REOUIREMENTS:

An expenditure report to Brevard County Fire Rescue's Grant Administrator for reimbursement purposes. The report shall include, at a minimum, copies of any training records, a narrative of the activities completed along with copies of any invoices, cancelled checks or like documentation of expenditures.

FUTURE REOUIREMENTS TO CONSIDER:

All expenditures shall be completed within 180 days of the award. Within 90 days of the completion date a Reimbursement request shall be submitted to the BREVARD COUNTY FIRE RESCUE DEPARTMENT GRANT ADMINISTRATOR.

Department Director | Grants Administrator | Economic Development Director

Finance Director 3/9/26 | City Manager

BREVARD COUNTY FIRE RESCUE

EMERGENCY MEDICAL SERVICES

2025-2026 EMS TRUST AWARD GRANT APPLICATION

THE EMS TRUST GRANT PROGRAM APPLICATION AND GUIDELINES.

(PLEASE READ THE GUIDELINES PRIOR TO FILLING OUT THE APPLICATION.)

INTRODUCTION

The Brevard County EMS Trust Grant is a no-match reimbursement grant.

This grant program provides emergency medical service providers, first responder organizations, and other emergency medical service-related organizations with funds for projects to acquire,

repair, improve, or upgrade emergency medical service systems or equipment, and fund specialized or previously unfunded education programs that benefit the EMS community.

An applicant must meet specific eligibility requirements to be awarded a grant. Applicants certify that they meet all requirements in this application and guidelines when they sign and submit the application to the Brevard County Fire/Rescue Department.

You may submit any number of applications, and there is no limit on the amount of funds you may request. The only limitation is the amount of funds available for award.

Do not place more than one project in an application.

ELIGIBILITY

Any organization that is related to or is a member of the EMS community is eligible for an award.

This includes:

- Licensed EMS providers
- First Responder organizations
- Emergency Departments of Brevard County
- EMS training centers, academic institutions and other pre-hospital EMS service providers.
- **NOTE:** Any agency that has an open prior year grant award will not be eligible to apply for current year grant funding.

MANDATORY CRITERIA REVIEW:

Applications shall be reviewed to determine that the applicant meets the following criteria:

1. The grant applicant's organization is based in Brevard County.
2. The application demonstrates that the grant will be used to improve and expand prehospital Emergency Medical Services.
3. The application is completed and signed.
4. The application does not exceed the number of pages listed in the application packet. (Letters of support may be submitted and will not be counted as pages.)

BREVARD COUNTY FIRE/RESCUE
EMS GRANT APPLICATION

(Complete all items unless instructed differently within the application)

1. Organization Name and Primary Mission/Function: Cocoa Fire Department

2. Grant Signer: (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)

Name: Stockton Whitten

Position Title:
City Manager

Address: Stone St.

City: Cocoa	**County:** Brevard
State: Florida	**Zip Code:** 32922
Telephone: 3214338737	**Fax Number:**

E-Mail Address:
Swhitten@cocoafl.org

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same. Additionally, the Contact Person will sign the Reimbursement request/Expenditure Report)

Name: Roderick Moore

Position Title:
Assistant Chief

Address: 1740 Dixon Blvd

City: Cocoa	**County:** Brevard
State: Florida	**Zip Code:** 32922
Telephone: 3216397609	**Fax Number:**

E-mail Address:
fireadministration@cocoafl.org

4. Type of Service (check one):

Licensed EMS provider _____ First Responder Organization _____ Emergency Department x _____

EMS Training Center _____ EMS Academic Institution _____

Other pre-hospital EMS service provider _____

Other (specify) _____.

Medical Director of licensed EMS provider:

If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project**. [No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: _____

Print/Type: Name of Director _____

FL Med. Lic. No. _____

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

6. Certification: My signature below certifies the following:

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by Brevard County. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening of the application by Brevard County.

I accept in the best interests of the State, Brevard County reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.

The budget shall not exceed the department approved funds for those activities identified in the notification letter. The applicant cannot propose to use grant funds to supplant or replace any county or other governmental funding source.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.

_____ MM / DD / YY: _____

Signature of Authorized Grant Signer:
(Individual Identified in Item 2 or 3)

7. Justification Summary: Maximum of three pages. Must be double spaced, single side paper. Summary must address all topics listed below.

A) Problem description (Provide a narrative of the problem or need);

B) Present situation (Describe how this grant will impact/improve the current conditions or need);

C) The proposed solution (what will be purchased with the grant funds);

D) The geographic area that will benefit from the grant (Provide a narrative description of the geographic area);

E) The proposed time frames (Provide a list of the time frame(s) for completing this project);

F) Data Sources (Provide a complete list of data source(s) you cite);

G) Statement attesting that the proposal is not a duplication of a previous effort (This project must not duplicate another grant project awarded previously).

Complete only item 8 or 9. Select the one that pertains to the preceding Justification Summary.

8. **Explain how this grant will positively affect provider service or directly affect the ability to improve emergency service.** This may include vehicles, medical and rescue equipment, communications and navigation equipment, dispatch services, and or other items or training that improve on-site treatment, rescue or benefit victims at an emergency scene. For this section you may use up to two pages, double spaced, single side of paper.

9. **Explain how this grant will improve training projects** this includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. For this section you may use up to two pages, double spaced, single side of paper.

A) How many people do you estimate will successfully complete this training in the 12 months after the grant is awarded.

B) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide comparison data for the 12 months **prior** to the training and project what improvement would be realized if awarded the grant.

BUDGET/REIMBURSEMENT REQUEST
EXPENDITURE REPORT

Name of Grantee: _____

Time Period Covered: Award Date: _____ Ending Date: _____

Total Amount Requested $ _____

Major Line Items:	**TOTAL**
Amount Requested: **(Approved Budget Expenditure by Major Line Items)**	$
TOTAL REQUESTED/BUDGETED EXPENDITURES	$

Actual Expenditures (by Major Line Items)	$
TOTAL EXPENDITURES (TO BE REIMBURSED)	$

I certify the above reports are true and correct. Expenditures were made only for items allowed by the grant.

_____ _____

Signature of Contact Person	Date

Application Deadline

All applications must be received no later than January 30, 2026, at 17:00 hours.

RECORDS RETENTION

The grantee shall ensure that grant documentation is made available to the department, or its designee, upon request, **for a period of five (5) years**, unless modified in writing by Brevard County.

DISALLOWED EXPENDITURES

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget including approved change requests or are identified in an existing line item. Any disallowed EMS trust fund grant expenditure will not be reimbursed by the County and any disallowed funds received shall be returned to Brevard County by the grantee within 30 days of Brevard County Fire Rescue's notification. All costs for disallowed items are the responsibility of the grantee.

SUPPLANTING FUNDS

The applicant cannot propose to use grant funds to supplant or replace any county or other governmental funding source.

EXPENDITURE REPORTS

Each grantee shall submit an expenditure report to Brevard County Fire Rescue's Grant Administrator for reimbursement purposes. The report shall include, at a minimum, copies of any training records, a narrative of the activities completed along with copies of any invoices, cancelled checks or like documentation of expenditures. The report shall be submitted by the due date listed in the Notice of Award.

GRANT SIGNATURE

The authorized individual listed on page one of the application shall sign each original application. If this is not possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received. The Brevard County Fire Rescue's Grant Administrator shall receive the signed application no later than the "additional data submission date' listed in the award notice.

RECORDS

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes the "Notice of Grant Award", a copy of the application, the department agreement with the approved budget included and a copy of any approved changes.

REIMBURSEMENT REQUIREMENTS

All expenditures shall be completed within 180 days of the award. Within 90 days of the completion date a Reimbursement request shall be submitted to the **BREVARD COUNTY FIRE RESCUE DEPARTMENT GRANT ADMINISTRATOR**. The report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, and canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff, then a copy of all invoices and payment documents for the training shall also be submitted.

EXPENDITURES

No expenditures may be incurred prior to the grant starting date or after the grant ending date.

Completed applications should be mailed to the following address:

Brevard County Fire Rescue

ATTN: FIRE RESCUE FINANCE OFFICE Timothy

J. Mills Fire Rescue Center

1040 S. Florida Avenue

Rockledge, Florida 32955

RESOLUTION NO. 2026-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 28th day of April 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 055-A

Select Adjustment Type: Budget Amendment | Requesting Department #: 2201-Fire | Date Prepared: 4/15/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 8,529	001-0000-337.20-04	PUBLIC SAFETY / BC EMS GRANT REALITI PLUS		$ 8,529	GR26FR
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 8,529 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 1,000)	001-2201-522.55-00	FIRE CONTROL / TRAINING		($ 1,000)	
$ 1,000	001-2201-522.64-04	MACHINERY&EQUIPMENT/BC EMS GRANT REALITI PLUS		$ 1,000	GR26FR
$ 8,529	001-2201-522.64-04	MACHINERY&EQUIPMENT/BC EMS GRANT REALITI PLUS		$ 8,529	GR26FR
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 8,529 Total					

Reason/Justification for Adjustment:

To accept the Award for the EMS Trust Grant. The Fire department was awarded $8,528.09 to purchase a Realiti 360 Plus training simulator. The cost of the equipment came to 9,528.09, and in order to complete the purchase the department is covering the shortfall from another operating account.
Agenda# 2026-316

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-031

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

Tiffany Bonadio — Digitally signed by Tiffany Bonadio, DN: cn=Tiffany Bonadio, ou=Fire Administration, Date: 2026.04.21 11:28:17 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.04.21 14:17:33 -04'00'
Finance Approval Signature

Finance Director's Signature

Jonathan Lamm — Digitally signed by Jonathan Lamm, DN: cn=Jonathan Lamm, ou=Fire Administration, Date: 2026.04.21 12:47:52 -04'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.04.21 14:24:00 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	April 23, 2026
Agenda Date:	April 28, 2026
File ID:	2026-354
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Resolution 2026-032, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure.

BACKGROUND:

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

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Council previously approved Resolution 2026-028, extending a State of Emergency due to a technological incident affecting the City's critical technological infrastructure on Tuesday, April 21, 2026 for seven days.

RECOMMENDED MOTION:

Approve Resolution 2026-032, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure.

CITY COUNCIL AGENDA ITEM

Memo Date:	April 15, 2026
Agenda Date:	April 28, 2026
File ID:	2026-294
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on second reading of Ordinance 01-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard.

BACKGROUND:

Introduction

This is an applicant-initiated request to annex thirty-six (36) parcels containing 45.26 acres of unplatted, vacant, real property located in unincorporated Brevard County. The subject parcels, the “Annexation Area”, are located generally east of Grissom Parkway, north of Oxbow Circle, and south of Canaveral Groves Boulevard, west of a 375’ Florida Power and Light (FP&L) right-of-way, and more specifically northeast of the intersection of Grissom Parkway and Kleinfeldt Way, as depicted in Exhibit B - Location Map. A list of parcels in the Annexation Area has been provided and further described in the proposed Ordinance, attached hereto as Exhibit A. The southern border of the Annexation Area is contiguous to the northern City of Cocoa boundary.

The property owners are Dale and Lori Morris of Cocoa, Florida. The applicant is Alex Goetz, with KPM Franklin, representing Park Industrial, LLC who is seeking to purchase, combine the 36 parcels into one parcel, and develop the aggregated property as an industrial complex with warehouse and distribution operations and contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales (See Attachments 9 and 10 for Concept Plan and Example Photos).

The impetus of this annexation request is that the Annexation Area is within the City of Cocoa wastewater utility service area, connection to which any new development will require. Pursuant to the City of Cocoa Code, Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers, any non-city property that requires City of Cocoa wastewater service and is contiguous to the City Boundary, must be annexed into the City.

This report demonstrates that the City can provide the needed public facilities and services to the Annexation Area in the same manner as such services are provided within the rest of the City of Cocoa. Said area is suitable for development for urban purposes.

Analysis - Compliance with Florida Statutes

This report was prepared pursuant to Section 171.044 of the Florida Statutes regarding Voluntary Annexation, and sets forth the plans to annex the subject parcels.

There are no registered electors in the Annexation Area, and therefore no referendum on annexation is required by Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required prior to final adoption of the annexation ordinance. The subject parcels in the Annexation Area are under the shared ownership of the married couple Dale and Lori Morris, representing 100% of the parcels. The applicant provided a “Petition for Voluntary Annexation” and an “Designation of Agent Affidavit Authorization” form signed by the owners authorizing the applicant to apply on their behalf, prior to the first reading of this ordinance. Said area is “compact” as defined by F.S., Section 171.031, is situated in a single area and does not create enclaves, pockets, or finger areas in serpentine patterns.

This area is in Brevard County Commission District #1, which is currently represented by Commissioner Katie Delaney. The Annexation Area is contiguous to City Council District #3, which is represented by City Councilmember Patricia Weeks.

Current and Proposed Zoning and Future Land Use

The current County Zoning and Future Land Use for the entire Annexation Area are General Use (GU) and Residential 4 (RES4), respectively. The County GU designation covers rural residential, unimproved land, and areas without specific development trends; the RES4 allows for 4 dwelling units per acre.

General Land Use Pattern

	Current Use	Zoning	Future Land Use	Density/Intensity
Subject Property	Vacant	County GU	County Residential 4	4 du/1 acre
Surrounding Uses				
North (County)	Vacant	County GU	County Residential 4	4 du/1 acre
East (County)	Vacant	County GU	County Residential 4	4 du/1 acre
South (City of Cocoa)	Industrial	City of Cocoa M-2	City of Cocoa Industrial	1.5 FAR
West (County)	Vacant & Institutional	County GU & IN(L)	County Community Commercial & Residential 4	4 du/1 acre

The annexation of property into the City requires both a zoning and future land use designation. The applicant is seeking the Zoning category of Manufacturing and Industrial (M-2), and an Industrial (IND) Future Land Use for the purposes of developing an industrial complex and distribution center, as described above. On April 01, 2026, the applicant's requests for a Zoning Map Amendment, Ordinance No. 03-2026 (ZMA), and a Future Land Use Map / Comprehensive Plan Amendment, Ordinance 02-2026 (CPA), were presented before the Planning and Zoning Board. The Planning and Zoning Board recommended APPROVAL by City Council to approve the ZMA and CPA, conditioned upon the approval of the annexation. The annexation, ZMA and CPA must both be approved by two readings before City Council. On April 14, 2026, City Council approved the first reading of Ordinance 01-2026 and its companion ordinances 02-2026 and 03-2026.

(Note: Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning will remain in effect until the City of Cocoa adopts the comprehensive plan amendment for the annexed area. Refer to Exhibit C – Existing Zoning Map, Exhibit D – Proposed Zoning Map, Exhibit E – Existing Future Land Use Map, and Exhibit F – Proposed Future Land Use Map).

Advertisement and Notification

Pursuant to F.S. Section 171.044, the Brevard County Board of County Commissioners was notified ten (10) days prior to the first publishing of the required legal ad in the newspaper. The ad was published fourteen (14) days and seven (7) days prior to this first hearing, the affidavits for which are provided with this report. There were no responses, complaints, or inquiries to either the legal ads or the letters that were sent.

ANALYSIS – Utilities and Infrastructure

What follows is a brief description of how the City of Cocoa will provide each of the needed urban services to the Annexation Area.

Current and Potential Service Providers

Service	**Current Service Providers (Brevard County)**	**Potential Service Providers (City of Cocoa)**
Potable Water	None	City of Cocoa Utilities
Wastewater	None	City of Cocoa Utilities
Reclaimed Water	None	City of Cocoa Wastewater Reclamation
Electric Service	None	Florida Power and Light

Solid Waste	None	City of Cocoa/Waste Management
Stormwater	None	City of Cocoa (plans review)
Police	Brevard County Sheriff's Office	City of Cocoa Police Department
Fire	Brevard County Fire Department	City of Cocoa Fire Department

Potable Water: Being vacant, undeveloped property, the Annexation Area is not currently served by Brevard County Utilities or the City of Cocoa Utilities. However, potable water and sanitary sewer lines are already located adjacent to the site, and the City has confirmed adequate capacity for both services, with any on-site connections funded by the applicant.

Wastewater: Being vacant, undeveloped property, the Annexation Area is not currently served by Brevard County Utilities or the City of Cocoa Utilities. There is an existing 12" sewer main along the east side of Grissom, and the City has confirmed adequate capacity for wastewater service, with any on-site connections funded by the applicant.

Reclaimed Water: Being vacant, undeveloped property, the Annexation Area is not currently served by Brevard County or the City of Cocoa for reclaimed water. There is currently a 12" reclaimed water line on the east side of Grissom Parkway that terminates just south of Kleinfeldt Way. There is the possibility of bringing reclaimed water to the Annexation Area. The availability will ultimately depend on the sizing and location of the line and meter, and the future development's requirements. However, there are several options to supplement for irrigation if reclaimed service would end up not being available.

Electric Service: Florida Power & Light is the provider for electric services in this area. Therefore, if annexed, the area would be served by Florida Power & Light.

Solid Waste: Being vacant property, the Annexation Area does not currently receive garbage collection services. Upon annexation, the private solid waste contractor for the City of Cocoa, Waste Management, will provide service to this area.

Stormwater Management: Stormwater will be fully managed on-site consistent with City and SJRWMD requirements, requiring little to no City investment, and therefore will not require stormwater management from the City of Cocoa Public Works, Stormwater Division. There are drainage swales on each side of the existing Kleinfeldt way, which is a County-maintained right of way. At the time of site plan submittal, the City of Cocoa will review the site development plans to ensure compliance with City stormwater design requirements.

Traffic and Access: The site will be accessed from Grissom Parkway, by Kleinfeldt Way. Kleinfeldt Way is a County owned and maintained road for approximately 725 feet and the remaining approximately 1400 feet are right-of-way easements dedicated to the County.

The applicant will coordinate with the County for construction and maintenance responsibility. No roadway LOS deficiencies are anticipated though a complete traffic analysis will be required at the site plan stage.

Police Protection: The Annexation Area is located in the Brevard County Sheriff Department's jurisdiction for crime prevention and police protection services. Upon annexation, the City of Cocoa Police Department has indicated that they would be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources. The annexation would become part of the City of Cocoa Police Department's law enforcement jurisdiction.

Fire Protection: The Annexation Area is currently served by the Brevard County Fire Department for fire prevention and protection services. Brevard County's Fire Station No. 29 (3950 Canaveral Groves Blvd), located 1.8 miles from the intersection of 4500 Block of Grissom Parkway. Back-up service is provided by Cocoa Fire Department Engine 33 (3505 FL-524), located 3.4 miles from the same intersection, that currently provides ALS (Advanced Life Support) as well as fire protection and prevention service to the area. Upon annexation, the Annexation Area will be subject to the City of Cocoa's levy of an annual fire special assessment to fund all, or part of the fire protection services and facilities afforded by the City of Cocoa to properties located within the jurisdictional limits of the City of Cocoa. The current Rate Schedule for Fiscal Year 2020 (October 1, 2025 - September 30, 2026).

Upon annexation, the City of Cocoa's Fire Station No. 3 (3505 SR 524), located 3.4 miles from the intersection of the 4500 Block of Grissom Parkway, will serve as the primary station. Back-up service will be provided by City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd.), located 5.1 miles from the same intersection and Brevard County's Fire Station No. 29 (3950 Canaveral Groves Blvd), located 1.8 miles from the intersection of 4500 Block of Grissom Parkway. All stations will provide ALS services and fire prevention and protection services.

Brevard County and the City of Cocoa currently operate under an Automatic Aid Agreement for ALS services, therefore the existing level of emergency rescue services will be maintained. C.F.R 1910 requires two firefighters outside a structure when any team of firefighters enters a smoke-filled structure. NFPA 1710 requires adequate firefighting personnel on scene prior to fire ground interior operations. These two mandates essentially require that initial and back-up units arrive on scene to provide safe and effective fire scene operations. Therefore, the City of Cocoa is, for all intents and purposes, in a better position to provide fire prevention and protections services due to the closer proximity of back-up resources.

Upon Council approval, property owner(s) would remain responsible for fire assessment, stormwater fees (if applicable), including solid waste once the subject property is developed; the applicant will pay Brevard County solid waste disposal fees. They will receive a benefit for being inside the City for any water consumption by 10% of the consumption cost.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
April 01, 2026: Planning and Zoning Board recommended that City Council APPROVE WITH CONDITIONS, related Ordinance 02-2026 for the Future Land Use Map / Comprehensive Plan Amendment to change the future land use of the subject parcels from County Residential-4 (RES4) to City of Cocoa Industrial (IND); and to APPROVE WITH CONDITIONS companion Ordinance 03-2026, the Zoning Map Amendment to change the zoning of the subject parcels from County General Use (GU) to City of Cocoa Manufacturing and Industrial (M-2).

April 14, 2026: City Council APPROVED Ordinance 01-2026 of the City Council of the City of Cocoa; annexing approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard.

RECOMMENDED MOTION:
Staff requests City Council APPROVE on second reading of Ordinance 01-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.

Annexation Application

City Manager's Office
Planning and Zoning
603 Brevard Avenue
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
E-mail: cocoaplanning@cocoafl.gov
Web: http://www.cocoafl.gov

Date November 19, 2025 Application # _____
(To be completed by Staff)

For assistance in completing **ANY** part of this application or providing supplemental items, please contact the Planning and Zoning Division.

1. **Requested hearing date:** January 7, 2026
(For a schedule of dates, please contact the P&Z Division)

2. **Applicant/Agent Information:** Alex Goetz, P.E.

Name and Signature: ALEX GOETZ
Company (if applicable): KPM Franklin
Mailing Address: 6300 Hazeltine National Drive Suite 1800
City: Orlando State: FL Zip Code: 32822
Phone #: 407-994-4453 Fax #: _____
Mobile #: _____ E-mail: agoetz@kpmfranklin.com

3. **Property Owner Information:** Dale L Morris, Lori L Morris

Name/Company and Signature: Dale Morris
Mailing Address: 5018 DUSON WAY
City: ROCKLEDGE State: FL Zip Code: 32955
Phone #: _____ Fax #: _____
Mobile #: _____ E-mail: _____

4. **Property Information (attach legal description to application):**

Address/General Location: Please refer to attached maps and PID information (all lots highlighted in blue)
Parcel/Tax ID: ☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐☐.☐-☐☐☐☐.☐☐
(Note: If there are two or more lots/parcels or portions, please include additional information on separate sheets.)
Land Area: 1,829,520 +/- sq.ft. 42.01+/- acre

Current **County** Future Land Use Designation: Residential 4 (4 Units per Acre)

Current **County** Zoning District Classification: General Use (GU)

Existing use(s) of the subject property: Vacant Land

Proposed **City** Future Land Use Designation: Industrial

Proposed **City** Zoning District Classification: MU-2

Proposed Use(s) of the Site: warehouse and distribution operations and contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales

Estimated Total Value of Project: $ 60M+ Estimated Number of Construction Jobs: 100+

Estimated Number of Employees: 600-1250 Estimated Completion Date: 12-18 months

5. This application is almost complete. Please review the following checklist of items that need to be submitted:

- ☑ Completed application.
- ☑ Proof of ownership: A copy of the last recorded warranty deed or other proof of ownership of the affected property is required.
- ☑ Letter of authorization (if applicable): A letter of authorization or agent affidavit is required if the applicant is other than the owner(s) of the property. Please note that each property owner must complete a separate copy of the attached Letter of Authorization Form on Page 3 of 4 or other suitable documentation to allow the agent to act upon his/her behalf.
- ☑ Corporate documents: If the applicant/agent is representing a company, corporation, or organization, articles of incorporation or other suitable corporate documents are required.
- ☐ Proposed elevations, artistic impressions, etc. (recommended, but not required).
- ☑ Certified boundary survey.
- ☑ Legal description.
- ☑ Notarized *Petition for Voluntary Annexation* form (on Page 4).

Public Hearing Dates and Deadlines:

6. Before submitting this application, **please make a copy** for your reference. It is recommended that the applicant submit a completed application and all supplemental items before the deadline to obtain any outstanding information before processing the application. Failure to provide all required items in a timely manner may delay the review process and hearing date, where applicable.

7. Please submit this application via email to the Planning and Zoning Division and make payment over the phone by calling (321) 433-8501 or by mailing a check to the following address:

City of Cocoa
Planning and Zoning Department
65 Stone St
Cocoa, Florida 32922

DESIGNATION OF AGENT AFFIDAVIT
AUTHORIZATION TO ACT AS APPLICANT
BEFORE THE
BOARD OF ADJUSTMENT/ PLANNING AND ZONING BOARD
LOCAL PLANNING AGENCY/ CITY COUCIL

DATE: 1/26/26

Before me, the undersigned authority personally appeared Dale L Morris who being by me duly sworn on oath, deposes and says:

1. That Dale L Morris is the fee-simple owner of the property legally described in this Petition/Application for Annexation (hereinafter, the "Owner").

2. That Owner desires approval of this Petition to allow the annexation of:

   Property located off Grissom Parkway parcel ID list attached
   [Description of real property].

3. That Owner has appointed Alex Goetz of KPM Franklin [Corporate or Business Entity] to act on his or her behalf in all respects to accomplish the above and to execute any documents necessary to affect the application and to appear on his or her behalf before any administrative or legislative body in the City considering this application.

4. That Owner understands that irrespective of the appointment of an agent, the Owner shall be required to comply with all ordinances, regulations, and provisions of the City of Cocoa, Florida.

SIGNATURE Dale Morris
(Signature of Owner)

Printed Name: Dale Morris

By Its: _____

Sworn to and subscribed before me by means of ✓ **physical presence or** ___ **online notarization, this** 27 **day of** January, 2026 **by** Dale Morris.

NOTARY PUBLIC,
STATE OF FLORIDA
Commission Number:
Expiration Date:

AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
Bonded through National Notary Assn.

(Signature of Notary Public)

PETITION FOR VOLUNTARY ANNEXATION

The undersigned petitioners, being the owner(s) of the described real property situated in an unincorporated area of Brevard County, Florida, which is contiguous to the present boundaries of the City of Cocoa, Florida, do hereby petition the City of Cocoa, Florida, to annex said property into the corporate limits of the City of Cocoa, pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, to wit:

Subject Property Description: Tax Parcel Identification Number Please refer to attached map and chart depicting properties **, located in unincorporated Brevard County, generally at** Grissom Parkway and Al Kleinfeldt Way .
Address (if available): _____.
Legal Description as attached.

Petitioner(s) further acknowledge and agree as follows:

(1) Petitioner is the owner of the Subject Property and, if a corporation, limited liability company, trust, or other entity, is duly authorized to enter into transactions on behalf of, or otherwise act for or bind, the entity, and that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Subject Property to the terms and conditions herein stated.

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa, Florida, this Petition shall be irrevocable, and shall constitute an unconditional, continuous, and perpetual request to annex the Subject Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Subject Property.

(3) The City Council shall have the discretion to annex the Subject Property at such time as the City deems the Subject Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Subject Property. Further, the City shall have the right to annex the Subject Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Subject Property is annexed into the City, Petition understands that they will be subject to all of the existing and future laws, rules, and regulations which presently and from time to time in the future may be in effect within the City of Cocoa. The Subject Property shall be given a future land use designation and zoned under the Zoning Ordinance and Land Development Regulations of the City of Cocoa in accordance with law.

(5) This Petition shall be binding upon the parties, their successors, assignees, and legal representatives. The City of Cocoa shall have the right to record this Petition in the Official Records of Brevard County, Florida.

Further, the undersigned Petitioner(s) hereby certify that they have read and examined all of the statements and allegations in the foregoing Petition and Annexation Application on file with the City of Cocoa, including attachments, and after being duly sworn, depose and say that such statements are correct, complete, true, and voluntarily made with full knowledge thereof.

SIGNATURE Dale Morris
(Signature of Owner)

TITLE: _____

Sworn to and subscribed before me by means of ✓ **physical presence or** ___ **online notarization this** 27 **day of** January, 2026, **by** Dale Morris.

NOTARY PUBLIC,
STATE OF FLORIDA
Commission Number:
Expiration Date:

(Signature of Notary Public)

AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
Bonded through National Notary Assn.

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Rezone and Comprehensive Plan Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

24-35-01-25-12-6

24-35-01-25-12-5

24-35-01-25-12-4

24-35-01-25-12-3

STATE OF Florida COUNTY OF Brevard.

I, Dale L Morris of _____ being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Alex Goetz of KPM Franklin to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

Dale L. Morris
(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

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STATE OF FLORIDA, COUNTY OF BREVARD

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Rev. 4-30-09

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24-35-01-25-12-20

24-35-01-25-12-21

24-35-01-25-12-22

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24-35-01-25-12-23

24-35-01-25-12-24

24-35-01-25-12-25

24-35-01-25-12-7

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24-35-01-25-13-2

24-35-01-25-13-1

24-35-01-25-12-18

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24-35-01-25-13-7

24-35-01-25-13-6

24-35-01-25-13-5

24-35-01-25-13-4

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24-35-01-25-13-20

24-35-01-25-13-21

24-35-01-25-13-22

24-35-01-25-13-23

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24-35-01-25-13-25

24-35-01-25-13-9

24-35-01-25-13-8

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24-35-01-25-14-4

24-35-01-25-14-3

24-35-01-25-13-18

24-35-01-25-13-19

STATE OF Florida COUNTY OF Brevard.

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24-35-01-25-14-9

24-35-01-25-14-8

24-35-01-25-14-7

24-35-01-25-14-5

STATE OF Florida COUNTY OF Brevard.

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(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

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Rev. 4-30-09

DESIGNATION OF AGENT AFFIDAVIT
AUTHORIZATION TO ACT AS APPLICANT
BEFORE THE
BOARD OF ADJUSTMENT/ PLANNING AND ZONING BOARD
LOCAL PLANNING AGENCY/ CITY COUCIL

DATE: 1/26/26

Before me, the undersigned authority personally appeared Lori Morris who being by me duly sworn on oath, deposes and says:

1. That Lori Morris is the fee-simple owner of the property legally described in this Petition/Application for Annexation (hereinafter, the "Owner").

2. That Owner desires approval of this Petition to allow the annexation of:

   Property located off Grissom Parkway parcel ID list attached
   [Description of real property].

3. That Owner has appointed Alex Goetz of KPM Franklin [Corporate or Business Entity] to act on his or her behalf in all respects to accomplish the above and to execute any documents necessary to affect the application and to appear on his or her behalf before any administrative or legislative body in the City considering this application.

4. That Owner understands that irrespective of the appointment of an agent, the Owner shall be required to comply with all ordinances, regulations, and provisions of the City of Cocoa, Florida.

SIGNATURE _____
(Signature of Owner)

Printed Name: LORI MORRIS

By Its: _____

Sworn to and subscribed before me by means of ✓ physical presence or ___ online notarization, this 27 **day of** January, 2026, **by** Lori Morris.

NOTARY PUBLIC,
STATE OF FLORIDA
Commission Number:
Expiration Date:

_____
(Signature of Notary Public)

AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
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PETITION FOR VOLUNTARY ANNEXATION

The undersigned petitioners, being the owner(s) of the described real property situated in an unincorporated area of Brevard County, Florida, which is contiguous to the present boundaries of the City of Cocoa, Florida, do hereby petition the City of Cocoa, Florida, to annex said property into the corporate limits of the City of Cocoa, pursuant to and in accordance with the provisions of Chapter 171, Florida Statutes, to wit:

Subject Property Description: Tax Parcel Identification Number Please refer to attached map and chart depicting properties **, located in unincorporated Brevard County, generally at** Grissom Parkway and Al Kleinfeldt Way .
Address (if available): _____.
Legal Description as attached.

Petitioner(s) further acknowledge and agree as follows:

(1) Petitioner is the owner of the Subject Property and, if a corporation, limited liability company, trust, or other entity, is duly authorized to enter into transactions on behalf of, or otherwise act for or bind, the entity, and that all corporate or entity actions required to be accomplished to authorize the action taken herein have, in fact, been taken, and that the City shall have the right to rely on the Petitioner's signature ascribed below as obligating the Petitioner and the Subject Property to the terms and conditions herein stated.

(2) Upon acceptance of this Petition by the City Council of the City of Cocoa, Florida, this Petition shall be irrevocable, and shall constitute an unconditional, continuous, and perpetual request to annex the Subject Property into the municipal limits of the City of Cocoa that will be fulfilled only when the City has taken final action to annex the Subject Property.

(3) The City Council shall have the discretion to annex the Subject Property at such time as the City deems the Subject Property is suitable for annexation in accordance with law. However, this Petition shall not obligate the City to annex the Subject Property. Further, the City shall have the right to annex the Subject Property by using any applicable annexation procedure set forth in Chapter 171, Florida Statutes, as may be amended.

(4) At such time the Subject Property is annexed into the City, Petition understands that they will be subject to all of the existing and future laws, rules, and regulations which presently and from time to time in the future may be in effect within the City of Cocoa. The Subject Property shall be given a future land use designation and zoned under the Zoning Ordinance and Land Development Regulations of the City of Cocoa in accordance with law.

(5) This Petition shall be binding upon the parties, their successors, assignees, and legal representatives. The City of Cocoa shall have the right to record this Petition in the Official Records of Brevard County, Florida.

Further, the undersigned Petitioner(s) hereby certify that they have read and examined all of the statements and allegations in the foregoing Petition and Annexation Application on file with the City of Cocoa, including attachments, and after being duly sworn, depose and say that such statements are correct, complete, true, and voluntarily made with full knowledge thereof.

SIGNATURE _____
(Signature of Owner)

TITLE: _____

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24-35-01-25-12-6

24-35-01-25-12-5

24-35-01-25-12-4

24-35-01-25-12-3

STATE OF Florida COUNTY OF Brevard

I, Lori Morris of _____ being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

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Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced _____

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LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Rezone and Comprehensive Plan Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

24-35-01-25-14-4

24-35-01-25-14-3

24-35-01-25-13-18

24-35-01-25-13-19

STATE OF Florida COUNTY OF Brevard.

I, Lori Morris of _____ being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Alex Goetz of KPM Franklin to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
Bonded through National Notary Assn.

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 27 day of January, 2026

Rev. 4-30-09

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Rezone and Comprehensive Plan Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

24-35-01-25-14-9

24-35-01-25-14-8

24-35-01-25-14-7

24-35-01-25-14-5

STATE OF Florida COUNTY OF Brevard

I, Lori Morris of _____ being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Alex Goetz of KPM Franklin to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

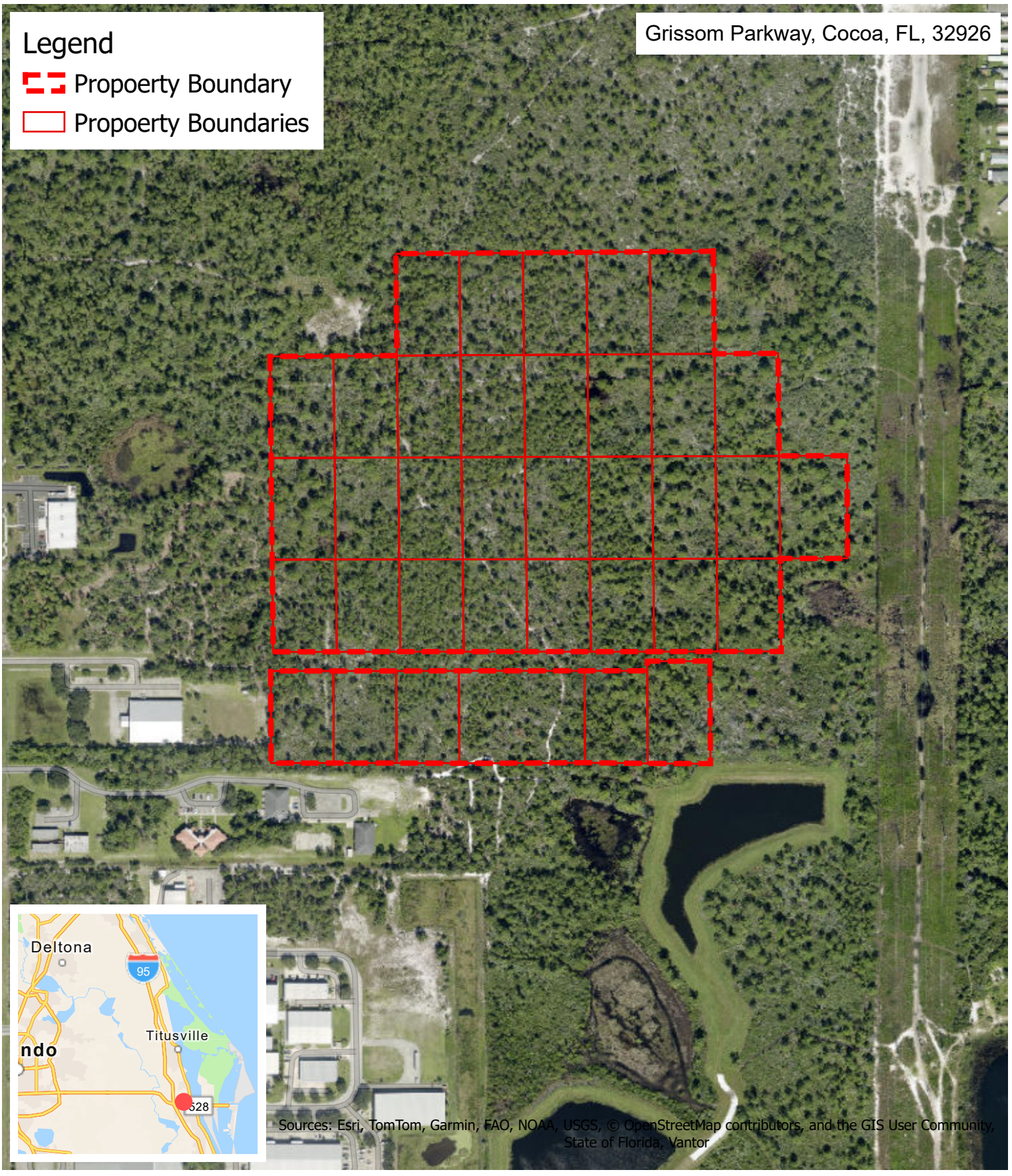
AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
Bonded through National Notary Assn.

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 21 day of January, 20 26

Rev. 4-30-09



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

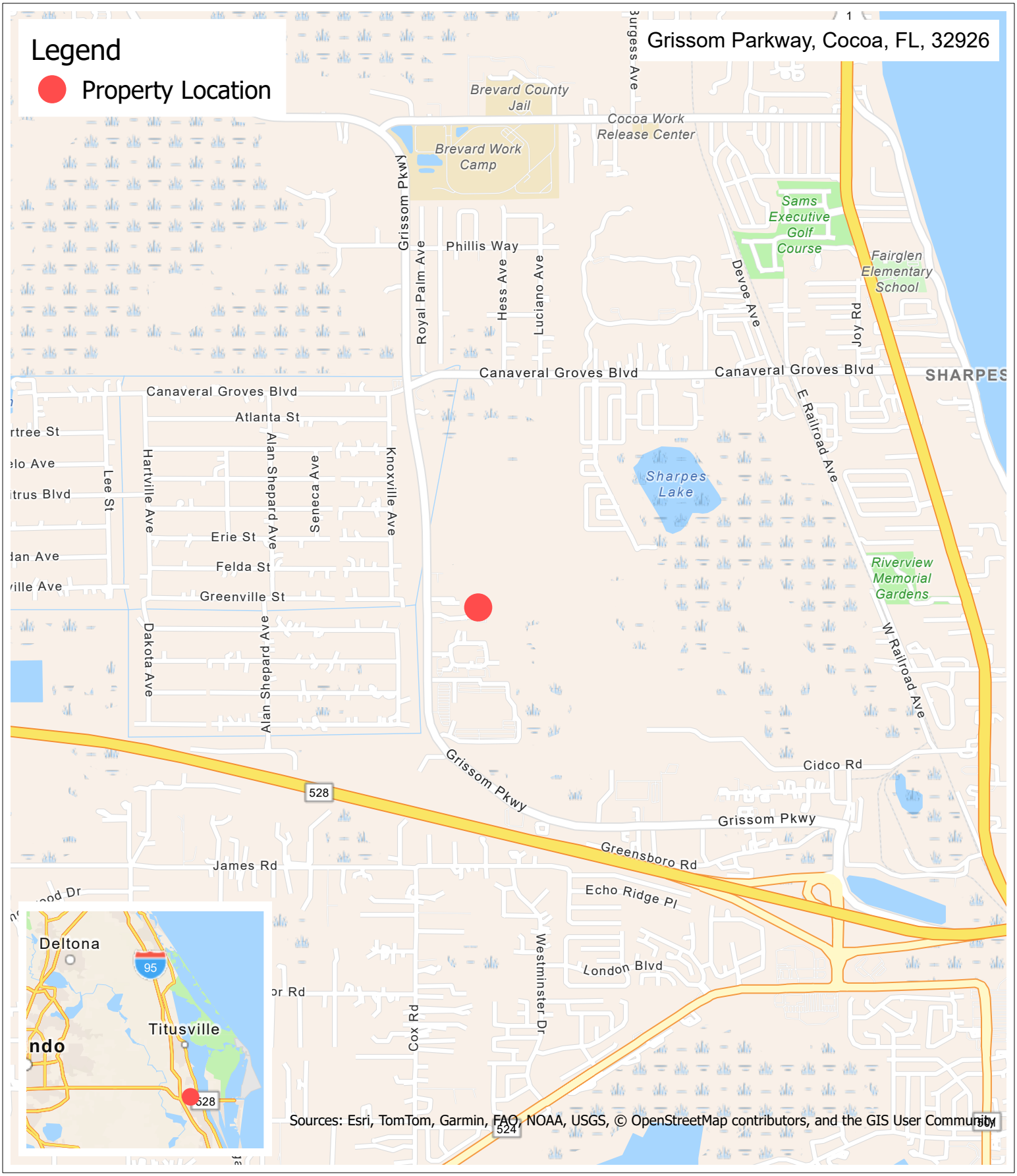
Brevard County, Florida

2024 Aerial Map

FIGURE - A2 | Mar 26, 2026

N
W E
S

400
Feet



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

Brevard County, Florida

Location Map

FIGURE - A1 | Sep 4, 2025

N
W
E
S

0.5
Miles

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF
A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA
NOT VALID WITHOUT ALL SHEETS

LEGAL DESCRIPTION:

CHICAGO TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NUMBER: 27908
COMMITMENT DATE: OCTOBER 22, 2025 @ 11:00 AM

PARCEL 1:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.

ALSO KNOWN AS TRACT 3, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 2:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. ALSO KNOWN AS TRACT 4, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 3:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 5, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 4:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 6, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 5:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 7, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

*PARCEL 6:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 18, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 7:
THE EAST 175 FEET OF THE WEST 1080 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 19, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 8:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 LESS THE SOUTH 30 FEET THEREOF OF THE SW 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 20, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 9:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 21, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 10:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SW 1/4 LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 22, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 11:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 14 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 23, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 12:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 24, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 13:
THE EAST 175 FEET OF THE WEST 2130 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 25, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 15:
THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET AND THE EAST 30 FEET FOR ROAD, AND LESS THE WEST 2130 FEET, THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 1, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 16:
THE EAST 175 FEET OF THE WEST 2130 FEET FOR THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 2, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 17:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 3, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 18:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 4, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 19:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 5, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 20:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 6, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 21:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 7, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 22:
THE EAST 175 FEET OF THE WEST 1080 OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 8, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 23:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 9, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 24:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 18, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 25:
THE EAST 175 FEET OF THE WEST 1080 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 19, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 26:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 20, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 27:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 21, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 28:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 22, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 29:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 23, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 30:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 24, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 31:
THE EAST 175 FEET OF THE WEST 2130 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 25, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 32:
THE EAST 173 FEET OF THE WEST 1933 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.

ALSO KNOWN AS TRACT 3, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 33:
THE EAST 173 FEET OF THE WEST 1760 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET AND LESS THE SOUTH 50 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 4, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 34:
THE EAST 173 FEET OF THE WEST 1587 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 5, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

AND

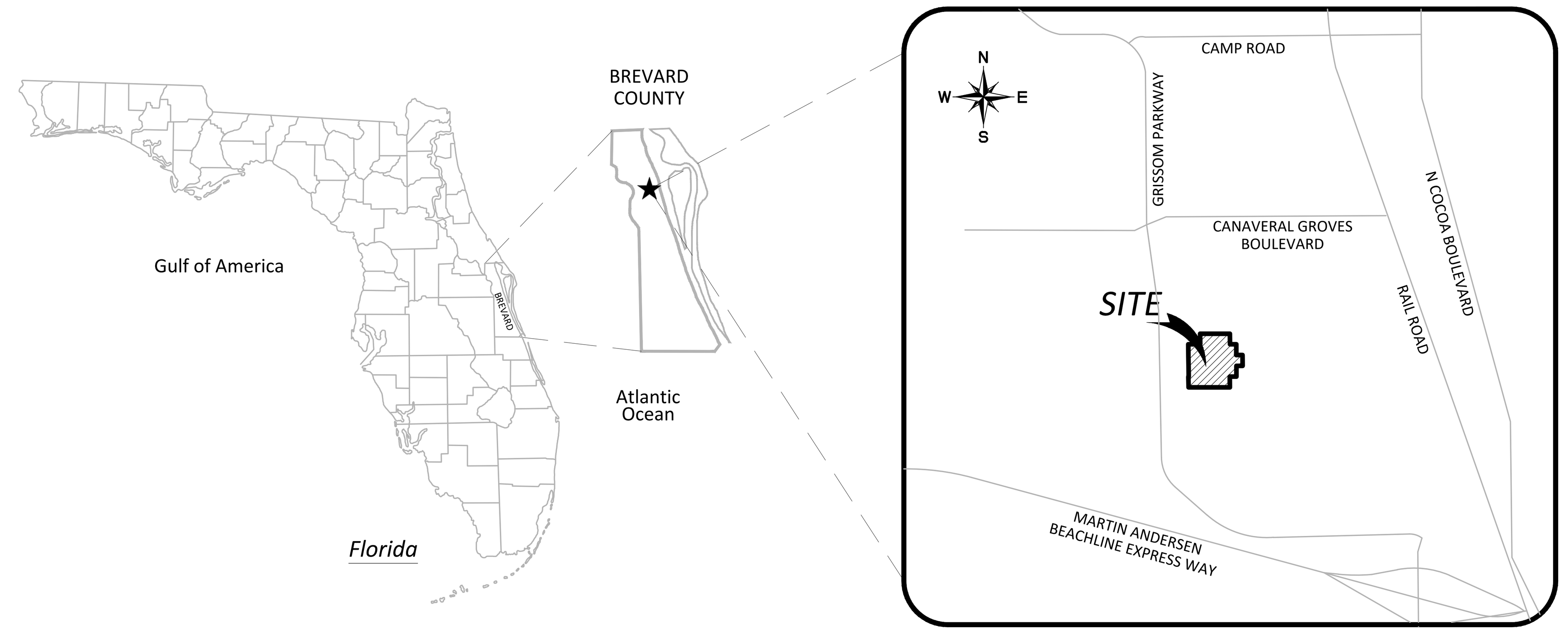
THE EAST 173 FEET OF THE WEST 1414 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 6, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 35:
THE EAST 173 FEET OF THE WEST 1241 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 7, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 36:
THE EAST 173 FEET OF THE WEST 1068 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 8, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 37:
THE EAST 173 FEET OF THE WEST 895 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 9, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

*APPARENT SCRIVENER'S ERROR FOUND FOR PARCEL 6. ORB 9732, PAGE 2204 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FL READS AS FOLLOWS: "THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LESS ..."



VICINITY MAP

LEGAL DESCRIPTION:

(SURVEYOR'S DESCRIPTION)

A PORTION OF A PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0°22'47" WEST, 633.18 FEET, TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID EAST LINE NORTH 89°55'46"WEST, 182.35 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47"EAST, 286.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 89°57'51"WEST, 1,400.29 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 919.94 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89°55'46" EAST, 349.79 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 874.48 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°43'30" EAST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET; TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 00°22'47" EAST, 316.19 FEET, TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET TO A POINT SITUATE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 MARKED BY A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, ALONG SAID EAST LINE, SOUTH 0°22'47" EAST, 316.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,618,336 SQUARE FEET, 37.15 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 1, NORTH 89°57'51" WEST, 377.32 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID SOUTH LINE NORTH 89°57'51" WEST, 1,211.10 FEET TO A 5/8" IRON ROD AND CAP "LB 6544";THENCE, DEPARTING SAID SOUTH LINE NORTH 0°47'28" WEST, 286.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLINEFELDT RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 3589, PAGE 3866 MARKED WITH A 5/8"IRON ROD & CAP STAMPED "LB6544";THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 88°09'55" EAST, 8.33 FEET; THENCE, SOUTH 89°57'51" EAST, 1,031.82 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 0°22'47" WEST, 30.00 FEET TO A TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°57'51" EAST, 173.01 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47" EAST, 317.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605" ALSO BEING THE P**OINT OF BEGINNING.**

CONTAINING 353,239 SQUARE FEET, 8.11 ACRES, MORE OR LESS.

ALTA/NSPS TABLE A ITEMS:

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(SHOWN ON MAP OF SURVEY)**
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(SHOWN ON MAP OF SURVEY)**
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **(SEE SURVEYOR'S REPORT NUMBER 12)**
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(AS SHOWN HEREON)**
6. (a) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
   (b) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
7. (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDING ON SUBJECT PARCELS AT TIME OF SURVEY)**
   (b) SQUARE FOOTAGE OF:
   (1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDING ON SUBJECT PARCELS AT TIME OF SURVEY)**
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(NONE FOUND AT TIME OF SURVEY)**
9. NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS, AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NONE FOUND AT TIME OF SURVEY)**
11. EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.IV.) AS DETERMINED BY:
   (a) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION) **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(SHOWN ON MAP OF SURVEY)**
16. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (**NONE FOUND AT TIME OF SURVEY)**
18. PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR. **(SHOWN ON MAP OF SURVEY)**

SCHEDULE B-II ITEMS:

CHICAGO TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NUMBER: 27908
COMMITMENT DATE: OCTOBER 22, 2025 @ 11:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. **(NONE KNOWN BY THIS SURVEYOR)**
2. TAXES AND ASSESSMENTS FOR THE YEAR 2026 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(NONE KNOWN BY THIS SURVEYOR)**

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NONE KNOWN BY THIS SURVEYOR)**

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. **(NONE KNOWN BY THIS SURVEYOR)**
6. CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE SURVEY OF CANAVERAL GROVES SUBDIVISION, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. **(AFFECTS, SHOWN ON MAP OF SURVEY)**
7. RIGHTS AND CONDITIONS OF INGRESS AND EGRESS BY MEANS OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1646, PAGE 130 (ALL PARCELS. **(AFFECTS, SHOWN ON MAP OF SURVEY)**
8. SUBJECT TO DRAINAGE AND CANAL EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1733, PAGE 1012 (ALL PARCELS). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
9. AFFIDAVIT REGARDING UNRECORDED MAP RECORDED IN OFFICIAL RECORDS BOOK 1899, PAGE 449 (ALL PARCELS). **(AFFECTS, NOTHING GRAPHICAL TO DEPICT)**
10. SUBJECT TO RIGHTS OF OTHERS TO USE THE EASEMENTS AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1611, PAGE 905; OFFICIAL RECORDS BOOK 3055, PAGE 4394; OFFICIAL RECORDS BOOK 3071, PAGE 2638; OFFICIAL RECORDS BOOK 4828, PAGE 588 AND OFFICIAL RECORDS BOOK 6745, PAGE 2175 (PARCEL17). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
11. SUBJECT TO RIGHTS OF OTHERS TO USE EASEMENTS AS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1611, PAGE 897, 898, 900 AND 901; OFFICIAL RECORDS BOOK 5414, PAGE 808, 809, 810 AND 811 AND OFFICIAL RECORDS BOOK 5608,PAGE 2318, 2320, 2322 AND 2324 (PARCELS 3, 4, 9, 10). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
12. QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6283, PAGE 2120 (AS TO PARCELS 24 AND 36). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
13. FINAL JUDGMENT QUIETING TITLE RECORDED IN OFFICIAL RECORDS BOOK 6205, PAGE 1778 AND OFFICIAL RECORDS BOOK 6207, PAGE 2537 (AS TO PARCELS 26, 27, 33 37). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
14. RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS. **(NOT A SURVEY MATTER**
15. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS OR LITTORAL RIGHTS IS NOT INSURED. **(NOT A SURVEY MATTER)**

SYMBOLS LEGEND:

- BENCHMARK
- (1) SCHEDULE B-II EXCEPTION
- FIRE HYDRANT
- WATER VALVE
- CATCH BASIN
- MITERED END SECTION

HATCH LEGEND:

- ASPHALT SURFACE
- CONCRETE SURFACE
- EASEMENT AREAS

THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

SURVEYOR'S REPORT:

1. PLAT BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO CANAVERAL GROVES SUBDIVISION SURVEY BOOK 2 PAGE 58, FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. FIELD BEARINGS AND DISTANCES ARE BASED ON STATE PLANE GRID. THE BEARING BASE IS ALONG THE MONUMENTED WEST LINE OF SUBJECT PROPERTY. (BEARING BASE: N0°43'30"W)
3. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY AN ALTA/NSPS LAND TITLE SURVEY. THE REQUIREMENTS FOR AN ALTA/NSPS LAND TITLE SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2021).
4. THE ACCURACY STANDARD USED FOR HORIZONTAL CONTROL FOR THIS SURVEY EXCEEDS A MINIMUM RELATIVE DISTANCE OF 1 FOOT IN 10,000 FEET. ("STANDARDS OF PRACTICE (5J-17.051 FAC)" PURSUANT TO SECTION 472.027, FLORIDA STATUTES).
5. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A TOPCON HIPER VR GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   5.1. THE REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON NOVEMBER , 2025.
   5.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   5.3. HORIZONTAL DATA IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
   5.4. HORIZONTAL CONTROL IS BASED ON FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD POINT , PID=69522, (PUBLISHED COORDINATES: NORTHING=1,489585.03', EASTING=724,327.49'), FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ (U.S. SURVEY FOOT).
6. VERTICAL CONTROL IS BASED ON GPS LEVELING UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK.
   6.1. VERTICAL DATA IS BASED ON NAVD (NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT).
   6.2. VERTICAL DATA IS BASED ON NGS POINT DESIGNATED AS I95 73 A82 PID=AK2106 ELEV=23.95'(NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT)
   6.3. TWO TEMPORARY BENCH MARKS WERE SET ON THE SITE. SEE THE MAP OF SURVEY.
7. THE ACCURACY STANDARD USED FOR THE VERTICAL CONTROL FOR THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENT CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC). THE MAXIMUM ERROR OF ACCURACY ALLOWED FOR THIS TYPE OF SURVEY IS 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES (0.05*√1). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION EXCEEDS THIS REQUIREMENT.
8. DISTANCES THAT WERE MEASURED WITH E.D.M. EQUIPMENT HAVE BEEN ADJUSTED FOR TEMPERATURE.
9. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
10. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
11. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
12. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
13. THIS PROPERTY LIES WITHIN ZONES X AND A OF THE CURRENT FEMA FLOOD RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS MAP NUMBER 12009C320H WITH AN EFFECTIVE DATE OF JANUARY 29, 2021.
14. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
15. THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES NOR ENDANGERED SPECIES HABITAT.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE STRICTLY PROHIBITED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
17. MEASUREMENT SHOWN HEREON ARE IN U.S. SURVEY FOOT AND DECIMALS THEREOF.

ABBREVIATIONS LEGEND:

ADJ	ADJUSTED
ALTA	AMERICAN LAND TITLE ASSOCIATION
(C)	CALCULATED DATA
COA	CERTIFICATE OF AUTHORIZATION
CONC	CONCRETE
CLK	CHAINLINK
(D)	DEED DATA
E.D.M.	ELECTRONIC DISTANCE MEASUREMENT
EL/ELEV	ELEVATION
FAC	FLORIDA ADMINISTRATIVE CODE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
G.P.R.	GROUND PENETRATING RADAR
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
ILL	ILLEGIBLE
INV	INVERT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(M)	MEASURED DATA
MES	MITERED END SECTION
NAD	NORTH AMERICAN DATUM
NO.	NUMBER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT DATA
(P-C)	PLAT CALCULATED
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RTK	REAL TIME KINEMATICS
R/W	RIGHT-OF-WAY
SEC	SECTION
S.U.E.	SUBSURFACE UTILITY ENGINEERING
(TYP)	TYPICAL
U.S.	UNITED STATES

PROJECT INFORMATION:

FIELD DATE: 11/03/25
PARTY CHIEF: RF
DRAWN BY: AR
CHECKED BY: MWH
APPROVED BY: MWH
JOB NUMBER: 25-0290.001
DRAWING: 25-0290.001 Grissom Parkway_REV7.dwg
DRAWING DATE: 11/25/25
FIELD BOOK:

SURVEYOR'S CERTIFICATE:

TO: PARK INDUSTRIAL LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 11(a), 13, 16, AND 18.

THE FIELD WORK WAS COMPLETED ON 11/18/2025 (FIELD SURVEY DATE)

DATE OF MAP: 11/25/2025

MITCHEL W. HILL
License Number 7374
STATE OF FLORIDA
Professional Surveyor and Mapper

Digitally signed by Mitchel W Hill
DN: CN=Mitchel W Hill, dnQualifier=A01410C0000018C6A1F8FF7001029AD, O=Florida, C=US
Date: 2026.02.10 14:41:42-05'00'

MITCHEL W. HILL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER LS7374

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. PDF FORMAT COPIES DIGITALLY SIGNED BY THE LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER USING A THIRD PARTY DIGITAL SIGNATURE SERVICE ARE ACCEPTABLE. PAPER COPIES WITHOUT ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE:	DESCRIPTION
10		
9		
8		
7	2-9-26	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
6	2-6-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
5	2-4-26	REVISED INTERIOR PARCEL DISPLAY
4	1-27-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
3	1-22-26	UPDATED LEGAL DESCRIPTION
2	1-21-26	ADDED TREE SAMPLE AREAS
1	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA

REV NO.	DATE:
8	
7	
6	
5	
4	
3	
2	
1	

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO: 1 OF 4	REV: 7

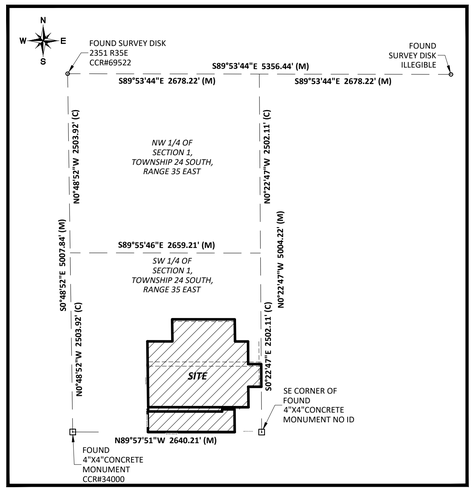
S:\GEOSPATIAL & LAND SURVEYING\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG – 2/10/2026 2:40 PM

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

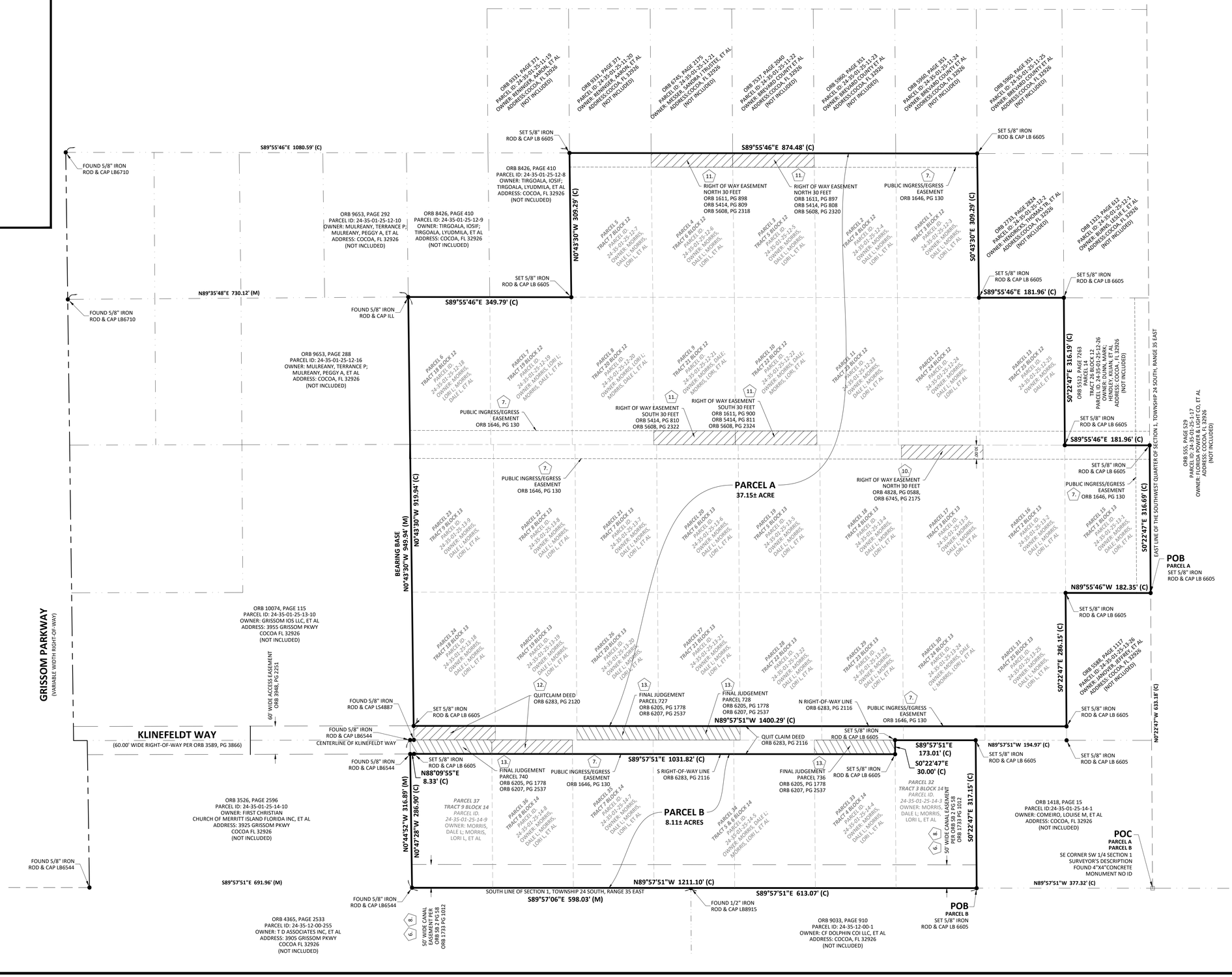
A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

NOT VALID WITHOUT ALL SHEETS



SECTION REFERENCE MAP

SCALE 1"=1000'



THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

S:\GEOSPATIAL & LAND SURVEYING\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG – 2/10/2026 2:41 PM

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE:	
8		
7		
6		
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REV NO.	DATE:	
10		
9		
8	2-9-26	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
7	2-6-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
6	2-4-26	REVISED INTERIOR PARCEL DISPLAY
5	1-27-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
4	1-22-26	UPDATED LEGAL DESCRIPTION
3	1-21-26	ADDED TREE SAMPLE AREAS
2	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA
1		

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION

0 1/2 1

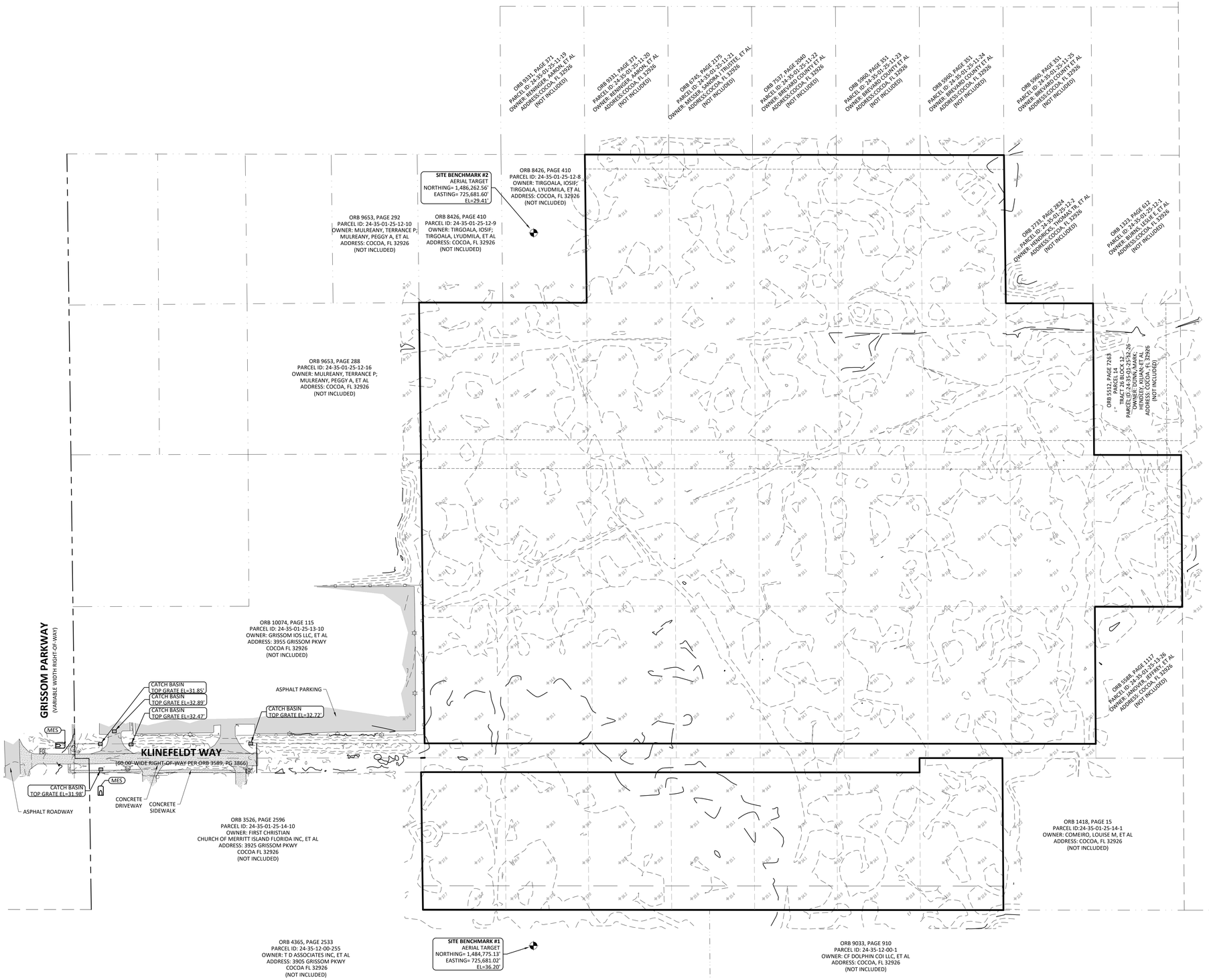
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO: NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	2 OF 4
REV:	7

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA
NOT VALID WITHOUT ALL SHEETS



N
W E
S

0 100' 200'
GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.		DATE:
8		
7		
6		
5		
4		
3		
2		
1		

REV NO.		DATE:
10		
9		
8	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW	2-9-26
7	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION	2-6-26
6	REVISED INTERIOR PARCEL DISPLAY	2-4-26
5	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION	1-27-26
4	UPDATED LEGAL DESCRIPTION	1-22-26
3	ADDED TREE SAMPLE AREAS	1-21-26
2	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA	12-15-25
1		

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION

0 1/2 1

IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO: NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	3 OF 4
REV:	7

THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

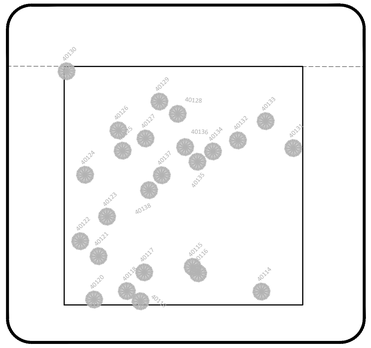
S:\GEOSPATIAL & LAND SURVEYING\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG — 2/10/2026 2:41 PM

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

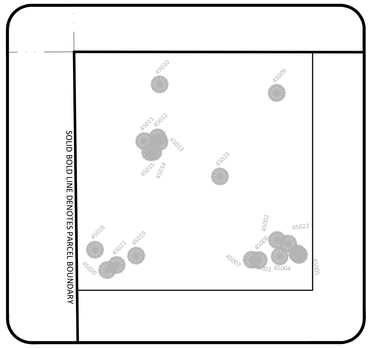
NOT VALID WITHOUT ALL SHEETS



TREE SAMPLE AREA 1

1 INCH = 30 FEET

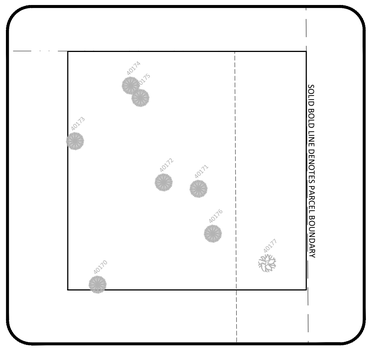
TREE SAMPLE AREA 1		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40114	PINE TREE	6
40115	PINE TREE	7
40116	PINE TREE	6
40117	PINE TREE	7
40118	PINE TREE	6
40119	PINE TREE	6
40120	PINE TREE	6
40121	PINE TREE	6
40122	PINE TREE	6
40123	PINE TREE	7
40124	PINE TREE	6
40125	PINE TREE	7
40126	PINE TREE	6
40127	PINE TREE	12
40128	PINE TREE	12
40129	PINE TREE	6
40130	PINE TREE	6
40131	PINE TREE	6
40132	PINE TREE	7
40133	PINE TREE	8
40134	PINE TREE	6
40135	PINE TREE	6
40136	PINE TREE	6
40137	PINE TREE	6
40138	PINE TREE	6



TREE SAMPLE AREA 2

1 INCH = 30 FEET

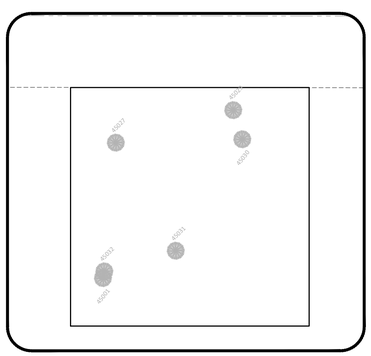
TREE SAMPLE AREA 2		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45002	PINE TREE	6
45003	PINE TREE	8
45004	PINE TREE	10
45005	PINE TREE	6
45006	PINE TREE	10
45007	PINE TREE	10
45009	PINE TREE	8
45010	PINE TREE	10
45011	PINE TREE	12
45012	PINE TREE	8
45013	PINE TREE	6
45014	PINE TREE	10
45015	PINE TREE	8
45018	PINE TREE	8
45019	PINE TREE	6
45020	PINE TREE	6
45021	PINE TREE	6
45022	PINE TREE	6
45023	PINE TREE	8



TREE SAMPLE AREA 3

1 INCH = 30 FEET

TREE SAMPLE AREA 3		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40170	PINE TREE	14
40171	PINE TREE	12
40172	PINE TREE	7
40173	PINE TREE	12
40174	PINE TREE	12
40175	PINE TREE	12
40176	PINE TREE	6
40177	OAK TREE	6

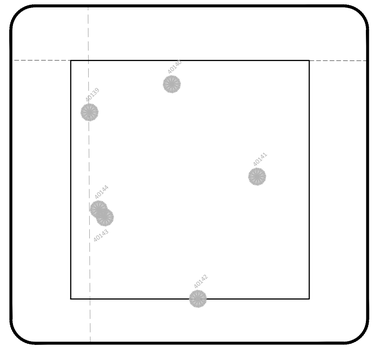


TREE SAMPLE AREA 4

1 INCH = 30 FEET

TREE SAMPLE AREA 4		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45001	PINE TREE	8
45027	PINE TREE	6
45029	PINE TREE	14
45030	PINE TREE	12
45031	PINE TREE	6
45032	PINE TREE	8

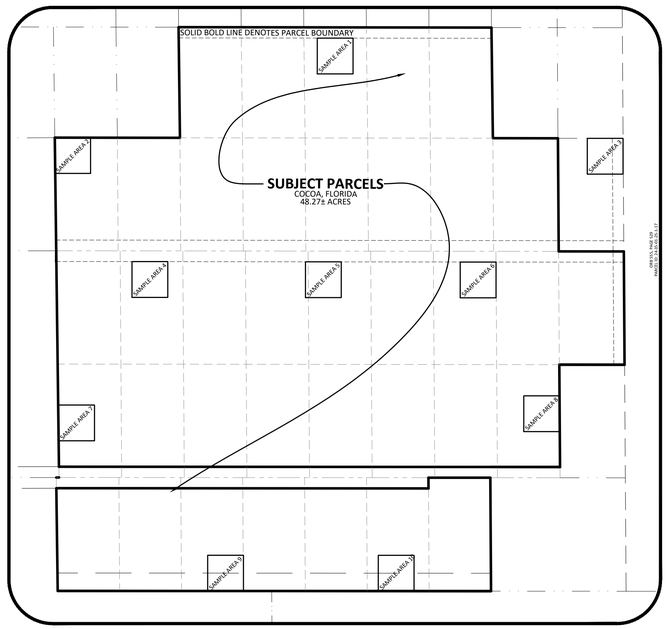
THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.



TREE SAMPLE AREA 5

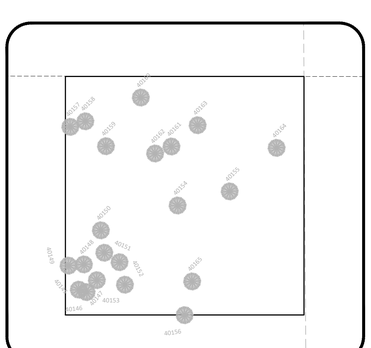
1 INCH = 30 FEET

TREE SAMPLE AREA 5		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40139	PINE TREE	6
40140	PINE TREE	8
40141	PINE TREE	8
40142	PINE TREE	7
40143	PINE TREE	8
40144	PINE TREE	6



SAMPLE AREA KEY MAP

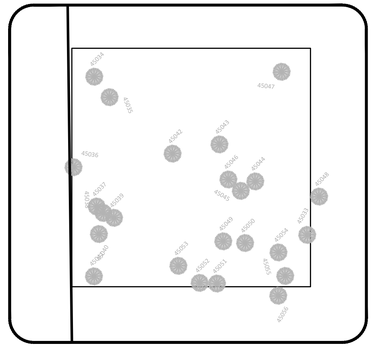
NOT TO SCALE



TREE SAMPLE AREA 6

1 INCH = 30 FEET

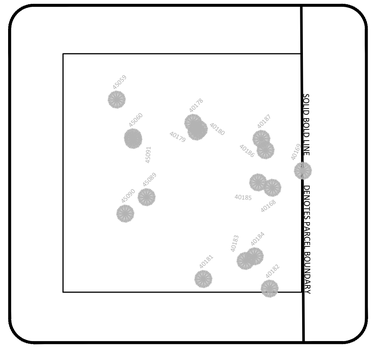
TREE SAMPLE AREA 6		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40145	PINE TREE	12
40146	PINE TREE	8
40147	PINE TREE	14
40148	PINE TREE	8
40149	PINE TREE	7
40150	PINE TREE	6
40151	PINE TREE	8
40152	PINE TREE	8
40153	PINE TREE	10
40154	PINE TREE	7
40155	PINE TREE	12
40156	PINE TREE	16
40157	PINE TREE	12
40158	PINE TREE	12
40159	PINE TREE	6
40160	PINE TREE	6
40161	PINE TREE	10
40162	PINE TREE	8
40163	PINE TREE	12
40164	PINE TREE	8
40165	PINE TREE	6



TREE SAMPLE AREA 7

1 INCH = 30 FEET

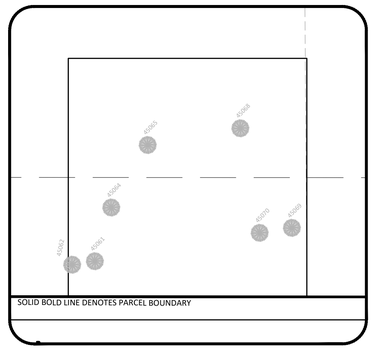
TREE SAMPLE AREA 7		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45033	PINE TREE	10
45034	PINE TREE	6
45035	PINE TREE	6
45036	PINE TREE	10
45037	PINE TREE	12
45038	PINE TREE	8
45039	PINE TREE	6
45040	PINE TREE	10
45041	PINE TREE	12
45042	PINE TREE	10
45043	PINE TREE	10
45044	PINE TREE	12
45045	PINE TREE	6
45046	PINE TREE	8
45047	PINE TREE	8
45048	PINE TREE	12
45049	PINE TREE	6
45050	PINE TREE	10
45051	PINE TREE	10
45052	PINE TREE	10
45053	PINE TREE	10
45054	PINE TREE	8
45055	PINE TREE	10
45056	PINE TREE	8



TREE SAMPLE AREA 8

1 INCH = 30 FEET

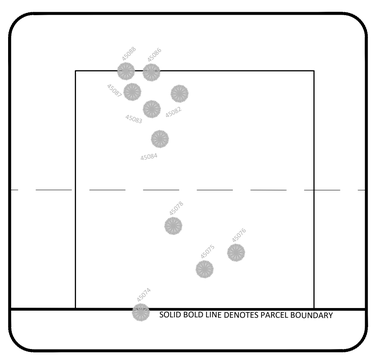
TREE SAMPLE AREA 8		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40168	PINE TREE	12
40169	PINE TREE	12
40178	PINE TREE	12
40179	PINE TREE	8
40180	PINE TREE	6
40181	PINE TREE	12
40182	PINE TREE	8
40183	PINE TREE	12
40184	PINE TREE	24
40185	PINE TREE	12
40186	PINE TREE	12
40187	PINE TREE	14
45059	PINE TREE	12
45060	PINE TREE	8
45089	PINE TREE	10
45090	PINE TREE	24
45091	PINE TREE	12



TREE SAMPLE AREA 9

1 INCH = 30 FEET

TREE SAMPLE AREA 9		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45061	PINE TREE	8
45062	PINE TREE	5
45064	PINE TREE	9
45065	PINE TREE	8
45068	PINE TREE	12
45069	PINE TREE	7
45070	PINE TREE	5



TREE SAMPLE AREA 10

1 INCH = 30 FEET

TREE SAMPLE AREA 10		
POINT NUMBER	TREE TYPE	TREE SIZE
45074	PINE TREE	15
45075	PINE TREE	15
45076	PINE TREE DOUBLE	13 & 9
45078	PINE TREE	14
45082	PINE TREE	7
45083	PINE TREE	8
45084	PINE TREE	6
45086	PINE TREE	7
45087	PINE TREE	6
45088	PINE TREE	6

KPMFranklin
ENGINEERS ★ PLANNERS ★ SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE	
8	DATE:	
7	DATE:	
6	DATE:	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
5	DATE: 2-9-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
4	DATE: 2-6-26	REVISED INTERIOR PARCEL DISPLAY
3	DATE: 2-4-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
2	DATE: 1-27-26	UPDATED LEGAL DESCRIPTION
1	DATE: 1-22-26	ADDED TREE SAMPLE AREAS
	DATE: 12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA

REV NO.	DATE	
10	DATE:	
9	DATE:	
8	DATE:	
7	DATE:	
6	DATE:	
5	DATE:	
4	DATE:	
3	DATE:	
2	DATE:	
1	DATE:	

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION

0 1/2 1

IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO: NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	4 OF 4
REV:	7

S:\GEOSPATIAL & LAND SURVEY\NSV\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG – 2/10/2026 2:41 PM

CHICAGO TITLE INSURANCE COMPANY®

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

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AMERICAN LAND TITLE ASSOCIATION

CHICAGO TITLE INSURANCE COMPANY®

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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AMERICAN LAND TITLE ASSOCIATION

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION
The Policy contains an arbitration clause as follows:

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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AMERICAN LAND TITLE ASSOCIATION

CHICAGO TITLE INSURANCE COMPANY®

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Federal Title Insurance Agency, Inc.
Issuing Office:1193 South U.S. Highway #1, Rockledge, Florida 32955
Issuing Office's ALTA® Registry ID:1034665:
Loan ID Number:
Commitment Number: 12773265
Issuing Office File Number: 27908
Property Address: None, Cocoa, Florida 32926
Revision Number: 1

SCHEDULE A

1. Commitment Date: February 2, 2026

2. Policy to be issued:
a. 2021 ALTA® Owner's Policy with Florida Modifications
Proposed Insured: Park Industrial LLC, a Florida limited liability company
Proposed Amount of Insurance: $10,000,000.00
The estate or interest to be insured: Fee Simple
b. 2021 ALTA® Loan Policy with Florida Modifications
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in:
Dale L. Morris a/k/a Dale Morris and Lori L. Morris a/k/a Lori Morris (As to Parcels 1 to 12; 15 to 37) and Dale Morris (As to Parcel 13).

5. The Land is described as follows:

Parcel 1:
The East 175 feet of the West 1955 feet of the East 7/8 of the South 1/2 of the South 1/2 of the North 1/2 of the SW 1/4, Less the North 30 feet thereof, Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 3, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 2:
The East 175 feet of the West 1780 feet of the East 7/8 of the South 1/2 of the South 1/2 of the North 1/2 of the SW 1/4, Less the North 30 feet thereof, Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 4, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
(continued on next page)

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Parcel 3:
The East 175 feet of the West 1605 feet of the East 7/8 of the South 1/2 of the South 1/2 of the North 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 5, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 4:
The East 175 feet of the West 1430 feet of the East 7/8 of the South 1/2 of the South 1/2 of the North 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 6, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 5:
The East 175 feet of the West 1255 feet of the East 7/8 of the South 1/2 of the South 1/2 of the North 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 7, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 6:
The East 175 feet of the West 905 feet of the East 7/8 of the North 1/2 of the South 1/2 of the SW 1/4 Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 18, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 7:
The East 175 feet of the West 1080 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 of the SW 1/4 Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 19, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 8:
The East 175 feet of the West 1255 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 Less the South 30 feet thereof of the SW 1/4 of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 20, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 9:
The East 175 feet of the West 1430 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 of the SW 1/4 Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 21, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 10:
The East 175 feet of the West 1605 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 of SW 1/4 Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 22, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
(continued on next page)

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Parcel 11:
The East 175 feet of the West 1780 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 of the SW 14 Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 23, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 12:
The East 175 feet of the West 1955 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 24, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 13:
The East 175 feet of the West 2130 feet of the East 7/8 of the North 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 25, Block 12, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 14:

Intentionally Deleted.

Parcel 15:
The East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet and the East 30 feet for road, and Less the West 2130 feet, thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 1, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 16:
The East 175 feet of the West 2130 feet for the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 2, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 17:
The East 175 feet of the West 1955 feet of the East 7/8 of the South 1/2 of the North 1/2 of the south 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 3, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 18:
The East 175 feet of the West 1780 feet of the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 4, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
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Parcel 19:
The East 175 feet of the West 1605 feet of the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 5, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 20:
The East 175 feet of the West 1430 feet of the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 6, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 21:
The East 175 feet of the West 1255 feet of the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 7, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 22:
The East 175 feet of the West 1080 of the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 8, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 23:
The East 175 feet of the West 905 feet of the East 7/8 of the South 1/2 of the North 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 9, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 24:
The East 175 feet of the West 905 feet of the East 7/8 of the North 1/2 of the South 1/2 of the south 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 18, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 25:
The East 175 feet of the West 1080 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 19, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 26:
The East 175 feet of the West 1255 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 20, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
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Parcel 27:
The East 175 feet of the West 1430 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 21, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 28:
The East 175 feet of the West 1605 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 22, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 29:
The East 175 feet of the West 1780 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 23, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 30:
The East 175 feet of the West 1955 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 24, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 31:
The East 175 feet of the West 2130 feet of the East 7/8 of the North 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the South 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida.
Also known as Tract 25, Block 13, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 32:
The East 173 feet of the West 1933 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130. Subject to an easement over the South 50 feet thereof to the public for use as a public drainage canal in perpetuity.
Also known as Tract 3, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 33:
The East 173 feet of the West 1760 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet and Less the South 50 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130.
Also known as Tract 4, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
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Parcel 34:
The East 173 feet of the West 1587 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130. Subject to an easement over the South 50 feet thereof to the public for use as a public drainage canal in perpetuity.
Also known as Tract 5, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
AND
The East 173 feet of the West 1414 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130. Subject to an easement over the South 50 feet thereof to the public for use as a public drainage canal in perpetuity.
Also known as Tract 6, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 35:
The East 173 feet of the West 1241 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130. Subject to an easement over the South 50 feet thereof to the public for use as a public drainage canal in perpetuity.
Also known as Tract 7, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 36:
The East 173 feet of the West 1068 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130. Subject to an easement over the South 50 feet thereof to the public for use as a public drainage canal in perpetuity.
Also known as Tract 8, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.
Parcel 37:
The East 173 feet of the West 895 feet of the East 7/8 of the South 1/2 of the South 1/2 of the South 1/2 of the SW 1/4, Less the North 30 feet thereof of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, together with 1/2 of adjacent Roads per O.R. Book 1646, Page 130. Subject to an easement over the South 50 feet thereof to the public for use as a public drainage canal in perpetuity.
Also known as Tract 9, Block 14, of Canaveral Groves, unrecorded Subdivision, according to Survey Book 2, Page 58.

Federal Title Insurance Agency, Inc.

By:_____
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

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AMERICAN LAND TITLE ASSOCIATION

CHICAGO TITLE INSURANCE COMPANY®

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Will be satisfied at Closing.

2. Pay the agreed amount for the estate or interest to be insured.

Will be satisfied at Closing.

3. Pay the premiums, fees, and charges for the Policy to the Company.

Will be satisfied at Closing.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

A. Warranty Deed from Dale L. Morris a/k/a Dale Morris and Lori L. Morris a/k/a Lori Morris (As to Parcels 1 to 12; 15 to 37) and Dale Morris (As to Parcel 13) to Park Industrial LLC, a Florida limited liability company.

Will be satisfied at Closing.

5. Proof of payment of any outstanding assessments in favor of Brevard County, Florida, any special taxing district and any municipality.

Will be satisfied at Closing.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing.

Will be satisfied at Closing.

7. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

Note: All **2025 Property Taxes PAID in-Full for all Parcels.**

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

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The following note is for informational purposes only. The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are (Chain of Title):

General Warranty Deed in Official Records Book 5331, Page 7939. (Parcel 1-2)
General Warranty Deed in Official Records Book 10207, Page 753 and Warranty Deed in Official Records Book 5608, Page 2320. (Parcel 3)
General Warranty Deed in Official Records Book 10207, Page 753 and Warranty Deed in Official Records Book 5414, Page 809. (Parcel 4)
General Warranty Deed in Official Records Book 10061, Page 1780 and Warranty Deed in Official Records Book 4901, Page 2516. (Parcel 5)
General Warranty Deed in Official Records Book 9732, Page 2204. (Parcel 6)
General Warranty Deed in Official Records Book 9732, Page 2203. (Parcel 7)
General Warranty Deed in Official Records Book 9732, Page 2202. (Parcel 8)
General Warranty Deed in Official Records Book 10207, Page 754 and Quit Claim Deed in Official Records Book 5608, Page 2322. (Parcel 9)
General Warranty Deed in Official Records Book 10207, Page 751 and Quit Claim Deed in Official Records Book 5608, Page 2324. (Parcel 10)
General Warranty Deed in Official Records Book 5331, Page 7939. (Parcel 11-12)
General Warranty Deed in Official Records Book 7158, Page 1219. (Parcel 13)

General Warranty Deed in Official Records Book 9816, Page 2672. (Parcel 15)
General Warranty Deed in Official Records Book 5325, Page 4490. (Parcel 16)
General Warranty Deed in Official Records Book 10230, Page 1913 and Warranty Deed in Official Records Book 6745, Page 2175. (Parcel 17)
General Warranty Deed in Official Records Book 10061, Page 1779 and Warranty Deed in Official Records Book 4901, Page 2492. (Parcel 18)
General Warranty Deed in Official Records Book 10127, Page 646; Death Certificate (Hector) in Official Records Book 2941, Page 1836 and Warranty Deed in Official Records Book 1485, Page 885. (Parcel 19)
General Warranty Deed in Official Records Book 10333, Page 1026 and Quit Claim Deed in Official Records Book 8839, Page 1102. (Parcel 20)
General Warranty Deed in Official Records Book 10333, Page 1025 and Quit Claim Deed in Official Records Book 8839, Page 1103. (Parcel 21)
General Warranty Deed in Official Records Book 10333, Page 1024 and Quit Claim Deed in Official Records Book 8839, Page 1101. (Parcel 22)
General Warranty Deed in Official Records Book 9816, Page 2672. (Parcel 23)
General Warranty Deed in Official Records Book 9816, Page 2673. (Parcel 24)
Warranty Deed in Official Records Book 5310, Page 3804. (Parcel 25)
General Warranty Deed in Official Records Book 5329, Page 4653. (Parcel 26)
General Warranty Deed in Official Records Book 5329, Page 1399. (Parcel 27)
General Warranty Deed in Official Records Book 5347, Page 2874. (Parcel 28)
General Warranty Deed in Official Records Book 5569, Page 6648. (Parcel 29-30)
General Warranty Deed in Official Records Book 5347, Page 2873. (Parcel 31)
General Warranty Deed in Official Records Book 10071, Page 505 and Tax Deed in Official Records Book 9742, Page 797. (Parcel 32)
General Warranty Deed in Official Records Book 5354, Page 5600. (Parcel 33)
General Warranty Deed in Official Records Book 5319, Page 5856. (Parcel 34)

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General Warranty Deed in Official Records Book 5353, Page 308. (Parcel 35)
General Warranty Deed in Official Records Book 9816, Page 2674. (Parcel 36)
General Warranty Deed in Official Records Book 5367, Page 2220. (Parcel 37)

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

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CHICAGO TITLE INSURANCE COMPANY®

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

   Will be Deleted from Owners Title Insurance Policy. (as described below under "Note: Exception 1")

2. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.

   2026 Taxes will be prorated for the year between the buyer and seller based on the Closing date.

3. Standard Exceptions: **Items 3A, 3B, 3C, and 3D will be deleted from Owners Title Insurance Policy (as described below under "Notes on Standard Exceptions).**

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

   Will be Deleted from Owners Title Insurance Policy.

5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

   Will be Deleted from Owners Title Insurance Policy

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

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NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Conditions, easements and other matters as contained on the survey of Canaveral Groves Subdivision, Section 1, Township 24 South, Range 35 East, recorded in Survey Book 2, Page 58, of the Public Records of Brevard County, Florida.

   Road Right-of-Way Easements are being addressed with Brevard County for vacation/release before Closing.

7. Rights and conditions of ingress and egress by means of Warranty Deed recorded in Official Records Book 1646, Page 130 (All Parcels).

   Will remain on Owners Title Insurance Policy.

8. Subject to drainage and canal easement contained in Warranty Deed recorded in Official Records Book 1733, Page 1012 (All Parcels).

   Drainage and Canal easements will have to be addressed with Brevard County for vacation/release.

9. Affidavit Regarding Unrecorded Map recorded in Official Records Book 1899, Page 449 (All Parcels).

   Will remain on Owners Title Insurance Policy.

10. Subject to rights of others to use the Easements as contained in Deeds recorded in Official Records Book 1611, Page 905; Official Records Book 3055, Page 4394; Official Records Book 3071, Page 2638; Official Records Book 4828, Page 588 and Official Records Book 6745, Page 2175 (Parcel 17).

    Road Right-of-Way Easements are being addressed with Brevard County for vacation/release before Closing.

11. Subject to rights of others to use Easements as contained in Deed recorded in Official Records Book 1611, Page 897, 898, 900 and 901; Official Records Book 5414, Page 808, 809, 810 and 811 and Official Records Book 5608, Page 2318, 2320, 2322 and 2324 (Parcels 3, 4, 9, 10).

    Road Right-of-Way Easements are being addressed with Brevard County for vacation/release before Closing.

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AMERICAN LAND TITLE ASSOCIATION

12. Quit Claim Deed recorded in Official Records Book 6283, Page 2120 (As to Parcels 24 and 36).

    The road right-of-way was deeded over to Brevard county. The releasing and vacating of these easements will have to be addressed with the County. (along Klinefeldt Way)

13. Intentionally Deleted.

14. Rights of others to use the waters of any water body extending from the insured land onto other lands.

    Will be Deleted from Owners Title Insurance Policy.

15. The nature, extent or existence of riparian rights or littoral rights is not insured.

    Will be Deleted from Owners Title Insurance Policy.

16. Quit Claim Deed recorded in Official Records Book 6283, Page 2116 (As to Parcels 25 to 31, Parcels 33 to 35, and 37).

    The road right-of-way was deeded over to Brevard county. The releasing and vacating of these easements will have to be addressed with the County. (along Klinefeldt Way)

17. Subject to rights of others to use the Easements as contained in Deeds recorded in Official Records Book 1611, Page 902 and Official Records Book 10071, Page 505 (Parcel 32).

    Road Right-of-Way Easements are being addressed with Brevard County for vacation/release before Closing or will be deeded over to Brevard County before Closing. (This parcel is located along Klinefeldt Way)

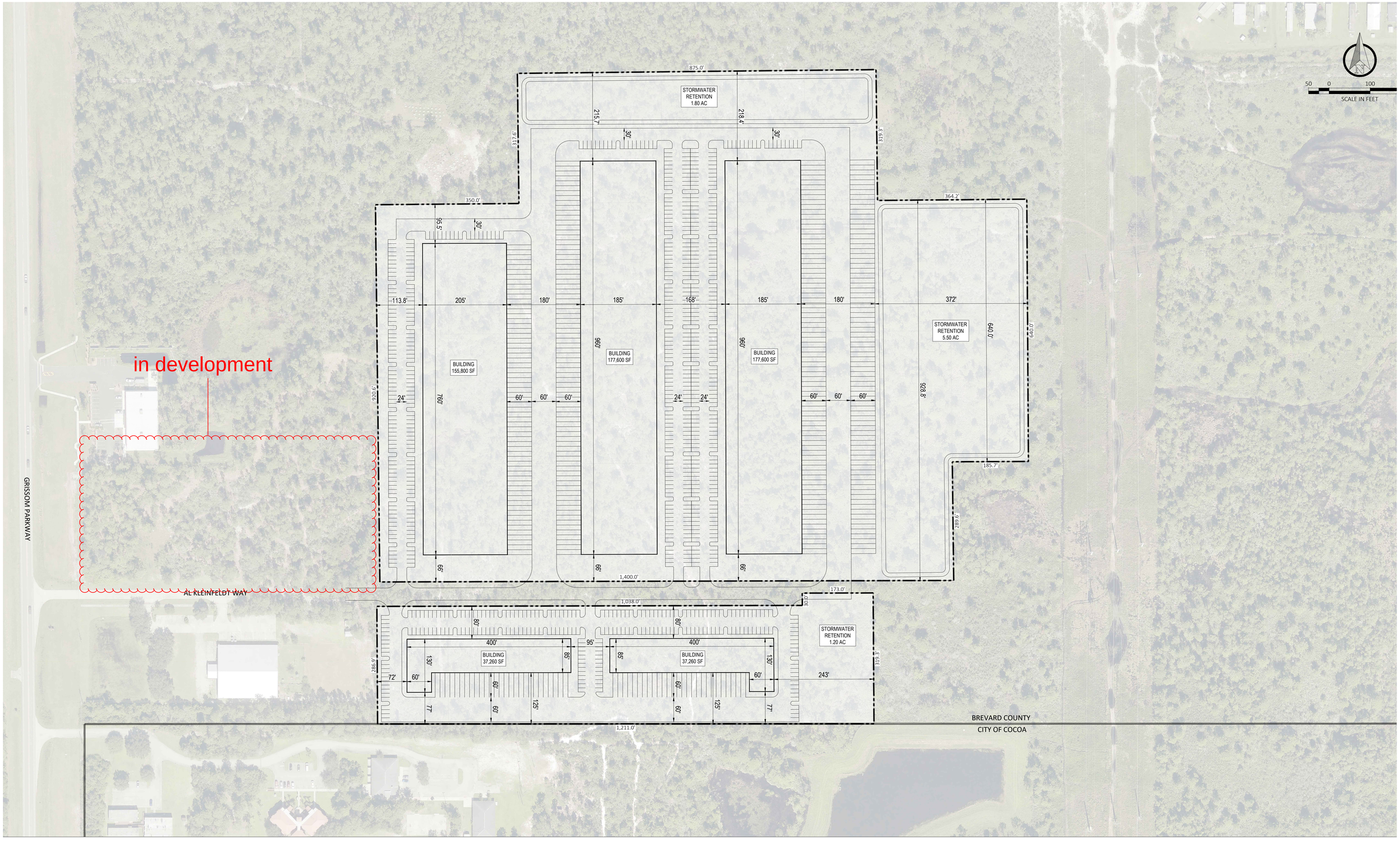
NOTE: All recording references in this form shall refer to the public records of Brevard County, Florida, unless otherwise noted.

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AMERICAN LAND TITLE ASSOCIATION

OBJECTID	Tax Account ID	Parcel IDs	Acres	Property Owner
1	2400740	24-35-01-25-14-9	1.14	Morris, Dale: Morris, Lori
2	2400739	24-35-01-25-14-8	1.14	Morris, Dale: Morris, Lori
3	2400738	24-35-01-25-14-7	1.14	Morris, Dale: Morris, Lori
4	2400737	24-35-01-25-14-5	2.28	Morris, Dale: Morris, Lori
5	2400736	24-35-01-25-14-4	1.14	Morris, Dale: Morris, Lori
6	2400735	24-35-01-25-14-3	1.15	Morris, Dale: Morris, Lori
7	2400725	24-35-01-25-13-18	1.15	Morris, Dale: Morris, Lori
8	2400726	24-35-01-25-13-19	1.15	Morris, Dale: Morris, Lori
9	2400727	24-35-01-25-13-20	1.15	Morris, Dale: Morris, Lori
10	2400728	24-35-01-25-13-21	1.16	Morris, Dale: Morris, Lori
11	2400729	24-35-01-25-13-22	1.16	Morris, Dale: Morris, Lori
12	2400730	24-35-01-25-13-23	1.16	Morris, Dale: Morris, Lori
13	2400731	24-35-01-25-13-24	1.16	Morris, Dale: Morris, Lori
14	2400732	24-35-01-25-13-25	1.16	Morris, Dale: Morris, Lori
15	2400718	24-35-01-25-13-9	1.15	Morris, Dale: Morris, Lori
16	2400717	24-35-01-25-13-8	1.15	Morris, Dale: Morris, Lori
17	2400716	24-35-01-25-13-7	1.15	Morris, Dale: Morris, Lori
18	2400715	24-35-01-25-13-6	1.16	Morris, Dale: Morris, Lori
19	2400714	24-35-01-25-13-5	1.16	Morris, Dale: Morris, Lori
20	2400713	24-35-01-25-13-4	1.16	Morris, Dale: Morris, Lori
21	2400712	24-35-01-25-13-3	1.16	Morris, Dale: Morris, Lori
22	2400711	24-35-01-25-13-2	1.16	Morris, Dale: Morris, Lori
23	2400710	24-35-01-25-13-1	1.03	Morris, Dale: Morris, Lori
24	2400701	24-35-01-25-12-18	1.15	Morris, Dale: Morris, Lori
25	2400702	24-35-01-25-12-19	1.15	Morris, Dale: Morris, Lori
26	2400703	24-35-01-25-12-20	1.15	Morris, Dale: Morris, Lori
27	2400704	24-35-01-25-12-21	1.16	Morris, Dale: Morris, Lori
28	2400705	24-35-01-25-12-22	1.16	Morris, Dale: Morris, Lori
29	2400706	24-35-01-25-12-23	1.16	Morris, Dale: Morris, Lori
30	2400707	24-35-01-25-12-24	1.16	Morris, Dale: Morris, Lori
31	2400708	24-35-01-25-12-25	1.16	Morris, Dale: Morris, Lori
32	2400691	24-35-01-25-12-7	1.15	Morris, Dale: Morris, Lori
33	2400690	24-35-01-25-12-6	1.16	Morris, Dale: Morris, Lori
34	2400689	24-35-01-25-12-5	1.16	Morris, Dale: Morris, Lori
35	2400688	24-35-01-25-12-4	1.16	Morris, Dale: Morris, Lori
36	2400687	24-35-01-25-12-3	1.16	Morris, Dale: Morris, Lori



CONCEPTUAL SITE PLAN
CITY OF COCOA I BREVARD COUNTY I FLORIDA

GRISSOM PKWY

PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY

KPMFrankl ENGINEERS • PLANNERS • SURVEY


NO PARKING
FIRE LANE


STOP


641






2170







ORDINANCE NO. 01-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY, NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, *CITY BOUNDARIES*, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the Constitution of the State of Florida to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 171, Florida Statutes, provides the exclusive method of municipal annexation, with the purpose of ensuring sound urban development and the efficient provision of municipal services; and

WHEREAS, this is a voluntary annexation which shall be processed pursuant to the annexation procedures contained in Section 171.044, Florida Statutes; and

WHEREAS, the City Council finds that the City has appropriately published the required legal advertisements for this annexation, twice in a newspaper of general circulation, pursuant to the procedures set forth in Section 171.044, Florida Statutes; and

WHEREAS, the City Council finds that the City has provided appropriate written notice of the subject annexation to the County Commission of Brevard County, Florida, at least 10 days prior to publishing this Ordinance, and has provided a copy of said notice to Brevard County via certified mail consistent with the notice requirements of Section 171.044, Florida Statutes; and

WHEREAS, the property subject to this Ordinance ("Subject Property") consists of thirty-six (36) lots totaling approximately 45.26 acres, more or less, and is legally described by metes and bounds and depicted on the map attached hereto as **EXHIBIT "A;"** and

WHEREAS, the Subject Property is located in unincorporated Brevard County, Florida; and

WHEREAS, the owners of the Subject Property to be annexed have filed with the City, and the City Council has previously accepted, a written irrevocable petition for annexation

consenting to the City's annexation of the Subject Property into the municipal boundaries of the City of Cocoa; and

WHEREAS, the City Council has determined that the subject real property is reasonably compact and contiguous with the boundaries of the City of Cocoa, will not create an enclave, and otherwise satisfies the requirements for voluntary annexation set forth in Chapter 171, Florida Statutes; and

WHEREAS, the City Council has determined that the annexation of the Subject Property has met all of the procedural requirements applicable to voluntary annexations as set forth in Florida Statutes Chapter 171, and that this annexation will promote sound urban development and efficient provision of urban services; and

WHEREAS, this annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, City Charter, and City Code; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in the City of Cocoa Charter, Article I, *City Boundaries*, shall be redefined to include the subject real property; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals**. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Annexation of Real Property.** The area of real property, which is more particularly described in the metes and bounds legal description and location map attached hereto as **EXHIBIT "A,"** is hereby annexed into the City of Cocoa by the City Council**. EXHIBIT "A,"** is hereby fully incorporated herein by this reference. The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this Ordinance.

Section 3. **City Boundaries Redefined; Cocoa Charter Amended; Recording.** Pursuant to section 166.031(3), Florida Statutes, and section 171.091, Florida Statutes, the City of Cocoa Charter, Article I, Section 1, shall hereby be amended to redefine the corporate boundaries of the City of Cocoa to include the area of real property described in Section 2 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article I, Section 1, with the Department of State within thirty (30) days from the effective date of this Ordinance. The City Clerk shall also file this Ordinance with the Clerk of the Circuit Court of Brevard County, the Chief Administrator of Brevard County, and the Department of State within seven (7) days of the effective date. A copy

of the Ordinance shall also be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF SUBJECT PROPERTY TO BE ANNEXED

LEGAL DESCRIPTION:

(SURVEYOR'S DESCRIPTION)

A PORTION OF A PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0°22'47" WEST, 633.18 FEET, TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID EAST LINE NORTH 89°55'46"WEST, 182.35 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47"EAST, 286.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 89°57'51"WEST, 1,400.29 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 919.94 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89°55'46" EAST, 349.79 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 874.48 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°43'30" EAST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET; TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 00°22'47" EAST, 316.19 FEET, TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET TO A POINT SITUATE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 MARKED BY A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, ALONG SAID EAST LINE, SOUTH 0°22'47" EAST, 316.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,618,336 SQUARE FEET, 37.15 ACRES, MORE OR LESS.

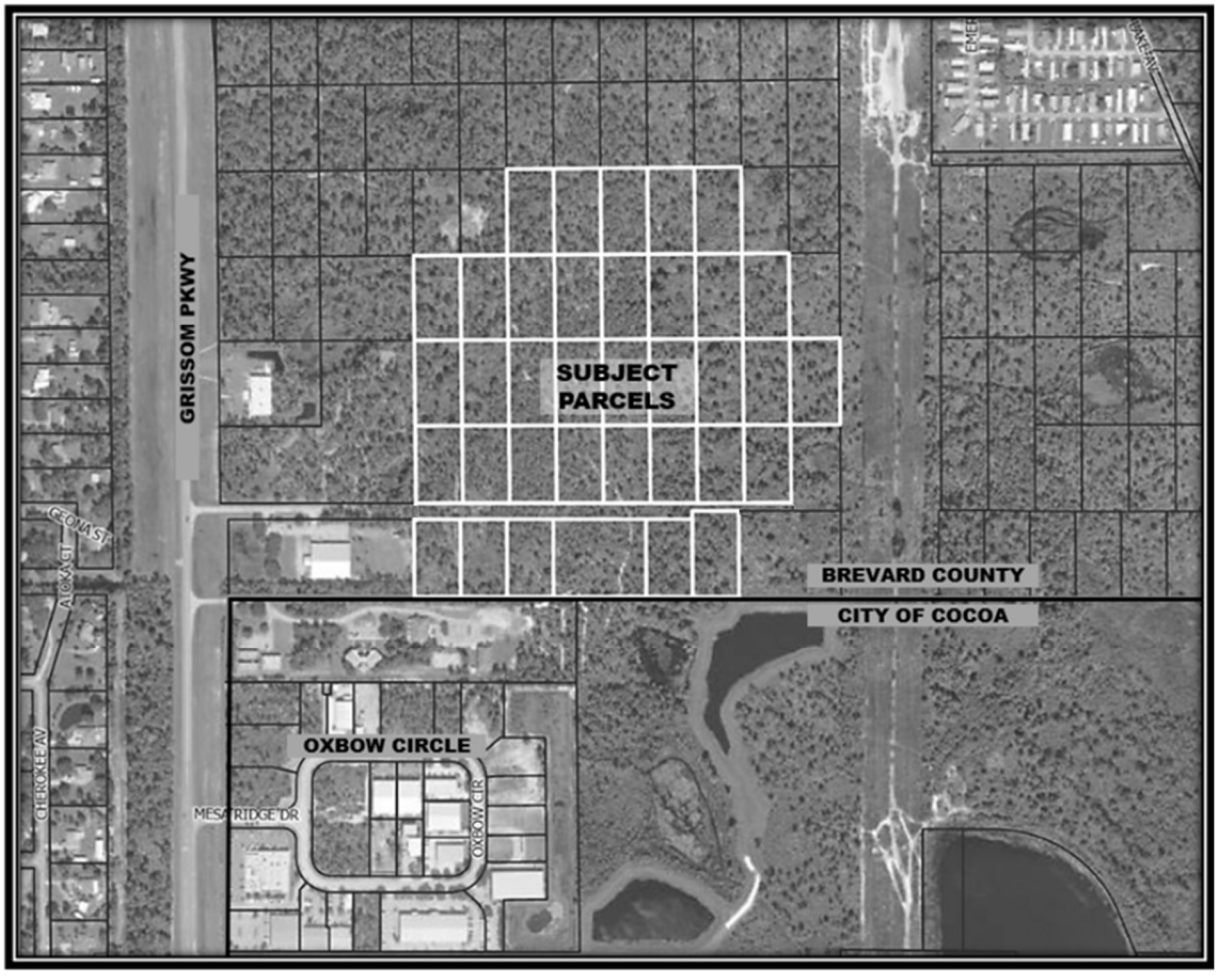
TOGETHER WITH:

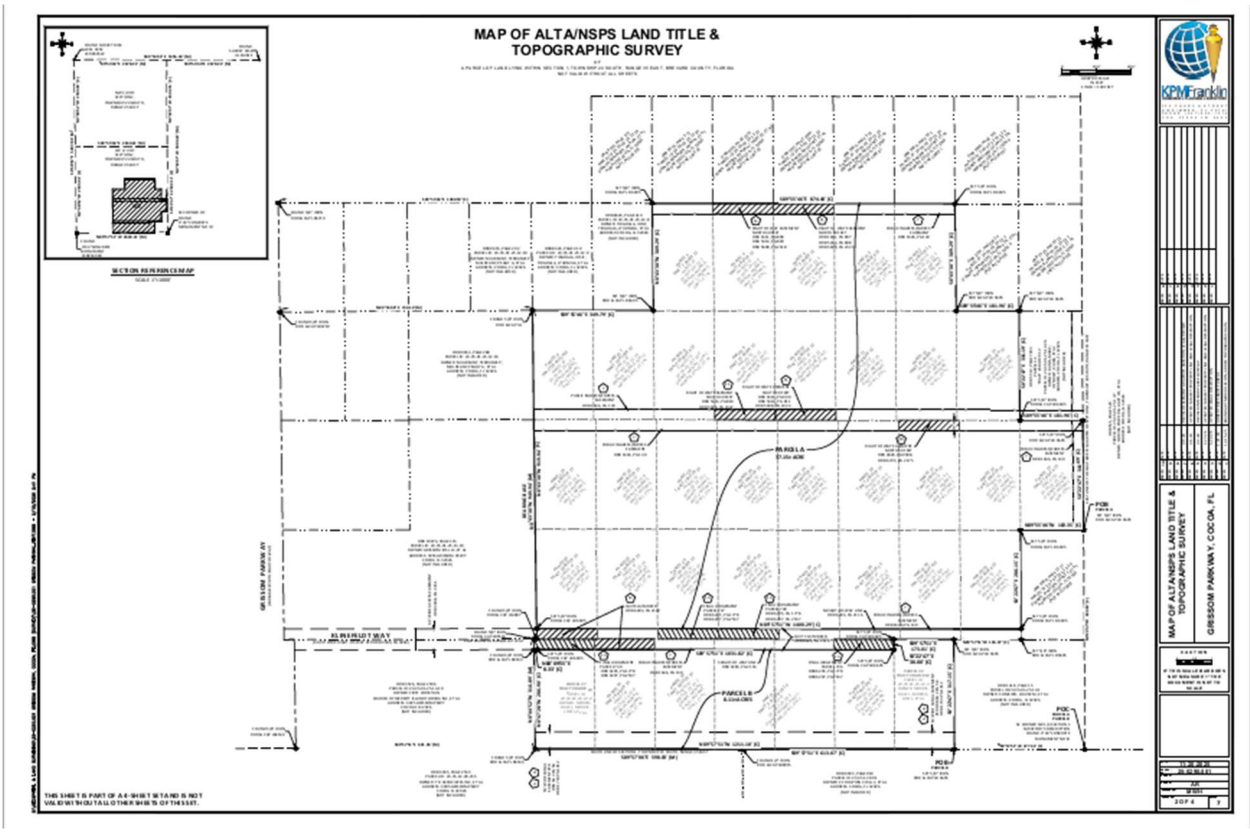
PARCEL B

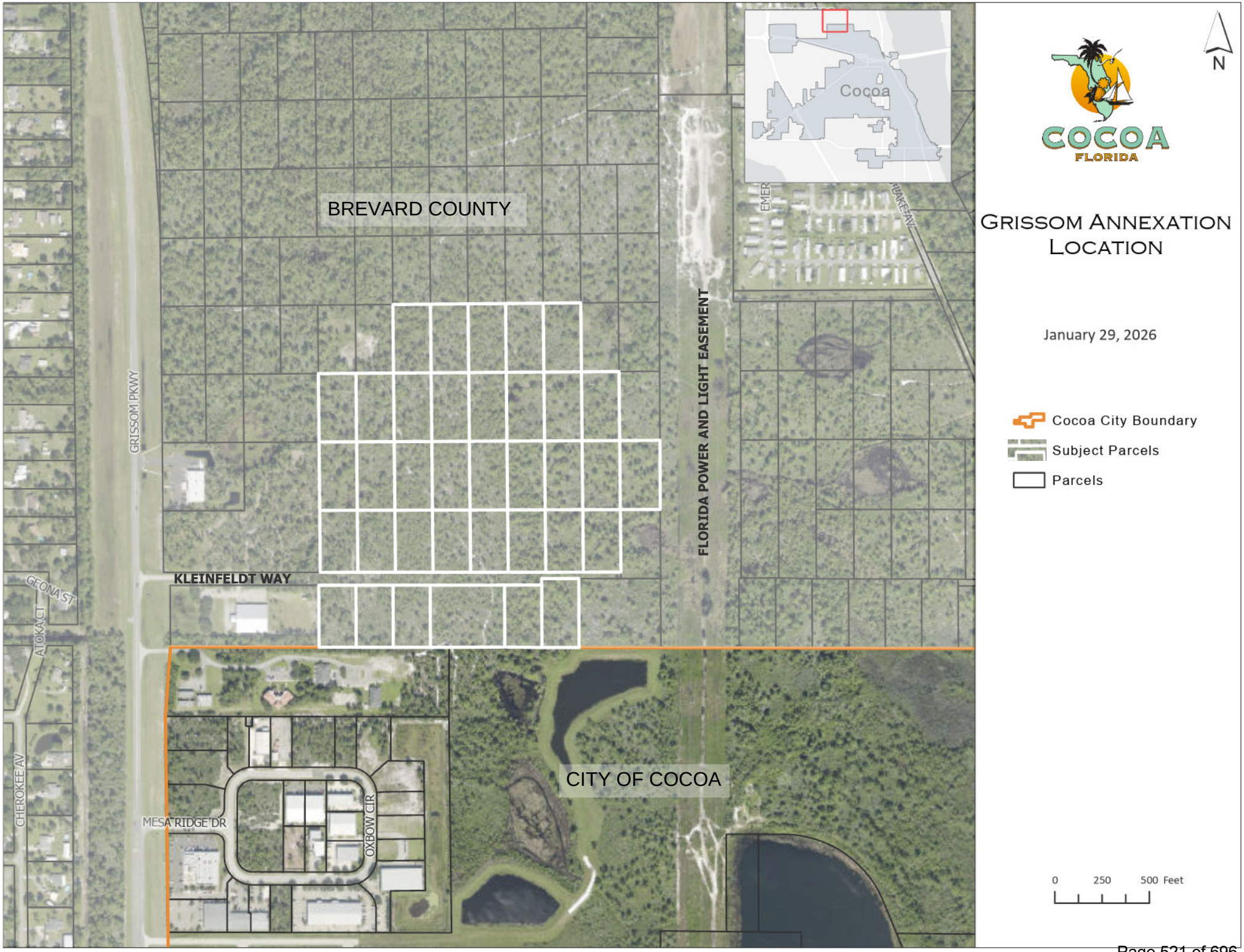
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 1, NORTH 89°57'51" WEST, 377.32 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID SOUTH LINE NORTH 89°57'51" WEST, 1,211.10 FEET TO A 5/8" IRON ROD AND CAP "LB 6544";THENCE, DEPARTING SAID SOUTH LINE NORTH 0°47'28" WEST, 286.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLINEFELDT RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 3589, PAGE 3866 MARKED WITH A 5/8"IRON ROD & CAP STAMPED "LB6544";THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 88°09'55" EAST, 8.33 FEET; THENCE, SOUTH 89°57'51" EAST, 1,031.82 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 0°22'47" WEST, 30.00 FEET TO A TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°57'51" EAST, 173.01 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47" EAST, 317.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605" ALSO BEING THE P**OINT OF BEGINNING.**

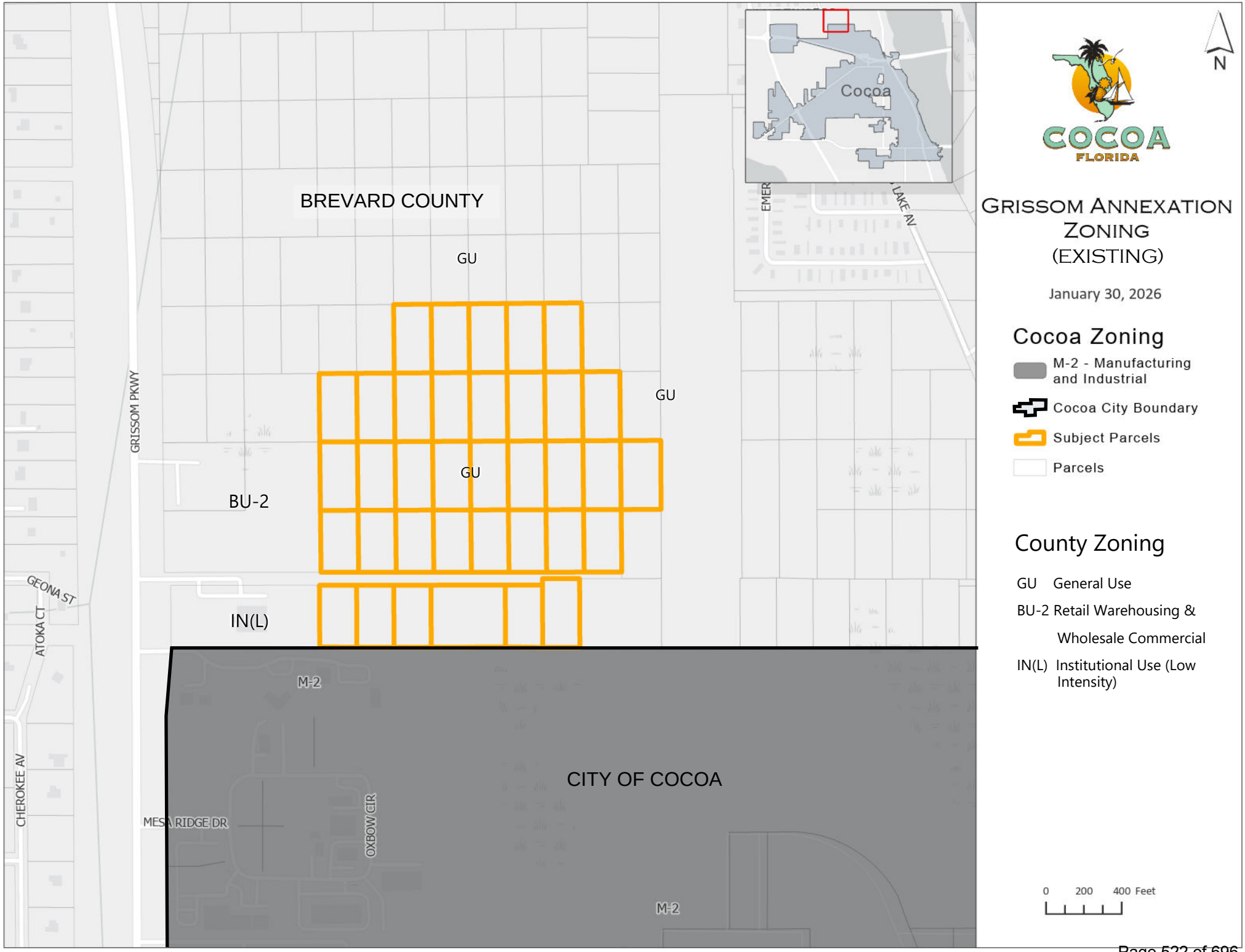
CONTAINING 353,239 SQUARE FEET, 8.11 ACRES, MORE OR LESS.

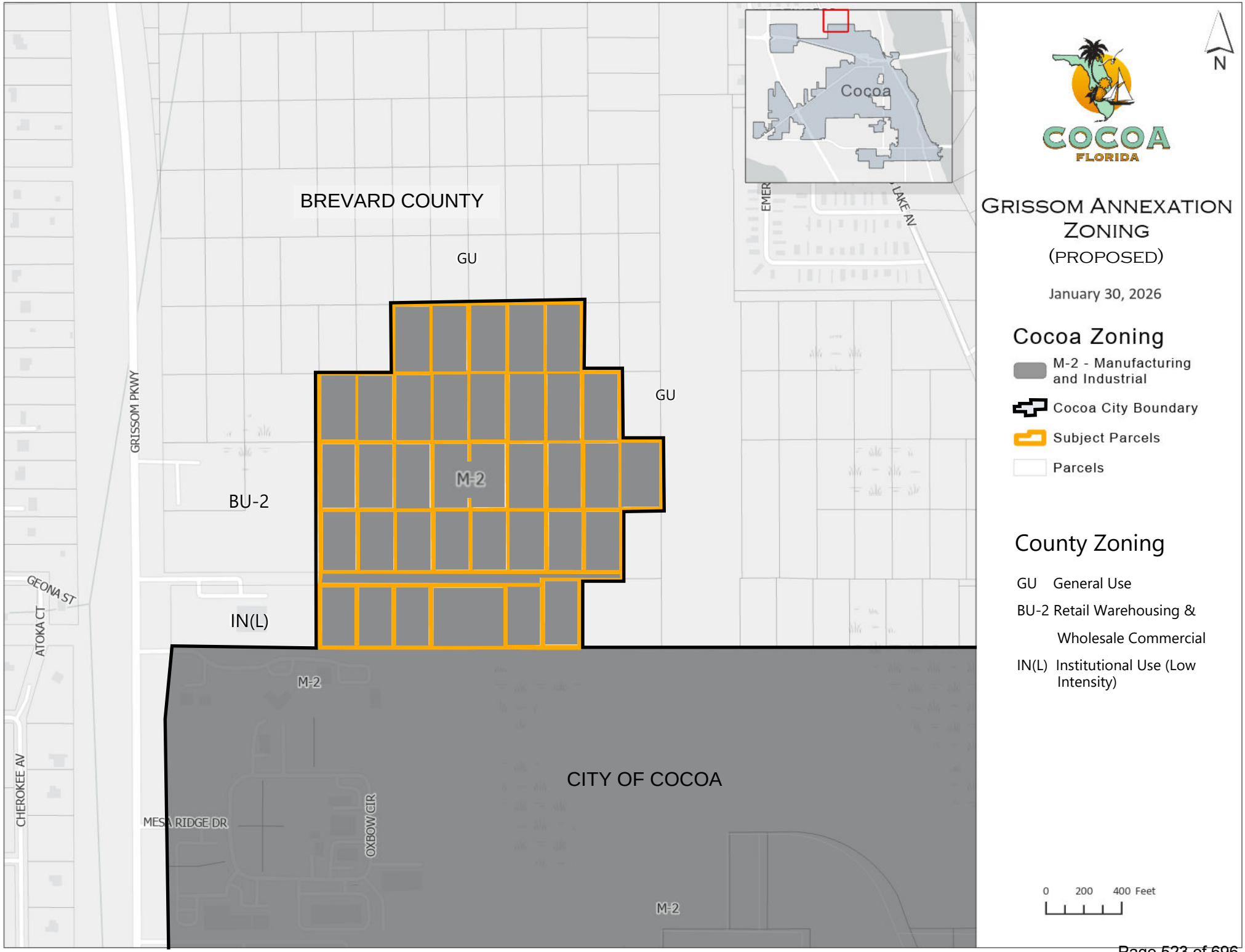
DEPICTION(S)

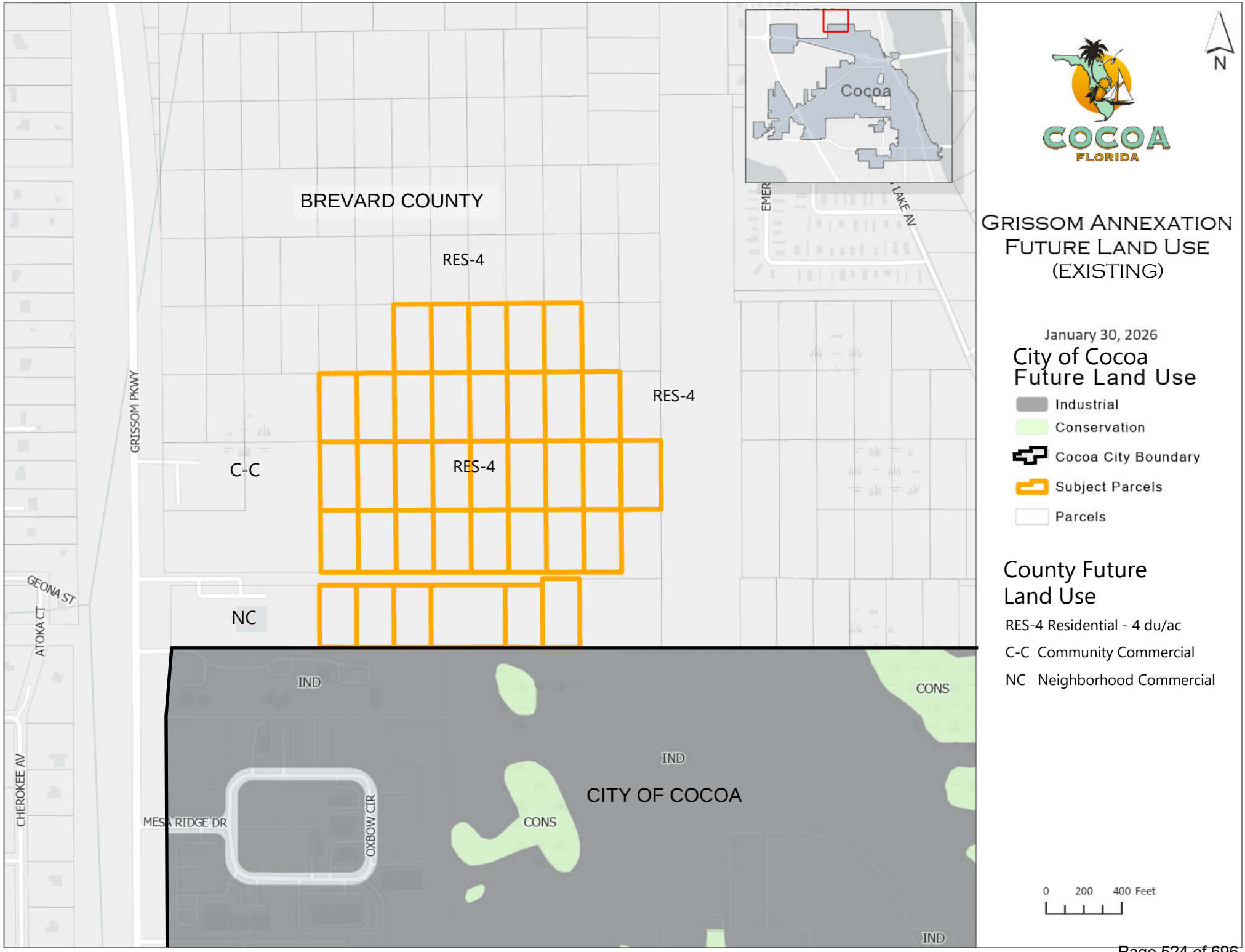

GRISSOM PKWY
SUBJECT PARCELS
BREVARD COUNTY
CITY OF COCOA
OXBOW CIRCLE
MESA RIDGE DR
OXBOW CIR
CHEROKEE AV
COCOA ST

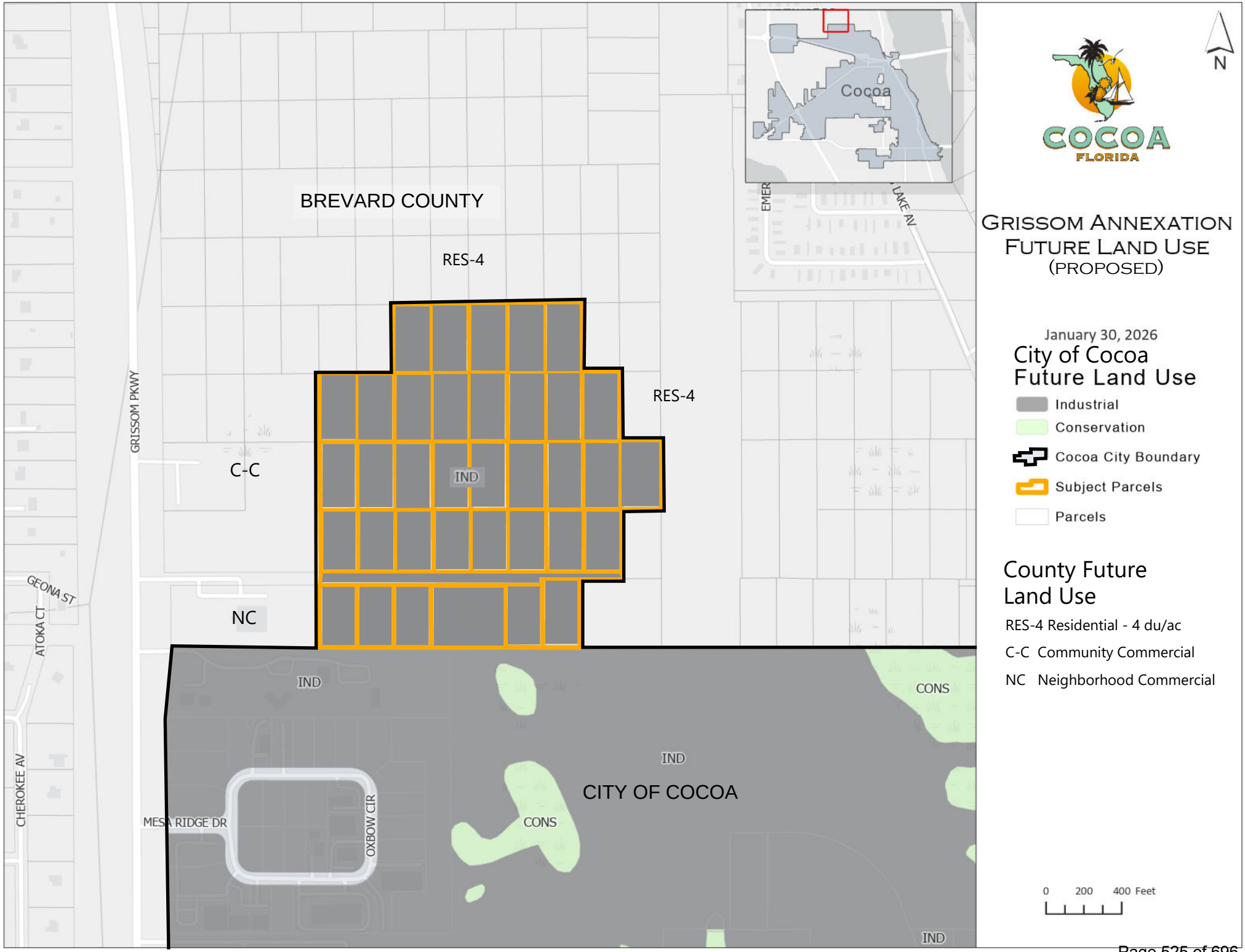

MAP OF ALTA/NSPS LAND TITLE &
TOPOGRAPHIC SURVEY
KPM Franklin
MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
GRISSOM PARKWAY, COCOA, FL
ELWERTH WAY
GRISSOM PARKWAY
PARCEL A
PARCEL B
POB
POC
THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.


BREVARD COUNTY
CITY OF COCOA
KLEINFELDT WAY
GRISSOM PKWY
FLORIDA POWER AND LIGHT EASEMENT
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION LOCATION
January 29, 2026
Cocoa City Boundary
Subject Parcels
Parcels
0
250
500 Feet


BREVARD COUNTY
CITY OF COCOA
GU
GU
GU
BU-2
IN(L)
M-2
M-2
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION
ZONING
(EXISTING)
January 30, 2026
Cocoa Zoning
M-2 - Manufacturing and Industrial
Cocoa City Boundary
Subject Parcels
Parcels
County Zoning
GU General Use
BU-2 Retail Warehousing & Wholesale Commercial
IN(L) Institutional Use (Low Intensity)
0 200 400 Feet


BREVARD COUNTY
GU
GU
M-2
BU-2
IN(L)
M-2
M-2
M-2
CITY OF COCOA
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION ZONING
(PROPOSED)
January 30, 2026
Cocoa Zoning
M-2 - Manufacturing and Industrial
Cocoa City Boundary
Subject Parcels
Parcels
County Zoning
GU General Use
BU-2 Retail Warehousing & Wholesale Commercial
IN(L) Institutional Use (Low Intensity)
0 200 400 Feet


BREVARD COUNTY
RES-4
RES-4
RES-4
C-C
NC
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
IND
IND
IND
CONS
CONS
CITY OF COCOA
Cocoa
LAKE AV
N
COCOA
FLORIDA
GRISSOM ANNEXATION
FUTURE LAND USE
(EXISTING)
January 30, 2026
City of Cocoa
Future Land Use
Industrial
Conservation
Cocoa City Boundary
Subject Parcels
Parcels
County Future
Land Use
RES-4 Residential - 4 du/ac
C-C Community Commercial
NC Neighborhood Commercial
0 200 400 Feet


Cocoa
BREVARD COUNTY
RES-4
RES-4
C-C
IND
NC
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
IND
CONS
IND
CITY OF COCOA
MESA RIDGE DR
OXBOW CIR
CONS
IND
EMER
LAKE AV
N
COCOA
FLORIDA
GRISSOM ANNEXATION
FUTURE LAND USE
(PROPOSED)
January 30, 2026
City of Cocoa
Future Land Use
Industrial
Conservation
Cocoa City Boundary
Subject Parcels
Parcels
County Future
Land Use
RES-4 Residential - 4 du/ac
C-C Community Commercial
NC Neighborhood Commercial
0 200 400 Feet

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 03/31/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2026

Legal Clerk

Nancy Heyrman

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
Payment Cost:	$498.80	
Order No:	12200496	# of Copies:
Customer No:	1127247	1
PO #:	4-14-26 Grissom 46 Ac Annexation	

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Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION OF REAL PROPERTY

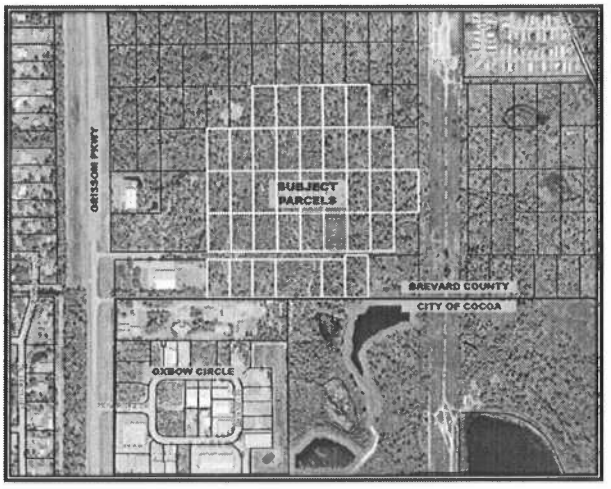
NOTICE IS HEREBY GIVEN THAT

THE COCOA CITY COUNCIL

PROPOSES TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 01-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

The complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk by contacting Monica Arsenault, City Clerk, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

City Council First Reading
PUBLIC HEARING WILL BE HELD ON

April 14, 2026

AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

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

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 04/07/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/07/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$498.80	
Tax Amount:	$0.00	
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KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION OF REAL PROPERTY

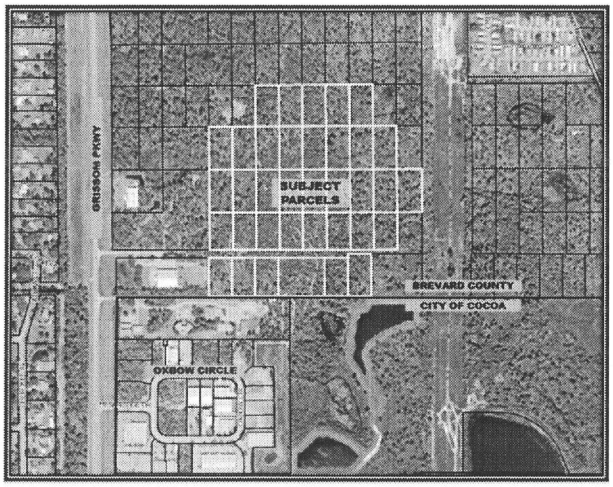
NOTICE IS HEREBY GIVEN THAT

THE COCOA CITY COUNCIL

PROPOSES TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 01-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

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City Council First Reading
PUBLIC HEARING WILL BE HELD ON

April 14, 2026

AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

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USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 04/17/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/17/2026

Legal Clerk

Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost:	$747.20	
Tax Amount:	$0.00	
Payment Cost:	$747.20	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION, REZONING AND FLUM
OF REAL PROPERTY

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE 1-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

AND

ORDINANCE 2-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE 3-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCEL OF REAL PROPERTY, TOTALLING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

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City Council Second Reading
PUBLIC HEARING WILL BE HELD ON

April 28, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

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However, the City is not responsible for technical difficulties that may occur while

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: April 28, 2026
Ordinance Number: 01-2026
Posted To Webpage: April 17, 2026, revised and reposted April 22, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY, NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

The proposed ordinance provides for the voluntary annexation of approximately 45.26 acres of real property located east of Grissom Parkway, north of Oxbow Circle, and south of Canaveral Groves Boulevard into the corporate limits of the City of Cocoa. The ordinance amends the City Charter to incorporate the annexed property into the City's municipal boundaries.

The public purpose of this ordinance is to promote orderly urban growth and ensure the efficient provision of municipal services in accordance with Chapter 171, Florida Statutes. The annexation facilitates the extension of City services, including water, wastewater, police, fire protection, and solid waste services, to an area currently within the City's utility service boundary. The subject property is currently vacant and is intended for development as an industrial complex, supporting economic development and job creation.

The annexation also ensures coordinated land-use planning, eliminates jurisdictional inconsistencies, and supports public health, safety, and welfare by allowing the City to manage future development in a manner consistent with its Comprehensive Plan.

Part II.

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

The proposed ordinance does not impose direct compliance costs on existing businesses. The subject property is currently vacant, and no existing businesses will be required to modify operations as a result of annexation.

Future development within the annexed area may incur typical costs associated with connecting to City utilities, site development, and permitting. These costs are standard for development projects and will be borne by the property owner or developer, including utility connection costs and on-site infrastructure improvements

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The ordinance itself does not create new fees or charges.

Following annexation, properties and businesses within the annexed area will become subject to the City of Cocoa's existing fee structure, including but not limited to:

- Building and permitting fees;
- Utility connection fees (if applicable);
- Impact fees (if applicable); and
- Other standard development-related charges.

Additionally, properties may be subject to existing City assessments, such as fire protection assessments and solid waste service fees, once development occurs

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(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

There are no regulatory costs to the City associated with this ordinance and nor is this ordinance imposing any new charges or fees on businesses.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

The subject property consists of multiple vacant parcels with no active business operations. The annexation is requested by the property owner.

Part IV. Additional Information the City Council may find useful (if any):

The annexation is voluntary and initiated by the property owner, indicating support for incorporation into the City. The area is contiguous to existing City boundaries and does not create enclaves.

The City has confirmed adequate capacity for potable water and wastewater services, and the developer will handle stormwater management on-site, minimizing impacts on City infrastructure.

CITY COUNCIL AGENDA ITEM

Memo Date:	April 15, 2026
Agenda Date:	April 28, 2026
File ID:	2026-295
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on second reading of Ordinance 02-2026 of the City Council of the City of Cocoa, Brevard County, Florida, amending the future land use map for thirty-six (36) parcels of real property within the City of Cocoa, consisting of approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard from Brevard County “RES4 (Residential-4)” to City of Cocoa “IND (Industrial)”.

BACKGROUND:

Introduction

This is an applicant-initiated request for a Future Land Use Map/Comprehensive Plan Amendment for thirty-six (36) parcels containing 45.26 acres of unplatted, vacant, real property located in unincorporated Brevard County from Brevard County “RES4 (Residential-4)” to City of Cocoa “IND (Industrial)”. This Future Land Use Map/Comprehensive Plan Amendment (CPA) request is being made concurrently with Ordinance 03-2026, a Zoning Map Amendment (Rezone) request to change the zoning of these parcels from Brevard County “GU (General Use)” to City of Cocoa “M-2 (Manufacturing and Light Industrial)“, AND with Ordinance 01-2026, a request to annex these properties into the City of Cocoa.

Note: The CPA will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa. Staff will request that this be a condition of approval.

On April 01, 2026, the applicant’s requests for a Future Land Use Map / Comprehensive Plan Amendment, Ordinance 02-2026 (CPA) and companion Zoning Map Amendment, Ordinance No. 03-2026 (ZMA), were presented before the Planning and Zoning Board. The Planning and Zoning Board recommended APPROVAL by City Council of the ZMA and CPA, CONDITIONED upon the approval of the annexation. The annexation, ZMA and CPA must all be approved by two readings before City Council. On April 14, 2026, City Council approved the first reading of Ordinance 02-2026 and companion ordinances 01-2026 and 03-2026.

The subject parcels for the Future Land Use Map/Comprehensive Plan Amendment, also known as the “Annexation Area”, are located generally east of Grissom Parkway, north of Oxbow Circle, and south of Canaveral Groves Boulevard, west of a 375’ Florida

Power and Light (FP&L) right-of-way, and more specifically northeast of the intersection of Grissom Parkway and Kleinfeldt Way, as depicted in Exhibit B - Location Map. A list of parcels in the Annexation Area has been provided and further described in the proposed Ordinance, attached hereto as Attachment “A”.

This area is in Brevard County Commission District #1, which is currently represented by Commissioner Katie Delaney. The Annexation Area is contiguous to City Council District #3, which is represented by City Councilmember Patricia Weeks.

The impetus of the annexation, Rezone, and CPA requests is that the Annexation Area is within the City of Cocoa wastewater utility service area, connection to which any new development will require. Pursuant to the City of Cocoa Code, Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers, any non-city property that requires City of Cocoa wastewater service and is contiguous to the City Boundary, must be annexed into the City. The southern boundary of the Annexation Area is contiguous to the northern boundary of the City of Cocoa.

The property owners are Dale and Lori Morris of Cocoa, Florida. The applicant is Alex Goetz, with KPM Franklin, representing Park Industrial, LLC who is seeking to purchase, develop the 36 parcels into one parcel, and develop the aggregated property as an industrial complex with warehouse and distribution operations and contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales (See Attachments 6 and 7 for Concept Plan and Example Photos).

Annexation Compliance with Florida Statutes and Process

The Annexation report will be prepared pursuant to Section 171.044 of the Florida Statutes regarding Voluntary Annexation, which sets forth the plans to annex the subject parcels.
There are no registered electors in the Annexation Area, and therefore no referendum on annexation is required by Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required prior to final adoption of the annexation ordinance. The subject parcels in the Annexation Area are under the shared ownership of the married couple Dale and Lori Morris, representing 100% of the parcels. The applicant provided the required “Petition for Voluntary Annexation” and “Designation of Agent Affidavit Authorization” form signed by the owners authorizing the applicant to apply on their behalf. Said area is “compact” as defined by F.S., Section 171.031, is situated in a single area and does not create enclaves, pockets, or finger areas in serpentine patterns. The Annexation request is scheduled to be heard before City Council on April 14th, 2026.

Current and Proposed Zoning and Future Land Use

The current County Zoning and Future Land Use for the entire Annexation Area are

General Use (GU) and Residential-4 (RES4), respectively (See Exhibit E – Existing Future Land Use Map). The County GU zoning designation covers rural residential, unimproved land, and areas without specific development trends; the RES4 future land use category allows for 4 dwelling units per acre. With this amendment, the applicant is seeking the City of Cocoa "Industrial" future land use designation (See Exhibit F – Proposed Future Land Use Map). Per the City of Cocoa Comprehensive Plan, Policy 1.1.2.10, the provisions of this designation are:

"Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map."

Existing General Land Use

	Current Use	Zoning	Future Land Use	Density/Intensity
Subject Property:	Vacant	County GU	County Residential-4	4 du/1 acre
Surrounding Uses:				
North (County)	Vacant	County GU	County Residential-4	4 du/1 acre
East (County)	Vacant	County GU	County Residential-4	4 du/1 acre
South (City of Cocoa)	Industrial	City of Cocoa M-2	City of Cocoa Industrial	1.5 FAR
West (County)	Vacant & Institutional	County GU & IN(L)	County Community Commercial & Residential-4	4 du/1 acre

The applicant is also seeking a City of Cocoa M-2 (Manufacturing and Light Industrial) zoning designation for the purposes of developing an industrial complex and distribution center, as previously stated.

(Note: Pursuant to Section 171.062 Florida Statutes, the Brevard County land use plan and zoning will remain in effect until the City of Cocoa adopts a comprehensive plan amendment for the Annexation Area. Refer to Exhibit C – Existing Zoning Map, Exhibit D – Proposed Zoning Map, Exhibit E – Existing Future Land Use Map, and Exhibit F – Proposed Future Land Use Map).

Advertisement and Notification

This small-scale CPA was duly advertised according to the Florida Statutes and the City of Cocoa Zoning Code, the legal ad was posted in the local newspaper at least 10 days prior to this hearing, the affidavit for which is provided as an attachment to this report. Letters to affected property owners within 500 feet were also notified by mail 15 days prior to this hearing. There were no responses, complaints, or inquiries to either the legal ad or the letters that were sent.

I. COMPREHENSIVE PLAN AMENDMENT ANALYSIS

The Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 for compliance with the Comprehensive Plan to determine:

(a) Whether the amendment favorably or unfavorably impacts the city's budget, or the economy of the region.

Staff Finding: The proposed amendment is not expected to have any adverse fiscal impact on the City's budget. The change from County RES4 (Residential-4) to the City's Industrial Future Land Use designation is anticipated to generate a net positive fiscal effect over time.

Under the existing RES4 designation, development potential is limited to low-density residential uses, which typically require a higher level of municipal services per acre—such as police, fire, roadway maintenance, utilities, parks, and other residential-supporting infrastructure—while generating comparatively lower ad valorem revenue on a per-acre basis.

By contrast, industrial development potentially produces a more favorable fiscal balance due to higher taxable improvement values and a lower demand for City services relative to residential uses. Industrial uses do not generate school enrollment impacts, require fewer police and fire service calls per acre, and place less demand on community facilities and recreation services. Additionally, industrial employment centers contribute positively to the City's economic base by expanding job opportunities and supporting local business activity.

(b) Whether the amendment will diminish the service level of public facilities.

Staff Finding: A preliminary analysis has shown that the City of Cocoa can provide services at the same level of service provided to other City residents and businesses with existing resources. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are specifically identified, necessary and appropriate mitigation will be required to be addressed during site development review and prior to construction. Additionally, any future redevelopment will be reviewed with respect to the guidelines set forth in the Comprehensive Plan, such as Policy 1.1.2.10 - Industrial, and all other applicable City of Cocoa Code of Ordinances.

The proposed amendment from RES4 to Industrial is not anticipated to create adverse impacts on public facilities. Potable water and sanitary sewer lines are already located adjacent to the site, and the City has confirmed adequate capacity for both services, with any on-site connections funded by the applicant. Stormwater will be fully managed on-site consistent with City and SJRWMD requirements, requiring little to no City investment. Industrial uses generally generate fewer peak-hour trips, less solid waste, and lower public safety service demands than residential development, ensuring no level-of-service deficiencies for transportation, solid waste, police, or fire. Because industrial uses do not create residential populations, there is no impact on parks, recreation, or schools. Overall, the amendment will not affect the City's ability to maintain existing levels of service for public facilities. An analysis of the utilities and infrastructure for the Annexation will be included in the Annexation staff report presented to City Council.

(c) Whether the amendment favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: A preliminary review of available mapping and site conditions indicates that the property is largely previously undisturbed and does not contain jurisdictional wetlands or conservation areas. Any potential environmental resources will be further evaluated during the development review process in accordance with City requirements and all applicable state and federal regulations, including St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (USACE), if applicable.

In addition, a Phase I Environmental Site Assessment (ESA) will be prepared and submitted with the Site Development Plan application. This assessment will evaluate past and present site conditions, identify any recognized environmental conditions (RECs), and ensure that any environmental considerations are thoroughly reviewed and addressed prior to construction. This step further ensures that the amendment and future development will not result in adverse environmental impacts. There are a significant number of trees on the subject parcels, which the applicant plans to replace and/or mitigate, per the City's tree removal, replacement and mitigation requirements.

(d) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code.

Staff Finding: The subject property lies adjacent to an established industrial corridor, in the vicinity of properties designated for Industrial use and developed with active warehouse, distribution, and employment-generating facilities. The Amazon warehouse directly to the south further reinforces the area's identity as a major industrial and logistics hub. Assigning the Industrial Future Land Use category to this parcel maintains continuity with the surrounding development pattern and supports the City's strategy of

concentrating industrial uses in areas with appropriate access, infrastructure, and utilities.

The amendment aligns with Comprehensive Plan goals by promoting economic development, expanding the City's employment base, and directing growth to a location already served by existing potable water and sanitary sewer capacity, as confirmed by the City's Utility Department. It also maintains land use compatibility, as industrial development on the site is fully consistent with surrounding uses and will not impact residential neighborhoods or sensitive land uses. Overall, the amendment supports orderly, logical growth in an area planned for long-term industrial activity.

The proposed ordinance is aligned with the goals and policies set forth by Chapter 187 of Florida Statues, including but not limited to **Chapter 187 Sec 15(B)(1),** "*Promote state programs, investments, and development and redevelopment activities which encourage efficient development and occur in areas which will have the capacity to service new population and commerce,*" and **Chapter 187 Sec 21(B)(1)**, to "*Attract new job-producing industries, corporate headquarters, distribution and service centers, regional offices, and research and development facilities to provide quality employment for the residents of Florida*." (see also criteria section (h) below).

(e) Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Staff Finding: The amendment is located adjacent to an area already planned and developed for industrial uses, and all necessary public facilities have adequate existing capacity to support the proposed development. The City has confirmed that potable water and sanitary sewer lines are adjacent to the property with sufficient system capacity, and no utility extensions are required to maintain adopted Levels of Service. Stormwater will be fully managed on-site in compliance with City and SJRWMD requirements, and industrial uses typically generate fewer peak-hour trips than the residential development allowed under the current RES4 designation. Accordingly, no roadway LOS deficiencies are anticipated though a complete traffic analysis will be required at the site plan stage.

Industrial development does not generate residential population, school-aged children, or increased demand for parks, recreation, or community facilities. Solid waste capacity is sufficient, and police and fire services can be provided using existing staffing and resources, as industrial uses generally require fewer service calls than residential areas. Overall, the amendment will not impact the City's ability to provide public facilities or maintain existing Levels of Service.

(f) Whether the amendment is incompatible with surrounding neighborhoods and land uses;

Staff Finding: The proposed CPA would assign the Industrial future land use designation to the properties, thereby establishing the potential for an industrial development pattern. The surrounding County parcels are also currently vacant with an un-established land use pattern. However, the proposed amendment is compatible with the land uses and the established development pattern in the City of Cocoa, as the site is located adjacent to an existing industrial corridor where properties to the south are developed with warehouse, distribution, and other industrial operations—including a large Amazon facility. The Industrial designation to the subject parcels will be an extension of this established City district, introducing no incompatible use. However, the surrounding primary County land use remains RES4, which allows 4 dwelling units per acre. According to the Brevard County Comprehensive Plan, the criteria for the location of this future land use includes “unincorporated areas which are adjacent to incorporated areas”. It also includes allowances for higher densities which should “enhance blending with adjacent areas and to maximize the integration of open space within the development and promote inter-connectivity with surrounding uses” (BC Comp Plan, FLU Element). In consideration of this low-density surrounding County land use, the City will require an opaque “compatibility” buffer, which will minimize visual, noise, and environmental impacts. Such buffer will be determined at the time of site development application (the City of Cocoa Code currently calls for a wall between industrial and residential zoning). It should be noted that the City’s Comprehensive Plan, Future Land Use Element, Policy 1.1.5.1 regarding Neighborhood Protection, provides that more intense development, such as commercial, mixed-use, and industrial uses, shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses. In the absence of transitional land uses, potential adverse impacts to surrounding residential should be mitigated through the use of (A) Buffer areas that will provide a separation between commercial and single-family residential structures; (B) Landscaping and/or trees separating the commercial and residential land use; and (C) Walls and/or opaque vegetative screens separating the commercial and single-family residential land use.

Overall, the amendment aligns with the City of Cocoa’s industrial character and supports orderly, compatible development as part of the existing Industrial City land use.

(g) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed amendment will not adversely affect the ability of people to find adequate housing near their places of employment. The site is located adjacent to an established industrial corridor already proximal to existing residential neighborhoods within a short commuting distance. Because the parcel was previously under the County’s RES4 designation and not part of the City’s planned housing supply, its conversion to Industrial does not reduce the City’s available residential land. Instead, the amendment supports additional employment opportunities in an area already well

connected to nearby housing, resulting in a neutral to favorable effect on overall jobs–housing accessibility. The subject parcels are located within 3 miles of both single-family and multi-family residential housing.

(h) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is located adjacent to an established industrial corridor where properties to the south, within the City carry an Industrial Future Land Use designation, including the Amazon warehouse directly to the south, reinforcing the area as a major employment and logistics hub. The proposed Industrial designation for the subject properties maintains compatibility and continuity with this development pattern and supports the City's strategy of focusing industrial uses in areas with adequate access, infrastructure, and utilities—confirmed by the availability of adjacent potable water and sanitary sewer capacity. The amendment advances Comprehensive Plan goals for economic development, efficient use of existing public facilities, and orderly, compatible land use transitions, and will not affect or encroach upon any residential neighborhoods or sensitive uses. The following applicable Comprehensive Plan Goals and policies, include but are not limited to:

Land Use Element

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.1.1*: Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*

Policy 1.1.2.10: Industrial (IND). *Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.*

A. Industrial areas shall also serve as an area to locate businesses with principal uses and activities which could have adverse secondary effects (i.e., increase crime;

neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.

B. Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.

C. Future industrial areas should be planned with extensive landscaping, and coordinated parking. Industrial areas shall have immediate access to a two-lane collector and/or two-lane arterial.

D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential development.

GOAL 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

Objective 1.3.1: Economic Base Enhancement. *The City of Cocoa shall seek to establish and maintain a stable and growing economic base through strategic incentive programs and diversification of the economy.*

Policy 1.3.1.7: *The City shall consider adding to the stock of available commercially, recreational and industrially zoned lands as when supply and demand begin to dictate need for more land.*

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation

will be required to be addressed prior to construction.

Conditions of Approval:

This Future Land Use Map/Comprehensive Plan Amendment will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa, Ordinance 01-2026.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
April 01, 2026: Planning and Zoning Board recommended that City Council APPROVE WITH CONDITIONS Ordinance 02-2026 for the Future Land Use Map / Comprehensive Plan Amendment to change the future land use of the subject parcels from County Residential-4 (RES4) to City of Cocoa Industrial (IND).

April 14, 2026: City Council APPROVED the first reading of Ordinance 02-2026, changing the future land use map designation of the real property from Brevard County “Residential-4” to City of Cocoa “Industrial.”

RECOMMENDED MOTION:
Staff requests that City Council APPROVE on second reading Ordinance 02-2026, changing the future land use map designation of the real property from Brevard County “Residential-4” to City of Cocoa “Industrial.”

Comprehensive Plan Amendment / Development of Regional Impact Application

City Manager's Office
Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
E-mail: cocoaplanning@cocoafl.gov
Web: http://www.cocoafl.org

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board/ Local Planning Agency and City Council hearings. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

1. **Type of Application:**
   - ☑ Small-scale Comprehensive Plan - Map Amendment
   - ☐ Expedited Comprehensive Plan - Map Amendment
   - ☐ Expedited Comprehensive Plan - Text Amendment
2. **Existing Future Land Use Category (*if applicable*):** County RES 4
3. **Proposed Future Land Use Category (*if applicable*):** City Industrial
4. **Existing Zoning Category (*if applicable*):** County GU
5. **Proposed Zoning Category (*separate application*):** City MU-2
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** N/A
7. **Proposed text amendment policies (*if applicable*):** N/A
8. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): KPM Franklin

   Name: Alex Goetz

   Mailing Address: 6300 Hazeltine National Drive Suite 118

   City: Orlando State: FL Zip Code: 32822

   Phone #: 407-994-4453 Fax #:

   Mobile #: E-mail: agoetz@kpmfranklin.com

*additional property owner sheet attached

9. Property Owner Information: ** Check here if same as Applicant* → ☐

** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Dale L Morris, Lori L Morris

Mailing Address: 5018 DUSON WAY

City: ROCKLEDGE State: FL Zip Code: 32955

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

10. Applicant's Representatives: ** If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

*additional sheet with parcel ids attached

11. Property Information (*if applicable*):

Street Address and Location: east of Grissom Parkway and South of Canaveral Groves Boulevard

Parcel ID: * *If more than three Parcel IDs, attach additional sheet with Parcel IDs.*

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Tax Account Numbers: * *If more than three Tax Account #s, attach additional sheet with Tax Account #s.*

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*additional sheet with tax account numbers attached

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Land Area: 1,829,520 +/- square feet or 43.6 acres

Existing Use(s) on Property: vacant

Proposed Use(s) on Property: industrial including: warehouse and distribution operations, as well as contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales.

12. Please submit the following items in order complete the application:

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☑ **Application fee.** The fee for Small-Scale Amendments is $____. The fee for Expedited Amendments is $____ Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☑ **Certified boundary survey.** Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.

h. ☑ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☑ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.**

j. ☑ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.**

k. ☑ **An analysis of the impact of the amendment on all public facilities, if any.**

l. ☑ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.**

m. ☑ **An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan.**

n. ☑ **An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted.**

o. ☑ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.**

p. ☑ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.**

q. NA **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

1. Land Use Compatibility Study
2. Transportation Study
3. Market Study

r. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

13. Application filing deadline. Applications are processed in as timely a manner as possible and will be scheduled for the next available Planning & Zoning Board and City Council meeting once the analysis and staff report has been completed.

14. Application filing procedure. This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

In order to approve a comprehensive plan amendment, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

The proposed amendment is not expected to have any adverse fiscal impact on the City's finances. In fact, the change from County Residential-4 (RES-4) to the City's Industrial Future Land Use designation is anticipated to generate a net positive fiscal effect over time.

Under the existing RES-4 designation, development potential is limited to low-density residential uses, which typically require a higher level of municipal services per acre—such as police, fire, roadway maintenance, utilities, parks, and other residential-supporting infrastructure—while generating comparatively lower ad valorem revenue on a per-acre basis.

By contrast, industrial development generally produces a more favorable fiscal balance due to higher taxable improvement values and a lower demand for City services relative to residential uses. Industrial uses do not generate school enrollment impacts, require fewer police and fire service calls per acre, and place less demand on community facilities and recreation services. Additionally, industrial employment centers contribute positively to the City's economic base by expanding job opportunities and supporting local business activity.

b. Whether the proposal will diminish the service level of public facilities.

The proposed amendment from RES-4 to Industrial will not create adverse impacts on public facilities. Potable water and sanitary sewer lines are already located adjacent to the site, and the City has confirmed adequate capacity for both services, with any on-site connections funded by the applicant. Stormwater will be fully managed on-site consistent with City and SJRWMD requirements, requiring no City investment. Industrial uses generate fewer peak-hour trips, less solid waste, and lower public safety service demands than residential development, ensuring no level-of-service deficiencies for transportation, solid waste, police, or fire. Because industrial uses do not create residential populations, there is no impact on parks, recreation, or schools. Overall, the amendment will not affect the City's ability to maintain existing levels of service for public facilities.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

A review of available mapping and site conditions indicates that the property is largely previously disturbed and does not contain jurisdictional wetlands, conservation areas, or listed-species habitat. Any potential environmental resources will be further evaluated during the development review process in accordance with City requirements and all applicable state and federal regulations, including St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (USACE), if applicable.

In addition, a Phase I Environmental Site Assessment (ESA) will be prepared and submitted with the Site Development Plan application. This assessment will evaluate past and present site conditions, identify any recognized environmental conditions (RECs), and ensure that any environmental considerations are thoroughly reviewed and addressed prior to construction. This step further ensures that the amendment and future development will not result in adverse environmental impacts

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.

The subject property lies within an established industrial corridor, surrounded by properties designated for Industrial use and developed with active warehouse, distribution, and employment-generating facilities. The Amazon warehouse directly to the south further reinforces the area's identity as a major industrial and logistics hub. Assigning the Industrial Future Land Use designation to this parcel maintains continuity with the surrounding development pattern and supports the City's strategy of concentrating industrial uses in areas with appropriate access, infrastructure, and utilities.

The amendment aligns with Comprehensive Plan goals by promoting economic development, expanding the City's employment base, and directing growth to a location already served by existing potable water and sanitary sewer capacity, as confirmed by the City's Utility Department. It also maintains land use compatibility, as industrial development on the site is fully consistent with surrounding uses and will not impact residential neighborhoods or sensitive land uses. Overall, the amendment supports orderly, logical growth in an area planned for long-term industrial activity.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

The amendment is located within an area already planned and developed for industrial uses, and all necessary public facilities have adequate existing capacity to support the proposed development. The City has confirmed that potable water and sanitary sewer lines are adjacent to the property with sufficient system capacity, and no utility extensions or capital upgrades are required to maintain adopted Levels of Service. Stormwater will be fully managed on-site in compliance with City and SJRWMD requirements, and industrial uses typically generate fewer peak-hour trips than the residential development allowed under the current RES-4 designation, ensuring no roadway LOS deficiencies are created.

Industrial development does not generate residential population, school-aged children, or increased demand for parks, recreation, or community facilities. Solid waste capacity is sufficient, and police and fire services can be provided using existing staffing and resources, as industrial uses generally require fewer service calls than residential areas. Overall, the amendment will not impact the City's ability to provide public facilities or maintain existing Levels of Service.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

The proposed amendment is fully compatible with the surrounding land uses and the established development pattern, as the site is located within an existing industrial corridor where all adjacent properties carry Industrial designations and are developed with warehouse, distribution, and other industrial operations—including a large Amazon facility directly to the south. The Industrial designation will create a seamless transition within this established district, introduce no incompatible uses, and avoid impacts on residential areas, which are not located near the site. Overall, the amendment aligns with the area's industrial character and supports orderly, compatible development without creating land use conflicts.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

The proposed amendment will not adversely affect the ability of people to find adequate housing near their places of employment. The site is located within an established industrial corridor already served by numerous existing residential neighborhoods within a short commuting distance. Because the parcel was previously under the County's RES-4 designation and not part of the City's planned housing supply, its conversion to Industrial does not reduce the City's available residential land. Instead, the amendment supports additional employment opportunities in an area already well connected to nearby housing, resulting in a neutral to favorable effect on overall jobs–housing accessibility.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

The subject property is located within an established industrial corridor where all surrounding properties carry an Industrial Future Land Use designation, including the Amazon warehouse directly to the south, reinforcing the area as a major employment and logistics hub. The proposed Industrial designation maintains compatibility and continuity with this development pattern and supports the City's strategy of focusing industrial uses in areas with adequate access, infrastructure, and utilities—confirmed by the availability of adjacent potable water and sanitary sewer capacity. The amendment advances Comprehensive Plan goals for economic development, efficient use of existing public facilities, and orderly, compatible land use transitions, and will not affect or encroach upon any residential neighborhoods or sensitive uses.

Public hearings process information – please read this!

15. **Dates and locations of public hearings.** All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings and City of Cocoa Council meetings are held at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

16. **Board types.** The Planning & Zoning Board / Local Planning Agency is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

17. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

18. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

19. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

20. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

21. **Planning & Zoning Board/ Local Planning Agency vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

22. **City Council action.** *Small-scale amendments* require one City Council public hearing, after which the amendments are transmitted to the Department of Economic Opportunity (DEO) for their files. If approved by Council, the typical effective date is thirty-one (31) days after adoption by City Council. *Expedited amendments* require two separate City Council public hearings. After the first hearing, the amendment must be transmitted to DEO and other state agencies for detailed review. Comments from this review are due to the City within thirty (30) days. The City then has 180 days to address any comments and hold the second City Council hearing. If approved by Council, the typical effective date is thirty-one (31) days after adoption by City Council.

23. Signatures and Notarization.

STATE OF Florida COUNTY OF ORANGE. I, ALEX GOETZ being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

x _____ Hannah Ruddy

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Hannah Ruddy
My Commission HH 406819
Expires 6/5/2027

_____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 25 day of November, 20 25

FOR OFFICE USE ONLY

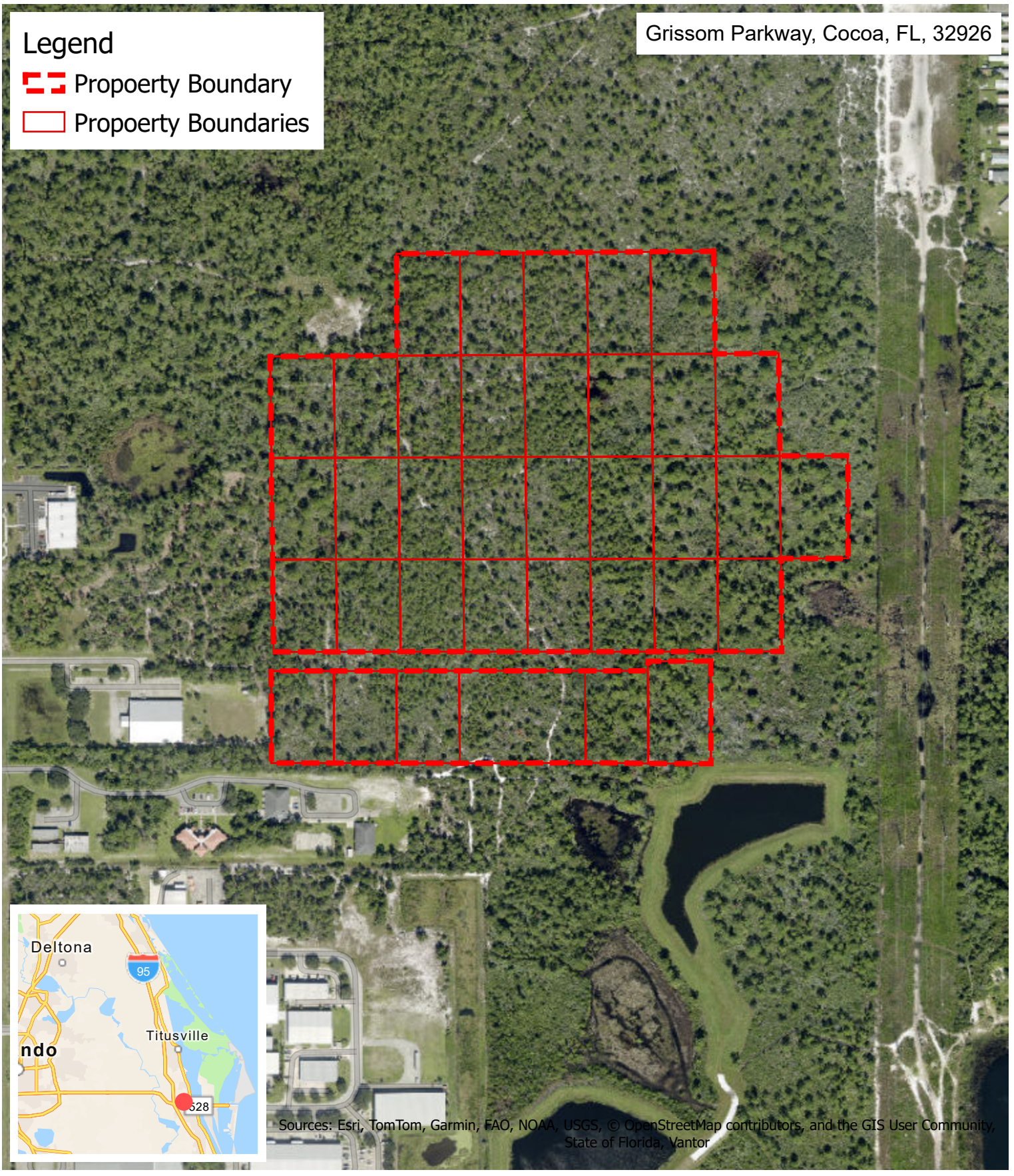
Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

Brevard County, Florida

2024 Aerial Map

FIGURE - A2 | Mar 26, 2026

N
W E
S

400
Feet

OBJECTID	Tax Account ID	Parcel IDs	Acres	Property Owner
1	2400740	24-35-01-25-14-9	1.14	Morris, Dale: Morris, Lori
2	2400739	24-35-01-25-14-8	1.14	Morris, Dale: Morris, Lori
3	2400738	24-35-01-25-14-7	1.14	Morris, Dale: Morris, Lori
4	2400737	24-35-01-25-14-5	2.28	Morris, Dale: Morris, Lori
5	2400736	24-35-01-25-14-4	1.14	Morris, Dale: Morris, Lori
6	2400735	24-35-01-25-14-3	1.15	Morris, Dale: Morris, Lori
7	2400725	24-35-01-25-13-18	1.15	Morris, Dale: Morris, Lori
8	2400726	24-35-01-25-13-19	1.15	Morris, Dale: Morris, Lori
9	2400727	24-35-01-25-13-20	1.15	Morris, Dale: Morris, Lori
10	2400728	24-35-01-25-13-21	1.16	Morris, Dale: Morris, Lori
11	2400729	24-35-01-25-13-22	1.16	Morris, Dale: Morris, Lori
12	2400730	24-35-01-25-13-23	1.16	Morris, Dale: Morris, Lori
13	2400731	24-35-01-25-13-24	1.16	Morris, Dale: Morris, Lori
14	2400732	24-35-01-25-13-25	1.16	Morris, Dale: Morris, Lori
15	2400718	24-35-01-25-13-9	1.15	Morris, Dale: Morris, Lori
16	2400717	24-35-01-25-13-8	1.15	Morris, Dale: Morris, Lori
17	2400716	24-35-01-25-13-7	1.15	Morris, Dale: Morris, Lori
18	2400715	24-35-01-25-13-6	1.16	Morris, Dale: Morris, Lori
19	2400714	24-35-01-25-13-5	1.16	Morris, Dale: Morris, Lori
20	2400713	24-35-01-25-13-4	1.16	Morris, Dale: Morris, Lori
21	2400712	24-35-01-25-13-3	1.16	Morris, Dale: Morris, Lori
22	2400711	24-35-01-25-13-2	1.16	Morris, Dale: Morris, Lori
23	2400710	24-35-01-25-13-1	1.03	Morris, Dale: Morris, Lori
24	2400701	24-35-01-25-12-18	1.15	Morris, Dale: Morris, Lori
25	2400702	24-35-01-25-12-19	1.15	Morris, Dale: Morris, Lori
26	2400703	24-35-01-25-12-20	1.15	Morris, Dale: Morris, Lori
27	2400704	24-35-01-25-12-21	1.16	Morris, Dale: Morris, Lori
28	2400705	24-35-01-25-12-22	1.16	Morris, Dale: Morris, Lori
29	2400706	24-35-01-25-12-23	1.16	Morris, Dale: Morris, Lori
30	2400707	24-35-01-25-12-24	1.16	Morris, Dale: Morris, Lori
31	2400708	24-35-01-25-12-25	1.16	Morris, Dale: Morris, Lori
32	2400691	24-35-01-25-12-7	1.15	Morris, Dale: Morris, Lori
33	2400690	24-35-01-25-12-6	1.16	Morris, Dale: Morris, Lori
34	2400689	24-35-01-25-12-5	1.16	Morris, Dale: Morris, Lori
35	2400688	24-35-01-25-12-4	1.16	Morris, Dale: Morris, Lori
36	2400687	24-35-01-25-12-3	1.16	Morris, Dale: Morris, Lori

Utility Customer Service Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8400 I Fax: (321) 433-8408
Email: customerservice@cocoafl.org

Owner Letter of Authorization

Property owners must provide proof of ownership/authorization (i.e. Recorded Deed, or, Notarized Power of Attorney) if not recorded with Brevard County Property Appraiser's Office. A copy of the owner's government-issued photo identification must be presented at the time of signing. If the owner is not providing the form in person, notarization is required. Authorized agent/property management agreement must be provided if this form is being completed by someone other than the owner per Brevard County Property Appraiser's Office.

This form is to be presented absent a lease agreement or in cases of a month-to-month tenancy.

Section I: Owner Attestation

I, Dale L Morris and Lori L Morris, am the owner of the property located at:
Grissom Parkway - 36 lots, parcel ID list attached

Section II: Residential Authorization

I hereby authorize _____ to initiate all services at the above-referenced address, effective this day _____ of _____, 20 ___.

The following person(s) are authorized to reside at the above-referenced address.

1. _____ 3. _____
2. _____ 4. _____

Section III: Commercial Authorization

I hereby authorize KPM Franklin, Alex Goetz to initiate all services
Business Name

beginning 11/26/25.
Date

Dale Morris — Owner Signature
11-21-25 — Date
(321) 403-3752 — Owner Phone

Section IV: Notarization

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 21 day of November of 2025, by Dale L Morris and Lori L Morris.

AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
Bonded through National Notary Assn.

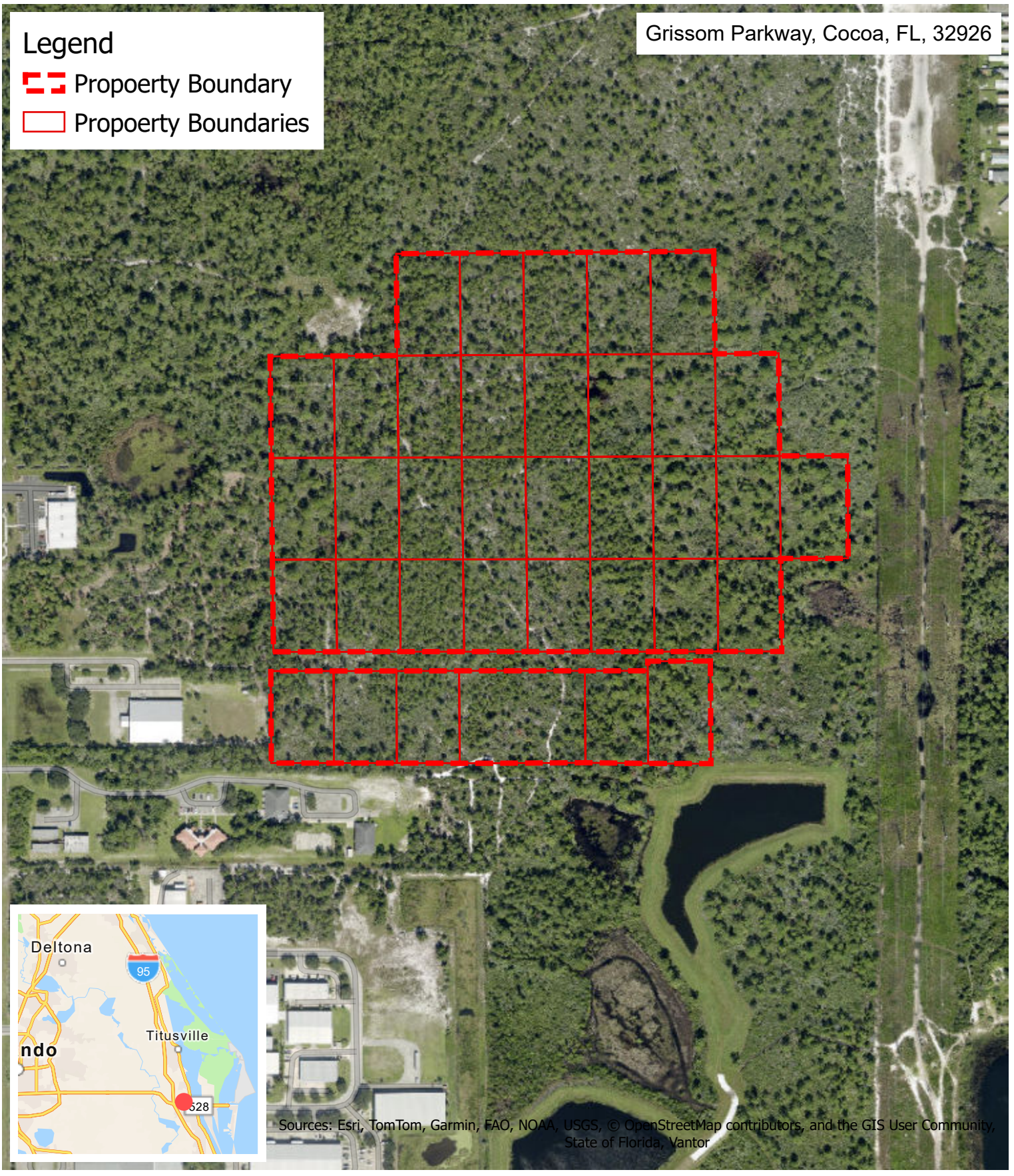
Signature of Notary Public

Stamp or Seal

Personally known: ☑

OR Produced Identification: ☐

Type of Identification Produced: _____



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

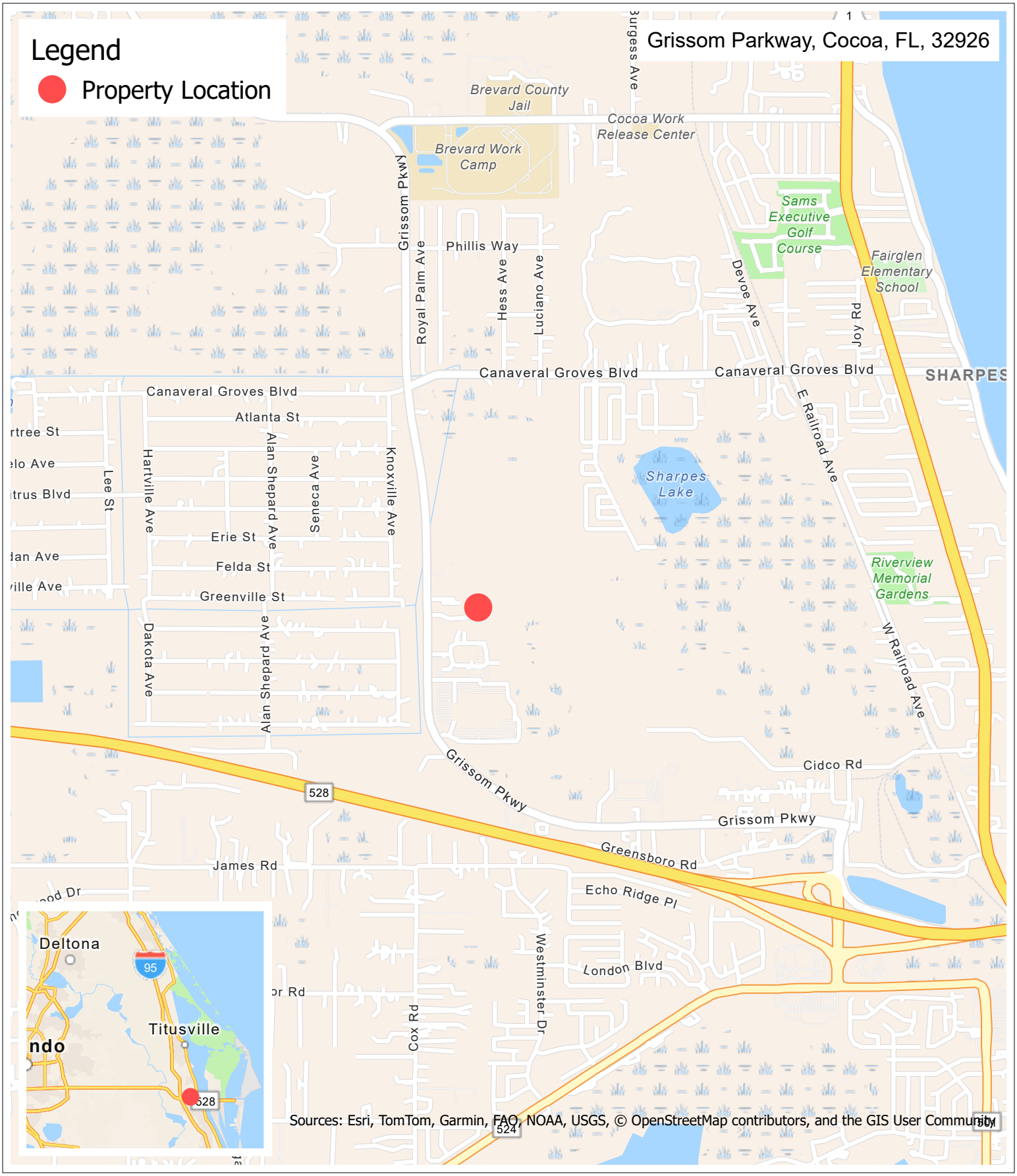
Brevard County, Florida

2024 Aerial Map

FIGURE - A2 | Mar 26, 2026

N
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S

400
Feet



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

Brevard County, Florida

Location Map

FIGURE - A1 | Sep 4, 2025

N
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Miles

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

NOT VALID WITHOUT ALL SHEETS

LEGAL DESCRIPTION:

CHICAGO TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NUMBER: 27908
COMMITMENT DATE: OCTOBER 22, 2025 @ 11:00 AM

PARCEL 1:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.

ALSO KNOWN AS TRACT 3, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 2:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. ALSO KNOWN AS TRACT 4, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 3:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 5, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 4:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 6, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 5:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 7, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

*PARCEL 6:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 18, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 7:
THE EAST 175 FEET OF THE WEST 1080 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 19, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 8:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 LESS THE SOUTH 30 FEET THEREOF OF THE SW 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 20, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 9:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 21, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 10:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SW 1/4 LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 22, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 11:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 14 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 23, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 12:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 24, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 13:
THE EAST 175 FEET OF THE WEST 2130 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 25, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 15:
THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET AND THE EAST 30 FEET FOR ROAD, AND LESS THE WEST 2130 FEET, THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 1, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 16:
THE EAST 175 FEET OF THE WEST 2130 FEET FOR THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 2, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 17:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 3, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 18:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 4, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 19:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 5, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 20:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 6, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 21:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 7, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 22:
THE EAST 175 FEET OF THE WEST 1080 OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 8, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 23:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 9, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 24:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 18, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 25:
THE EAST 175 FEET OF THE WEST 1080 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 19, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 26:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 20, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 27:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 21, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 28:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 22, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 29:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 23, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 30:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 24, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 31:
THE EAST 175 FEET OF THE WEST 2130 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 25, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 32:
THE EAST 173 FEET OF THE WEST 1933 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.

ALSO KNOWN AS TRACT 3, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 33:
THE EAST 173 FEET OF THE WEST 1760 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET AND LESS THE SOUTH 50 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 4, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 34:
THE EAST 173 FEET OF THE WEST 1587 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 5, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

AND

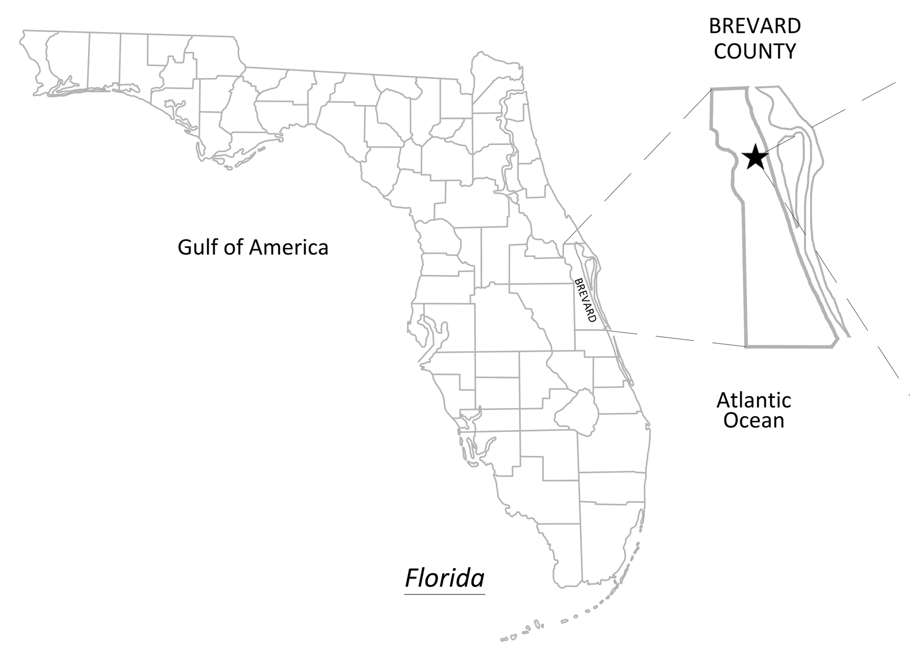
THE EAST 173 FEET OF THE WEST 1414 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 6, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

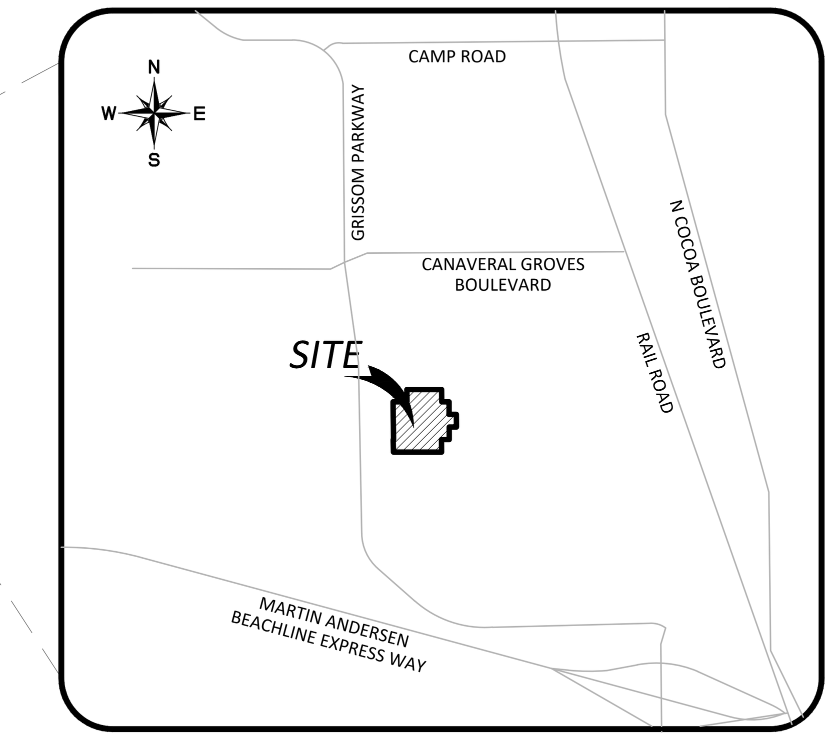
PARCEL 35:
THE EAST 173 FEET OF THE WEST 1241 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 7, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 36:
THE EAST 173 FEET OF THE WEST 1068 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 8, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 37:
THE EAST 173 FEET OF THE WEST 895 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 9, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

*APPARENT SCRIVENER'S ERROR FOUND FOR PARCEL 6. ORB 9732, PAGE 2204 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FL READS AS FOLLOWS: "THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LESS ..."





VICINITY MAP

LEGAL DESCRIPTION:

(SURVEYOR'S DESCRIPTION)

A PORTION OF A PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0°22'47" WEST, 633.18 FEET, TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID EAST LINE NORTH 89°55'46"WEST, 182.35 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47"EAST, 286.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 89°57'51"WEST, 1,400.29 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 919.94 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89°55'46" EAST, 349.79 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 874.48 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°43'30" EAST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET; TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 00°22'47" EAST, 316.19 FEET, TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET TO A POINT SITUATE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 MARKED BY A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, ALONG SAID EAST LINE, SOUTH 0°22'47" EAST, 316.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,618,336 SQUARE FEET, 37.15 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 1, NORTH 89°57'51" WEST, 377.32 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID SOUTH LINE NORTH 89°57'51" WEST, 1,211.10 FEET TO A 5/8" IRON ROD AND CAP "LB 6544";THENCE, DEPARTING SAID SOUTH LINE NORTH 0°47'28" WEST, 286.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLINEFELDT RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 3589, PAGE 3866 MARKED WITH A 5/8"IRON ROD & CAP STAMPED "LB6544";THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 88°09'55" EAST, 8.33 FEET; THENCE, SOUTH 89°57'51" EAST, 1,031.82 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 0°22'47" WEST, 30.00 FEET TO A TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°57'51" EAST, 173.01 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47" EAST, 317.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605" ALSO BEING THE P**OINT OF BEGINNING.**

CONTAINING 353,239 SQUARE FEET, 8.11 ACRES, MORE OR LESS.

ALTA/NSPS TABLE A ITEMS:

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(SHOWN ON MAP OF SURVEY)**
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(SHOWN ON MAP OF SURVEY)**
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **(SEE SURVEYOR'S REPORT NUMBER 12)**
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(AS SHOWN HEREON)**
6. (a) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
   (b) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
7. (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDING ON SUBJECT PARCELS AT TIME OF SURVEY)**
   (b) SQUARE FOOTAGE OF:
   (1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDING ON SUBJECT PARCELS AT TIME OF SURVEY)**
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(NONE FOUND AT TIME OF SURVEY)**
9. NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS, AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NONE FOUND AT TIME OF SURVEY)**
11. EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.IV.) AS DETERMINED BY:
    (a) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION) **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(SHOWN ON MAP OF SURVEY)**
16. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (**NONE FOUND AT TIME OF SURVEY)**
18. PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR. **(SHOWN ON MAP OF SURVEY)**

SCHEDULE B-II ITEMS:

CHICAGO TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NUMBER: 27908
COMMITMENT DATE: OCTOBER 22, 2025 @ 11:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. **(NONE KNOWN BY THIS SURVEYOR)**
2. TAXES AND ASSESSMENTS FOR THE YEAR 2026 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(NONE KNOWN BY THIS SURVEYOR)**

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NONE KNOWN BY THIS SURVEYOR)**

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. **(NONE KNOWN BY THIS SURVEYOR)**
6. CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE SURVEY OF CANAVERAL GROVES SUBDIVISION, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. **(AFFECTS, SHOWN ON MAP OF SURVEY)**
7. RIGHTS AND CONDITIONS OF INGRESS AND EGRESS BY MEANS OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1646, PAGE 130 (ALL PARCELS. **(AFFECTS, SHOWN ON MAP OF SURVEY)**
8. SUBJECT TO DRAINAGE AND CANAL EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1733, PAGE 1012 (ALL PARCELS). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
9. AFFIDAVIT REGARDING UNRECORDED MAP RECORDED IN OFFICIAL RECORDS BOOK 1899, PAGE 449 (ALL PARCELS). **(AFFECTS, NOTHING GRAPHICAL TO DEPICT)**
10. SUBJECT TO RIGHTS OF OTHERS TO USE THE EASEMENTS AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1611, PAGE 905; OFFICIAL RECORDS BOOK 3055, PAGE 4394; OFFICIAL RECORDS BOOK 3071, PAGE 2638; OFFICIAL RECORDS BOOK 4828, PAGE 588 AND OFFICIAL RECORDS BOOK 6745, PAGE 2175 (PARCEL17). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
11. SUBJECT TO RIGHTS OF OTHERS TO USE EASEMENTS AS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1611, PAGE 897, 898, 900 AND 901; OFFICIAL RECORDS BOOK 5414, PAGE 808, 809, 810 AND 811 AND OFFICIAL RECORDS BOOK 5608,PAGE 2318, 2320, 2322 AND 2324 (PARCELS 3, 4, 9, 10). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
12. QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6283, PAGE 2120 (AS TO PARCELS 24 AND 36). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
13. FINAL JUDGMENT QUIETING TITLE RECORDED IN OFFICIAL RECORDS BOOK 6205, PAGE 1778 AND OFFICIAL RECORDS BOOK 6207, PAGE 2537 (AS TO PARCELS 26, 27, 33 37). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
14. RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS. **(NOT A SURVEY MATTER**
15. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS OR LITTORAL RIGHTS IS NOT INSURED. **(NOT A SURVEY MATTER)**

SYMBOLS LEGEND:

- BENCHMARK
- 1 SCHEDULE B-II EXCEPTION
- FIRE HYDRANT
- WATER VALVE
- CATCH BASIN
- MITERED END SECTION

HATCH LEGEND:

- ASPHALT SURFACE
- CONCRETE SURFACE
- EASEMENT AREAS

THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

SURVEYOR'S REPORT:

1. PLAT BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO CANAVERAL GROVES SUBDIVISION SURVEY BOOK 2 PAGE 58, FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. FIELD BEARINGS AND DISTANCES ARE BASED ON STATE PLANE GRID. THE BEARING BASE IS ALONG THE MONUMENTED WEST LINE OF SUBJECT PROPERTY. (BEARING BASE: N0°43'30"W)
3. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY AN ALTA/NSPS LAND TITLE SURVEY. THE REQUIREMENTS FOR AN ALTA/NSPS LAND TITLE SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2021).
4. THE ACCURACY STANDARD USED FOR HORIZONTAL CONTROL FOR THIS SURVEY EXCEEDS A MINIMUM RELATIVE DISTANCE OF 1 FOOT IN 10,000 FEET. ("STANDARDS OF PRACTICE (5J-17.051 FAC)" PURSUANT TO SECTION 472.027, FLORIDA STATUTES).
5. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A TOPCON HIPER VR GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   5.1. THE REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON NOVEMBER , 2025.
   5.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   5.3. HORIZONTAL DATA IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
   5.4. HORIZONTAL CONTROL IS BASED ON FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD POINT , PID=69522, (PUBLISHED COORDINATES: NORTHING=1,489585.03', EASTING=724,327.49'), FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ (U.S. SURVEY FOOT).
6. VERTICAL CONTROL IS BASED ON GPS LEVELING UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK.
   6.1. VERTICAL DATA IS BASED ON NAVD (NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT).
   6.2. VERTICAL DATA IS BASED ON NGS POINT DESIGNATED AS I95 73 A82 PID=AK2106 ELEV=23.95'(NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT)
   6.3. TWO TEMPORARY BENCH MARKS WERE SET ON THE SITE. SEE THE MAP OF SURVEY.
7. THE ACCURACY STANDARD USED FOR THE VERTICAL CONTROL FOR THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENT CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC). THE MAXIMUM ERROR OF ACCURACY ALLOWED FOR THIS TYPE OF SURVEY IS 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES (0.05*√1). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION EXCEEDS THIS REQUIREMENT.
8. DISTANCES THAT WERE MEASURED WITH E.D.M. EQUIPMENT HAVE BEEN ADJUSTED FOR TEMPERATURE.
9. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
10. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
11. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
12. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
13. THIS PROPERTY LIES WITHIN ZONES X AND A OF THE CURRENT FEMA FLOOD RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS MAP NUMBER 12009C320H WITH AN EFFECTIVE DATE OF JANUARY 29, 2021.
14. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
15. THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES NOR ENDANGERED SPECIES HABITAT.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE STRICTLY PROHIBITED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
17. MEASUREMENT SHOWN HEREON ARE IN U.S. SURVEY FOOT AND DECIMALS THEREOF.

ABBREVIATIONS LEGEND:

ADJ	ADJUSTED
ALTA	AMERICAN LAND TITLE ASSOCIATION
(C)	CALCULATED DATA
COA	CERTIFICATE OF AUTHORIZATION
CONC	CONCRETE
CLK	CHAINLINK
(D)	DEED DATA
E.D.M.	ELECTRONIC DISTANCE MEASUREMENT
EL/ELEV	ELEVATION
FAC	FLORIDA ADMINISTRATIVE CODE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
G.P.R.	GROUND PENETRATING RADAR
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
ILL	ILLEGIBLE
INV	INVERT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(M)	MEASURED DATA
MES	MITERED END SECTION
NAD	NORTH AMERICAN DATUM
NO.	NUMBER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT DATA
(P-C)	PLAT CALCULATED
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RTK	REAL TIME KINEMATICS
R/W	RIGHT-OF-WAY
SEC	SECTION
S.U.E.	SUBSURFACE UTILITY ENGINEERING
(TYP)	TYPICAL
U.S.	UNITED STATES

PROJECT INFORMATION:

FIELD DATE: 11/03/25
PARTY CHIEF: RF
DRAWN BY: AR
CHECKED BY: MWH
APPROVED BY: MWH
JOB NUMBER: 25-0290.001
DRAWING: 25-0290.001 Grissom Parkway_REV7.dwg
DRAWING DATE: 11/25/25
FIELD BOOK:

SURVEYOR'S CERTIFICATE:

TO: PARK INDUSTRIAL LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 11(a), 13, 16, AND 18.

THE FIELD WORK WAS COMPLETED ON 11/18/2025 (FIELD SURVEY DATE)

DATE OF MAP: 11/25/2025

MITCHEL W. HILL
License Number 7374
STATE OF FLORIDA
Professional Surveyor and Mapper

Digitally signed by Mitchel W Hill
DN: CN=Mitchel W Hill, dnQualifier=A01410C0000018C6A1F8FF7001029AD, O=Florida, C=US
Date: 2026.02.10 14:41:42-05'00'

MITCHEL W. HILL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER LS7374

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. PDF FORMAT COPIES DIGITALLY SIGNED BY THE LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER USING A THIRD PARTY DIGITAL SIGNATURE SERVICE ARE ACCEPTABLE. PAPER COPIES WITHOUT ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE:	DESCRIPTION
10		
9		
8		
7	2-9-26	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
6	2-6-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
5	2-4-26	REVISED INTERIOR PARCEL DISPLAY
4	1-27-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
3	1-22-26	UPDATED LEGAL DESCRIPTION
2	1-21-26	ADDED TREE SAMPLE AREAS
1	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

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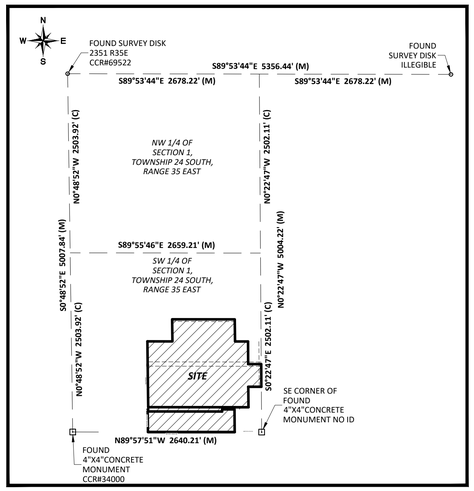
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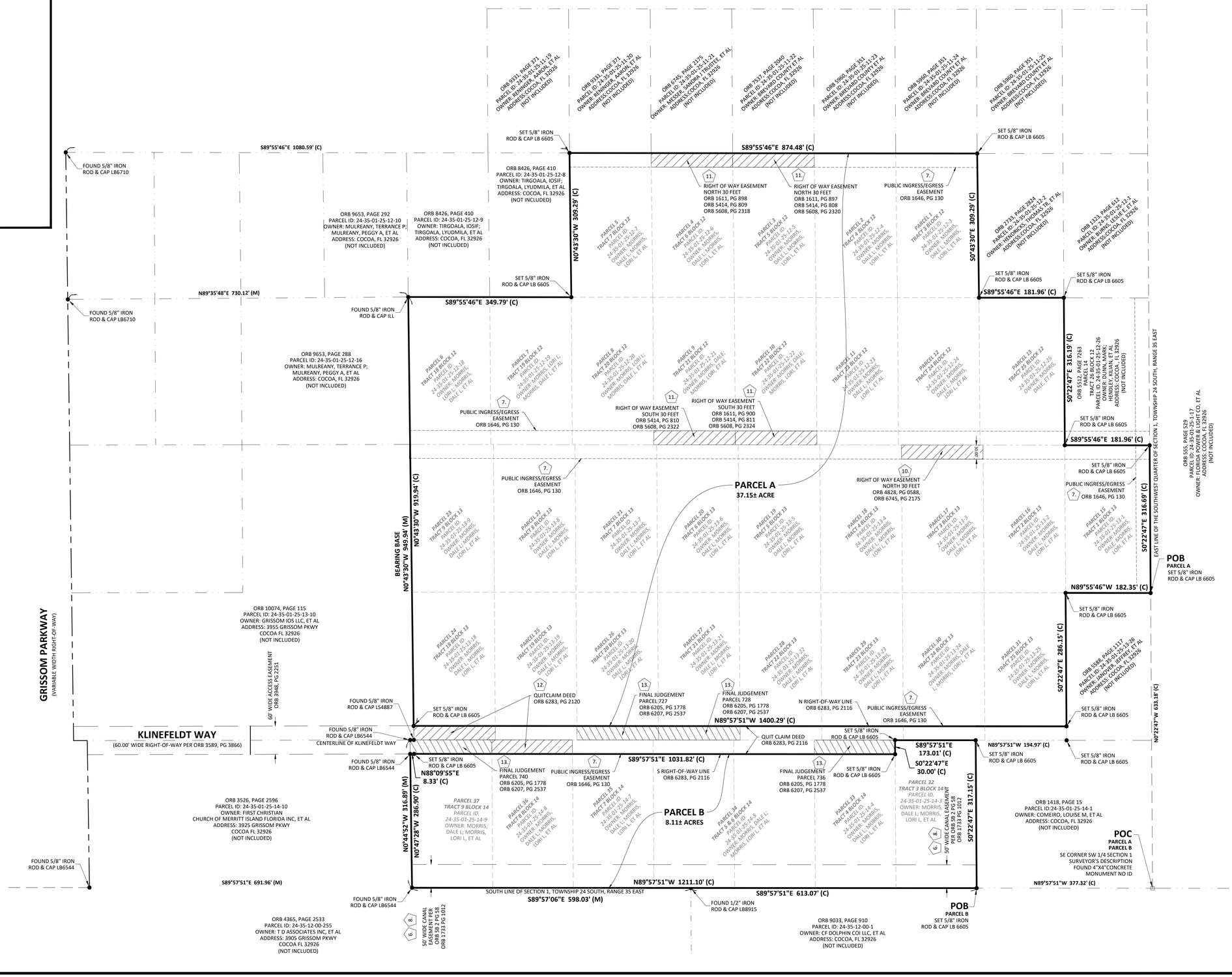
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SECTION REFERENCE MAP

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COA 32059 LB 6605

REV NO.	DATE:	
10	DATE:	
9	DATE:	
8	DATE:	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
7	DATE: 2-9-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
6	DATE: 2-6-26	REVISED INTERIOR PARCEL DISPLAY
5	DATE: 2-4-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
4	DATE: 1-27-26	UPDATED LEGAL DESCRIPTION
3	DATE: 1-22-26	ADDED TREE SAMPLE AREAS
2	DATE: 1-21-26	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA
1	DATE: 12-15-25	

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

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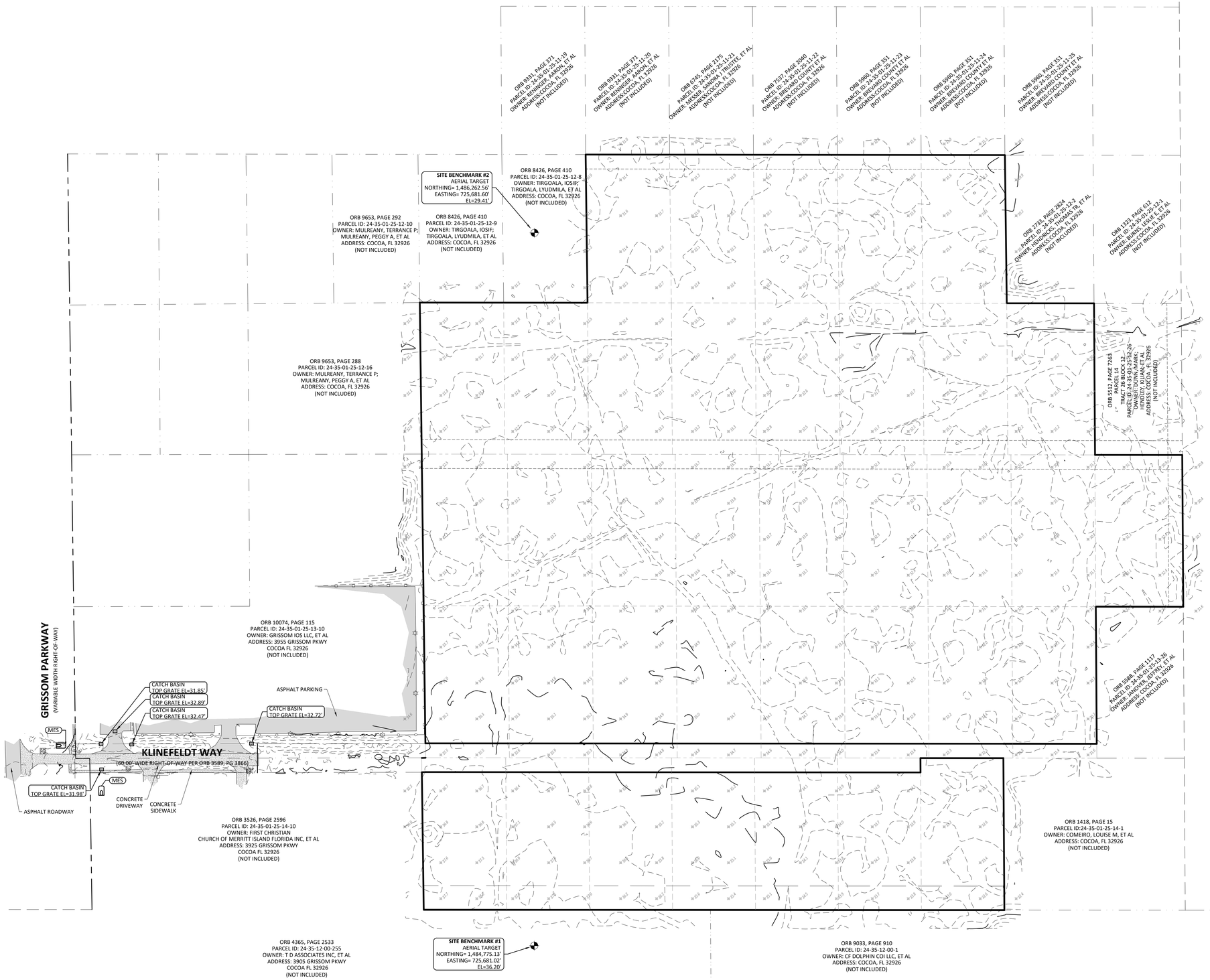
MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

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GRAPHIC SCALE
IN FEET
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4	UPDATED LEGAL DESCRIPTION	1-22-26
3	ADDED TREE SAMPLE AREAS	1-21-26
2	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA	12-15-25
1		

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

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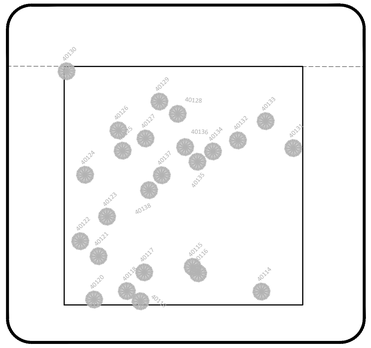
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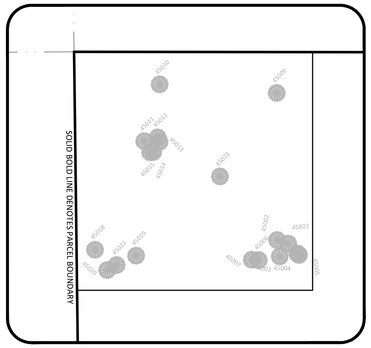
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TREE SAMPLE AREA 1

1 INCH = 30 FEET

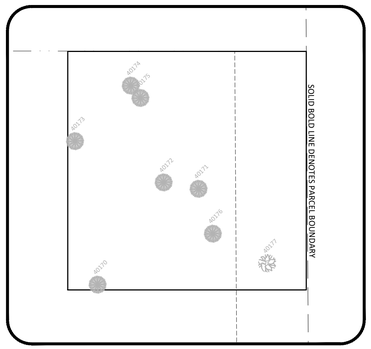
TREE SAMPLE AREA 1		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40114	PINE TREE	6
40115	PINE TREE	7
40116	PINE TREE	6
40117	PINE TREE	7
40118	PINE TREE	6
40119	PINE TREE	6
40120	PINE TREE	6
40121	PINE TREE	6
40122	PINE TREE	6
40123	PINE TREE	7
40124	PINE TREE	6
40125	PINE TREE	7
40126	PINE TREE	6
40127	PINE TREE	12
40128	PINE TREE	12
40129	PINE TREE	6
40130	PINE TREE	6
40131	PINE TREE	6
40132	PINE TREE	7
40133	PINE TREE	8
40134	PINE TREE	6
40135	PINE TREE	6
40136	PINE TREE	6
40137	PINE TREE	6
40138	PINE TREE	6



TREE SAMPLE AREA 2

1 INCH = 30 FEET

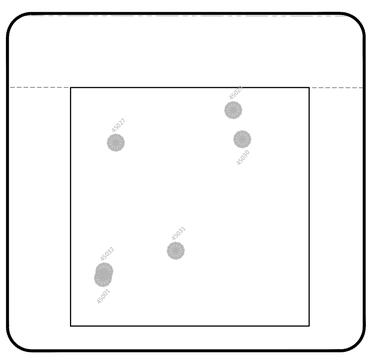
TREE SAMPLE AREA 2		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45002	PINE TREE	6
45003	PINE TREE	8
45004	PINE TREE	10
45005	PINE TREE	6
45006	PINE TREE	10
45007	PINE TREE	10
45009	PINE TREE	8
45010	PINE TREE	10
45011	PINE TREE	12
45012	PINE TREE	8
45013	PINE TREE	6
45014	PINE TREE	10
45015	PINE TREE	8
45018	PINE TREE	8
45019	PINE TREE	6
45020	PINE TREE	6
45021	PINE TREE	6
45022	PINE TREE	6
45023	PINE TREE	8



TREE SAMPLE AREA 3

1 INCH = 30 FEET

TREE SAMPLE AREA 3		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40170	PINE TREE	14
40171	PINE TREE	12
40172	PINE TREE	7
40173	PINE TREE	12
40174	PINE TREE	12
40175	PINE TREE	12
40176	PINE TREE	6
40177	OAK TREE	6

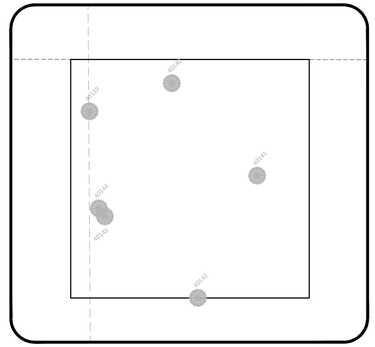


TREE SAMPLE AREA 4

1 INCH = 30 FEET

TREE SAMPLE AREA 4		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45001	PINE TREE	8
45027	PINE TREE	6
45029	PINE TREE	14
45030	PINE TREE	12
45031	PINE TREE	6
45032	PINE TREE	8

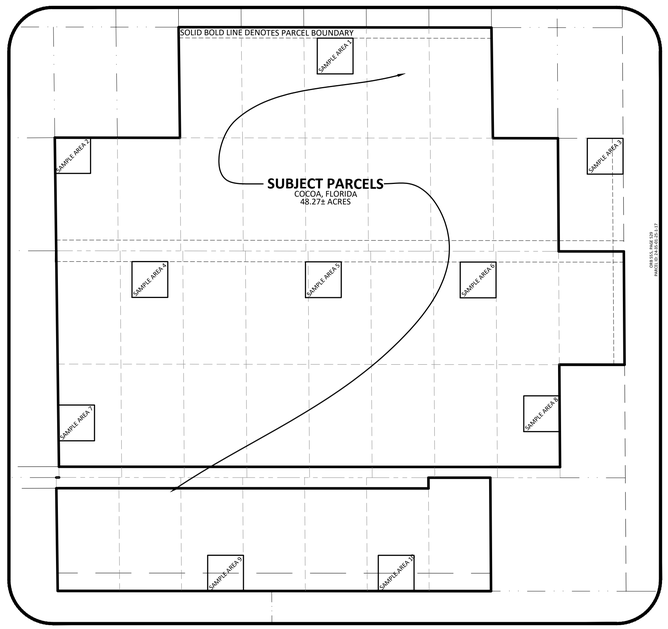
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TREE SAMPLE AREA 5

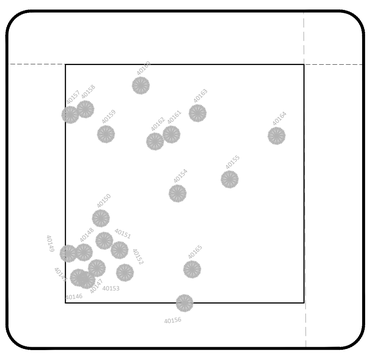
1 INCH = 30 FEET

TREE SAMPLE AREA 5		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40139	PINE TREE	6
40140	PINE TREE	8
40141	PINE TREE	8
40142	PINE TREE	7
40143	PINE TREE	8
40144	PINE TREE	6



SAMPLE AREA KEY MAP

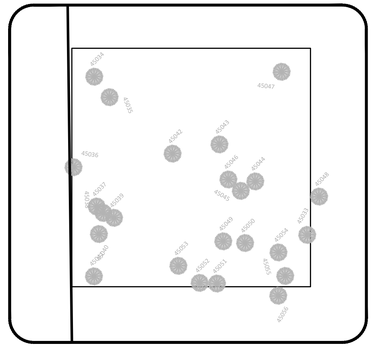
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TREE SAMPLE AREA 6

1 INCH = 30 FEET

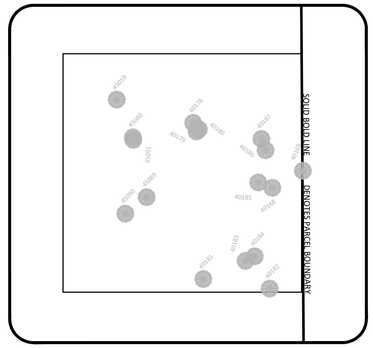
TREE SAMPLE AREA 6		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40145	PINE TREE	12
40146	PINE TREE	8
40147	PINE TREE	14
40148	PINE TREE	8
40149	PINE TREE	7
40150	PINE TREE	6
40151	PINE TREE	8
40152	PINE TREE	8
40153	PINE TREE	10
40154	PINE TREE	7
40155	PINE TREE	12
40156	PINE TREE	16
40157	PINE TREE	12
40158	PINE TREE	12
40159	PINE TREE	6
40160	PINE TREE	6
40161	PINE TREE	10
40162	PINE TREE	8
40163	PINE TREE	12
40164	PINE TREE	8
40165	PINE TREE	6



TREE SAMPLE AREA 7

1 INCH = 30 FEET

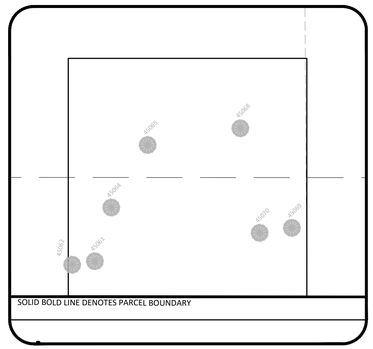
TREE SAMPLE AREA 7		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45033	PINE TREE	10
45034	PINE TREE	6
45035	PINE TREE	6
45036	PINE TREE	10
45037	PINE TREE	12
45038	PINE TREE	8
45039	PINE TREE	6
45040	PINE TREE	10
45041	PINE TREE	12
45042	PINE TREE	10
45043	PINE TREE	10
45044	PINE TREE	12
45045	PINE TREE	6
45046	PINE TREE	8
45047	PINE TREE	8
45048	PINE TREE	12
45049	PINE TREE	6
45050	PINE TREE	10
45051	PINE TREE	10
45052	PINE TREE	10
45053	PINE TREE	10
45054	PINE TREE	8
45055	PINE TREE	10
45056	PINE TREE	8



TREE SAMPLE AREA 8

1 INCH = 30 FEET

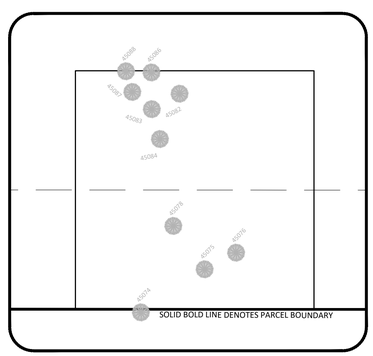
TREE SAMPLE AREA 8		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40168	PINE TREE	12
40169	PINE TREE	12
40178	PINE TREE	12
40179	PINE TREE	8
40180	PINE TREE	6
40181	PINE TREE	12
40182	PINE TREE	8
40183	PINE TREE	12
40184	PINE TREE	24
40185	PINE TREE	12
40186	PINE TREE	12
40187	PINE TREE	14
45059	PINE TREE	12
45060	PINE TREE	8
45089	PINE TREE	10
45090	PINE TREE	24
45091	PINE TREE	12



TREE SAMPLE AREA 9

1 INCH = 30 FEET

TREE SAMPLE AREA 9		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45061	PINE TREE	8
45062	PINE TREE	5
45064	PINE TREE	9
45065	PINE TREE	8
45068	PINE TREE	12
45069	PINE TREE	7
45070	PINE TREE	5



TREE SAMPLE AREA 10

1 INCH = 30 FEET

TREE SAMPLE AREA 10		
POINT NUMBER	TREE TYPE	TREE SIZE
45074	PINE TREE	15
45075	PINE TREE	15
45076	PINE TREE DOUBLE	13 & 9
45078	PINE TREE	14
45082	PINE TREE	7
45083	PINE TREE	8
45084	PINE TREE	6
45086	PINE TREE	7
45087	PINE TREE	6
45088	PINE TREE	6

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2	DATE: 1-27-26	UPDATED LEGAL DESCRIPTION
1	DATE: 1-22-26	ADDED TREE SAMPLE AREAS
	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION

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COMPREHENSIVE PLAN AMENDMENTNARRATIVE

GRISSOM PARKWAY PROJECT

Submitted to:

City of Cocoa

Office of Planning and Development

Land Development Division

March 26, 2026

KPMFranklin

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H. Impact On Other Provisions 9

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LIST OF APPENDICES

Appendix A1 – Location Map

Appendix A2 – Aerial Map

Appendix A3 – Future Land Use Map

Appendix A4 – Zoning Map

Appendix A5 – Soils Map

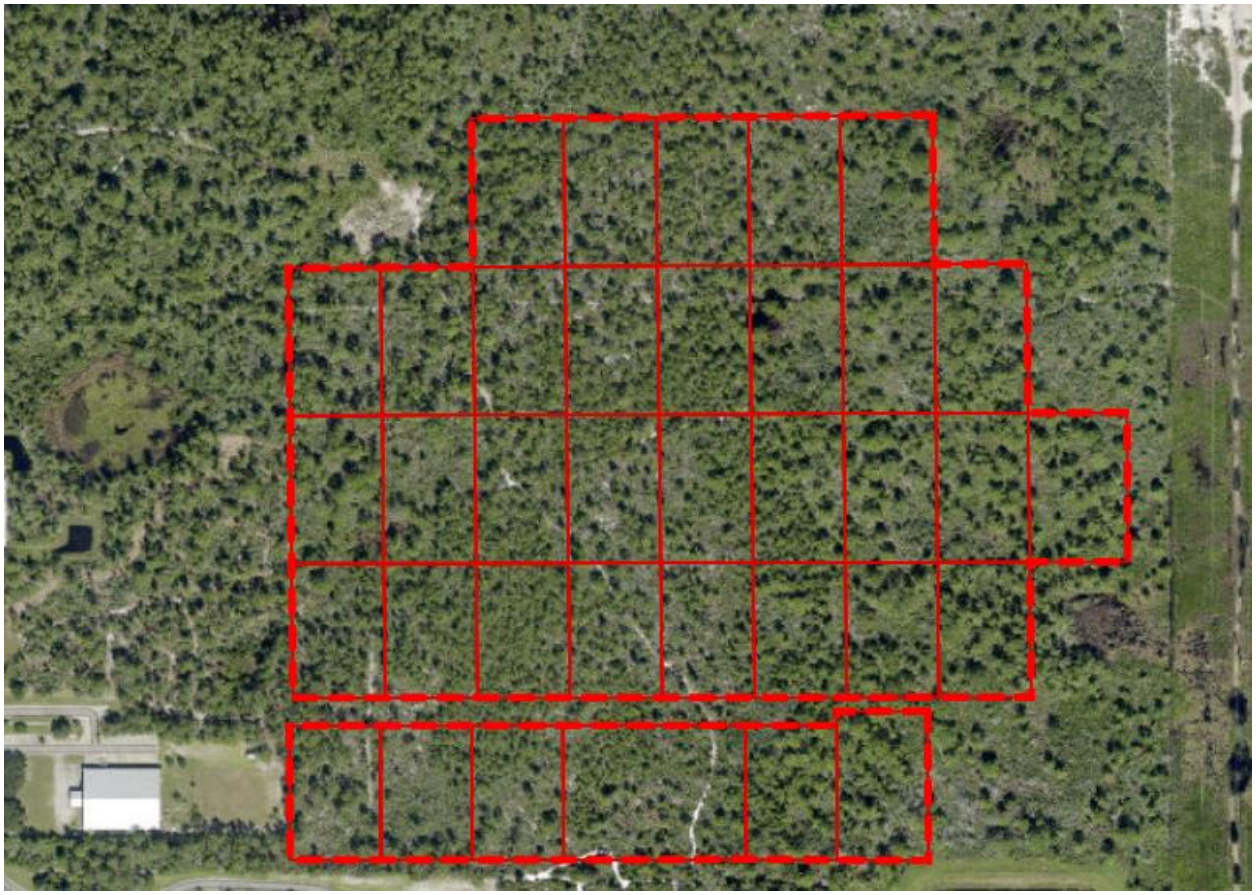
Appendix A6 – Wetland Map

Appendix A7 – Topo Map

Appendix B – Parcel IDs

A. INTRODUCTION

The Park Industrial project consists of 36 contiguous lots totaling approximately 42.6 acres, located east of Grissom Parkway and south of Canaveral Groves Boulevard. The Property is identified under Parcel Identification Numbers 24 3501-25-14-9, 24 3501-25-14-8, 24 3501-25-14-7, 24 3501-25-14-5, 24 3501-25-14-4, 24 3501-25-14-3, 24 3501-25-13-18, 24 3501-25-13-19, 24 3501-25-13-20, 24 3501-25-13-21, 24 3501-25-13-22, 24 3501-25-13-23, 24 3501-25-13-24, 24 3501-25-13-25, 24 3501-25-13-9, 24 3501-25-13-8, 24 3501-25-13-7, 24 3501-25-13-6, 24 3501-25-13-5, 24 3501-25-13-4, 24 3501-25-13-3, 24 3501-25-13-2, 24 3501-25-13-1, 24 3501-25-12-18, 24 3501-25-12-19, 24 3501-25-12-20, 24 3501-25-12-21, 24 3501-25-12-22, 24 3501-25-12-23, 24 3501-25-12-24, 24 3501-25-12-25, 24 3501-25-12-7, 24 3501-25-12-6, 24 3501-25-12-5, 24 3501-25-12-4, 24 3501-25-12-3 (collectively referred to herein as the "Property"), as illustrated on the accompanying location map. The parcel ID list has also been provided under Appendix B.



The proposed development is envisioned as an industrial park accommodating multiple buildings, including two 178,000-square-foot structures and one 156,000-square-foot structure intended for warehouse and distribution operations and contractor offices. Additional proposed uses include light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales.

The project site is bordered by existing industrial manufacturing and warehouse uses to the east and single family residential to the north. The subject property currently has three structures that are not in use. At this time the applicant, Park Industrial LLC, is requesting consideration and approval of a Comprehensive Plan Amendment to Business Park Center to permit development and construction of warehouse, heavy equipment sales and outdoor storage of building materials on the 42.6-acre parcel.

To facilitate development of the proposed industrial uses, the applicant seeks a Comprehensive Plan Amendment (CPA) to change the Future Land Use (FLU) designation of the Property from County Residential 4 (RES-4) to City Industrial. A concurrent annexation and rezoning application have been submitted for the property as well.

B. FISCAL IMPACT

The proposed amendment is not expected to have any adverse fiscal impact on the City's finances. In fact, the change from County Residential-4 (RES-4) to the City's Industrial Future Land Use designation is anticipated to generate a net positive fiscal effect over time.

Under the existing RES-4 designation, development potential is limited to low-density residential uses, which typically require a higher level of municipal services per acre—such as police, fire, roadway maintenance, utilities, parks, and other residential-supporting infrastructure—while generating comparatively lower ad valorem revenue on a per-acre basis.

By contrast, industrial development generally produces a more favorable fiscal balance due to higher taxable improvement values and a lower demand for City services relative to residential uses. Industrial uses do not generate school enrollment impacts, require fewer police and fire service calls per acre, and place less demand on community facilities and recreation services. Additionally, industrial employment centers contribute positively to the City's economic base by expanding job opportunities and supporting local business activity.

Utilities and infrastructure necessary to serve the site will be addressed during the development review process, and any system capacity improvements required to support the proposed development will be funded by the applicant in accordance with City standards. As such, there is no anticipated burden on the City's existing capital facilities.

Overall, the proposed amendment is expected to result in a neutral to positive fiscal impact, increasing the City's long-term tax base while requiring fewer municipal service expenditures compared to the allowable residential development under the existing County RES-4 designation.

C. FACILITIES IMPACT

The proposed amendment from County Residential-4 (RES-4) to the City's Industrial Future Land Use designation is not expected to create adverse impacts on public facilities. The following summarizes anticipated effects on each major public facility category as required by the City:

Potable Water

The City's Utility Department has confirmed that existing potable water lines are located adjacent to the site and that the system has adequate capacity to serve the proposed industrial development. No off-site water system improvements or capacity expansions are required to accommodate the amendment. Any necessary connections and on-site extensions will be the responsibility of the applicant. As such, no negative impact to potable water facilities is anticipated.

Sanitary Sewer

Existing sanitary sewer infrastructure is also located adjacent to the property, and the Utility Department has confirmed sufficient available capacity. No municipal capital improvements are needed to support the amendment. Wastewater impacts will be limited to typical industrial usage, which generally results in lower demand compared to the potential residential development permitted under the current RES-4 designation.

Stormwater

Industrial development on the site will be required to meet all current City and St. Johns River Water Management District (SJRWMD) stormwater regulations. Treatment and attenuation will be managed entirely on-site through a permitted stormwater management system. As such, the amendment does not require City investment in stormwater facilities and will not adversely impact regional stormwater systems.

Transportation

Industrial uses typically generate fewer peak-hour trips than residential uses allowed under RES-4 on a per-acre basis. A detailed traffic analysis will be submitted at the time of site plan review if required. The amendment itself does not create a level-of-service deficiency on the surrounding roadway network, and any transportation improvements needed to support the development will be addressed by the applicant through the development review process.

Solid Waste

Industrial uses produce lower volumes of solid waste per acre compared to residential development, and the City's existing solid waste service capacity is adequate to accommodate the anticipated demand. No additional capital facilities or operational expansions are required.

Parks and Recreation

Industrial development does not generate residential population and therefore does not increase demand on the City's parks, recreation, or open-space facilities. The amendment will have no impact on these services.

Public Schools

Because the proposed industrial use does not generate school-aged population, the amendment will have no impact on the Brevard County School District. School concurrency is not applicable.

Public Safety (Police and Fire)

Industrial development typically results in fewer service calls per acre than residential uses. The Cocoa Police Department and Cocoa Fire Department are anticipated to serve the site using existing personnel, equipment, and response districts. No additional stations or capital investments are required to maintain acceptable levels of service.

D. ENVIRONMENTAL IMPACT

A review of available mapping and site conditions indicates that the property is largely previously disturbed and does not contain jurisdictional wetlands, conservation areas, or listed-species habitat. Any potential environmental resources will be further evaluated during the development review process in accordance with City requirements and all applicable state and federal regulations, including St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (USACE), if applicable.

In addition, a Phase I Environmental Site Assessment (ESA) will be prepared and submitted with the Site Development Plan application. This assessment will evaluate past and present site conditions, identify any recognized environmental conditions (RECs), and ensure that any environmental considerations are thoroughly reviewed and addressed prior to construction. This step further ensures that the amendment and future development will not result in adverse environmental impacts

E. CONSISTENCY WITH CITY COMPREHENSIVE PLAN

The subject property is located within an area that has already transitioned to an established industrial corridor. All surrounding properties within the City limits carry an Industrial Future Land Use designation, and the immediate vicinity is characterized by active industrial and employment-generating uses. Notably, an Amazon warehouse facility is located directly to the south, further reinforcing the area's functional identity as a major industrial and logistics hub. The proposed Industrial designation creates compatibility and continuity with the existing development pattern and supports the City's strategy of consolidating industrial uses in locations with adequate access, infrastructure, and employment opportunities.

The amendment also advances key Comprehensive Plan policies related to economic development by facilitating new industrial employment opportunities, increasing the City's taxable base, and encouraging development in areas already served by existing infrastructure systems. The City's Utility Department has confirmed the availability of adjacent potable water and sanitary sewer lines and adequate system capacity, supporting the Comprehensive Plan's emphasis on directing growth to locations where public facilities and services can be efficiently provided.

Additionally, the amendment is consistent with the City's land use compatibility and community character policies. Industrial development on the site will be compatible with adjacent industrial uses and zoning districts and will not intrude upon or disrupt residential neighborhoods or sensitive land uses. The amendment promotes orderly, logical land use transitions and avoids the introduction of incompatible uses within an established industrial service area.

F. CITY'S ABILITY TO PROVIDE ADEQUATE PUBLIC FACILITIES AND MAINTAIN ADOPTED LOS

The amendment is located within an area already developed and planned for industrial uses, and the necessary public facilities have sufficient existing capacity to support the proposed industrial development.

Potable Water and Sanitary Sewer

The City's Utility Department has confirmed that both potable water and sanitary sewer lines are located adjacent to the property, with adequate system capacity available to support the anticipated industrial use. Because utilities already exist in proximity to the site, the City will not be required to extend new lines or increase treatment capacity to maintain LOS. Any on-site improvements or connection modifications will be constructed and funded by the applicant in accordance with City standards.

Stormwater Management

The amendment does not affect the City's ability to maintain LOS for stormwater facilities. Future development will be required to design and construct on-site stormwater treatment and attenuation facilities consistent with City requirements and the St. Johns River Water Management District (SJRWMD). The City is not responsible for providing additional stormwater infrastructure to serve the site.

Transportation

Industrial uses typically generate fewer peak-hour trips per acre than residential development permitted under the RES-4 designation. The amendment itself does not create a roadway LOS deficiency, and any future development impacts will be evaluated through the development review process. If needed, transportation improvements will be provided by the applicant to maintain LOS on affected roadway segments and intersections in accordance with City and County concurrency standards.

Parks and Recreation

Industrial uses do not generate residential population and therefore do not create additional demand on the City's parks or recreation facilities. The amendment has no impact on park LOS and does not require any additional recreational infrastructure or staffing.

Schools

Industrial development does not generate school-aged children. Therefore, the amendment does not impact the Brevard County School District or affect the ability to maintain school facility LOS.

Solid Waste

The City's existing solid waste collection and disposal capacity is sufficient to accommodate the minimal additional demand associated with industrial uses. The amendment does not require expansion of solid waste facilities or service capacity.

Public Safety (Police and Fire)

Industrial land uses typically require fewer police and fire service calls per acre than residential development. The Cocoa Police Department and Cocoa Fire Department can serve the site using existing staffing, equipment, and response patterns. No reductions in LOS are anticipated, and no additional public safety facilities or personnel are required as a result of the amendment.

G. COMPATIBILTIY WITH SURROUNDING LAND USES

The proposed amendment is compatible with the surrounding land uses and the established development pattern in the area. The subject parcel is located within an existing industrial corridor in the City of Cocoa, where surrounding properties are designated Industrial on the City's Future Land Use Map and are developed with a range of warehouse, distribution, and industrial operations. Directly to the south of the site is a large Amazon warehouse facility, reinforcing the area's role as a regional employment and logistics hub.

The Industrial Future Land Use designation proposed for the subject property is consistent with these existing uses and will create a seamless transition within the established industrial district. The amendment will not introduce new or incompatible land use types, nor will it generate impacts on residential neighborhoods, as no residential areas are located adjacent to or in close proximity to the site.

Given the surrounding industrial designations, the presence of large-scale industrial and distribution facilities, and the overall character of the area, the proposed amendment is compatible with the existing and planned land use framework. It supports orderly development and maintains the integrity and function of the surrounding industrial neighborhood without creating adverse impacts or land use conflicts.

Surrounding Land Use Designations and Current Land Use Activity:

Northwest:	North:	Northeast:
County RES 4 Vacant	County RES 4 Vacant	County RES 4 Vacant

West: County Commercial Retail / Commercial	**Grissom Parkway Property:** County RES 4 Vacant	**East:** County RES 4 Industrial
Southwest: County Commercial Retail / Commercial	**South:** City Industrial Vacant	**Southeast:** City Industrial Industrial

H. IMPACT ON OTHER PROVISIONS

The proposed amendment from County Residential-4 (RES-4) to the City's Industrial Future Land Use designation will not create any conflicts with other provisions of the City of Cocoa Comprehensive Plan, nor will it result in internal inconsistencies among adopted goals, objectives, or policies.

The amendment supports and reinforces multiple elements of the Comprehensive Plan, including the Future Land Use, Infrastructure, Economic Development, and Transportation elements, by locating industrial development within an area already characterized by industrial operations and served by existing public facilities. The Industrial designation is compatible with surrounding Industrial land uses and is consistent with the City's long-term strategy to promote employment centers, utilize existing utility capacity, and encourage infill development within established service areas.

The amendment does not alter or impair any adopted levels of service, natural resource protection standards, mobility strategies, or community character policies. No provisions of the Comprehensive Plan are contradicted or weakened by the proposed amendment, and the industrial use of the site aligns with the City's vision for logical, contiguous, and economically productive land use patterns.

Accordingly, approval of the amendment will not result in any internal inconsistencies within the Comprehensive Plan, and the amendment is fully compatible with the City's adopted goals, objectives, and policies.

I. CONCLUSION

The proposed Future Land Use Map amendment from County Residential-4 (RES-4) to the City's Industrial designation is consistent with the City of Cocoa's Comprehensive Plan and supports the orderly, logical, and economically productive development of the area. The subject property is located within an established industrial corridor, surrounded by existing industrial uses and designations, including a major Amazon distribution facility to the south. The amendment reinforces this development pattern and promotes compatibility with surrounding land uses.

All required analyses demonstrate that the amendment will not negatively impact public facilities, levels of service, environmental resources, or historical or cultural assets. Potable water and sanitary sewer infrastructure are already located adjacent to the site with adequate capacity confirmed by the City's Utility Department. Stormwater will be addressed through on-site systems meeting City and SJRWMD requirements, and the anticipated industrial use will generate fewer public service demands than the residential development

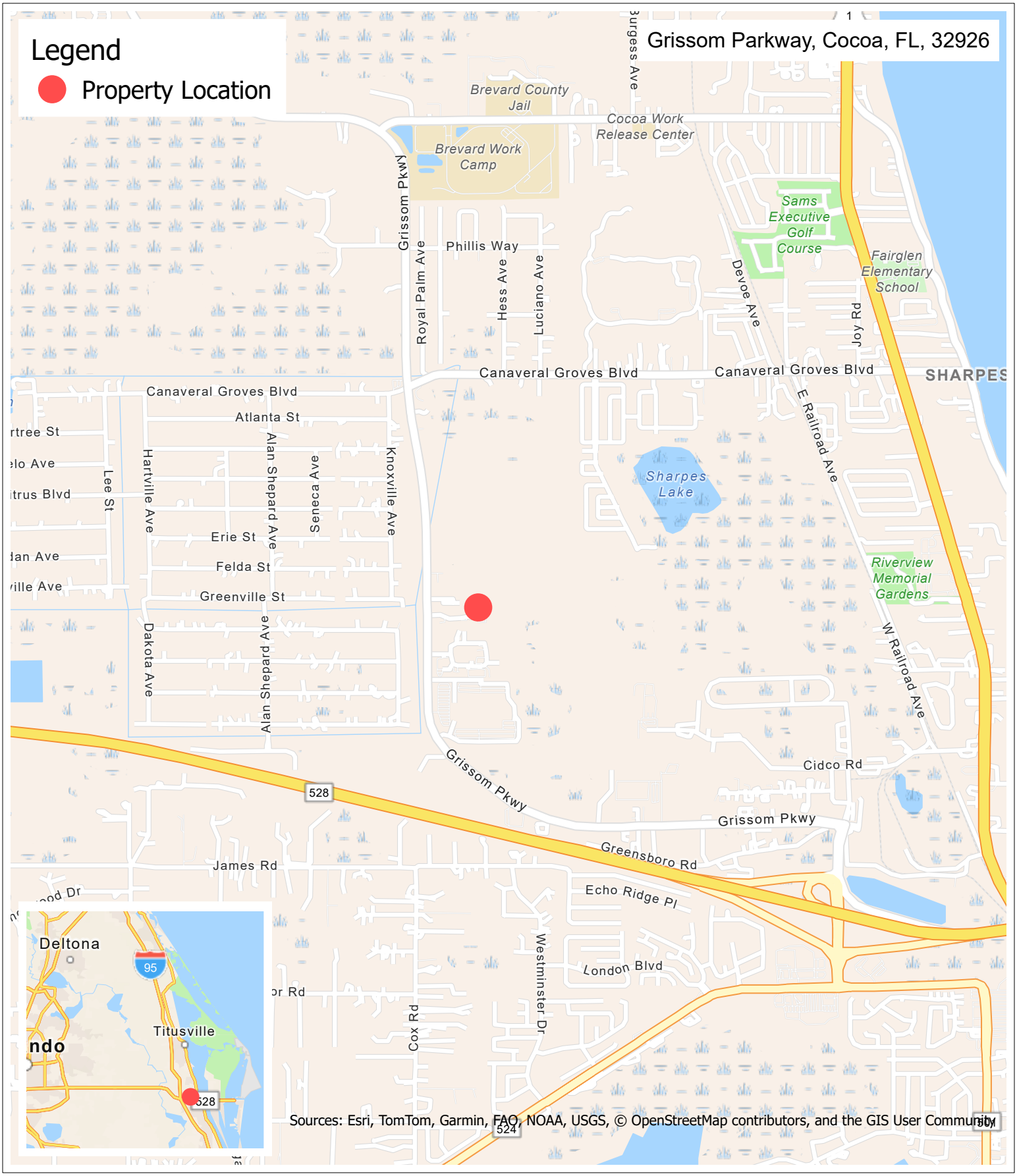
permitted under the current RES-4 designation. A Phase I Environmental Site Assessment will be provided with the Site Development Plan to ensure continued environmental due diligence.

The amendment will not create internal inconsistencies within the Comprehensive Plan and aligns with the City's goals for economic development, infill growth, and the efficient use of existing public facilities. By supporting new employment opportunities and strengthening the industrial tax base, the amendment provides a long-term benefit to the City while maintaining compatibility with existing development patterns.

For these reasons, the proposed amendment is appropriate, consistent with City policy, and in the best interest of the community.

Appendix A

GIS MAPS



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Grissom Pkwy Cocoa Site

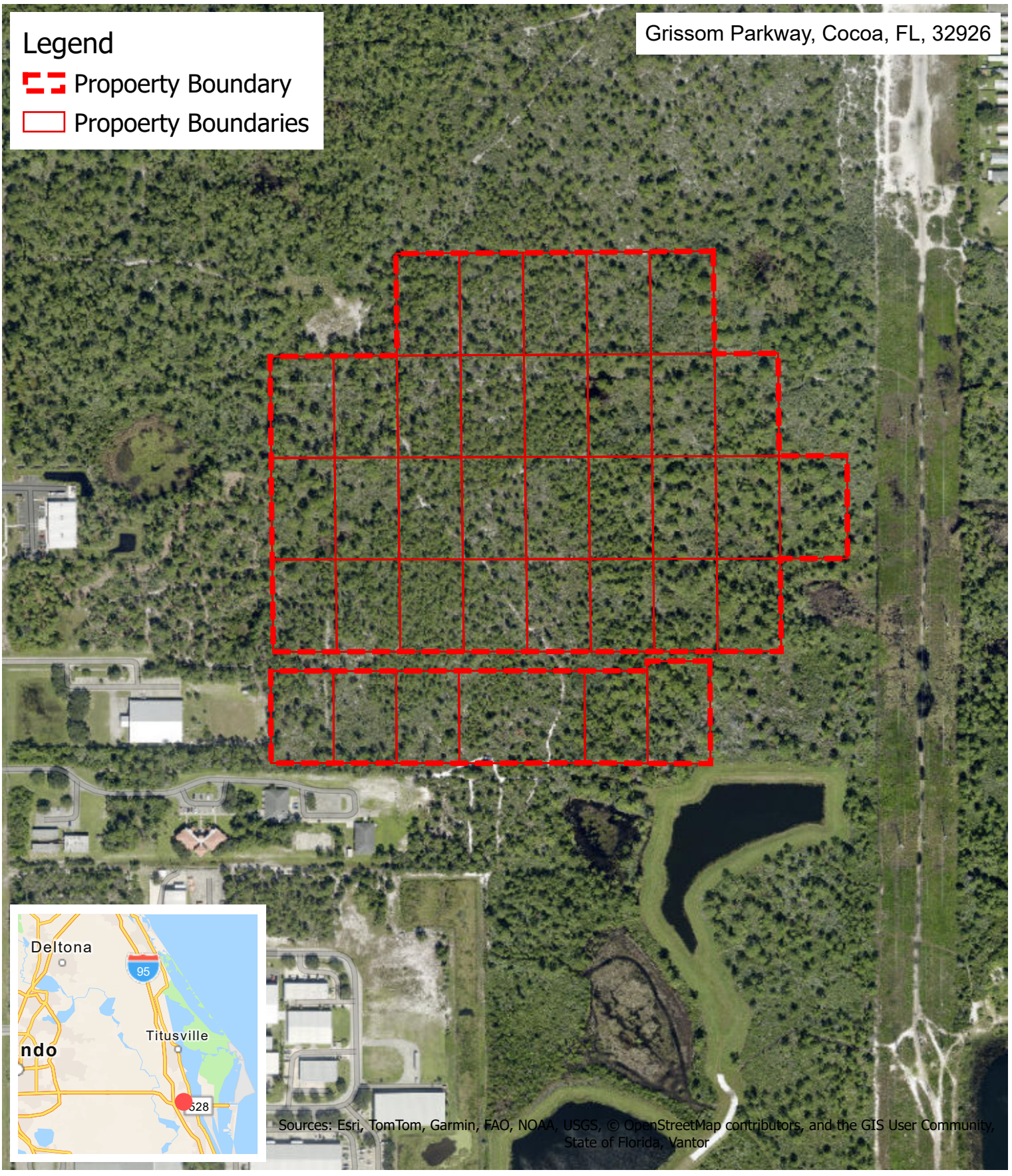
Brevard County, Florida

Location Map

FIGURE - A1 | Mar 26, 2026

N
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0.5
Miles



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Grissom Pkwy Cocoa Site

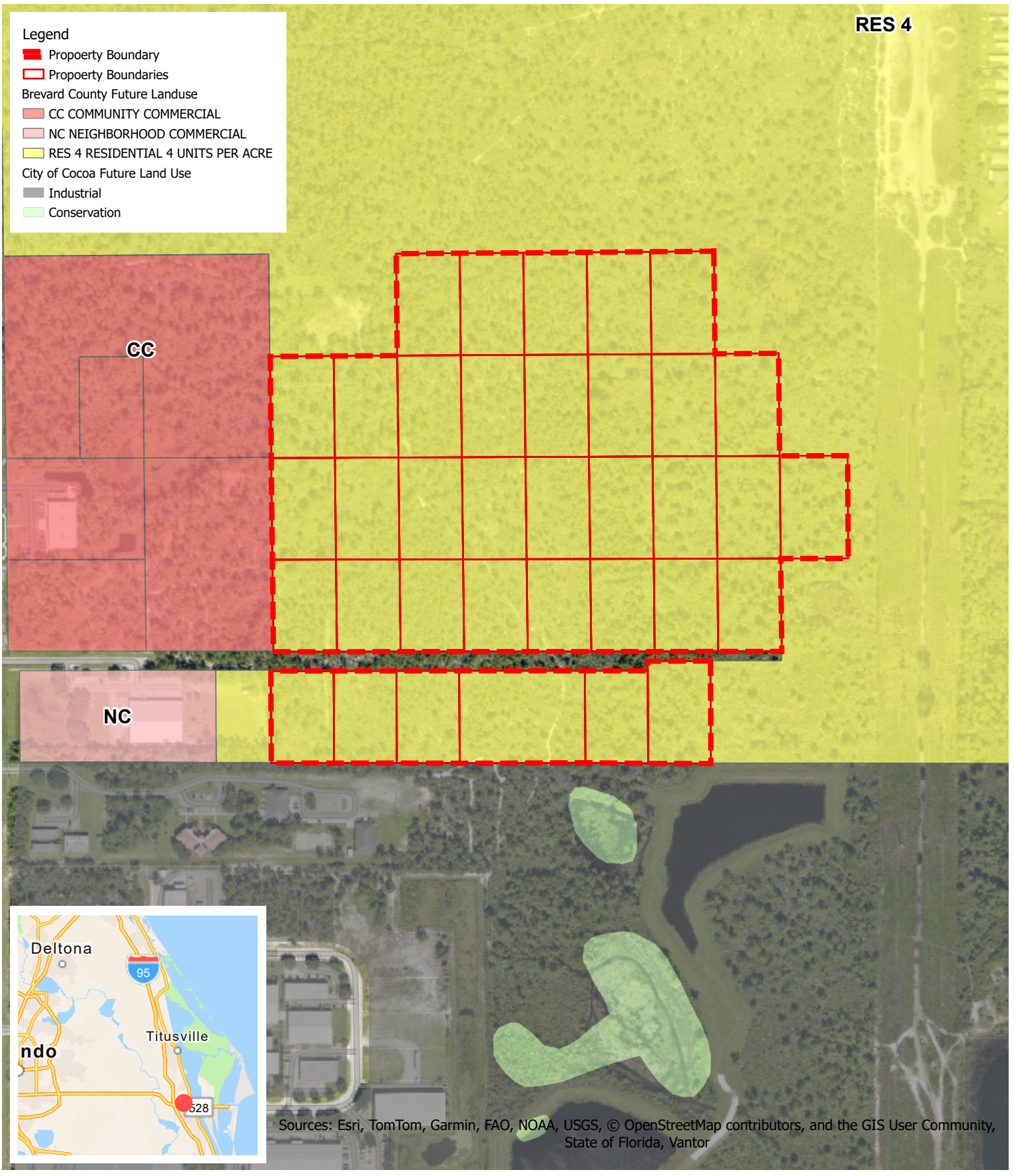
Brevard County, Florida

2024 Aerial Map

FIGURE - A2 | Mar 26, 2026

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Grissom Pkwy Cocoa Site

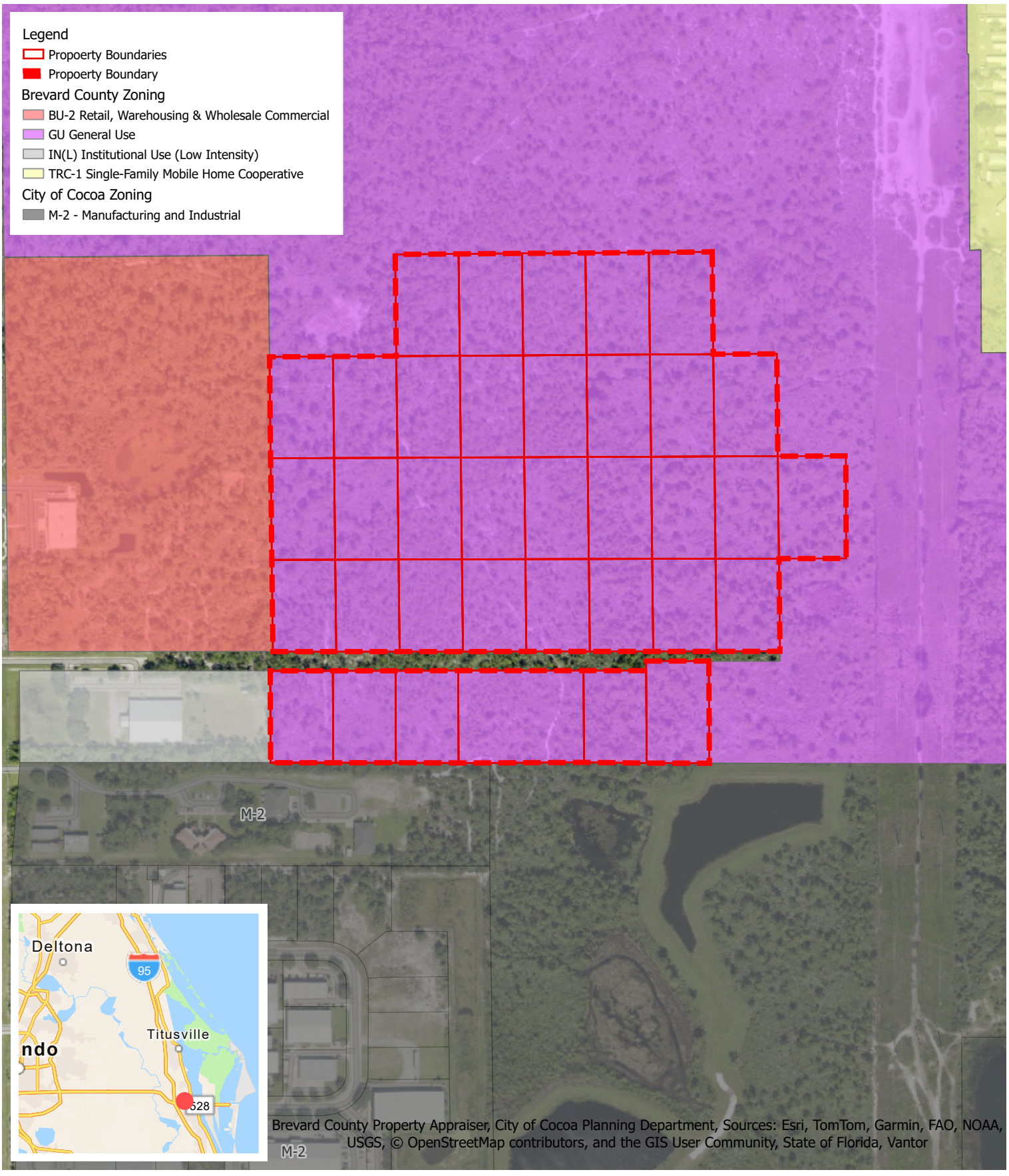
Brevard County, Florida

Future Land Use Map

FIGURE - A3 | Mar 26, 2026

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Feet



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Grissom Pkwy Cocoa Site

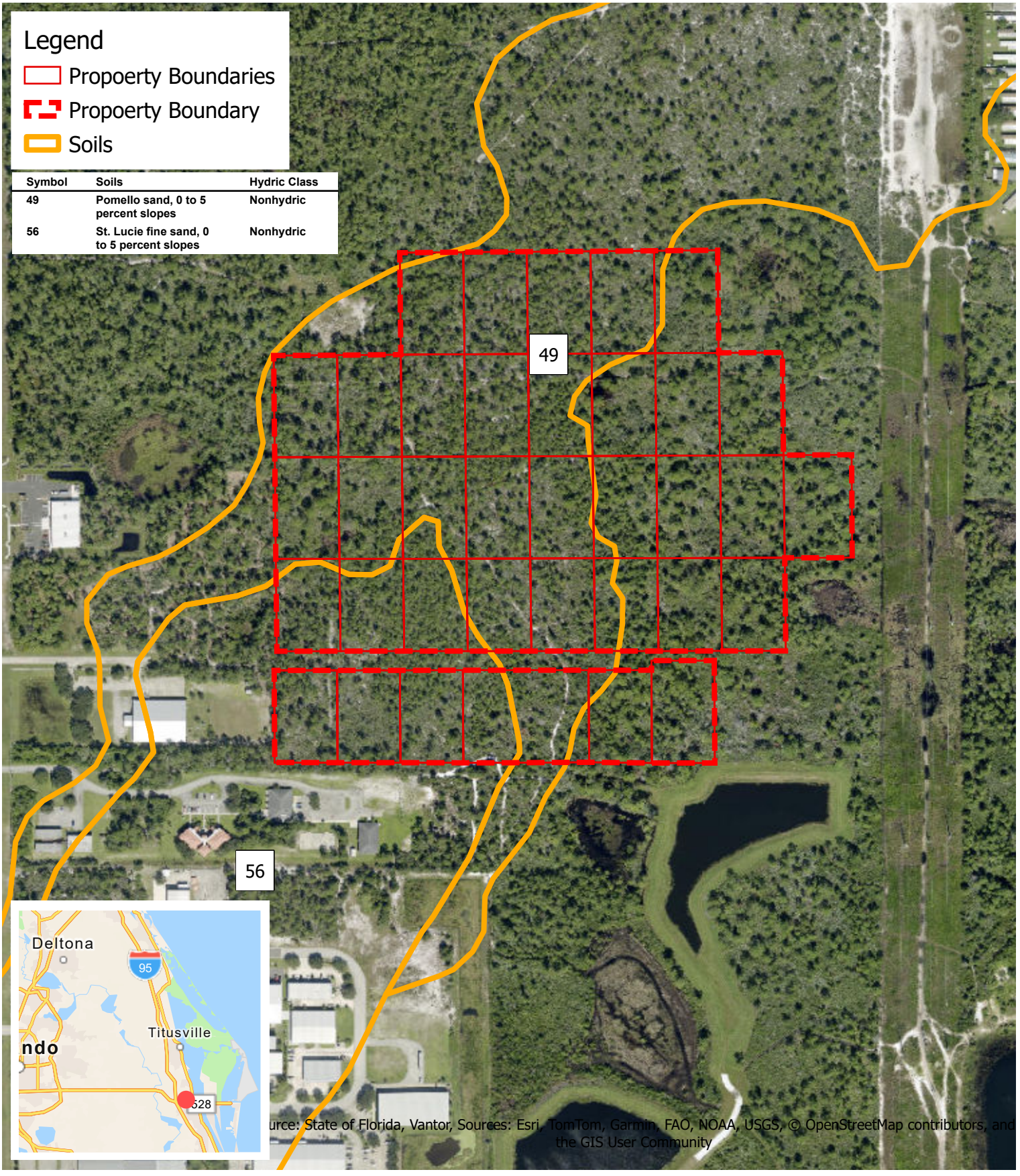
Brevard County, Florida

Zoning Map

FIGURE - A4 | Mar 26, 2026

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Grissom Pkwy Cocoa Site

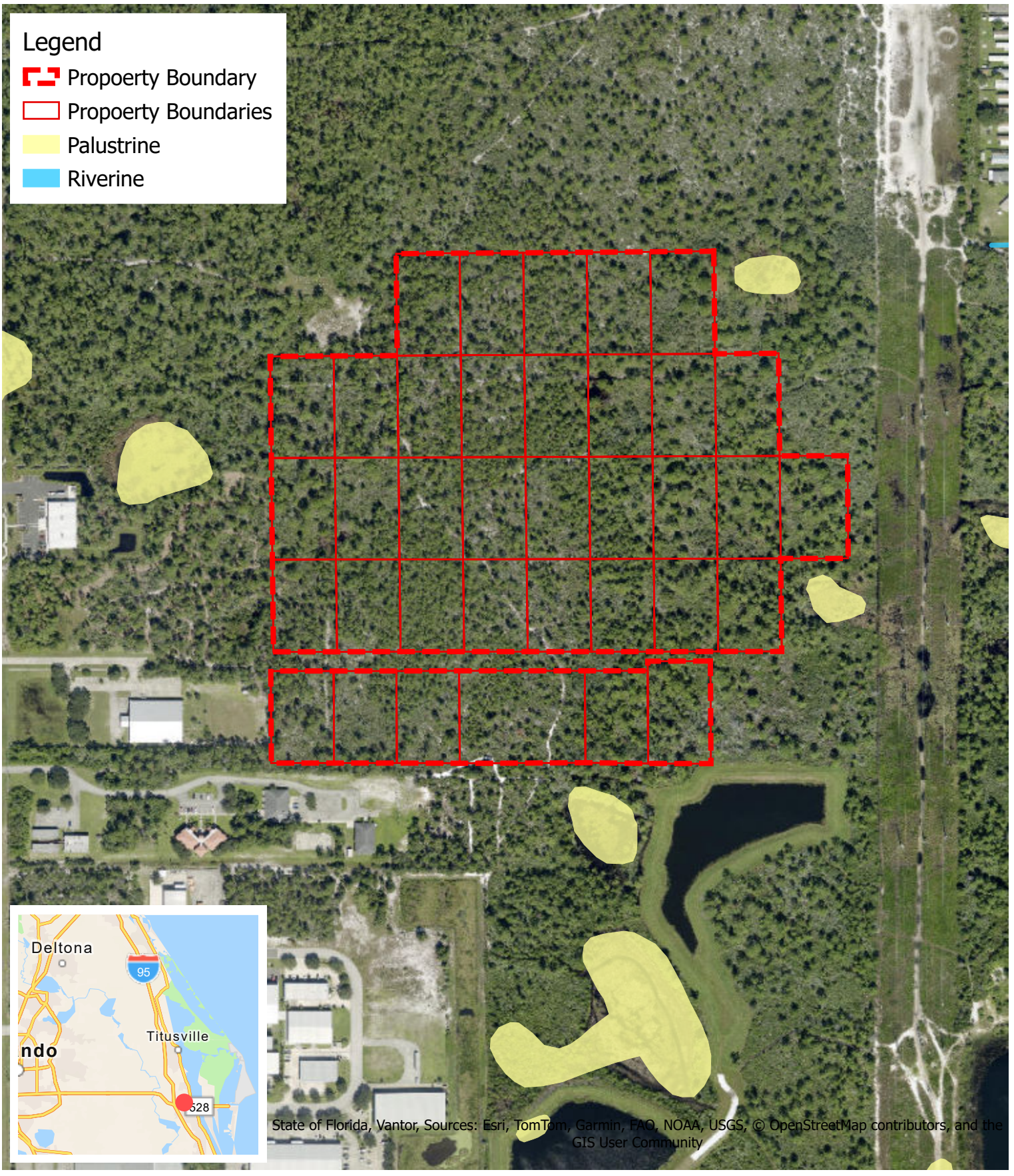
Brevard County, Florida

NRCS Soils Map

FIGURE - A5 | Mar 26, 2026

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Feet



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Grissom Pkwy Cocoa Site

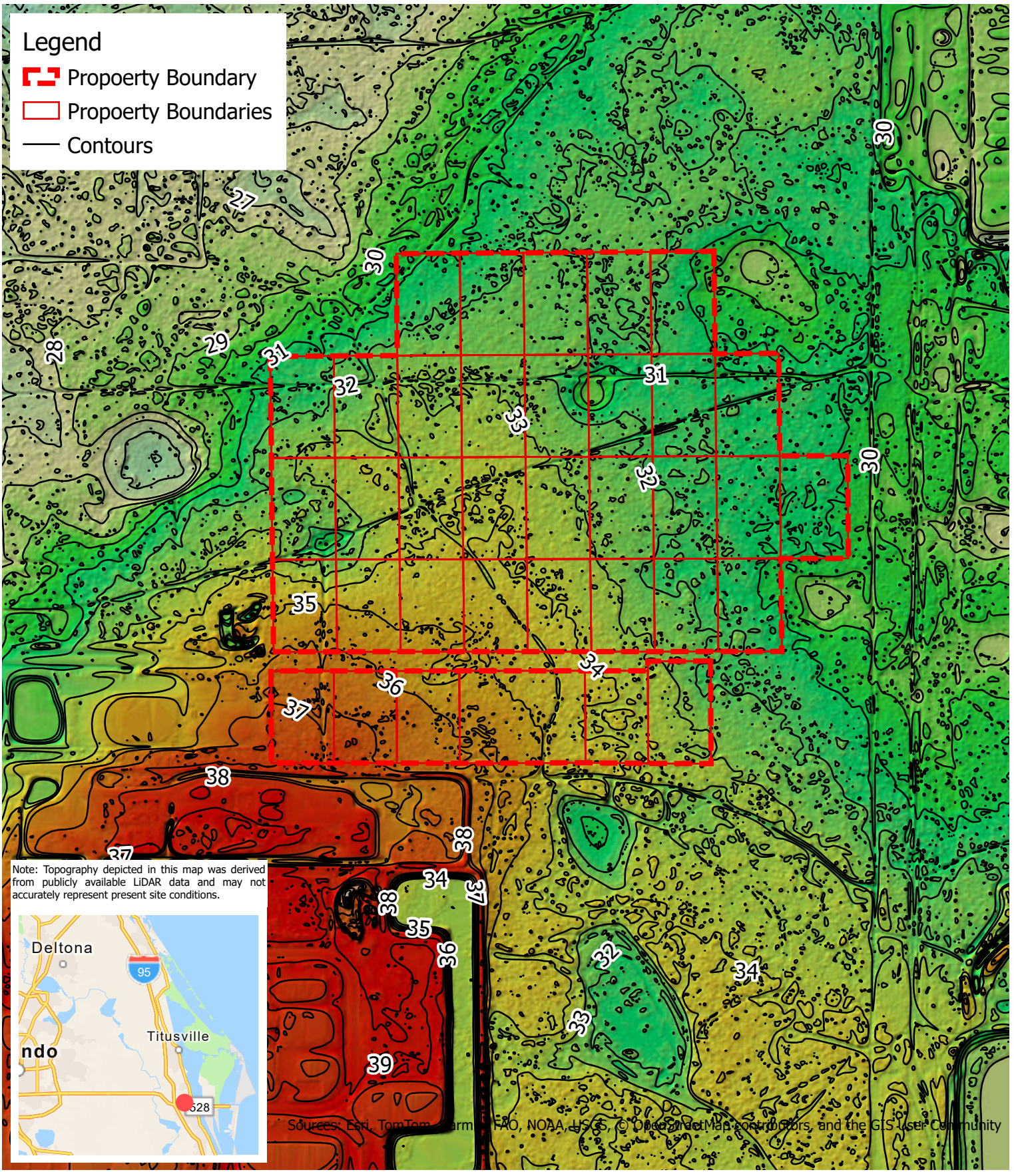
Brevard County, Florida

National Wetland Inventory

FIGURE - A6 | Mar 26, 2026

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Feet



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Grissom Pkwy Cocoa Site

Brevard County, Florida

2018 Topographic Map

FIGURE - A7 | Mar 26, 2026

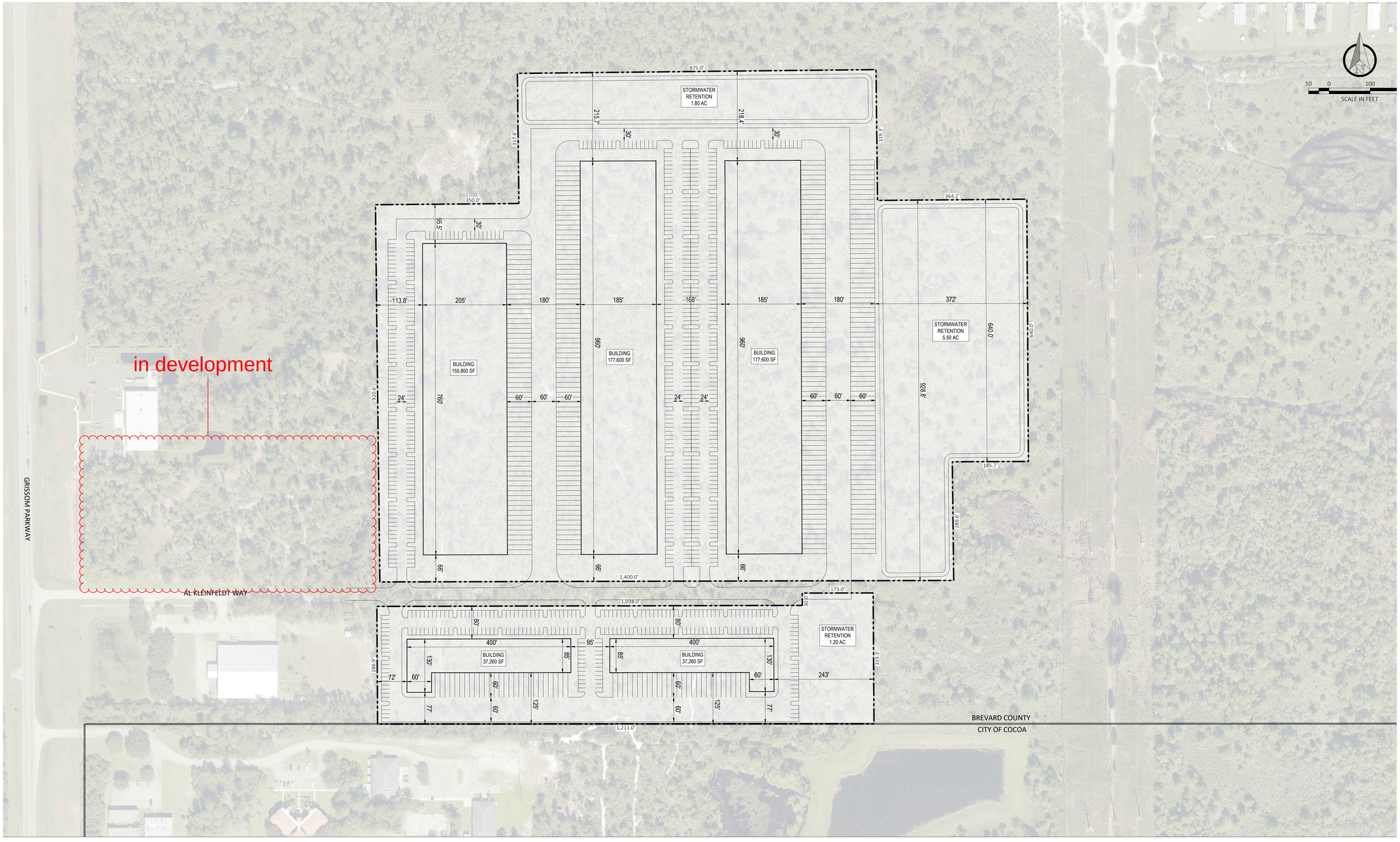
N
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Appendix B

PARCEL IDs

OBJECTID	Tax Account ID	Parcel IDs	Acres	Property Owner
1	2400740	24-35-01-25-14-9	1.14	Morris, Dale: Morris, Lori
2	2400739	24-35-01-25-14-8	1.14	Morris, Dale: Morris, Lori
3	2400738	24-35-01-25-14-7	1.14	Morris, Dale: Morris, Lori
4	2400737	24-35-01-25-14-5	2.28	Morris, Dale: Morris, Lori
5	2400736	24-35-01-25-14-4	1.14	Morris, Dale: Morris, Lori
6	2400735	24-35-01-25-14-3	1.15	Morris, Dale: Morris, Lori
7	2400725	24-35-01-25-13-18	1.15	Morris, Dale: Morris, Lori
8	2400726	24-35-01-25-13-19	1.15	Morris, Dale: Morris, Lori
9	2400727	24-35-01-25-13-20	1.15	Morris, Dale: Morris, Lori
10	2400728	24-35-01-25-13-21	1.16	Morris, Dale: Morris, Lori
11	2400729	24-35-01-25-13-22	1.16	Morris, Dale: Morris, Lori
12	2400730	24-35-01-25-13-23	1.16	Morris, Dale: Morris, Lori
13	2400731	24-35-01-25-13-24	1.16	Morris, Dale: Morris, Lori
14	2400732	24-35-01-25-13-25	1.16	Morris, Dale: Morris, Lori
15	2400718	24-35-01-25-13-9	1.15	Morris, Dale: Morris, Lori
16	2400717	24-35-01-25-13-8	1.15	Morris, Dale: Morris, Lori
17	2400716	24-35-01-25-13-7	1.15	Morris, Dale: Morris, Lori
18	2400715	24-35-01-25-13-6	1.16	Morris, Dale: Morris, Lori
19	2400714	24-35-01-25-13-5	1.16	Morris, Dale: Morris, Lori
20	2400713	24-35-01-25-13-4	1.16	Morris, Dale: Morris, Lori
21	2400712	24-35-01-25-13-3	1.16	Morris, Dale: Morris, Lori
22	2400711	24-35-01-25-13-2	1.16	Morris, Dale: Morris, Lori
23	2400710	24-35-01-25-13-1	1.03	Morris, Dale: Morris, Lori
24	2400701	24-35-01-25-12-18	1.15	Morris, Dale: Morris, Lori
25	2400702	24-35-01-25-12-19	1.15	Morris, Dale: Morris, Lori
26	2400703	24-35-01-25-12-20	1.15	Morris, Dale: Morris, Lori
27	2400704	24-35-01-25-12-21	1.16	Morris, Dale: Morris, Lori
28	2400705	24-35-01-25-12-22	1.16	Morris, Dale: Morris, Lori
29	2400706	24-35-01-25-12-23	1.16	Morris, Dale: Morris, Lori
30	2400707	24-35-01-25-12-24	1.16	Morris, Dale: Morris, Lori
31	2400708	24-35-01-25-12-25	1.16	Morris, Dale: Morris, Lori
32	2400691	24-35-01-25-12-7	1.15	Morris, Dale: Morris, Lori
33	2400690	24-35-01-25-12-6	1.16	Morris, Dale: Morris, Lori
34	2400689	24-35-01-25-12-5	1.16	Morris, Dale: Morris, Lori
35	2400688	24-35-01-25-12-4	1.16	Morris, Dale: Morris, Lori
36	2400687	24-35-01-25-12-3	1.16	Morris, Dale: Morris, Lori



CONCEPTUAL SITE PLAN
CITY OF COCOA I BREVARD COUNTY I FLORIDA

GRISSOM PKWY

PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY

KPMFrankl ENGINEERS • PLANNERS • SURVEY


NO PARKING
FIRE LANE


STOP


641






2170







ORDINANCE NO. 02-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, on _____, 2026, the City Council adopted Ordinance Number 01-2026, which annexed the subject property into the City of Cocoa; and

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the future land use map amendment embodied in this Ordinance is a small-scale amendment to the City of Cocoa Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

WHEREAS, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on April 01, 2026, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, Sections 163.3161, et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a Comprehensive Plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from Brevard County "Residential 4" future land use to City of Cocoa "Industrial" future land use. **Exhibit "A"** is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date and Legal Status of the Plan Amendment. The effective date of this Ordinance shall be conditioned upon the adoption of Ordinance No. 01-2026, and this Ordinance shall not become effective unless and until Ordinance No. 01-2026 is adopted by the City Council. Should Ordinance No. 01-2026 not become effective, then this Ordinance shall become null and void. Should Ordinance No. 01-2026 be adopted, the effective date of this Ordinance shall take effect thirty-one (31) days after the date of its adoption, as written below, in accordance with Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in

compliance. No development orders, development permits, or land use dependent on this Amendment may be issued or commenced before the Amendment has become effective. After and from the effective date of this Amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the Amendments shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

Legal Ad: _____
First Reading:_____
Legal Ad:_____
Second Reading:_____
Effective Date:_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF SUBJECT PROPERTY

LEGAL DESCRIPTION:

(SURVEYOR'S DESCRIPTION)

A PORTION OF A PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0°22'47" WEST, 633.18 FEET, TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID EAST LINE NORTH 89°55'46"WEST, 182.35 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47"EAST, 286.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 89°57'51"WEST, 1,400.29 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 919.94 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89°55'46" EAST, 349.79 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 874.48 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°43'30" EAST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET; TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 00°22'47" EAST, 316.19 FEET, TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET TO A POINT SITUATE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 MARKED BY A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, ALONG SAID EAST LINE, SOUTH 0°22'47" EAST, 316.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,618,336 SQUARE FEET, 37.15 ACRES, MORE OR LESS.

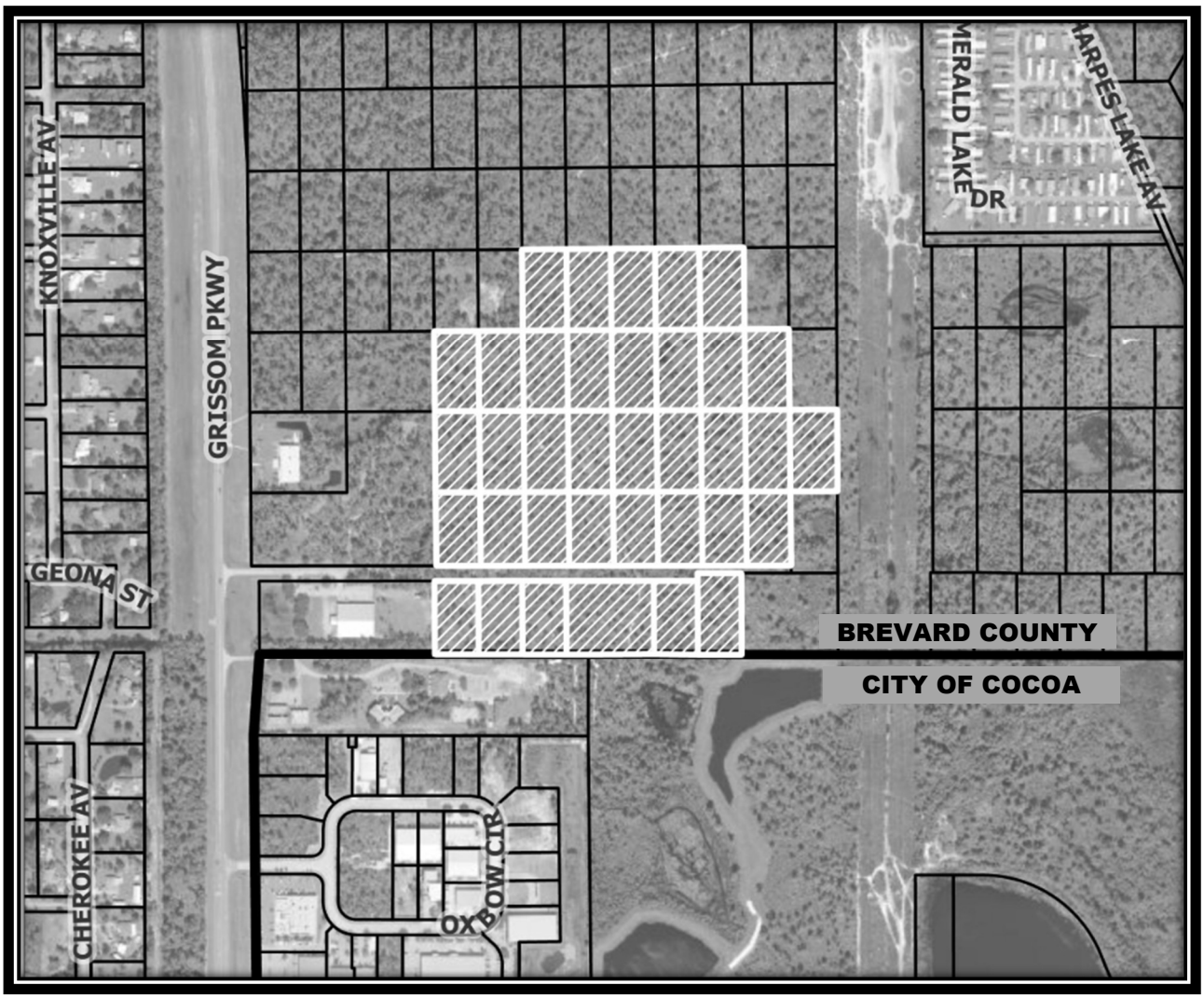
TOGETHER WITH:

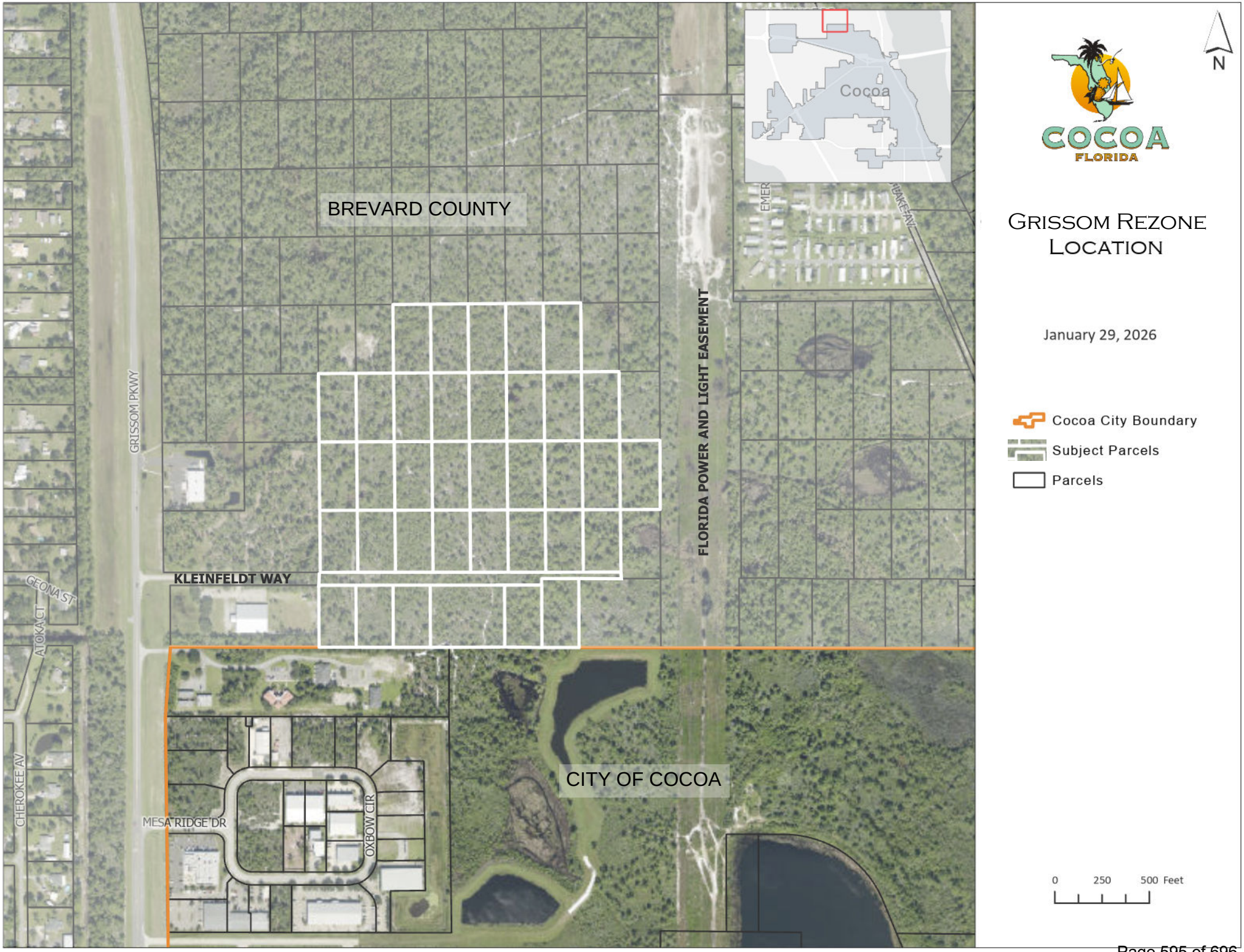
PARCEL B

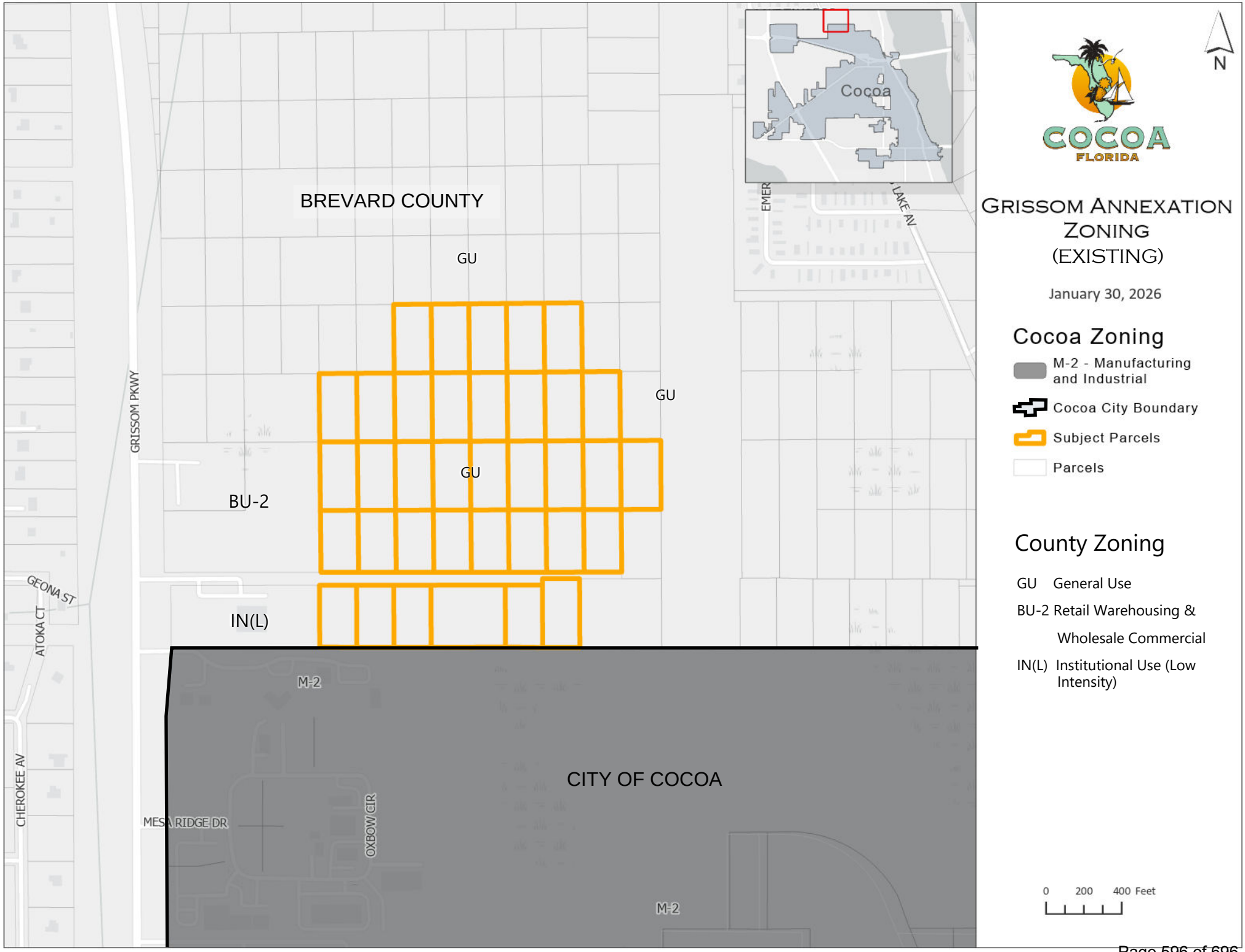
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 1, NORTH 89°57'51" WEST, 377.32 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID SOUTH LINE NORTH 89°57'51" WEST, 1,211.10 FEET TO A 5/8" IRON ROD AND CAP "LB 6544";THENCE, DEPARTING SAID SOUTH LINE NORTH 0°47'28" WEST, 286.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLINEFELDT RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 3589, PAGE 3866 MARKED WITH A 5/8"IRON ROD & CAP STAMPED "LB6544";THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 88°09'55" EAST, 8.33 FEET; THENCE, SOUTH 89°57'51" EAST, 1,031.82 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 0°22'47" WEST, 30.00 FEET TO A TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°57'51" EAST, 173.01 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47" EAST, 317.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605" ALSO BEING THE P**OINT OF BEGINNING.**

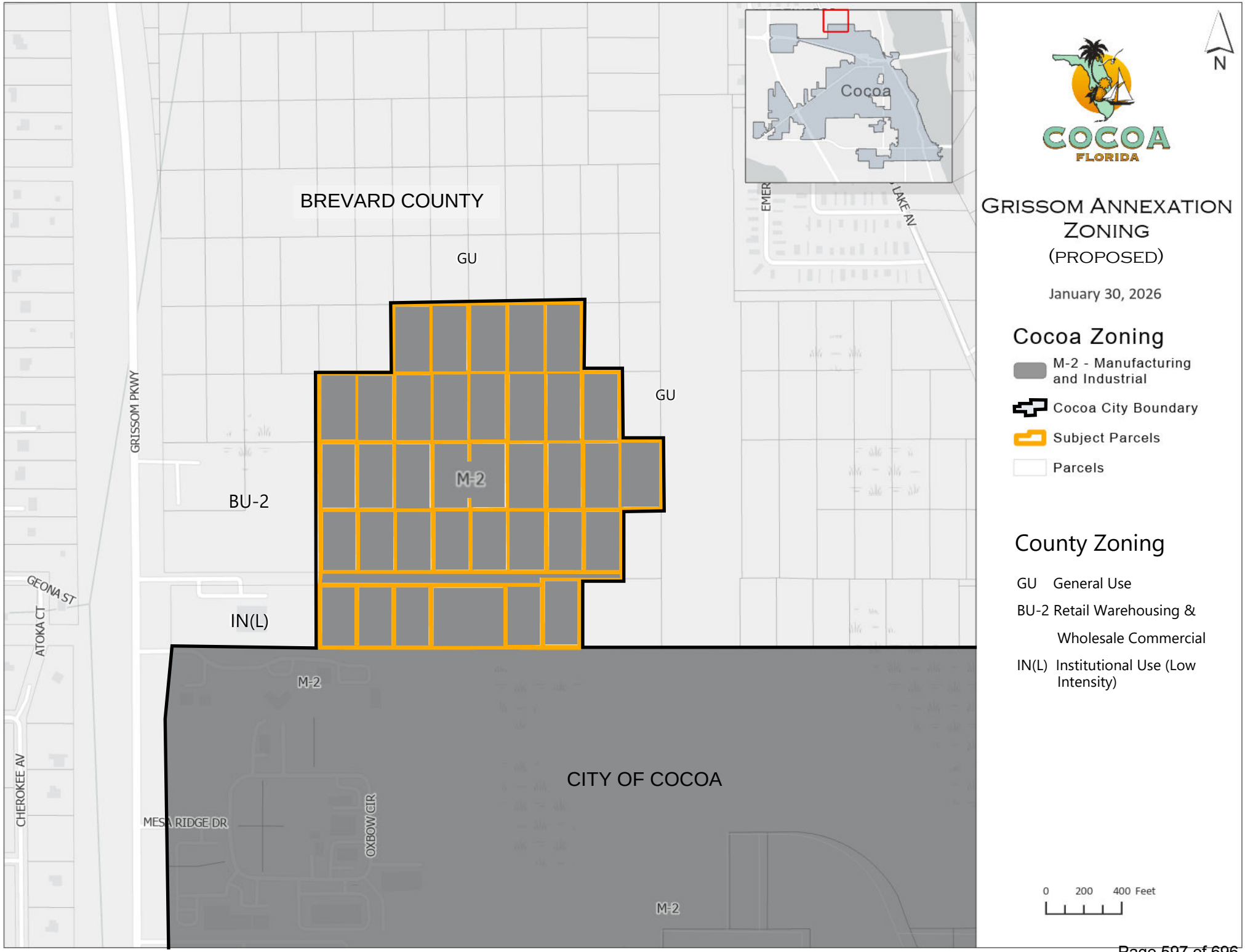
CONTAINING 353,239 SQUARE FEET, 8.11 ACRES, MORE OR LESS.

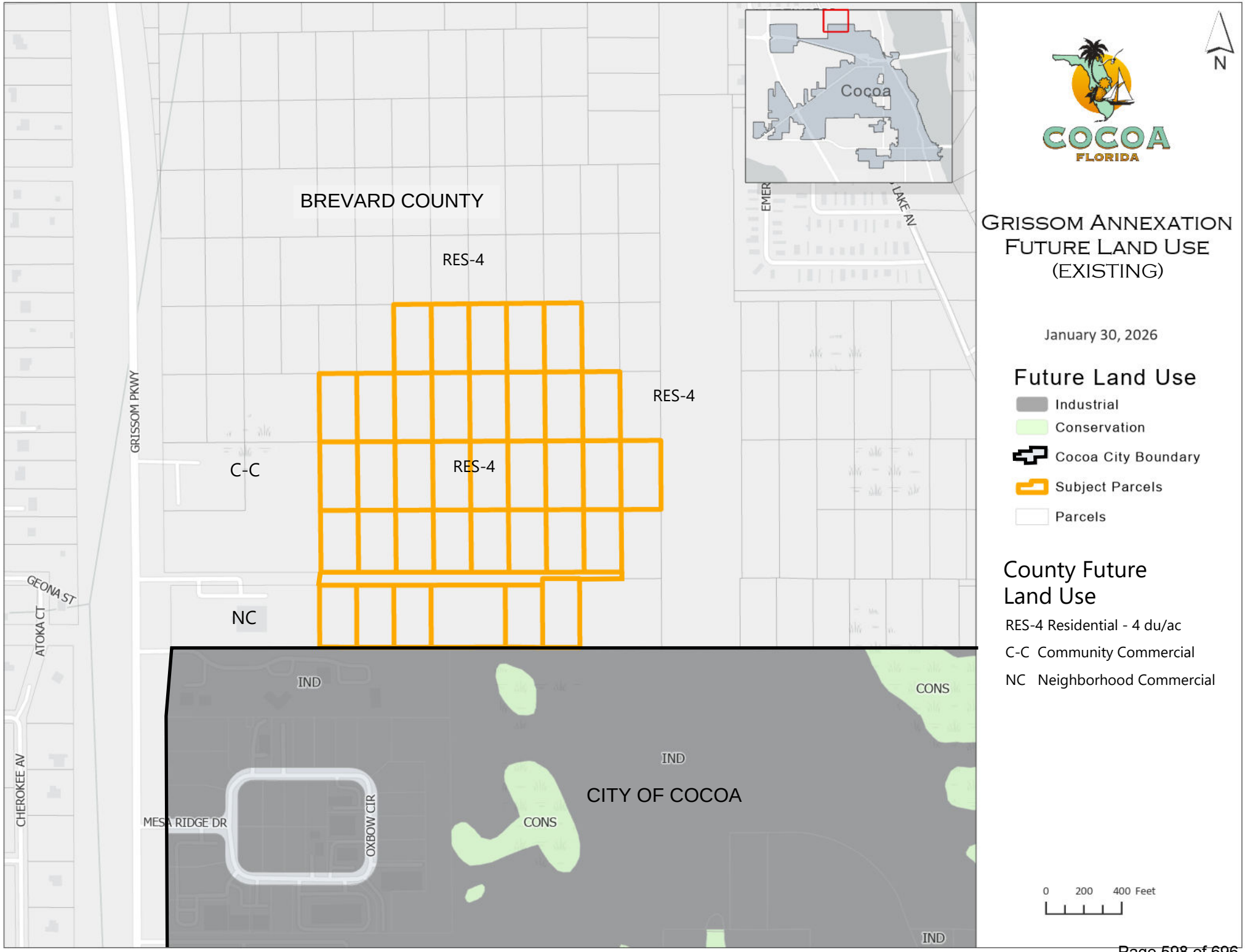
DEPICTION(S)

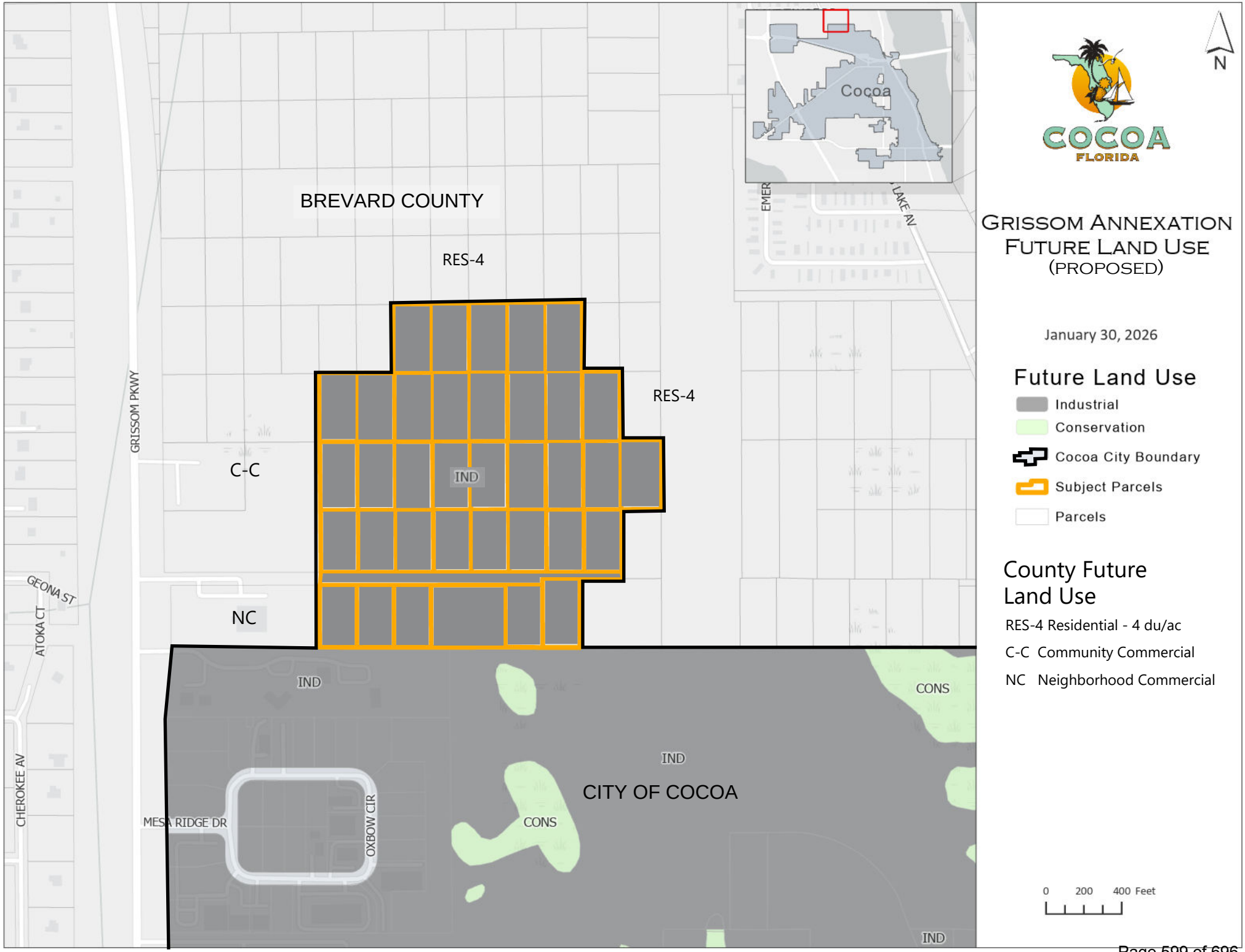

KNOXVILLE AV
GRISSOM PKWY
GEONA ST
CHEROKEE AV
OX BOW CIR
MERALD LAKE DR
HARPES LAKE AV
BREVARD COUNTY
CITY OF COCOA


Cocoa
BREVARD COUNTY
CITY OF COCOA
KLEINFELDT WAY
GRISSOM PKWY
FLORIDA POWER AND LIGHT EASEMENT
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
N
COCOA
FLORIDA
GRISSOM REZONE LOCATION
January 29, 2026
Cocoa City Boundary
Subject Parcels
Parcels
0
250
500 Feet


BREVARD COUNTY
CITY OF COCOA
Cocoa
GU
GU
GU
BU-2
IN(L)
M-2
M-2
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
EMER
LAKE AV
N
COCOA
FLORIDA
GRISSOM ANNEXATION
ZONING
(EXISTING)
January 30, 2026
Cocoa Zoning
M-2 - Manufacturing and Industrial
Cocoa City Boundary
Subject Parcels
Parcels
County Zoning
GU General Use
BU-2 Retail Warehousing & Wholesale Commercial
IN(L) Institutional Use (Low Intensity)
0 200 400 Feet


BREVARD COUNTY
GU
GU
M-2
BU-2
IN(L)
M-2
M-2
M-2
CITY OF COCOA
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION ZONING
(PROPOSED)
January 30, 2026
Cocoa Zoning
M-2 - Manufacturing and Industrial
Cocoa City Boundary
Subject Parcels
Parcels
County Zoning
GU General Use
BU-2 Retail Warehousing & Wholesale Commercial
IN(L) Institutional Use (Low Intensity)
0 200 400 Feet


BREVARD COUNTY
RES-4
RES-4
RES-4
C-C
NC
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
IND
IND
IND
CONS
CONS
CITY OF COCOA
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION
FUTURE LAND USE
(EXISTING)
January 30, 2026
Future Land Use
Industrial
Conservation
Cocoa City Boundary
Subject Parcels
Parcels
County Future Land Use
RES-4 Residential - 4 du/ac
C-C Community Commercial
NC Neighborhood Commercial
0 200 400 Feet


BREVARD COUNTY
RES-4
RES-4
C-C
IND
NC
IND
IND
CONS
IND
CITY OF COCOA
CONS
IND
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION
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(PROPOSED)
January 30, 2026
Future Land Use
Industrial
Conservation
Cocoa City Boundary
Subject Parcels
Parcels
County Future Land Use
RES-4 Residential - 4 du/ac
C-C Community Commercial
NC Neighborhood Commercial
0 200 400 Feet

USA TODAY CO.

PO Box 631244 Cincinnati, OH 45263-1244

LocaliQ

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 03/17/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/17/2026

D. Roberts
Legal Clerk

Notary, State of WI, County of Brown

9-3-26
My commission expires

Publication Cost:	$747.20		
Tax Amount:	$0.00		
Payment Cost:	$747.20		
Order No:	12161404	# of Copies:	
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KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
REZONING AND FLUM CHANGE OF REAL PROPERTY

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE 2-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE 3-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCEL OF REAL PROPERTY, TOTALLING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

The complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk by contacting Monica Arsenault, City Clerk, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Planning and Zoning Board
PUBLIC HEARING WILL BE HELD ON

April 1, 2026

City Council First Reading
PUBLIC HEARING WILL BE HELD ON

April 14, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in anyof these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

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

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

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BRE Brevard Florida Today 04/17/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/17/2026

Legal Clerk

Notary, State of WI, County of Brown

5.19.27

My commission expires

Publication Cost:	$747.20	
Tax Amount:	$0.00	
Payment Cost:	$747.20	
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Customer No:	1127247	1
PO #:	April 28 2026 Grissom Annex	

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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION, REZONING AND FLUM
OF REAL PROPERTY

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE 1-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

AND

ORDINANCE 2-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE 3-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCEL OF REAL PROPERTY, TOTALLING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

The complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk by contacting Monica Arsenault, City Clerk, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

City Council Second Reading
PUBLIC HEARING WILL BE HELD ON

April 28, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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However, the City is not responsible for technical difficulties that may occur while

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: April 28, 2026
Ordinance Number: 02-2026
Posted To Webpage: April 17, 2026, revised and reposted April 22, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN

AMENDMENT. Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

X b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

The proposed ordinance amends the City of Cocoa Comprehensive Plan Future Land Use Map for approximately 45.26 acres of real property, generally located east of Grissom Parkway, south of Canaveral Groves Boulevard, and north of Oxbow Circle. The amendment changes the future land use designation from Brevard County “Residential 4” to City of Cocoa “Industrial.”

Part II.

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____

Part IV. Additional Information the City Council may find useful (if any):

CITY COUNCIL AGENDA ITEM

Memo Date:	April 15, 2026
Agenda Date:	April 28, 2026
File ID:	2026-296
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on second reading of Ordinance 03-2026 of the City Council of the City of Cocoa, Brevard County, Florida, rezoning approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard from Brevard County "General Use (GU)" to City of Cocoa "Manufacturing and Industrial (M-2)."

BACKGROUND:

Introduction

This is an applicant-initiated request for a Zoning Map Amendment for thirty-six (36) parcels containing 45.26 acres of unplatted, vacant, real property located in unincorporated Brevard County from Brevard County zoning "General Use (GU)" to City of Cocoa "Manufacturing and Industrial (M-2)". This Zoning Map Amendment request (Rezone/ZMA) is being made concurrently with Ordinance 02-2026, a Future Land Use Map/Comprehensive Plan Amendment (CPA) request to change the future land use category of these parcels from Brevard County "Residential-4 (RES4)" to City of Cocoa "Industrial (IND)", AND in consideration of Ordinance 01-2026, a request to annex these properties into the City of Cocoa.

Note: The Rezone will only be valid if City Council also approves the request to Annex the subject parcels into the City of Cocoa and only if City Council approves companion Ordinance 02-2026, the Future Land Use Map Amendment. Staff will request that these be conditions of approval.

On April 01, 2026, the applicant's requests for a Zoning Map Amendment, Ordinance No. 03-2026 (ZMA), and companion Future Land Use Map / Comprehensive Plan Amendment, Ordinance 02-2026 (CPA) were presented before the Planning and Zoning Board. The Planning and Zoning Board recommended APPROVAL by City Council of the ZMA and CPA, CONDITIONED upon the approval of the annexation. The annexation, ZMA and CPA must all be approved by two readings before City Council. On April 14, 2026, City Council approved the first reading of Ordinance 03-2026 and its companion ordinances 01-2026 and 02-2026.

The subject parcels to be Rezoned, also known as the "Annexation Area", are located

generally east of Grissom Parkway, north of Oxbow Circle, and south of Canaveral Groves Boulevard, west of a Florida Power and Light (FP&L) right-of-way, and more specifically northeast of the intersection of Grissom Parkway and Kleinfeldt Way, as depicted in Exhibit B - Location Map. A list of parcels in the Annexation Area has been provided and further described in the proposed Ordinance, attached hereto as Attachment “A”.

This area is in Brevard County Commission District #1, which is currently represented by Commissioner Katie Delaney. The Annexation Area is contiguous to City Council District #3, which is represented by City Councilmember Patricia Weeks.

The impetus of the annexation, Rezone, and CPA requests is that the Annexation Area is within the City of Cocoa wastewater utility service area, connection to which any new development will require. Pursuant to the City of Cocoa Code, Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers, any non-city property that requires City of Cocoa wastewater service and is contiguous to the City Boundary, must be annexed into the City. The southern boundary of the Annexation Area is contiguous to the northern boundary of the City of Cocoa.

The property owners are Dale and Lori Morris of Cocoa, Florida. The applicant is Alex Goetz, with KPM Franklin, representing Park Industrial, LLC who is seeking to purchase, combine the 36 parcels into one parcel, and develop the aggregated property as an industrial complex with warehouse and distribution operations and contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales (See Attachments 8 and 9 for Concept Plan and Example Photos).

Annexation Compliance with Florida Statutes and Process

The Annexation report will be prepared pursuant to Section 171.044 of the Florida Statutes regarding Voluntary Annexation, which sets forth the plans to annex the subject parcels.

There are no registered electors in the Annexation Area, and therefore no referendum on annexation is required by Section 171.0413(6), Florida Statutes. Instead, consent of property owners representing at least 50% of the land area and at least 50% of the parcels to be annexed is required prior to final adoption of the annexation ordinance. The subject parcels in the Annexation Area are under the shared ownership of the married couple Dale and Lori Morris, representing 100% of the parcels. The applicant provided the required “Petition for Voluntary Annexation” and “Designation of Agent Affidavit Authorization” form signed by the owners authorizing the applicant to apply on their behalf. Said area is “compact” as defined by F.S., Section 171.031, is situated in a single area and does not create enclaves, pockets, or finger areas in serpentine patterns. The Annexation request is scheduled to be heard before City Council on April 14th, 2026.

Current and Proposed Zoning and Future Land Use

The current County Zoning and Future Land Use for the entire Annexation Area are General Use (GU) and Residential 4 (RES4), respectively (See Exhibit C – Existing Zoning Map). The County GU zoning designation covers rural residential, unimproved land, and

areas without specific development trends; the RES4 future land use category allows for 4 dwelling units per acre. With this amendment, the applicant is seeking the City of Cocoa "Manufacturing and Industrial (M-2)" zoning district (See Exhibit D - Future Zoning Map). Per the City of Cocoa Zoning Code, Appendix A, ART XI, Sec. 19, the provisions of this district:

"*…are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.*"

Existing General Land Use

	Current Use	Zoning	Future Land Use	Density/Intensity
Subject Property:	Vacant	County GU	County Residential 4	4 du/1 acre
Surrounding Uses:				
North (County)	Vacant	County GU	County Residential 4	4 du/1 acre
East (County)	Vacant	County GU	County Residential 4	4 du/1 acre
South (City of Cocoa)	Industrial	City of Cocoa M-2	City of Cocoa Industrial	1.5 FAR
West (County)	Vacant & Institutional	County GU & IN(L)	County Community Commercial & Residential 4	4 du/1 acre

The applicant is also seeking a City of Cocoa Industrial (IND) Future Land Use for the purposes of developing an industrial complex and distribution center, as previously stated. Pursuant to Section 171.062 Florida Statutes, the Brevard County land use plan and zoning will remain in effect until the City of Cocoa adopts a comprehensive plan amendment for the Annexation Area. Refer to Exhibit C – Existing Zoning Map, Exhibit D – Proposed Zoning Map, Exhibit E – Existing Future Land Use Map, and Exhibit F – Proposed Future Land Use Map.

Advertisement and Notification

Pursuant to the City of Cocoa Zoning Code, Chapter XXI, Sec. 1(C)(6) and (D), affected property owners within 500 feet were notified of the ordinance by mail, and a legal ad was posted in the local newspaper 15 days prior to this hearing, the affidavit for which is provided as an attachment to this report. There were no responses, complaints, or

inquiries to either the legal ad or the letters that were sent.

I. **Rezoning Analysis**

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: With the parcels being vacant, there is no established land use "pattern". The proposed Zoning Map Amendment would assign the M-2 zoning to the properties, thereby establishing the potential for an industrial development pattern. The surrounding County parcels are zoned General Use (GU) and are currently vacant with an un-established pattern. The GU classification encompasses rural single-family residential development, or unimproved lands for which there is no definite current proposal for development, or land in areas lacking specific development trends. In consideration of this low-density surrounding County zoning, the City will require an opaque "compatibility" buffer, which will minimize visual, noise, and environmental impacts. Such buffer will be determined at the time of site development application. The City properties to the south are already zoned M-2.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The assignment of M-2 zoning to the properties is consistent with and would be adjacent to the existing M-2 zoning district. Therefore, the proposed change would not create an isolated zoning district.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: With an anticipated industrial development, a Rezone to M-2 (non-residential) is not anticipated to directly alter the population density pattern. An analysis of the utilities and infrastructure for the Annexation will be included in the Annexation report. A preliminary analysis has shown that the City of Cocoa can provide services at the same level of service provided to other City residents and businesses with existing resources. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are specifically identified, necessary and appropriate mitigation will be required to be addressed during site development review and prior to construction.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing M-2 zoning district boundary is also the northern boundary of the City of Cocoa. The addition of the subject parcels by the annexation would be an

expansion of the City, generally, and the Rezone an expansion of the M-2 zoning district.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: With the Annexation of the subject parcels, and an assignment of a zoning district, a future land use map amendment is required to assign a compatible City of Cocoa future land use category. In this case, companion Ordinance 02-2026 proposes an "Industrial" FLU category, which is consistent with the requested M-2 zoning district.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: Annexation of County properties into the City of Cocoa make it necessary for a zoning category to be assigned in order to permit and guide future development.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: With the current surrounding land use either vacant or non-residential, it is not anticipated to adversely influence living or working conditions in the area. However, in consideration of this low-density surrounding County GU zoning, the City will require an opaque "compatibility" buffer, which will minimize visual, noise, and environmental impacts. Such buffer will be determined at the time of site development application.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: At this time, it is unknown if the proposed change will create or increase traffic congestion. The primary access to the associated development would be Grissom Parkway, which is classified as a minor arterial roadway. It serves as a north–south connector between SR 528, SR 524, and nearby industrial/residential areas, designed for moderate to high traffic volumes. No roadway level of service deficiencies are anticipated though a complete traffic analysis will be required at the site plan stage.

i. The proposed change will create a drainage problem.

Staff Finding: Any future development will be required to retain and manage all stormwater run-off resulting from its development on-site. At the time of site plan submittal, the City of Cocoa will review the site development plans to ensure compliance with City of Cocoa and SJRWMD stormwater design requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed change is unlikely to reduce light and air to adjacent areas, as the development associated with the Rezone and annexation is likely to be only 1-3 stories in height (see Attachments 8 and 9).

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated this Rezone will adversely affect property values in the adjacent areas. With an M-2 zoning designation assigned, the parcels will have guidelines that will create an economic development opportunity which will increase property value in the overall area and the City of Cocoa.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: At this time, the vacant north-, east-, and west- adjacent properties are located in Brevard County jurisdiction and would be developed in accordance with County regulations. It is unknown at this time how the County wishes to develop this property. However, it is not anticipated that the Rezone or its associated development will deter future improvement or development of the adjacent properties.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the owner as contrasted with the public welfare, as the proposed zoning designation of M-2 meets the requirements of the Comprehensive Plan and is consistent with the adjacent industrial zoning district.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: With the absence of a City zoning district, development is not possible. Additionally, as stated, the annexation of County properties into the City of Cocoa make it necessary for a zoning category to be assigned in order to permit and guide future development.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed Rezone is not out of scale with the needs of the area and would be consistent with and an extension of the existing industrial character in the adjacent City industrial district. Furthermore, the application of the M-2 zoning district in this location meets a growing economic development need for warehouse and distribution operations and contractor offices, and manufacturing facilities.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: There are other vacant properties available in the City of Cocoa M-2 zoning district, although none are large enough for the development the applicant is proposing.

Consistency with Comprehensive Plan Policies and Objectives

The proposed M-2 "Manufacturing and Industrial" zoning designation is consistent with the allowable uses under the proposed “Industrial” future land use category per the City of Cocoa Comprehensive Plan, per Figure FLU-1, the *Standards for Future Land Use Categories*.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

As previously mentioned, an analysis of the utilities and infrastructure for the Annexation will be included in the Annexation report. A preliminary analysis has shown that the City of Cocoa can provide services at the same level of service provided to other City residents and businesses with existing resources. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are specifically identified, necessary and appropriate mitigation will be required to be addressed during site development review and prior to construction.

Conditions of Approval:

This Zoning Map Amendment will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa and only if City Council approves companion Ordinance 02-2026, the Future Land Use Map/Comprehensive Plan Amendment. The following conditions of approval shall apply:

1. The approval of this Zoning Map Amendment Ordinance shall be conditioned upon the adoption of Ordinance No. 01-2026 (Annexation), and this Ordinance shall not become effective unless and until Ordinance No. 01-2026 is adopted by the City Council. Should Ordinance No. 01-2026 *not* become effective, then this Ordinance to Rezone shall become null and void.

2. This Ordinance shall also only become effective immediately upon the effective date of Ordinance No. 02-2026 (the Future Land Use Map/Comprehensive Plan Amendment), as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 02-2026 *does not* become effective, then this Ordinance to Rezone shall become null and void.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
April 01, 2026: Planning and Zoning Board recommended that City Council APPROVE WITH CONDITIONS Ordinance 03-2026 for the Zoning Map Amendment to change the zoning of the subject parcels from County "General Use (GU)" to City of Cocoa "Industrial (IND)".

April 14, 2026: City Council APPROVED Ordinance 03-2026 changing the zoning map designation of the real property from Brevard County “General Use (GU)” to City of Cocoa “Manufacturing and Industrial (M-2)” district.

RECOMMENDED MOTION:
Staff requests that City Council **APPROVE** on second reading Ordinance 03-2026, changing the zoning map designation of the real property from Brevard County “General Use (GU)” to City of Cocoa “Manufacturing and Industrial (M-2)” district.

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** General Use (Brevard County)
2. **Proposed Zoning Category:** M2 Manufacturing and Industrial District
3. **Existing Future Land Use Category:** Residential 4 (Brevard County)
4. **Proposed Future Land Use Category (*if applicable*):** Industrial
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): KPM Franklin

   Name: Alex Goetz

   Mailing Address: 6300 Hazeltine National Drive Suite 1800

   City: Orlando State: FL Zip Code: 32822

   Phone #: 407-994-4453 Fax #:

   Mobile #: E-mail: agoetz@kpmfranklin.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable):

   Name: Dale L Morris, Lori L Morris

   Mailing Address: 5018 DUSON WAY

   City: ROCKLEDGE State: FL Zip Code: 32955

   Phone #: Fax #:

   Mobile #: E-mail:

7. Property Information:

Street Address and Location: _____

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

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Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Please refer to attached sheets for all additional parcels.

Land Area: _____ square feet or _____ acres

Existing Use(s) on Property: _____

Proposed Use(s) on Property: _____

8. Please submit the following items in order complete the application:

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☑ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☑ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. Application filing deadline. The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. Whether or not the proposed change is contrary to the established land use pattern.

The subject site occupies a strategic location for the City of Cocoa, positioned directly north of an the existing Industrial uses make it ideally suited for the Manufacturing and Industrial (M-2) zoning district. This designation will promote a cohesive development pattern that integrates seamlessly with surrounding properties, allowing for a continuation of warehouse and distribution operations, as well as contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales.

b. Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.

The proposed rezoning will not result in the creation of an isolated zoning district that is inconsistent or incompatible with adjacent or nearby districts. The subject property is in the process of being annexed into the city. With this annexation the logical pattern of development would best align with the currently existing development to the south, which is Industrial and Manufacturing.

c. Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

The proposed change will not result in any material alteration to the existing population density patterns within the surrounding area, nor will it overburden existing public facilities or infrastructure. The proposed development is strictly industrial in nature and, as such, does not contribute to residential growth or population increases. Consequently, the project will have no measurable effect on population density or demographic distribution.

Furthermore, the development will continue to be served by the same utility provider that currently services the area. Whether the property remains under county jurisdiction or is incorporated within the city, the source and capacity of utility services—including water, wastewater, and electric—will remain unchanged. Therefore, the proposed change will not create any additional demand on public utilities or require expansion of existing service capacities.

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

The existing district boundaries are not illogically drawn in relation to the current conditions of the property. The boundaries accurately reflect the established development pattern and are consistent with the surrounding land uses and infrastructure. The property has been developed in a manner that aligns with the intent and purpose of the existing zoning designation. Additionally, there are no irregularities or inconsistencies between the district boundaries and the physical or functional characteristics of the site. The current delineation provides a logical transition between adjacent land uses and maintains compatibility with the broader development context of the area. Therefore, while the proposed change is intended to support the continuation or enhancement of existing industrial activity, it does not seek to correct any irregularity or error in the original zoning boundary placement.

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e. Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

The proposed change would not be contrary to the Land Use Plan and would not have any adverse effect on the City's Comprehensive Plan. The subject property is being annexed into the city as a part of this application. The corresponding proposed Future Land Use (FLU) designation will be an extension of the existing Industrial land use pattern. The current request simply seeks to establish a zoning classification that aligns with the proposed FLU designation to ensure consistency between the land use and zoning maps. This action represents an administrative step to maintain compliance with the City's Comprehensive Plan and to implement the intended development pattern envisioned with the proposed annexation. As such, the proposed zoning change directly supports, rather than conflicts with, the objectives and policies of the Comprehensive Plan.

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f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

Changed conditions make the passage of the proposed amendment both appropriate and necessary. In addition to this rezoning, the properties are in the process of being annexed into the City. As part of that process, the property will need to be assigned a Future Land Use designation and Zoning designation that is consistent with existing development patterns already established by the City. The proposed zoning amendment is therefore a logical next step to implement the terms of the proposed annexation agreement and to ensure consistency between the land use and zoning maps.

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g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

The proposed change will not adversely influence living conditions in the surrounding neighborhood. The adjacent City property is designed for industrial use under the City's adopted Future Land Use Map and is located within an area already characterized by similar nonresidential uses and supporting infrastructure. The proposed zoning is consistent with the established development pattern and will not introduce new or incompatible activities that could negatively affect nearby residential areas. Appropriate buffering, access management, and site design standards will be applied through the City's development review process to ensure compatibility and maintain the quality of life for adjacent properties. As such, the proposed change will complement the existing character of the area and is not anticipated to have any adverse effect on living conditions in the neighborhood.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

The proposed change will not create or excessively increase traffic congestion, nor will it adversely affect public safety. The proposed zoning is consistent with the existing and planned roadway network and aligns with the proposed Future Land Use designation for the property.

i. Whether or not the proposed change will create a drainage problem.

The proposed change will not create a drainage problem. Any future industrial development on the site will be required to design and construct an on-site stormwater management system in accordance with the City of Cocoa's Land Development Regulations and St. Johns River Water Management District (SJRWMD) criteria, providing adequate treatment and attenuation so that post-development runoff rates do not exceed pre-development conditions. As a result, stormwater will be managed entirely on-site, and the amendment will not adversely affect off-site drainage patterns or create flooding or drainage issues for adjacent properties.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

The proposed change will not reduce light or air to adjacent areas. The property's proposed zoning and intended industrial use are consistent with the existing development pattern and surrounding land uses. Future development on the site will be required to comply with all applicable setbacks, height, and landscaping standards established by the City's Land Development Regulations, which are designed to preserve adequate separation between structures and ensure continued access to light and air for neighboring properties. Additionally, the site is not directly adjacent to any high-density residential uses, further minimizing the potential for impacts. Through compliance with these design and dimensional standards, the proposed change will maintain appropriate building spacing, protect visual openness, and ensure that natural light and air circulation to adjoining areas remain unaffected.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

The proposed change will not adversely affect property values in the adjacent area. The requested zoning is consistent with the proposed Future Land Use designation and compatible with the surrounding pattern of industrial and nonresidential development. By aligning zoning with the City's long-term land use vision, the change promotes orderly growth, enhances predictability, and supports continued investment in the area. The proposed development standards will ensure a high-quality site design, appropriate buffering, and compatibility with adjoining properties. These factors collectively help maintain and potentially enhance surrounding property values by contributing to a cohesive, well-planned development pattern. Therefore, the proposed amendment is expected to have a neutral or positive impact on nearby property values.

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l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

The proposed change will not be a deterrent to the improvement or development of adjacent properties in accordance with existing regulations. On the contrary, the requested zoning will complement the established development pattern and support continued investment in the surrounding area. The proposed designation is compatible with adjacent land uses and aligns with the City's adopted Future Land Use Map, ensuring regulatory consistency across property lines. By maintaining appropriate access, buffering, and design standards, the change will facilitate cohesive development and encourage nearby property owners to continue improving their sites in compliance with existing codes and regulations.

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m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The request will be consistent with the City's Comprehensive Plan and the Future Land Use designation to be assigned with the proposed annexation. Additionally, this request is consistent with existing surrounding development patterns. The proposed zoning ensures uniform application of the City's land development regulations and aligns with the zoning framework applied to similarly situated properties in the area. This action does not confer any unique or undue benefit to the property owner but rather brings the site into conformity with City standards and the established development pattern. The amendment serves the broader public interest by promoting orderly growth, consistency between land use and zoning, and efficient provision of public services.

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n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

There are substantial reasons why a reasonable use of the property cannot be accomplished under the existing zoning. The property is under the annexation process with the City, and as a result, currently does not have an assigned City zoning designation. Without an approved zoning classification, development of any kind cannot proceed under the City's jurisdiction. The proposed amendment is therefore necessary to establish the appropriate City zoning district consistent with the surrounding development pattern, FLU designations, and zonings. This action will provide the regulatory framework required to enable development consistent with City standards, ensuring orderly growth, coordinated infrastructure planning, and alignment with the City's Comprehensive Plan.

---

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

The proposed change is not out of scale with the needs of the neighborhood or the City. The requested zoning classification is compatible with surrounding land uses. The property is located within an area that already supports similar industrial uses, indicating that the proposed change is appropriate and responsive to the existing development context. Additionally, the amendment aligns with the City's long-term planning objectives by promoting orderly growth, providing neighborhood-serving commercial opportunities, and utilizing existing infrastructure efficiently. As such, the proposed change is appropriately scaled to meet both neighborhood and citywide needs without introducing excessive intensity or density.

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p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

It is not impossible to find other adequate sites in the City for the proposed use in districts already zoned for such use. However, the subject property represents a logical and suitable location for the proposed development given its existing access, infrastructure, and surrounding land use context. The site is in the process of being annexed into the City and will additionally be assigned a compatible FLU designation for the existing surrounding uses.The requested zoning simply implements a cohesive blend of the existing land use and zoning of adjacent properties within the City.

19. Signatures and Notarization.

STATE OF Florida COUNTY OF orange. I, Alex Goetz being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

x _____ Hannah Ruddy

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Hannah Ruddy
My Commission HH 406819
Expires 6/5/2027

_____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 25 day of November, 20 25

FOR OFFICE USE ONLY

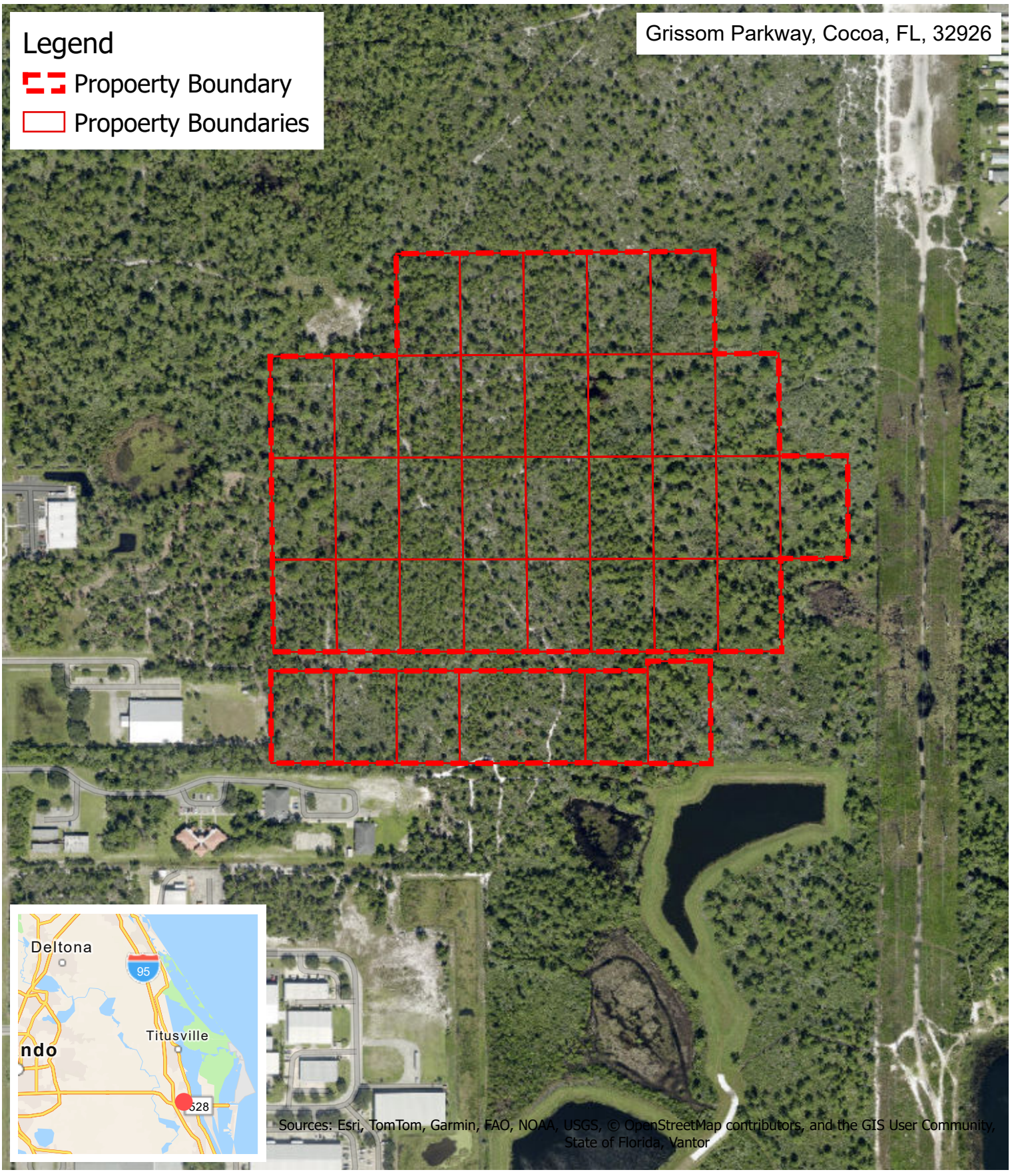
Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

Brevard County, Florida

2024 Aerial Map

FIGURE - A2 | Mar 26, 2026

N
W E
S

400
Feet

OBJECTID	Tax Account ID	Parcel IDs	Acres	Property Owner
1	2400740	24-35-01-25-14-9	1.14	Morris, Dale: Morris, Lori
2	2400739	24-35-01-25-14-8	1.14	Morris, Dale: Morris, Lori
3	2400738	24-35-01-25-14-7	1.14	Morris, Dale: Morris, Lori
4	2400737	24-35-01-25-14-5	2.28	Morris, Dale: Morris, Lori
5	2400736	24-35-01-25-14-4	1.14	Morris, Dale: Morris, Lori
6	2400735	24-35-01-25-14-3	1.15	Morris, Dale: Morris, Lori
7	2400725	24-35-01-25-13-18	1.15	Morris, Dale: Morris, Lori
8	2400726	24-35-01-25-13-19	1.15	Morris, Dale: Morris, Lori
9	2400727	24-35-01-25-13-20	1.15	Morris, Dale: Morris, Lori
10	2400728	24-35-01-25-13-21	1.16	Morris, Dale: Morris, Lori
11	2400729	24-35-01-25-13-22	1.16	Morris, Dale: Morris, Lori
12	2400730	24-35-01-25-13-23	1.16	Morris, Dale: Morris, Lori
13	2400731	24-35-01-25-13-24	1.16	Morris, Dale: Morris, Lori
14	2400732	24-35-01-25-13-25	1.16	Morris, Dale: Morris, Lori
15	2400718	24-35-01-25-13-9	1.15	Morris, Dale: Morris, Lori
16	2400717	24-35-01-25-13-8	1.15	Morris, Dale: Morris, Lori
17	2400716	24-35-01-25-13-7	1.15	Morris, Dale: Morris, Lori
18	2400715	24-35-01-25-13-6	1.16	Morris, Dale: Morris, Lori
19	2400714	24-35-01-25-13-5	1.16	Morris, Dale: Morris, Lori
20	2400713	24-35-01-25-13-4	1.16	Morris, Dale: Morris, Lori
21	2400712	24-35-01-25-13-3	1.16	Morris, Dale: Morris, Lori
22	2400711	24-35-01-25-13-2	1.16	Morris, Dale: Morris, Lori
23	2400710	24-35-01-25-13-1	1.03	Morris, Dale: Morris, Lori
24	2400701	24-35-01-25-12-18	1.15	Morris, Dale: Morris, Lori
25	2400702	24-35-01-25-12-19	1.15	Morris, Dale: Morris, Lori
26	2400703	24-35-01-25-12-20	1.15	Morris, Dale: Morris, Lori
27	2400704	24-35-01-25-12-21	1.16	Morris, Dale: Morris, Lori
28	2400705	24-35-01-25-12-22	1.16	Morris, Dale: Morris, Lori
29	2400706	24-35-01-25-12-23	1.16	Morris, Dale: Morris, Lori
30	2400707	24-35-01-25-12-24	1.16	Morris, Dale: Morris, Lori
31	2400708	24-35-01-25-12-25	1.16	Morris, Dale: Morris, Lori
32	2400691	24-35-01-25-12-7	1.15	Morris, Dale: Morris, Lori
33	2400690	24-35-01-25-12-6	1.16	Morris, Dale: Morris, Lori
34	2400689	24-35-01-25-12-5	1.16	Morris, Dale: Morris, Lori
35	2400688	24-35-01-25-12-4	1.16	Morris, Dale: Morris, Lori
36	2400687	24-35-01-25-12-3	1.16	Morris, Dale: Morris, Lori

Utility Customer Service Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8400 I Fax: (321) 433-8408
Email: customerservice@cocoafl.org

Owner Letter of Authorization

Property owners must provide proof of ownership/authorization (i.e. Recorded Deed, or, Notarized Power of Attorney) if not recorded with Brevard County Property Appraiser's Office. A copy of the owner's government-issued photo identification must be presented at the time of signing. If the owner is not providing the form in person, notarization is required. Authorized agent/property management agreement must be provided if this form is being completed by someone other than the owner per Brevard County Property Appraiser's Office.

This form is to be presented absent a lease agreement or in cases of a month-to-month tenancy.

Section I: Owner Attestation

I, Dale L Morris and Lori L Morris, am the owner of the property located at:
Grissom Parkway - 36 lots, parcel ID list attached

Section II: Residential Authorization

I hereby authorize _____ to initiate all services at the above-referenced address, effective this day _____ of _____, 20 ___.

The following person(s) are authorized to reside at the above-referenced address.

1. _____ 3. _____
2. _____ 4. _____

Section III: Commercial Authorization

I hereby authorize KPM Franklin, Alex Goetz to initiate all services
Business Name

beginning 11/26/25.
Date

Dale Morris — Owner Signature
11-21-25 — Date
(321) 403-3752 — Owner Phone

Section IV: Notarization

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 21 day of November of 2025, by Dale L Morris and Lori L Morris.

AMBER E ARAUZ
Notary Public - State of Florida
Commission # HH 526244
My Comm. Expires Dec 27, 2026
Bonded through National Notary Assn.

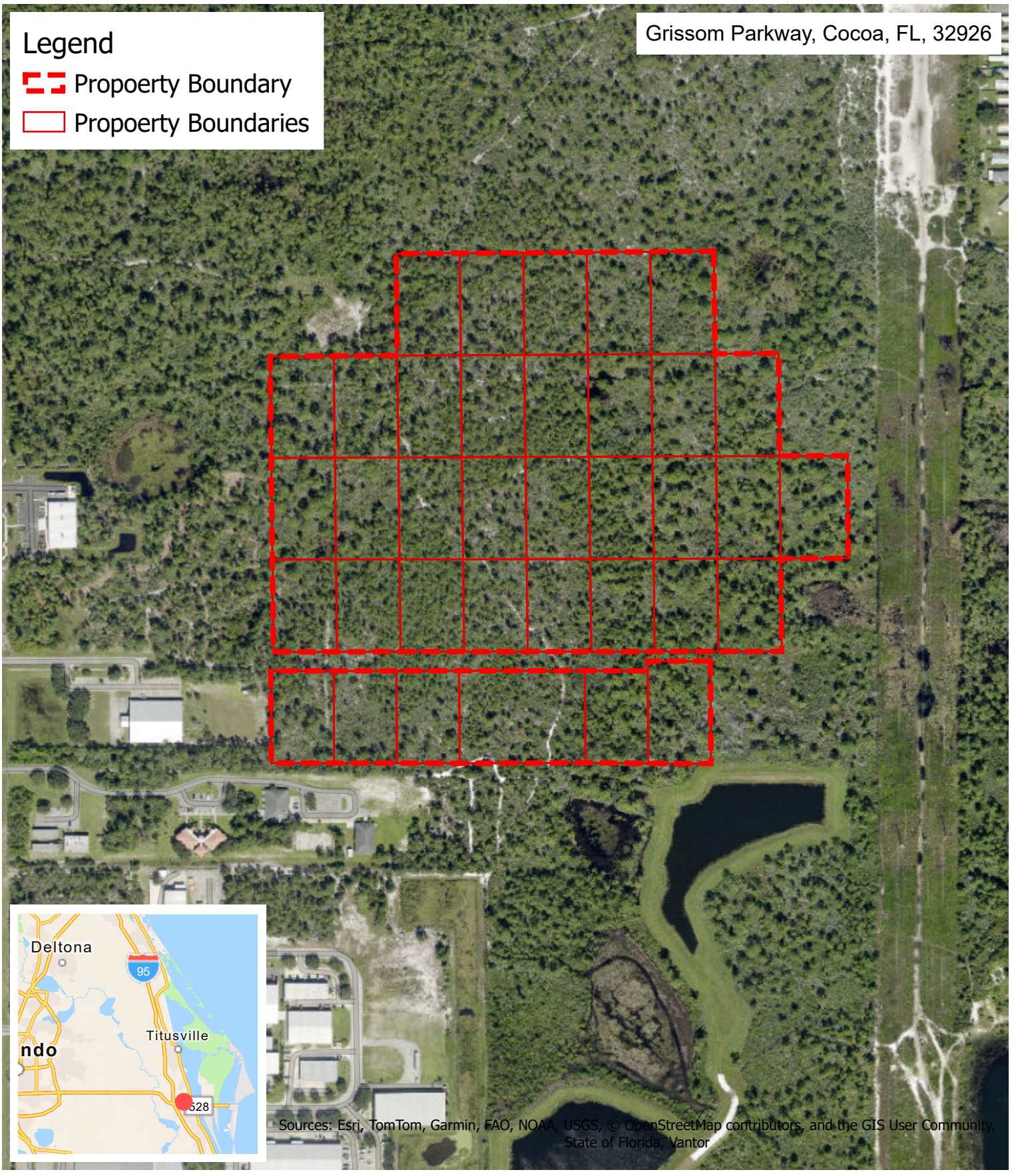
Signature of Notary Public

Stamp or Seal

Personally known: ☑

OR Produced Identification: ☐

Type of Identification Produced: _____



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

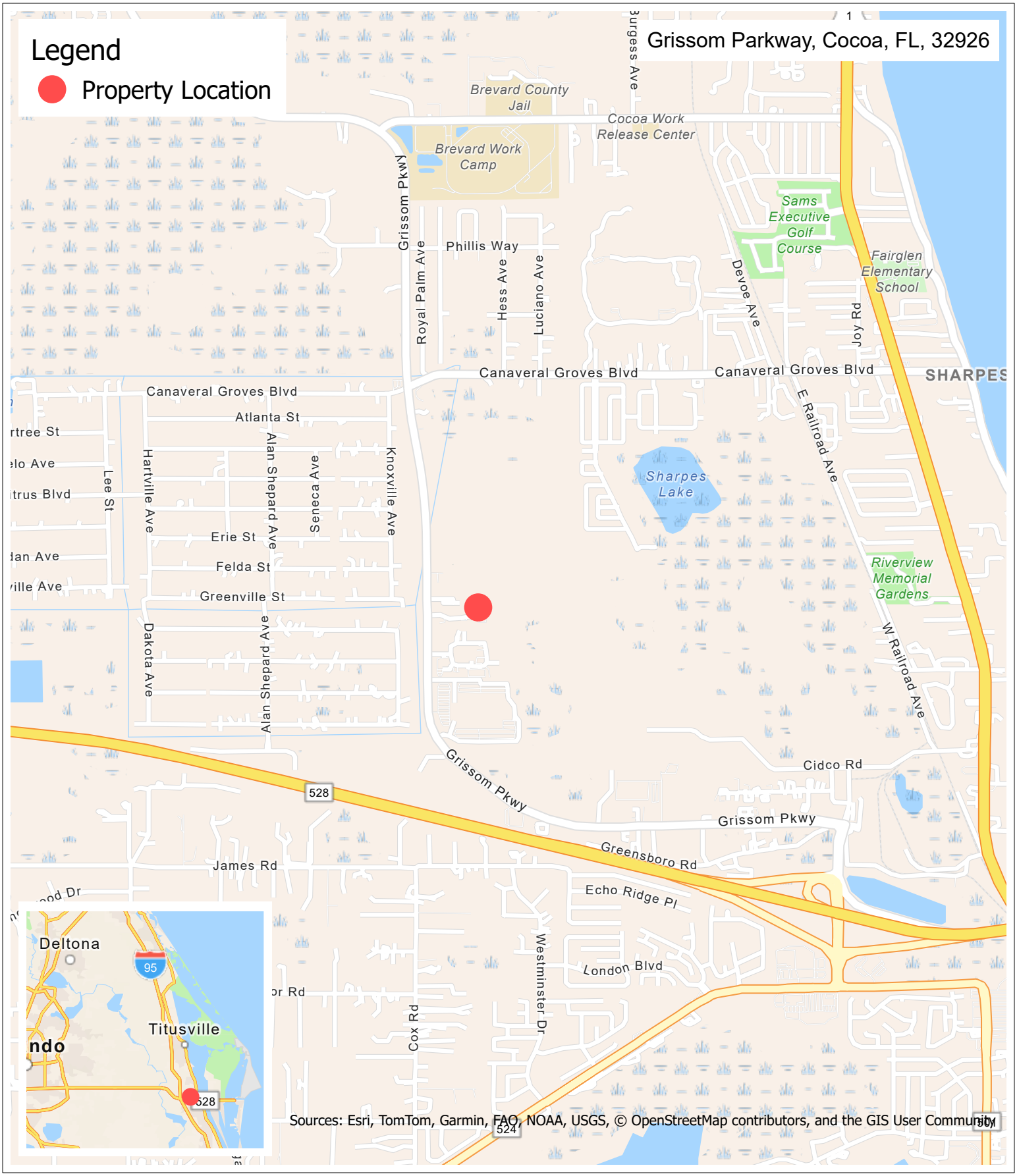
Brevard County, Florida

2024 Aerial Map

FIGURE - A2 | Mar 26, 2026

N
W E
S

400
Feet



KPMFranklin
6300 Hazeltine National Drive, Suite 118
Orlando, Florida 32822
Office (407) 410-8624 | www.kpmfranklin.com

Grissom Pkwy Cocoa Site

Brevard County, Florida

Location Map

FIGURE - A1 | Sep 4, 2025

N
W
E
S

0.5
Miles

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

NOT VALID WITHOUT ALL SHEETS

LEGAL DESCRIPTION:

CHICAGO TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NUMBER: 27908
COMMITMENT DATE: OCTOBER 22, 2025 @ 11:00 AM

PARCEL 1:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.

ALSO KNOWN AS TRACT 3, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 2:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. ALSO KNOWN AS TRACT 4, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 3:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 5, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 4:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 6, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 5:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 7, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

*PARCEL 6:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 18, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 7:
THE EAST 175 FEET OF THE WEST 1080 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 19, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 8:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 LESS THE SOUTH 30 FEET THEREOF OF THE SW 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 20, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 9:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4 LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 21, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 10:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SW 1/4 LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 22, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 11:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 14 LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 23, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 12:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 24, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 13:
THE EAST 175 FEET OF THE WEST 2130 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 25, BLOCK 12, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 15:
THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET AND THE EAST 30 FEET FOR ROAD, AND LESS THE WEST 2130 FEET, THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 1, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 16:
THE EAST 175 FEET OF THE WEST 2130 FEET FOR THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 2, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 17:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 3, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 18:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 4, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 19:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 5, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 20:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 6, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 21:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 7, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 22:
THE EAST 175 FEET OF THE WEST 1080 OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 8, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 23:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 9, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 24:
THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 18, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 25:
THE EAST 175 FEET OF THE WEST 1080 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 19, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 26:
THE EAST 175 FEET OF THE WEST 1255 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 20, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 27:
THE EAST 175 FEET OF THE WEST 1430 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 21, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 28:
THE EAST 175 FEET OF THE WEST 1605 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 22, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 29:
THE EAST 175 FEET OF THE WEST 1780 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 23, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 30:
THE EAST 175 FEET OF THE WEST 1955 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 24, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 31:
THE EAST 175 FEET OF THE WEST 2130 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE SOUTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
ALSO KNOWN AS TRACT 25, BLOCK 13, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 32:
THE EAST 173 FEET OF THE WEST 1933 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.

ALSO KNOWN AS TRACT 3, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 33:
THE EAST 173 FEET OF THE WEST 1760 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET AND LESS THE SOUTH 50 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130.
ALSO KNOWN AS TRACT 4, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 34:
THE EAST 173 FEET OF THE WEST 1587 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 5, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

AND

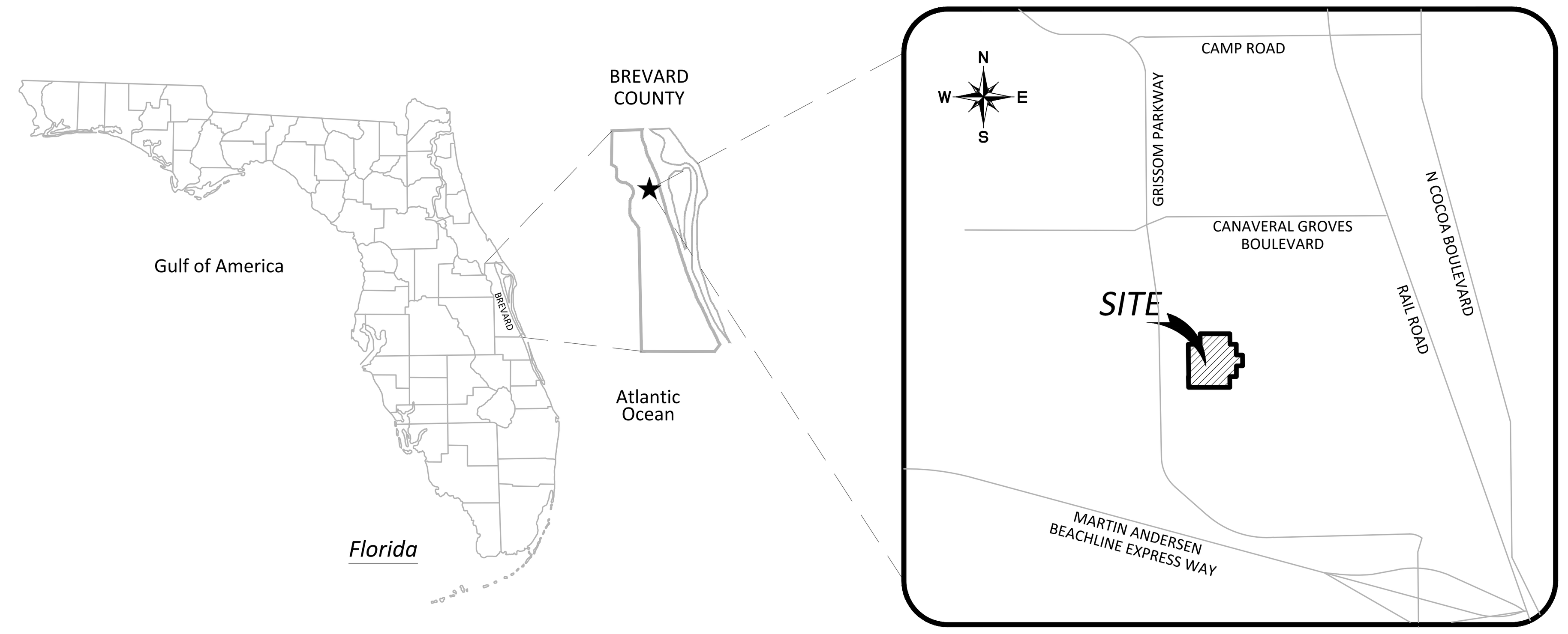
THE EAST 173 FEET OF THE WEST 1414 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 6, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 35:
THE EAST 173 FEET OF THE WEST 1241 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 7, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 36:
THE EAST 173 FEET OF THE WEST 1068 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 8, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

PARCEL 37:
THE EAST 173 FEET OF THE WEST 895 FEET OF THE EAST 7/8 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SW 1/4, LESS THE NORTH 30 FEET THEREOF OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, TOGETHER WITH 1/2 OF ADJACENT ROADS PER O.R. BOOK 1646, PAGE 130. SUBJECT TO AN EASEMENT OVER THE SOUTH 50 FEET THEREOF TO THE PUBLIC FOR USE AS A PUBLIC DRAINAGE CANAL IN PERPETUITY.
ALSO KNOWN AS TRACT 9, BLOCK 14, OF CANAVERAL GROVES, UNRECORDED SUBDIVISION, ACCORDING TO SURVEY BOOK 2, PAGE 58.

*APPARENT SCRIVENER'S ERROR FOUND FOR PARCEL 6. ORB 9732, PAGE 2204 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FL READS AS FOLLOWS: "THE EAST 175 FEET OF THE WEST 905 FEET OF THE EAST 7/8 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, LESS ..."



VICINITY MAP

LEGAL DESCRIPTION:

(SURVEYOR'S DESCRIPTION)

A PORTION OF A PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0°22'47" WEST, 633.18 FEET, TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID EAST LINE NORTH 89°55'46"WEST, 182.35 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47"EAST, 286.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 89°57'51"WEST, 1,400.29 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 919.94 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89°55'46" EAST, 349.79 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 874.48 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°43'30" EAST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET; TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 00°22'47" EAST, 316.19 FEET, TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET TO A POINT SITUATE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 MARKED BY A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, ALONG SAID EAST LINE, SOUTH 0°22'47" EAST, 316.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,618,336 SQUARE FEET, 37.15 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 1, NORTH 89°57'51" WEST, 377.32 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID SOUTH LINE NORTH 89°57'51" WEST, 1,211.10 FEET TO A 5/8" IRON ROD AND CAP "LB 6544";THENCE, DEPARTING SAID SOUTH LINE NORTH 0°47'28" WEST, 286.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLINEFELDT RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 3589, PAGE 3866 MARKED WITH A 5/8"IRON ROD & CAP STAMPED "LB6544";THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 88°09'55" EAST, 8.33 FEET; THENCE, SOUTH 89°57'51" EAST, 1,031.82 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 0°22'47" WEST, 30.00 FEET TO A TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°57'51" EAST, 173.01 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47" EAST, 317.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605" ALSO BEING THE P**OINT OF BEGINNING.**

CONTAINING 353,239 SQUARE FEET, 8.11 ACRES, MORE OR LESS.

ALTA/NSPS TABLE A ITEMS:

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(SHOWN ON MAP OF SURVEY)**
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(SHOWN ON MAP OF SURVEY)**
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **(SEE SURVEYOR'S REPORT NUMBER 12)**
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(AS SHOWN HEREON)**
6. (a) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
(b) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
7. (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDING ON SUBJECT PARCELS AT TIME OF SURVEY)**
(b) SQUARE FOOTAGE OF:
(1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDING ON SUBJECT PARCELS AT TIME OF SURVEY)**
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(NONE FOUND AT TIME OF SURVEY)**
9. NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS, AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NONE FOUND AT TIME OF SURVEY)**
11. EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.IV.) AS DETERMINED BY:
(a) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION) **(NO SUCH REPORT PROVIDED TO THIS SURVEYOR)**
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(SHOWN ON MAP OF SURVEY)**
16. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (**NONE FOUND AT TIME OF SURVEY)**
18. PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR. **(SHOWN ON MAP OF SURVEY)**

SCHEDULE B-II ITEMS:

CHICAGO TITLE INSURANCE COMPANY
ISSUING OFFICE FILE NUMBER: 27908
COMMITMENT DATE: OCTOBER 22, 2025 @ 11:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM. **(NONE KNOWN BY THIS SURVEYOR)**
2. TAXES AND ASSESSMENTS FOR THE YEAR 2026 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(NONE KNOWN BY THIS SURVEYOR)**

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NONE KNOWN BY THIS SURVEYOR)**

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. **(NONE KNOWN BY THIS SURVEYOR)**
6. CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE SURVEY OF CANAVERAL GROVES SUBDIVISION, SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. **(AFFECTS, SHOWN ON MAP OF SURVEY)**
7. RIGHTS AND CONDITIONS OF INGRESS AND EGRESS BY MEANS OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1646, PAGE 130 (ALL PARCELS. **(AFFECTS, SHOWN ON MAP OF SURVEY)**
8. SUBJECT TO DRAINAGE AND CANAL EASEMENT CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1733, PAGE 1012 (ALL PARCELS). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
9. AFFIDAVIT REGARDING UNRECORDED MAP RECORDED IN OFFICIAL RECORDS BOOK 1899, PAGE 449 (ALL PARCELS). **(AFFECTS, NOTHING GRAPHICAL TO DEPICT)**
10. SUBJECT TO RIGHTS OF OTHERS TO USE THE EASEMENTS AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1611, PAGE 905; OFFICIAL RECORDS BOOK 3055, PAGE 4394; OFFICIAL RECORDS BOOK 3071, PAGE 2638; OFFICIAL RECORDS BOOK 4828, PAGE 588 AND OFFICIAL RECORDS BOOK 6745, PAGE 2175 (PARCEL17). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
11. SUBJECT TO RIGHTS OF OTHERS TO USE EASEMENTS AS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1611, PAGE 897, 898, 900 AND 901; OFFICIAL RECORDS BOOK 5414, PAGE 808, 809, 810 AND 811 AND OFFICIAL RECORDS BOOK 5608,PAGE 2318, 2320, 2322 AND 2324 (PARCELS 3, 4, 9, 10). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
12. QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6283, PAGE 2120 (AS TO PARCELS 24 AND 36). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
13. FINAL JUDGMENT QUIETING TITLE RECORDED IN OFFICIAL RECORDS BOOK 6205, PAGE 1778 AND OFFICIAL RECORDS BOOK 6207, PAGE 2537 (AS TO PARCELS 26, 27, 33 37). **(AFFECTS, SHOWN ON MAP OF SURVEY)**
14. RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS. **(NOT A SURVEY MATTER**
15. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS OR LITTORAL RIGHTS IS NOT INSURED. **(NOT A SURVEY MATTER)**

SYMBOLS LEGEND:

- BENCHMARK
- SCHEDULE B-II EXCEPTION
- FIRE HYDRANT
- WATER VALVE
- CATCH BASIN
- MITERED END SECTION

HATCH LEGEND:

- ASPHALT SURFACE
- CONCRETE SURFACE
- EASEMENT AREAS

THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

SURVEYOR'S REPORT:

1. PLAT BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO CANAVERAL GROVES SUBDIVISION SURVEY BOOK 2 PAGE 58, FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
2. FIELD BEARINGS AND DISTANCES ARE BASED ON STATE PLANE GRID. THE BEARING BASE IS ALONG THE MONUMENTED WEST LINE OF SUBJECT PROPERTY. (BEARING BASE: N0°43'30"W)
3. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY AN ALTA/NSPS LAND TITLE SURVEY. THE REQUIREMENTS FOR AN ALTA/NSPS LAND TITLE SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2021).
4. THE ACCURACY STANDARD USED FOR HORIZONTAL CONTROL FOR THIS SURVEY EXCEEDS A MINIMUM RELATIVE DISTANCE OF 1 FOOT IN 10,000 FEET. ("STANDARDS OF PRACTICE (5J-17.051 FAC)" PURSUANT TO SECTION 472.027, FLORIDA STATUTES).
5. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A TOPCON HIPER VR GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   5.1. THE REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON NOVEMBER , 2025.
   5.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   5.3. HORIZONTAL DATA IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
   5.4. HORIZONTAL CONTROL IS BASED ON FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD POINT , PID=69522, (PUBLISHED COORDINATES: NORTHING=1,489585.03', EASTING=724,327.49'), FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ (U.S. SURVEY FOOT).
6. VERTICAL CONTROL IS BASED ON GPS LEVELING UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK.
   6.1. VERTICAL DATA IS BASED ON NAVD (NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT).
   6.2. VERTICAL DATA IS BASED ON NGS POINT DESIGNATED AS I95 73 A82 PID=AK2106 ELEV=23.95'(NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT)
   6.3. TWO TEMPORARY BENCH MARKS WERE SET ON THE SITE. SEE THE MAP OF SURVEY.
7. THE ACCURACY STANDARD USED FOR THE VERTICAL CONTROL FOR THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENT CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC). THE MAXIMUM ERROR OF ACCURACY ALLOWED FOR THIS TYPE OF SURVEY IS 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES (0.05*√1). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION EXCEEDS THIS REQUIREMENT.
8. DISTANCES THAT WERE MEASURED WITH E.D.M. EQUIPMENT HAVE BEEN ADJUSTED FOR TEMPERATURE.
9. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
10. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
11. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
12. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
13. THIS PROPERTY LIES WITHIN ZONES X AND A OF THE CURRENT FEMA FLOOD RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS MAP NUMBER 12009C320H WITH AN EFFECTIVE DATE OF JANUARY 29, 2021.
14. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
15. THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES NOR ENDANGERED SPECIES HABITAT.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE STRICTLY PROHIBITED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
17. MEASUREMENT SHOWN HEREON ARE IN U.S. SURVEY FOOT AND DECIMALS THEREOF.

ABBREVIATIONS LEGEND:

ADJ	ADJUSTED
ALTA	AMERICAN LAND TITLE ASSOCIATION
(C)	CALCULATED DATA
COA	CERTIFICATE OF AUTHORIZATION
CONC	CONCRETE
CLK	CHAINLINK
(D)	DEED DATA
E.D.M.	ELECTRONIC DISTANCE MEASUREMENT
EL/ELEV	ELEVATION
FAC	FLORIDA ADMINISTRATIVE CODE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
G.P.R.	GROUND PENETRATING RADAR
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
ILL	ILLEGIBLE
INV	INVERT
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(M)	MEASURED DATA
MES	MITERED END SECTION
NAD	NORTH AMERICAN DATUM
NO.	NUMBER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT DATA
(P-C)	PLAT CALCULATED
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RTK	REAL TIME KINEMATICS
R/W	RIGHT-OF-WAY
SEC	SECTION
S.U.E.	SUBSURFACE UTILITY ENGINEERING
(TYP)	TYPICAL
U.S.	UNITED STATES

PROJECT INFORMATION:

FIELD DATE: 11/03/25
PARTY CHIEF: RF
DRAWN BY: AR
CHECKED BY: MWH
APPROVED BY: MWH
JOB NUMBER: 25-0290.001
DRAWING: 25-0290.001 Grissom Parkway_REV7.dwg
DRAWING DATE: 11/25/25
FIELD BOOK:

SURVEYOR'S CERTIFICATE:

TO: PARK INDUSTRIAL LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 11(a), 13, 16, AND 18.

THE FIELD WORK WAS COMPLETED ON 11/18/2025 (FIELD SURVEY DATE)

DATE OF MAP: 11/25/2025

MITCHEL W. HILL · License Number 7374 · STATE OF FLORIDA · Professional Surveyor and Mapper

Digitally signed by Mitchel W Hill
DN: CN=Mitchel W Hill, dnQualifier=A01410C0000018C6A1F8FF7001029AD, O=Florida, C=US
Date: 2026.02.10 14:41:42-05'00'

MITCHEL W. HILL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER LS7374

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. PDF FORMAT COPIES DIGITALLY SIGNED BY THE LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER USING A THIRD PARTY DIGITAL SIGNATURE SERVICE ARE ACCEPTABLE. PAPER COPIES WITHOUT ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE:	DESCRIPTION
10		
9		
8		
7	2-9-26	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
6	2-6-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
5	2-4-26	REVISED INTERIOR PARCEL DISPLAY
4	1-27-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
3	1-22-26	UPDATED LEGAL DESCRIPTION
2	1-21-26	ADDED TREE SAMPLE AREAS
1	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

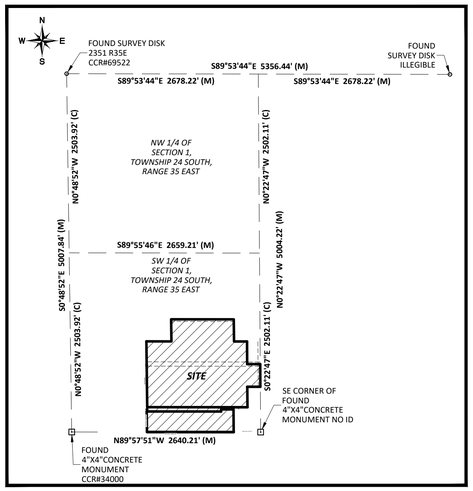
DATE:	11-20-2025
JOB NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	1 OF 4
REV:	7

S:\GEOSPATIAL & LAND SURVEYING\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG – 2/10/2026 2:40 PM

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

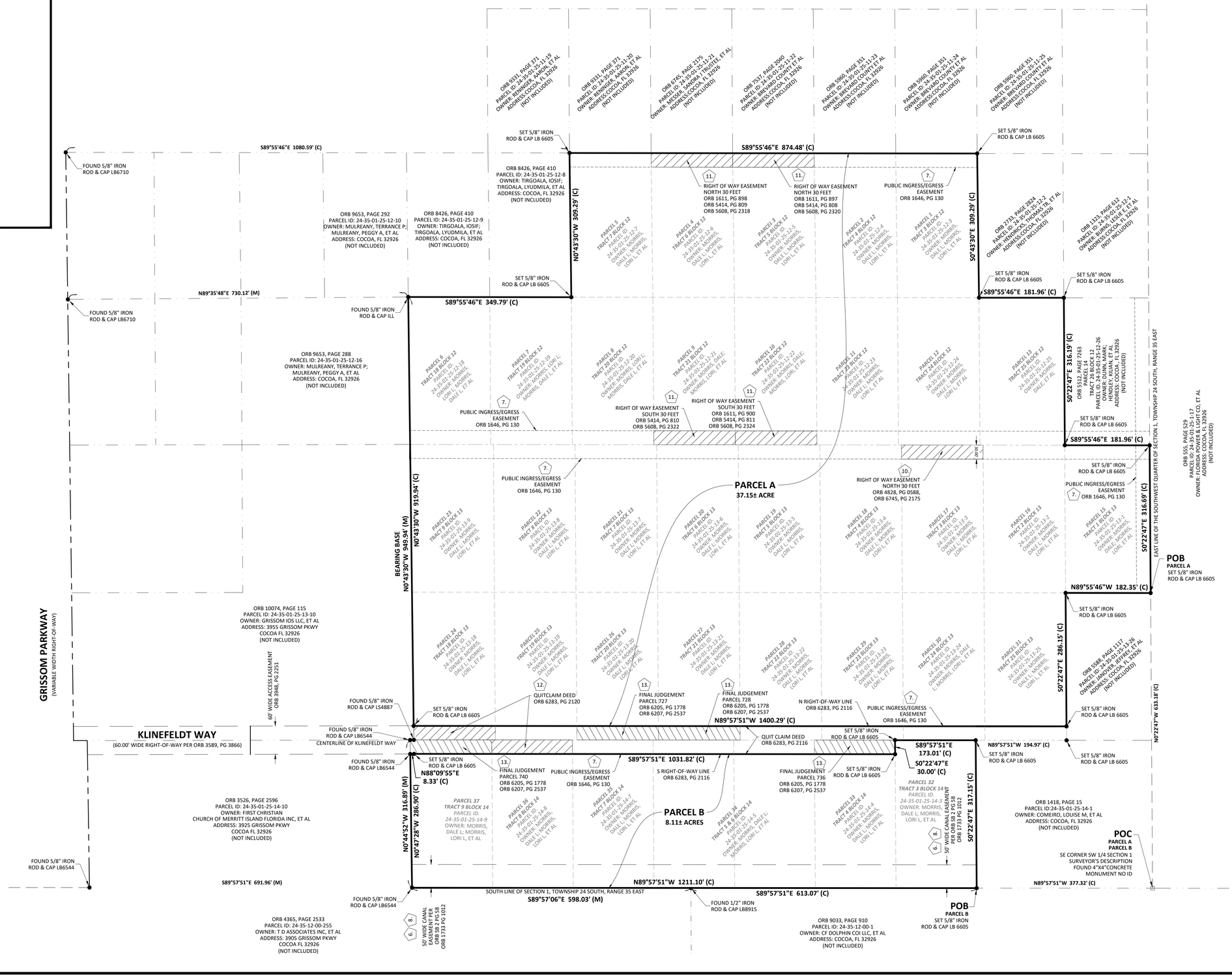
OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA
NOT VALID WITHOUT ALL SHEETS



SECTION REFERENCE MAP

SCALE 1"=1000'



THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

S:\GEOSPATIAL & LAND SURVEYING\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG – 2/10/2026 2:41 PM

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE:	
10	DATE:	
9	DATE:	
8	DATE:	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
7	DATE: 2-9-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
6	DATE: 2-6-26	REVISED INTERIOR PARCEL DISPLAY
5	DATE: 2-4-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
4	DATE: 1-27-26	UPDATED LEGAL DESCRIPTION
3	DATE: 1-22-26	ADDED TREE SAMPLE AREAS
2	DATE: 1-21-26	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA
1	DATE: 12-15-25	

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION

0 1/2 1

IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO: NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	2 OF 4
REV:	7

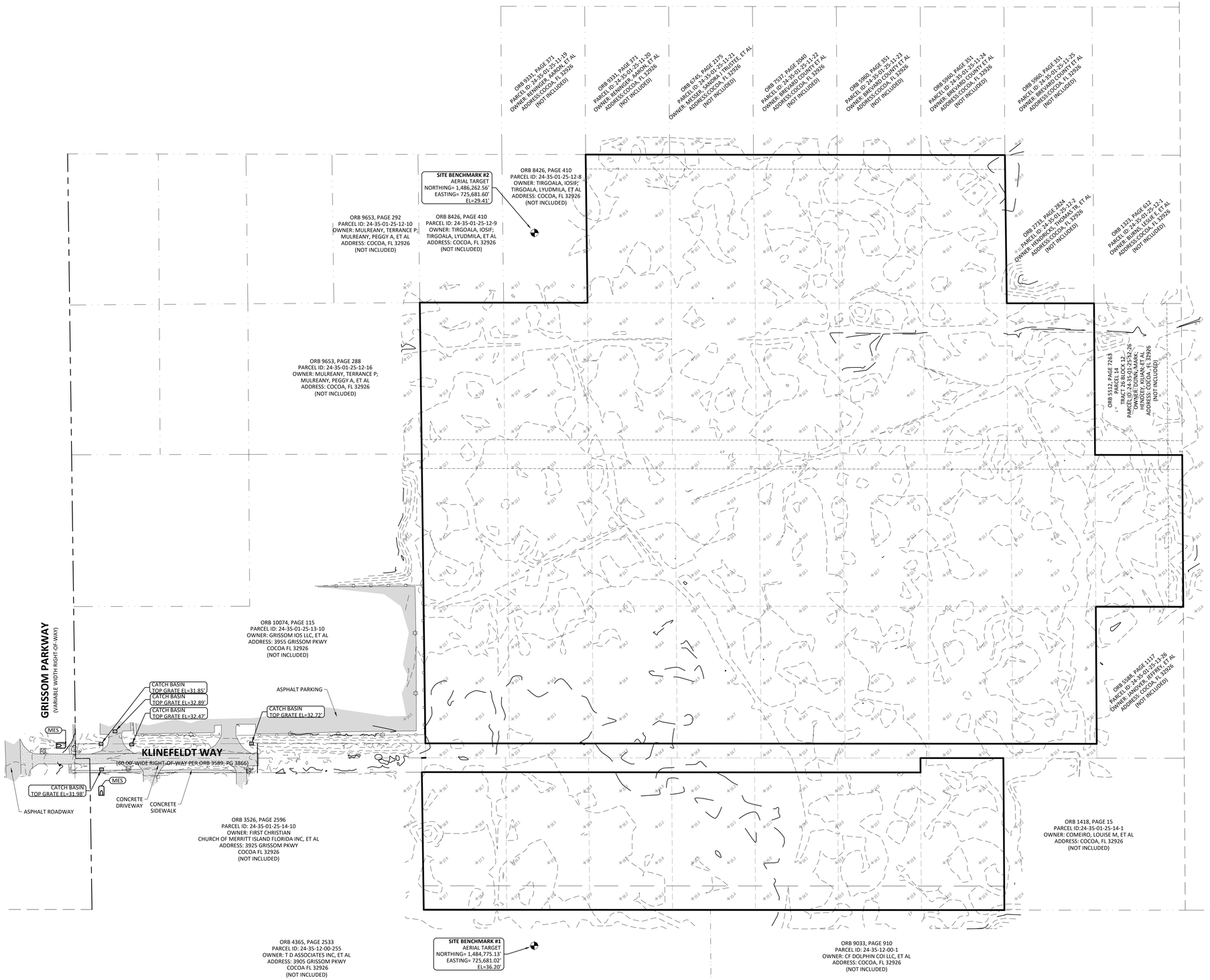
MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA
NOT VALID WITHOUT ALL SHEETS

N
W E
S

0 100' 200'
GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET



THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.

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KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE:
8	
7	
6	
5	
4	
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2	
1	

REV NO.	DATE:	
10		
9		
8	2-9-26	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
7	2-6-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
6	2-4-26	REVISED INTERIOR PARCEL DISPLAY
5	1-27-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
4	1-22-26	UPDATED LEGAL DESCRIPTION
3	1-21-26	ADDED TREE SAMPLE AREAS
2	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA
1		

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO: NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	3 OF 4
REV:	7

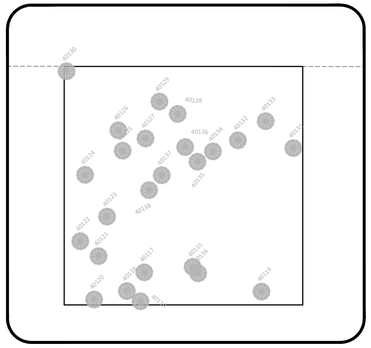
S:\GEOSPATIAL & LAND SURVEYING\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG — 2/10/2026 2:41 PM

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA

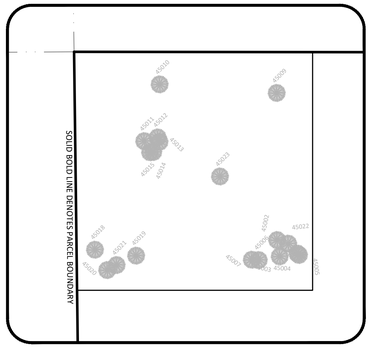
NOT VALID WITHOUT ALL SHEETS



TREE SAMPLE AREA 1

1 INCH = 30 FEET

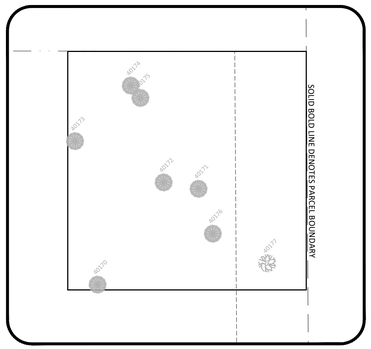
TREE SAMPLE AREA 1		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40114	PINE TREE	6
40115	PINE TREE	7
40116	PINE TREE	6
40117	PINE TREE	7
40118	PINE TREE	6
40119	PINE TREE	6
40120	PINE TREE	6
40121	PINE TREE	6
40122	PINE TREE	6
40123	PINE TREE	7
40124	PINE TREE	6
40125	PINE TREE	7
40126	PINE TREE	6
40127	PINE TREE	12
40128	PINE TREE	12
40129	PINE TREE	6
40130	PINE TREE	6
40131	PINE TREE	6
40132	PINE TREE	7
40133	PINE TREE	8
40134	PINE TREE	6
40135	PINE TREE	6
40136	PINE TREE	6
40137	PINE TREE	6
40138	PINE TREE	6



TREE SAMPLE AREA 2

1 INCH = 30 FEET

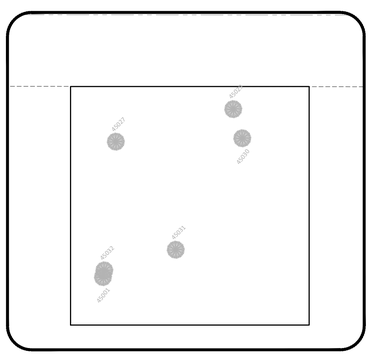
TREE SAMPLE AREA 2		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45002	PINE TREE	6
45003	PINE TREE	8
45004	PINE TREE	10
45005	PINE TREE	6
45006	PINE TREE	10
45007	PINE TREE	10
45009	PINE TREE	8
45010	PINE TREE	10
45011	PINE TREE	12
45012	PINE TREE	8
45013	PINE TREE	6
45014	PINE TREE	10
45015	PINE TREE	8
45018	PINE TREE	8
45019	PINE TREE	6
45020	PINE TREE	6
45021	PINE TREE	6
45022	PINE TREE	6
45023	PINE TREE	8



TREE SAMPLE AREA 3

1 INCH = 30 FEET

TREE SAMPLE AREA 3		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40170	PINE TREE	14
40171	PINE TREE	12
40172	PINE TREE	7
40173	PINE TREE	12
40174	PINE TREE	12
40175	PINE TREE	12
40176	PINE TREE	6
40177	OAK TREE	6

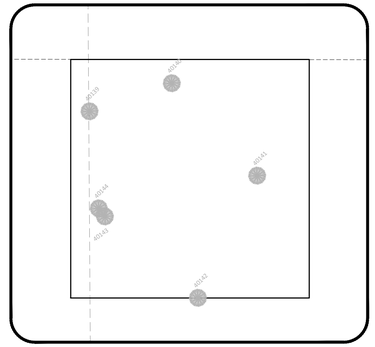


TREE SAMPLE AREA 4

1 INCH = 30 FEET

TREE SAMPLE AREA 4		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45001	PINE TREE	8
45027	PINE TREE	6
45029	PINE TREE	14
45030	PINE TREE	12
45031	PINE TREE	6
45032	PINE TREE	8

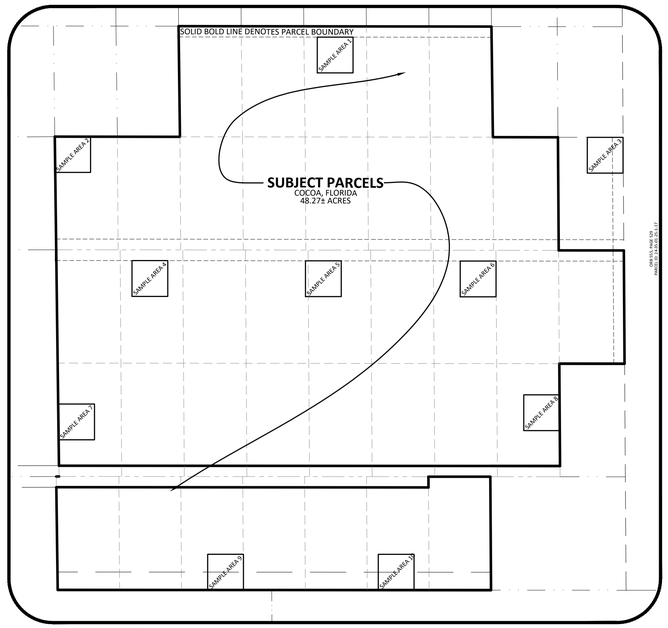
THIS SHEET IS PART OF A 4-SHEET SET AND IS NOT VALID WITHOUT ALL OTHER SHEETS OF THIS SET.



TREE SAMPLE AREA 5

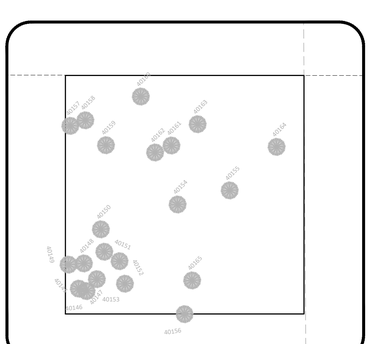
1 INCH = 30 FEET

TREE SAMPLE AREA 5		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40139	PINE TREE	6
40140	PINE TREE	8
40141	PINE TREE	8
40142	PINE TREE	7
40143	PINE TREE	8
40144	PINE TREE	6



SAMPLE AREA KEY MAP

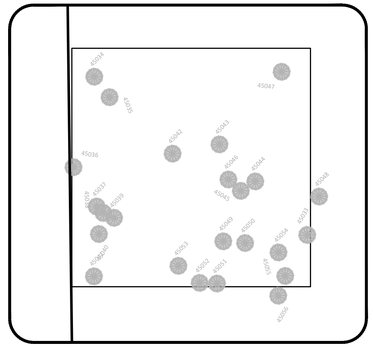
NOT TO SCALE



TREE SAMPLE AREA 6

1 INCH = 30 FEET

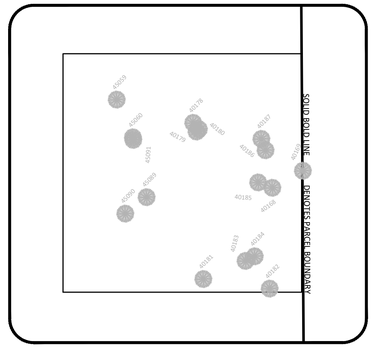
TREE SAMPLE AREA 6		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40145	PINE TREE	12
40146	PINE TREE	8
40147	PINE TREE	14
40148	PINE TREE	8
40149	PINE TREE	7
40150	PINE TREE	6
40151	PINE TREE	8
40152	PINE TREE	8
40153	PINE TREE	10
40154	PINE TREE	7
40155	PINE TREE	12
40156	PINE TREE	16
40157	PINE TREE	12
40158	PINE TREE	12
40159	PINE TREE	6
40160	PINE TREE	6
40161	PINE TREE	10
40162	PINE TREE	8
40163	PINE TREE	12
40164	PINE TREE	8
40165	PINE TREE	6



TREE SAMPLE AREA 7

1 INCH = 30 FEET

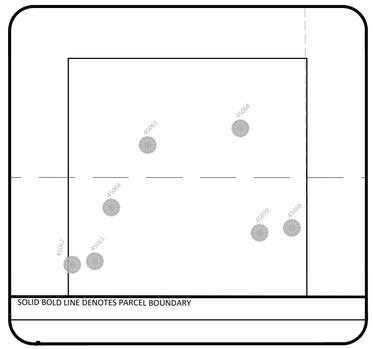
TREE SAMPLE AREA 7		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45033	PINE TREE	10
45034	PINE TREE	6
45035	PINE TREE	6
45036	PINE TREE	10
45037	PINE TREE	12
45038	PINE TREE	8
45039	PINE TREE	6
45040	PINE TREE	10
45041	PINE TREE	12
45042	PINE TREE	10
45043	PINE TREE	10
45044	PINE TREE	12
45045	PINE TREE	6
45046	PINE TREE	8
45047	PINE TREE	8
45048	PINE TREE	12
45049	PINE TREE	6
45050	PINE TREE	10
45051	PINE TREE	10
45052	PINE TREE	10
45053	PINE TREE	10
45054	PINE TREE	8
45055	PINE TREE	10
45056	PINE TREE	8



TREE SAMPLE AREA 8

1 INCH = 30 FEET

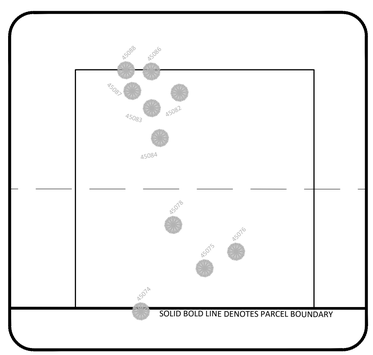
TREE SAMPLE AREA 8		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
40168	PINE TREE	12
40169	PINE TREE	12
40178	PINE TREE	12
40179	PINE TREE	8
40180	PINE TREE	6
40181	PINE TREE	12
40182	PINE TREE	8
40183	PINE TREE	12
40184	PINE TREE	24
40185	PINE TREE	12
40186	PINE TREE	12
40187	PINE TREE	14
45059	PINE TREE	12
45060	PINE TREE	8
45089	PINE TREE	10
45090	PINE TREE	24
45091	PINE TREE	12



TREE SAMPLE AREA 9

1 INCH = 30 FEET

TREE SAMPLE AREA 9		
POINT NUMBER	TREE TYPE	TREE SIZE(IN)
45061	PINE TREE	8
45062	PINE TREE	5
45064	PINE TREE	9
45065	PINE TREE	8
45068	PINE TREE	12
45069	PINE TREE	7
45070	PINE TREE	5



TREE SAMPLE AREA 10

1 INCH = 30 FEET

TREE SAMPLE AREA 10		
POINT NUMBER	TREE TYPE	TREE SIZE
45074	PINE TREE	15
45075	PINE TREE	15
45076	PINE TREE DOUBLE	13 & 9
45078	PINE TREE	14
45082	PINE TREE	7
45083	PINE TREE	8
45084	PINE TREE	6
45086	PINE TREE	7
45087	PINE TREE	6
45088	PINE TREE	6

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222 CHURCH STREET
KISSIMMEE, FL 32741
PHONE (407)846-1216
COA 32059 LB 6605

REV NO.	DATE	
8	DATE:	
7	DATE:	
6	DATE:	REVISED EASEMENT GRAPHICS BASED ON LEGAL REVIEW
5	DATE: 2-9-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
4	DATE: 2-6-26	REVISED INTERIOR PARCEL DISPLAY
3	DATE: 2-4-26	UPDATED SUBJECT PROPERTY LINE AND LEGAL DESCRIPTION
2	DATE: 1-27-26	UPDATED LEGAL DESCRIPTION
1	DATE: 1-22-26	ADDED TREE SAMPLE AREAS
	12-15-25	BOUNDARY MODIFICATION, ADDED TOPOGRAPHIC DATA

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

GRISSOM PARKWAY, COCOA, FL

CAUTION

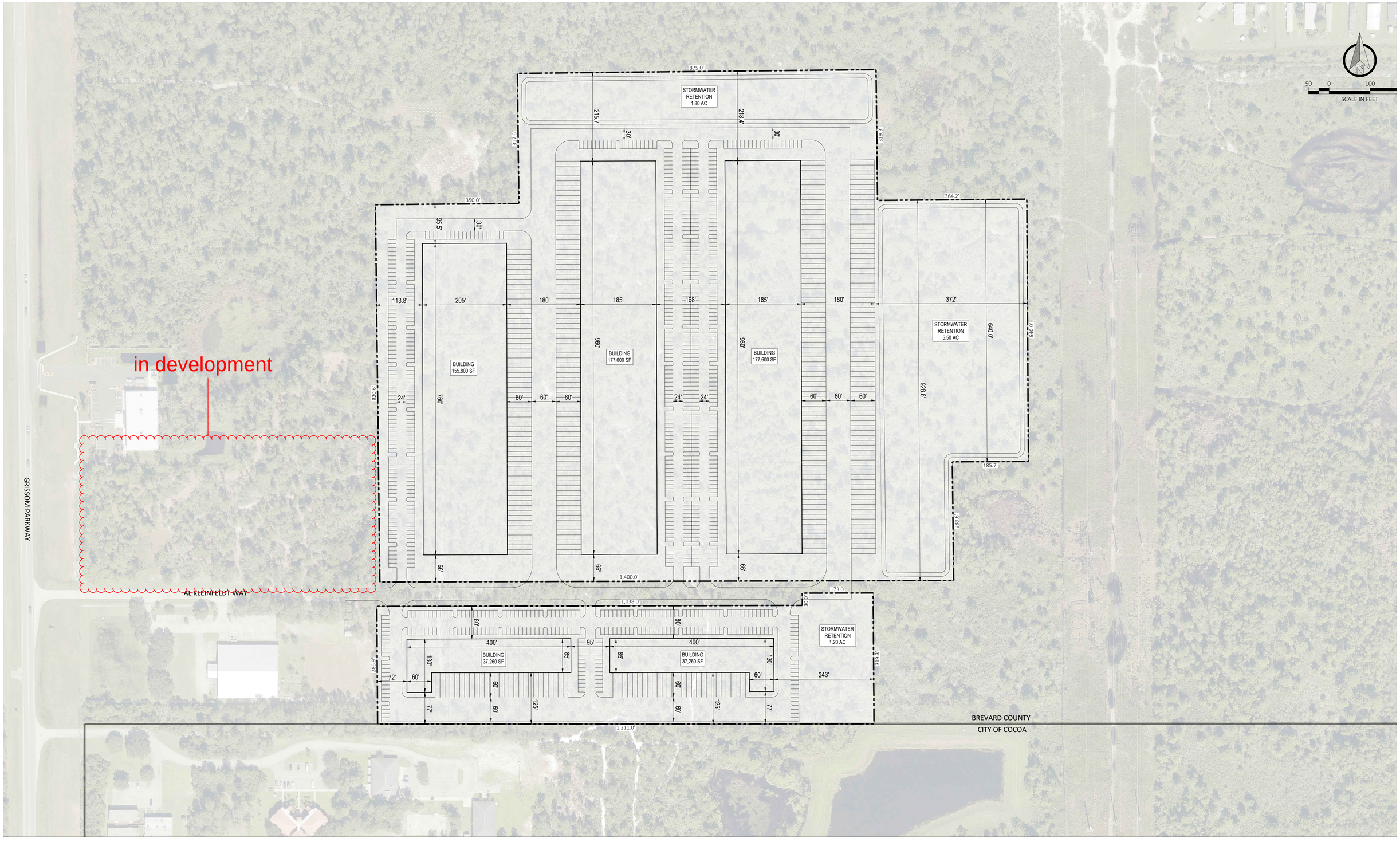
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IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	11-20-2025
JOB NO: NO:	25-0290.001
DESIGN:	
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	4 OF 4
REV:	7

S:\GEOSPATIAL & LAND SURVEY\NSV\25-0290.001 GRISSOM PARKWAY, COCOA, FL\DWG (SURVEY)\25-0290.001 GRISSOM PARKWAY_REV7.DWG – 2/10/2026 2:41 PM

Parcel Data Owner Corresponding Info				
OBJECTID	**Tax Account ID**	**Parcel IDs**	**Acres**	**Property Owner**
1	2400740	24-35-01-25-14-9	1.14	Morris, Dale: Morris, Lori
2	2400739	24-35-01-25-14-8	1.14	Morris, Dale: Morris, Lori
3	2400738	24-35-01-25-14-7	1.14	Morris, Dale: Morris, Lori
4	2400737	24-35-01-25-14-5	2.28	Morris, Dale: Morris, Lori
5	2400736	24-35-01-25-14-4	1.14	Morris, Dale: Morris, Lori
6	2400735	24-35-01-25-14-3	1.15	Morris, Dale: Morris, Lori
7	2400725	24-35-01-25-13-18	1.15	Morris, Dale: Morris, Lori
8	2400726	24-35-01-25-13-19	1.15	Morris, Dale: Morris, Lori
9	2400727	24-35-01-25-13-20	1.15	Morris, Dale: Morris, Lori
10	2400728	24-35-01-25-13-21	1.16	Morris, Dale: Morris, Lori
11	2400729	24-35-01-25-13-22	1.16	Morris, Dale: Morris, Lori
12	2400730	24-35-01-25-13-23	1.16	Morris, Dale: Morris, Lori
13	2400731	24-35-01-25-13-24	1.16	Morris, Dale: Morris, Lori
14	2400732	24-35-01-25-13-25	1.16	Morris, Dale: Morris, Lori
15	2400718	24-35-01-25-13-9	1.15	Morris, Dale: Morris, Lori
16	2400717	24-35-01-25-13-8	1.15	Morris, Dale: Morris, Lori
17	2400716	24-35-01-25-13-7	1.15	Morris, Dale: Morris, Lori
18	2400715	24-35-01-25-13-6	1.16	Morris, Dale: Morris, Lori
19	2400714	24-35-01-25-13-5	1.16	Morris, Dale: Morris, Lori
20	2400713	24-35-01-25-13-4	1.16	Morris, Dale: Morris, Lori
21	2400712	24-35-01-25-13-3	1.16	Morris, Dale: Morris, Lori
22	2400711	24-35-01-25-13-2	1.16	Morris, Dale: Morris, Lori
23	2400710	24-35-01-25-13-1	1.03	Morris, Dale: Morris, Lori
24	2400701	24-35-01-25-12-18	1.15	Morris, Dale: Morris, Lori
25	2400702	24-35-01-25-12-19	1.15	Morris, Dale: Morris, Lori
26	2400703	24-35-01-25-12-20	1.15	Morris, Dale: Morris, Lori
27	2400704	24-35-01-25-12-21	1.16	Morris, Dale: Morris, Lori
28	2400705	24-35-01-25-12-22	1.16	Morris, Dale: Morris, Lori
29	2400706	24-35-01-25-12-23	1.16	Morris, Dale: Morris, Lori
30	2400707	24-35-01-25-12-24	1.16	Morris, Dale: Morris, Lori
31	2400708	24-35-01-25-12-25	1.16	Morris, Dale: Morris, Lori
33	2400691	24-35-01-25-12-7	1.15	Morris, Dale: Morris, Lori
34	2400690	24-35-01-25-12-6	1.16	Morris, Dale: Morris, Lori
35	2400689	24-35-01-25-12-5	1.16	Morris, Dale: Morris, Lori
36	2400688	24-35-01-25-12-4	1.16	Morris, Dale: Morris, Lori
37	2400687	24-35-01-25-12-3	1.16	Morris, Dale: Morris, Lori



CONCEPTUAL SITE PLAN
CITY OF COCOA I BREVARD COUNTY I FLORIDA

GRISSOM PKWY

PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY

KPMFrankl ENGINEERS • PLANNERS • SURVEY


NO PARKING
FIRE LANE


STOP


641






2170







ORDINANCE 03-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY, TOTALING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, on _____, 2026, the City Council adopted Ordinance Number 01-2026, which annexed the subject property into the City of Cocoa; and

WHEREAS, the Planning and Zoning Board (Local Planning Agency) and City Staff of the City of Cocoa recommended approval of this Ordinance at their April 01, 2026, meeting; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the zoning map amendment set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a zoning map amendment incorporating the revisions stated herein into

the official Zoning Map of the City of Cocoa.

Section 3. Zoning Map Amendment. The official Zoning Map of the City of Cocoa is hereby amended to include a change of classification for the property legally described and depicted on **Exhibit "A"** from Brevard County "General Use" to City of Cocoa "M-2 (Manufacturing and Light Industrial)." **Exhibit "A"** is attached hereto and fully incorporated herein by this reference.

Section 4. Staff Instructions. City Staff is hereby directed to promptly amend the City's Official Zoning Map upon the effective date of this Ordinance. In addition, upon adoption and full execution of this Ordinance by the City Council, the City Clerk is hereby directed to record this Ordinance in the Official Records of Brevard County, Florida. This Ordinance shall run with the land.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 02-2026, as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 02-2026 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

Legal Ad:_____
First Reading:_____
Legal Ad:_____
Second Reading:_____
Effective Date:_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF SUBJECT PROPERTY

LEGAL DESCRIPTION:

(SURVEYOR'S DESCRIPTION)

A PORTION OF A PARCEL OF LAND SITUATE IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION 1; THENCE, ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0°22'47" WEST, 633.18 FEET, TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID EAST LINE NORTH 89°55'46"WEST, 182.35 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47"EAST, 286.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 89°57'51"WEST, 1,400.29 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 919.94 FEET TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89°55'46" EAST, 349.79 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, NORTH 0°43'30" WEST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 874.48 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°43'30" EAST, 309.29 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET; TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 00°22'47" EAST, 316.19 FEET, TO A 5/8"IRON ROD AND CAP "KPMF LB6605"; THENCE, SOUTH 89°55'46" EAST, 181.96 FEET TO A POINT SITUATE ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 MARKED BY A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, ALONG SAID EAST LINE, SOUTH 0°22'47" EAST, 316.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,618,336 SQUARE FEET, 37.15 ACRES, MORE OR LESS.

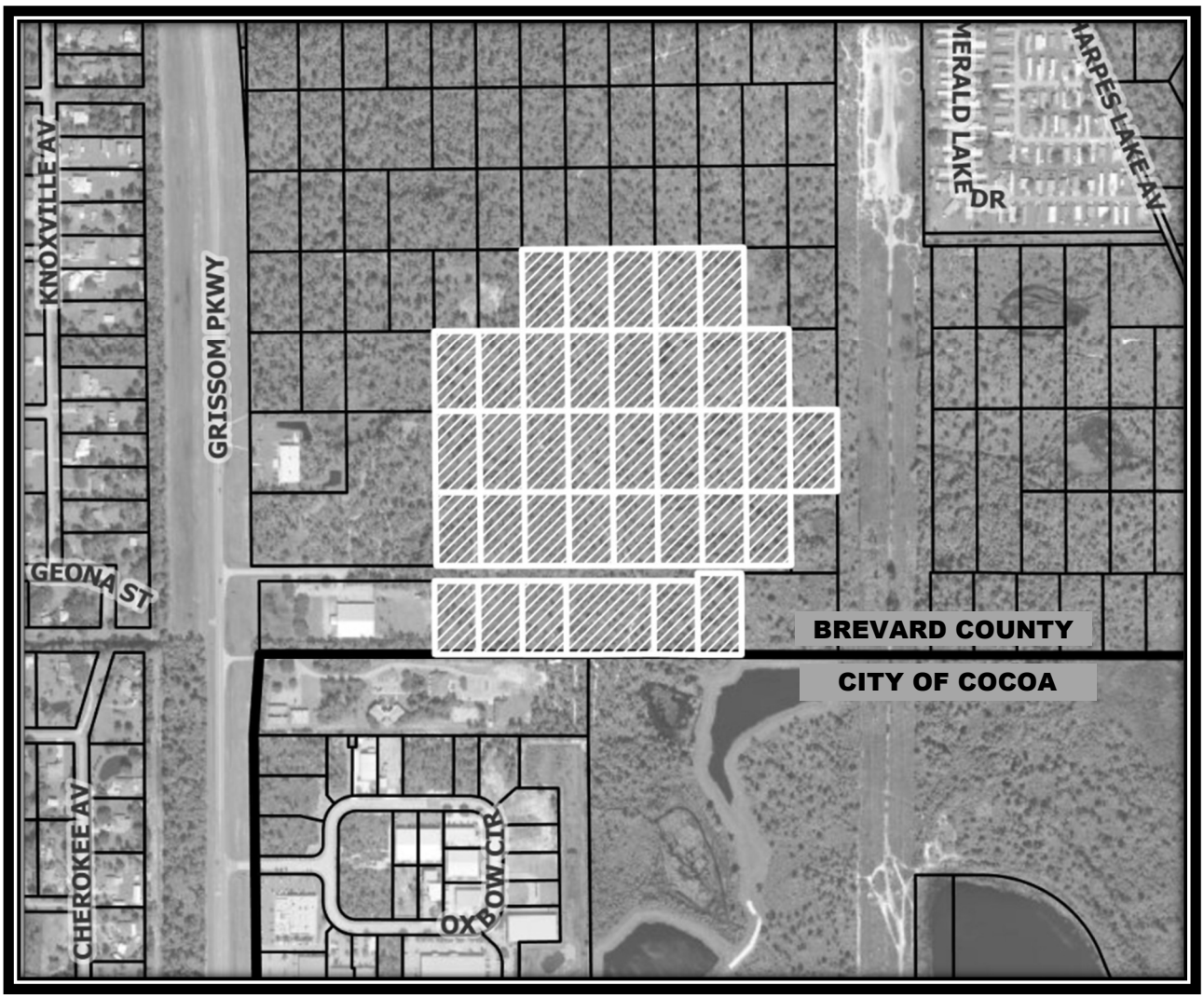
TOGETHER WITH:

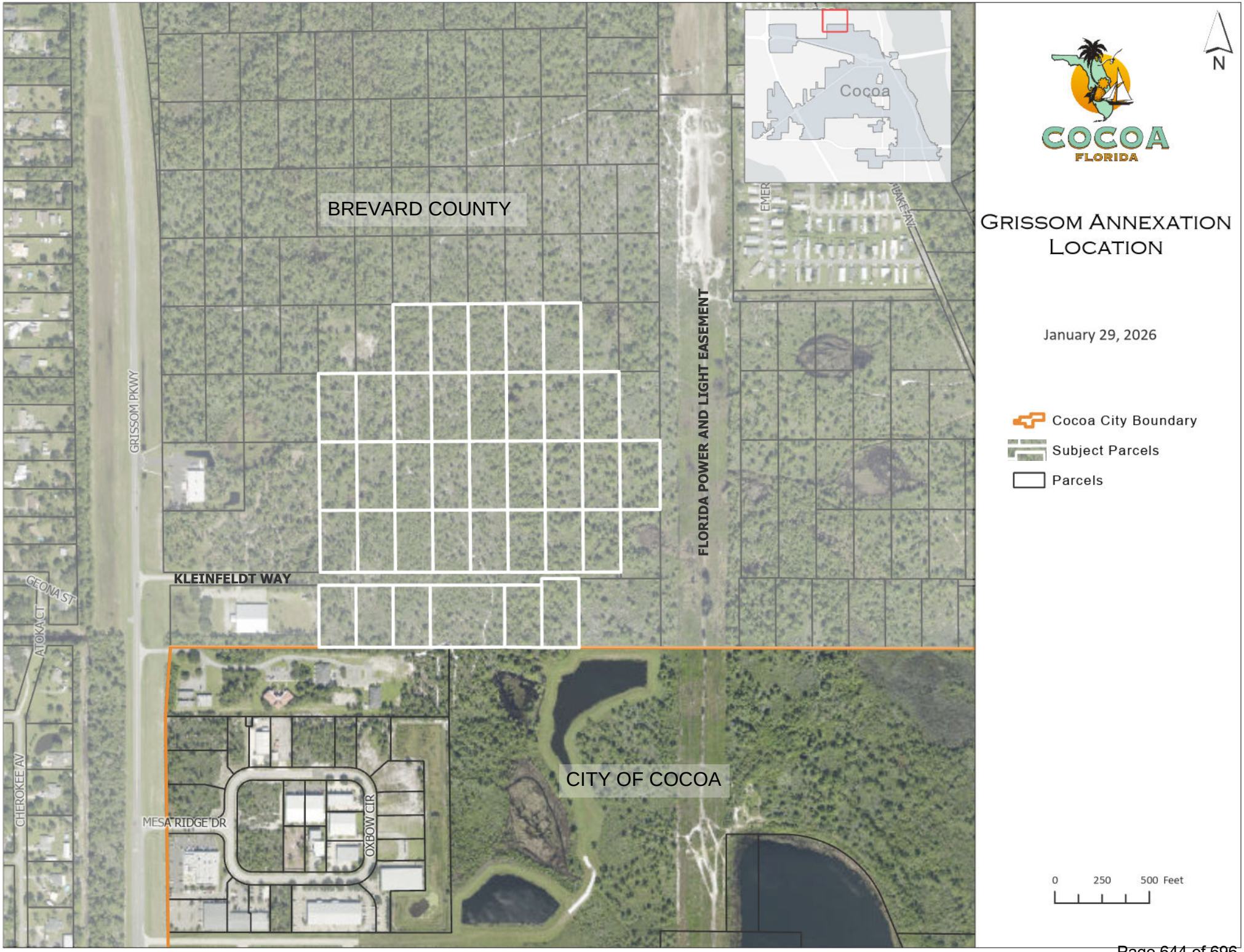
PARCEL B

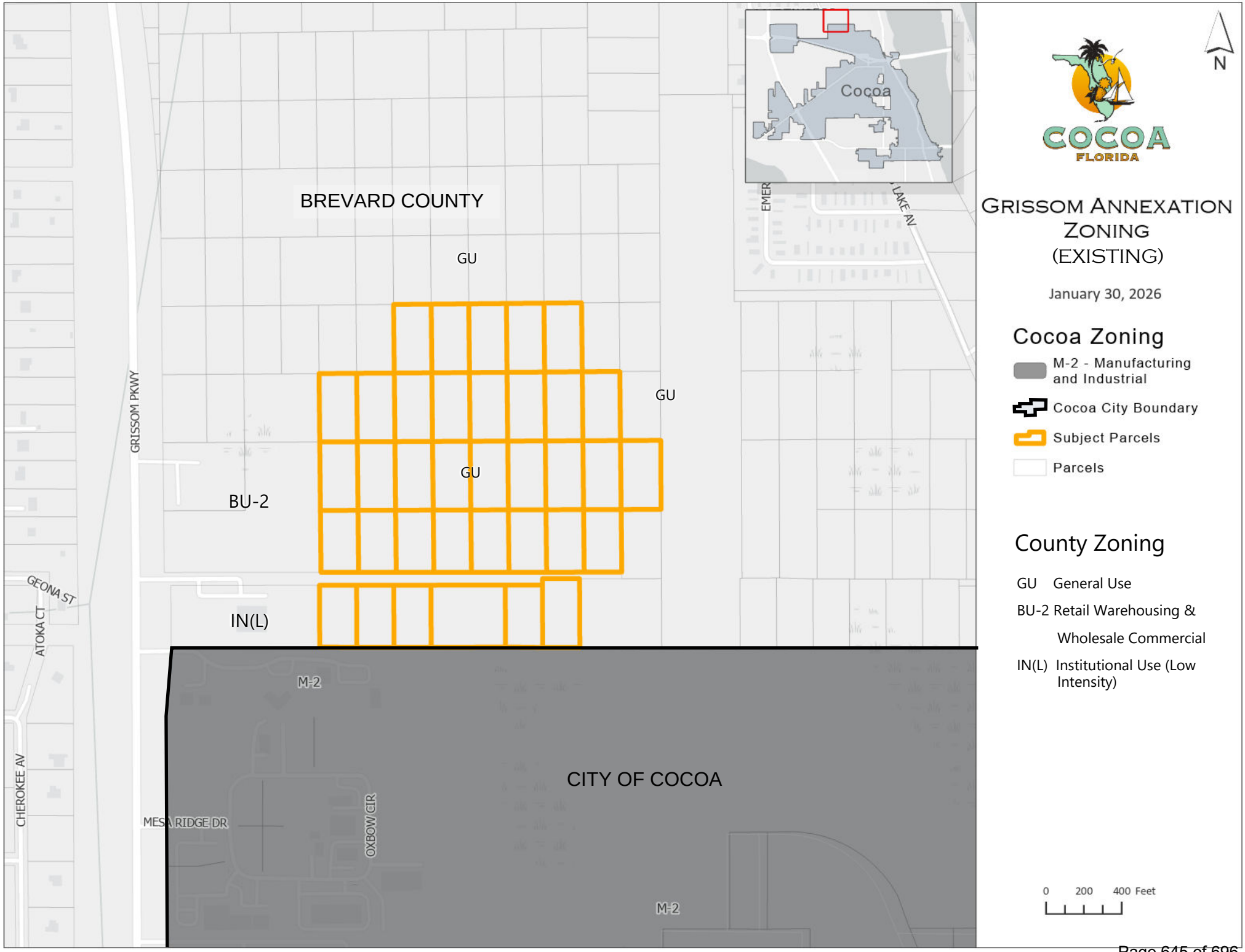
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SAID SECTION; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 1, NORTH 89°57'51" WEST, 377.32 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID SOUTH LINE NORTH 89°57'51" WEST, 1,211.10 FEET TO A 5/8" IRON ROD AND CAP "LB 6544";THENCE, DEPARTING SAID SOUTH LINE NORTH 0°47'28" WEST, 286.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLINEFELDT RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 3589, PAGE 3866 MARKED WITH A 5/8"IRON ROD & CAP STAMPED "LB6544";THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 88°09'55" EAST, 8.33 FEET; THENCE, SOUTH 89°57'51" EAST, 1,031.82 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 0°22'47" WEST, 30.00 FEET TO A TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 89°57'51" EAST, 173.01 FEET, TO A 5/8" IRON ROD AND CAP "KPMF LB 6605"; THENCE, SOUTH 0°22'47" EAST, 317.15 FEET TO A 5/8" IRON ROD AND CAP "KPMF LB 6605" ALSO BEING THE P**OINT OF BEGINNING.**

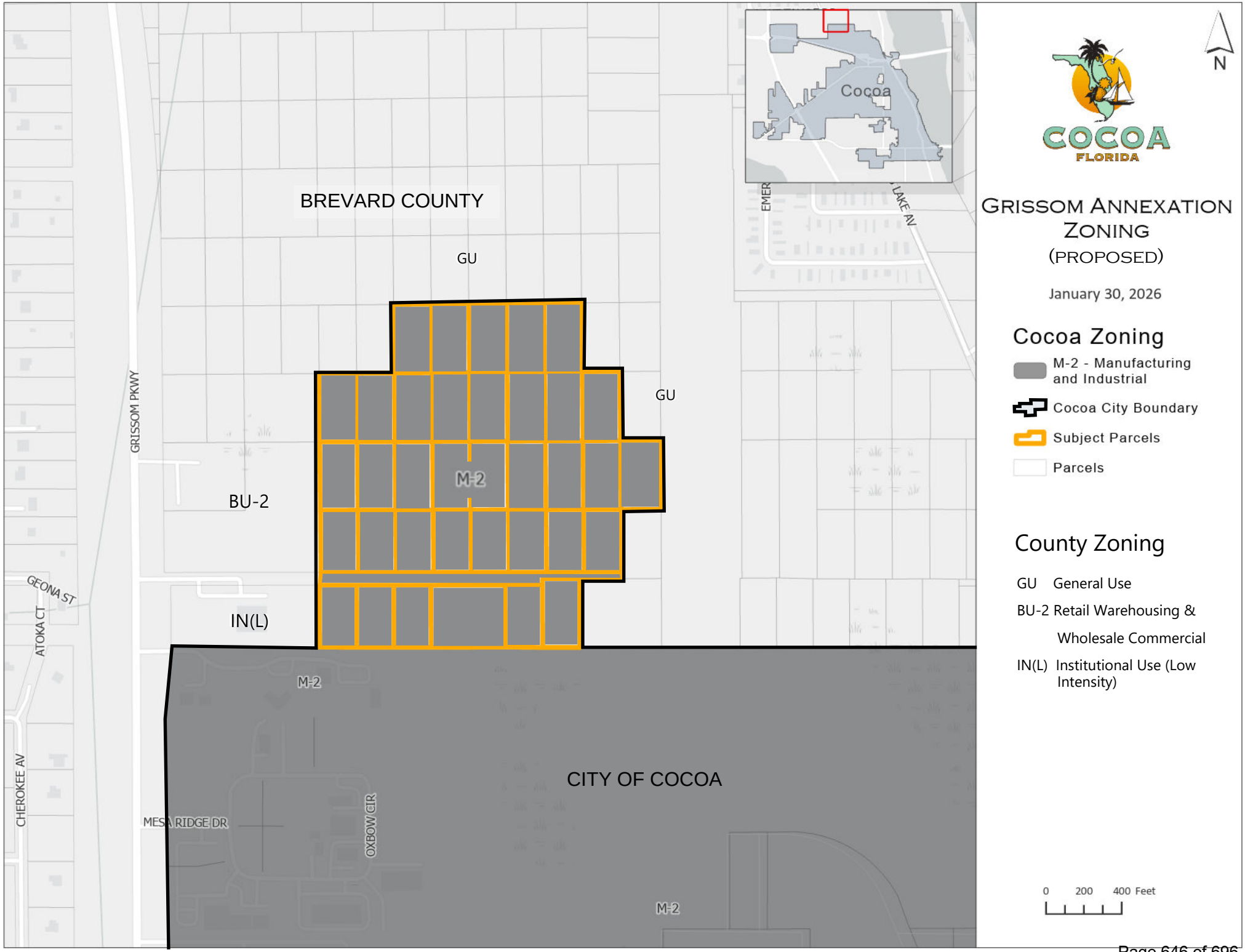
CONTAINING 353,239 SQUARE FEET, 8.11 ACRES, MORE OR LESS.

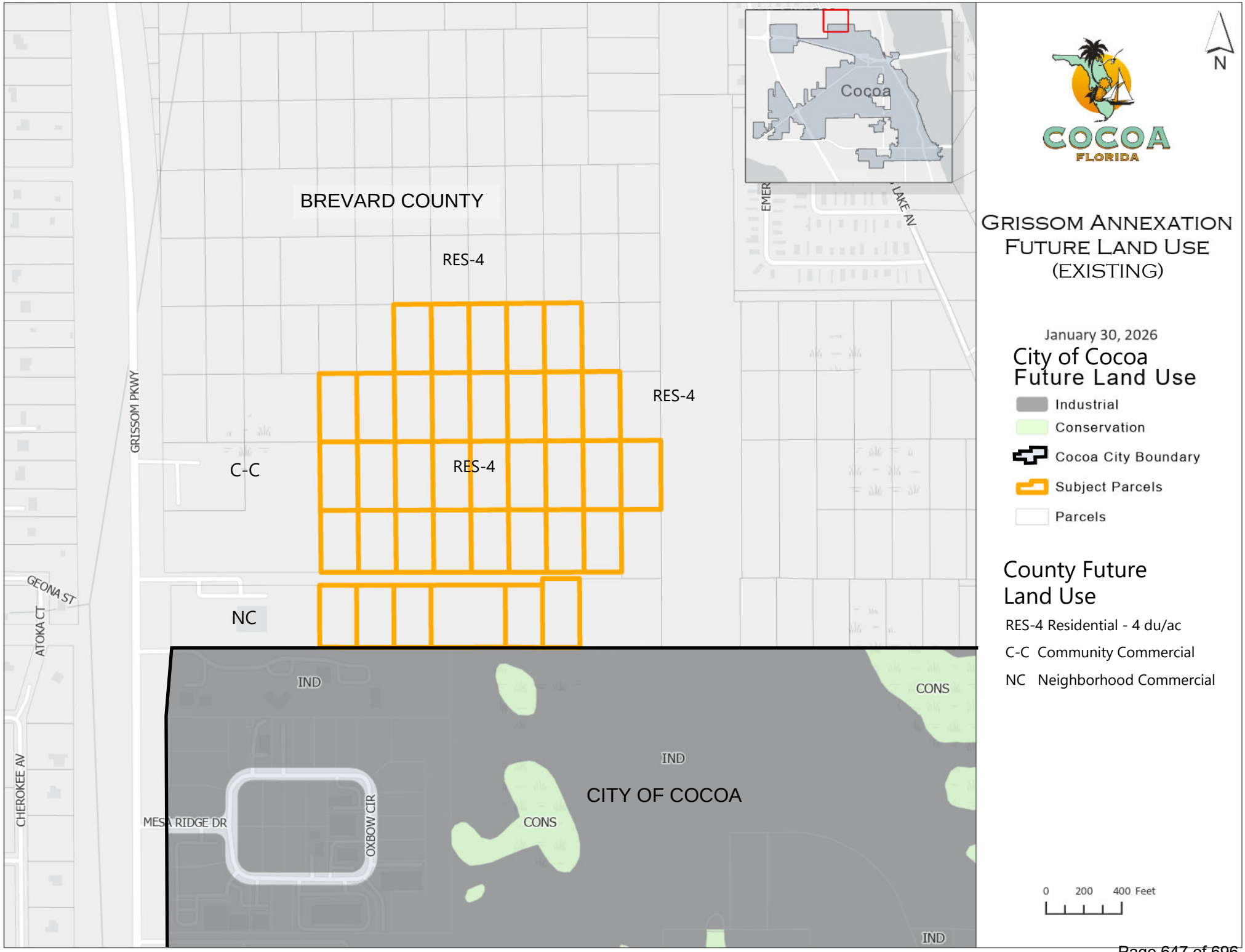
DEPICTION(S)

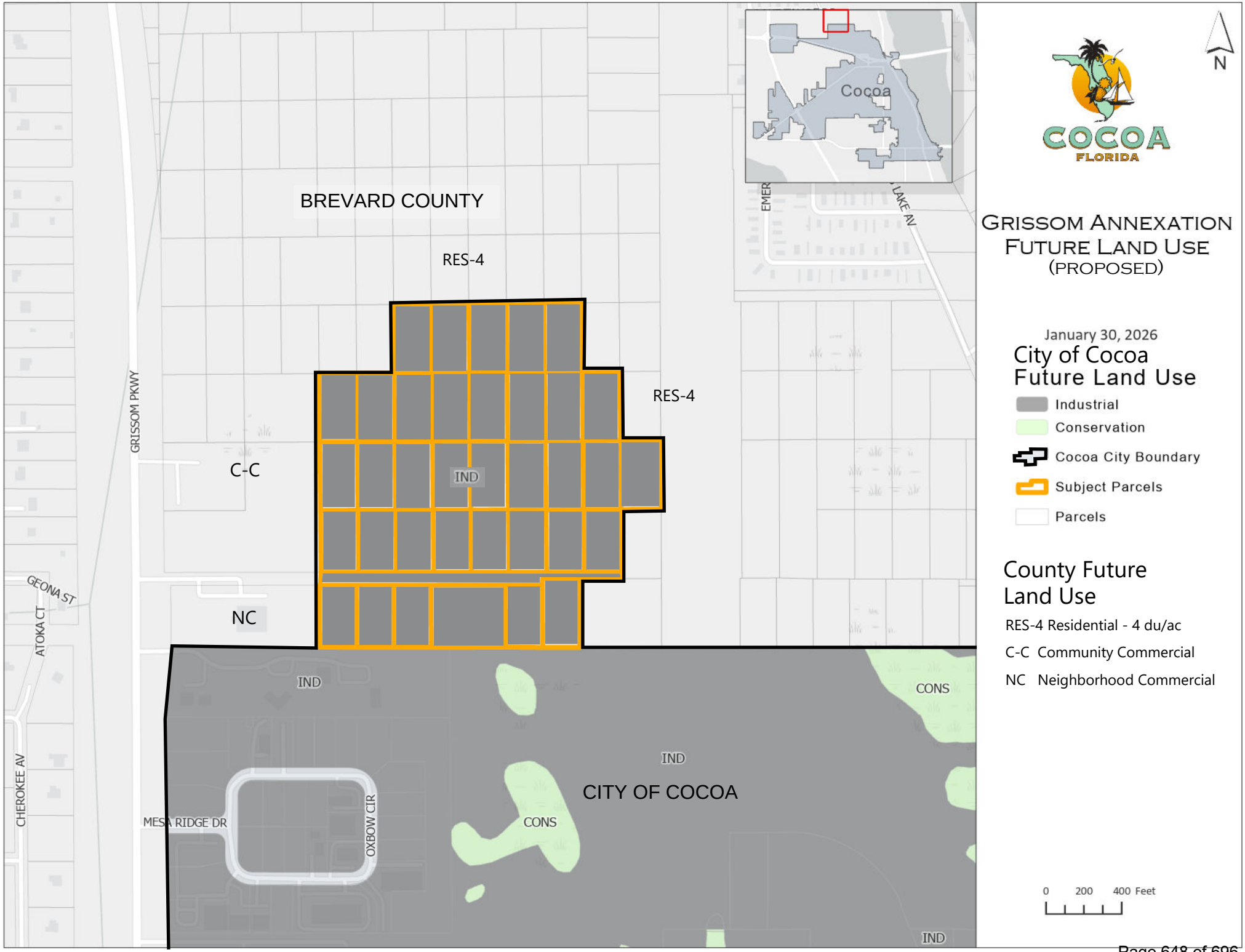

KNOXVILLE AV
GRISSOM PKWY
GEONA ST
CHEROKEE AV
OXBOW CIR
MERALD LAKE DR
HARPES LAKE AV
BREVARD COUNTY
CITY OF COCOA


BREVARD COUNTY
CITY OF COCOA
KLEINFELDT WAY
GRISSOM PKWY
FLORIDA POWER AND LIGHT EASEMENT
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION LOCATION
January 29, 2026
Cocoa City Boundary
Subject Parcels
Parcels
0
250
500 Feet


BREVARD COUNTY
CITY OF COCOA
GU
GU
GU
BU-2
IN(L)
M-2
M-2
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION
ZONING
(EXISTING)
January 30, 2026
Cocoa Zoning
M-2 - Manufacturing and Industrial
Cocoa City Boundary
Subject Parcels
Parcels
County Zoning
GU General Use
BU-2 Retail Warehousing & Wholesale Commercial
IN(L) Institutional Use (Low Intensity)
0 200 400 Feet


BREVARD COUNTY
GU
GU
M-2
BU-2
IN(L)
M-2
M-2
CITY OF COCOA
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION ZONING
(PROPOSED)
January 30, 2026
Cocoa Zoning
M-2 - Manufacturing and Industrial
Cocoa City Boundary
Subject Parcels
Parcels
County Zoning
GU General Use
BU-2 Retail Warehousing & Wholesale Commercial
IN(L) Institutional Use (Low Intensity)
0 200 400 Feet


BREVARD COUNTY
RES-4
RES-4
RES-4
C-C
NC
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
IND
IND
IND
CONS
CONS
CITY OF COCOA
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION
FUTURE LAND USE
(EXISTING)
January 30, 2026
City of Cocoa
Future Land Use
Industrial
Conservation
Cocoa City Boundary
Subject Parcels
Parcels
County Future
Land Use
RES-4 Residential - 4 du/ac
C-C Community Commercial
NC Neighborhood Commercial
0 200 400 Feet


BREVARD COUNTY
RES-4
RES-4
C-C
IND
NC
IND
IND
CONS
IND
CITY OF COCOA
CONS
IND
GRISSOM PKWY
GEONA ST
ATOKA CT
CHEROKEE AV
MESA RIDGE DR
OXBOW CIR
EMER
LAKE AV
Cocoa
N
COCOA
FLORIDA
GRISSOM ANNEXATION
FUTURE LAND USE
(PROPOSED)
January 30, 2026
City of Cocoa
Future Land Use
Industrial
Conservation
Cocoa City Boundary
Subject Parcels
Parcels
County Future
Land Use
RES-4 Residential - 4 du/ac
C-C Community Commercial
NC Neighborhood Commercial
0 200 400 Feet

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LocaliQ

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 03/17/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/17/2026

D. Roberts
Legal Clerk

Notary, State of WI, County of Brown

9-3-26
My commission expires

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KONGMENG YANG
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
REZONING AND FLUM CHANGE OF REAL PROPERTY

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:

ORDINANCE 2-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE 3-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCEL OF REAL PROPERTY, TOTALLING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

The complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk by contacting Monica Arsenault, City Clerk, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Planning and Zoning Board
PUBLIC HEARING WILL BE HELD ON

April 1, 2026

City Council First Reading
PUBLIC HEARING WILL BE HELD ON

April 14, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in anyof these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

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

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
Attn: Accounting Division
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STATE OF WISCONSIN, COUNTY OF BROWN

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BRE Brevard Florida Today 04/17/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/17/2026

Legal Clerk

Notary, State of WI, County of Brown

5.19.27

My commission expires

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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION, REZONING AND FLUM OF REAL PROPERTY

**NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCES:**

ORDINANCE 1-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

AND

ORDINANCE 2-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

AND

ORDINANCE 3-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCEL OF REAL PROPERTY, TOTALLING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

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**City Council Second Reading
PUBLIC HEARING WILL BE HELD ON**

April 28, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

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https://www.cocoafl.gov/291/20338/City-Meetings

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Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

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https://www.cocoafl.gov/291/20338/City-Meetings

However, the City is not responsible for technical difficulties that may occur while

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: April 28, 2026
Ordinance Number: 03-2026
Posted To Webpage: April 17, 2026, revised and reposted April 22, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY, TOTALING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY,

AND AN EFFECTIVE DATE. AMENDMENT. Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not

limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

X b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

C. Sections 190.005 and 190.046;

d. Section 553.73, relating to the Florida Building Code; or

e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

The proposed ordinance amends the Official Zoning Map of the City of Cocoa for approximately 45.26 acres of real property generally located east of Grissom Parkway, south of Canaveral Groves Boulevard, and north of Oxbow Circle. The amendment changes the zoning designation from Brevard County “General Use” to City of Cocoa “M-2 (Manufacturing and Light Industrial).”

Part II.

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance: The number of businesses impacted is minimal, as the subject property is currently undeveloped.

Part IV. Additional Information the City Council may find useful (if any):

CITY COUNCIL AGENDA ITEM

Memo Date:	April 16, 2026
Agenda Date:	April 28, 2026
File ID:	2026-300
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Second and final reading of Ordinance 04-2026 amending Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to amend permitted uses within the M-2 - Manufacturing and Industrial zoning district to include large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet.

BACKGROUND:

The applicant, Wendy H. Maier, on behalf of the property owner, is requesting a Zoning Text Amendment to Appendix A, Article XI, Section 19 of the City of Cocoa Land Development Code to allow large-scale commercial recreation centers to include a radio-controlled miniature vehicle racetrack that uses remote-controlled handheld transmitters. This request is associated with an existing tenant, Beachline Raceway R/C, which has operated an indoor radio-controlled (R/C) vehicle racetrack within a fully enclosed building since 2017.

The subject property is located north of Grissom Parkway and is zoned M-2 Manufacturing and Industrial with an Industrial Future Land Use. The M-2 district is intended to accommodate industrial and manufacturing activities, with limited commercial uses permitted under specific conditions.

The proposed amendment is intended to formally recognize this category of recreational use and establish clear development standards for similar indoor recreational uses, including, but not limited to, bowling alleys, roller or ice skating rinks, indoor go-kart tracks, indoor playgrounds, arcades, and other similar participatory recreational activities.

The amendment also includes provisions for gym and fitness facilities exceeding 12,000 square feet, as well as accessory uses such as food and beverage service, provided such uses remain incidental and subordinate to the principal use.

Future Land Use Designation:	IND, Industrial
Zoning District	M-2, Manufacturing and Industrial District
Existing Land Use:	Beachline Raceway R/C
Council District:	District 3 – Council member Patricia Weeks
Legal Ad Date:	March 17, 2026

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	IND, Industrial	M-2, Manufacturing and Industrial District	Automobile Storage
South	IND, Industrial	M-2, Manufacturing and Industrial District	Right of Way (Grissom Pkwy); State of Florida Improved Land
East	IND, Industrial	M-2, Manufacturing and Industrial District	Vacant Industrial Land
West	IND, Industrial	M-2, Manufacturing and Industrial District	Vacant Industrial Land

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration of whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for the change.

The proposed amendment is necessary to establish clear regulatory language for indoor recreational uses within the M-2 zoning district.

The request is driven by an existing business currently operating within the City that provides a unique recreational service to the community. Without this amendment, the use is not clearly defined within the Code, which creates uncertainty for both the property owner and future similar uses.

The amendment:
• Provides clarity and predictability in Code interpretation
• Supports existing businesses and economic activity
• Allows adaptive reuse of industrial buildings for indoor recreational purposes
• Expands opportunities for indoor/outdoor, low-impact recreational uses

These uses are typically characterized by large floor areas, fully enclosed operations,

and minimal external impacts. As a result, they are often better suited to industrial districts than traditional commercial areas, where parcel sizes and development patterns may not accommodate such facilities.

Staff Finding: The amendment is justified as it establishes clear standards and accommodates a legitimate, compatible use within the M-2 district.

The amendment to permit large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet follows a similar pattern of development permitted throughout the City's commercial zoning districts, namely:

- Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses, except drive-in theaters, are permitted by right in the C-G (General Commercial), C-P (Commercial Parkway), UMD (Urban Mixed-Use), C-C (Core Commercial), and PUD (Planned Unit Development) zoning districts, and as a Special Exception in the C-N (Neighborhood Commercial), C-R (Restricted Commercial), CBD (Central Business District) zoning districts.

- Gym and Fitness Centers are a principal use within the C-N (Neighborhood Commercial), C-G (General Commercial), C-P (Commercial Parkway), C-R (Restricted Commercial), C-G (General Commercial), PUD (Planned Unit Development) and CBD (Central Business District) zoning districts; such structures are also permitted within the UMD (Urban Mixed-Use) zoning district, the C-C (Core Commercial) zoning district under the broader use of "Recreational and cultural facilities."

The request to allow for similar structures on a larger scale would expand the development potential of indoor recreation centers and gym and fitness facilities beyond the City's commercial and mixed-use zoning districts. As the proposed use would be permitted within the M-2 zoning districts, which have a larger minimum lot area (20,000 sq. ft.) than the counterpart zoning districts, this district would be uniquely suited to accommodate these larger-than-average recreation centers and gym and fitness facilities, which would face development challenges in the lots present in most commercial zones within the City.

By allowing these structures for limited commercial use within the M-2 zoning district, the niche of larger recreation, gym, and fitness facilities, exemplified by indoor sports facilities, indoor racing and hobbyist arenas, and popular gyms like 24-Hour Fitness, LA Fitness, and Gold's Gym, may be filled within this district. This would, in turn, add to the variety of commercial recreational uses permitted within the City without increasing development challenges in the City's core commercial districts.

Relationship of the proposed amendment to the purposes and objectives of the

comprehensive planning program and to the comprehensive plan.

This request relates to both Goal 1.1 and Objective 1.1.1 of the Future Land Use Element:

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing the protection of natural and historic resources as well as maximizing economic development opportunities.

By allowing a mixture of appropriate commercial uses and providing flexibility in administering those uses, the City supports a broad range of land use activities and maximizes economic development opportunities.

The proposed amendment is consistent with the City of Cocoa Comprehensive Plan and the Industrial Future Land Use designation.
The Industrial Future Land Use category is intended to support employment-generating uses and allows for certain supporting commercial activities when appropriately limited. The proposed indoor recreational uses:

• Are conducted entirely within enclosed structures
• Do not introduce outdoor impacts typical of commercial uses
• Are compatible with industrial development patterns

Additionally, the amendment maintains limitations to ensure that these uses remain secondary in nature within an industrial corridor and do not conflict with surrounding uses.

Figure FLU-1 of the FLU Element continues to be met as the subject property will continue to comply with the overlying FLU designation of IND, Industrial. Additionally, Policy 1.1.2.10 (B) states:

- Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial-designated areas.

The applicant was able to take advantage of these policies by continuing to operate their facility within the M-2 district, as allowed by the Comprehensive Plan and Land Development Code. This code amendment will expand the implementation of this policy.

The proposed amendment includes provisions allowing certain accessory recreational activities, tracks, play areas, and spectator areas to be located outdoors, provided that such areas are enclosed by an opaque fence or are located under a roofed structure. These standards ensure that any outdoor components remain visually screened and contained, thereby minimizing potential impacts related to noise, visibility, and compatibility with surrounding industrial uses.

Additionally, the amendment maintains key limitations, including:
• Prohibiting outdoor amplified sound
• Requiring that all primary recreational activities occur within enclosed structures
• Limiting accessory uses to those that are clearly incidental and subordinate to the principal use

While outdoor accessory areas are permitted, the requirement for screening and enclosure provides an appropriate level of mitigation to maintain the industrial character of the M-2 zoning district.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
No budgetary impact.

PREVIOUS ACTION:
On April 1, 2026, the Planning and Zoning Board voted unanimously to recommend APPROVAL of the Zoning Text Amendment to amend permitted uses in the M-2 zoning district to include large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet.
On April 14, 2026, the City Council approved the proposed amendment.

RECOMMENDED MOTION:
Staff recommends that the City Council APPROVE on second and final reading the proposed Zoning Text Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to allow large-scale commercial recreation centers and gym and fitness facilities within the M-2 zoning district.

ORDINANCE NO. 04-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under § 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City currently allows limited commercial uses in the M-2, Manufacturing and Industrial, District, subject to multiple conditions; and

WHEREAS, the City desires to amend Appendix A, Article XI, Section 19, of the Zoning Ordinance to allow certain large-scale recreation centers and gym and fitness facilities as provided herein; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Zoning, Article XI, Section 19, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Appendix A, Article XI, Section 19. It is intended that the text in Appendix A, Article XI, Section 19, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 19. – District and intent – M2 Manufacturing and Industrial District

* * *

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

* * *

(11) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

* * *

6. Large-scale commercial recreation centers, subject to the following conditions:

a. For purposes of this subsection, “large-scale commercial recreation centers” shall mean facilities located primarily within a completely enclosed building, with a minimum of twelve thousand (12,000) square feet of gross floor area, devoted to providing participatory recreational opportunities to the general public for a fee or to members, including, but not limited to: bowling alleys; roller or ice skating rinks; go-kart tracks;

hobby or miniature vehicle racetracks, including radio-controlled (R/C) vehicles; indoor playgrounds; arcades; and similar participatory recreational activities.

b. Additional accessory recreational activities, tracks, play areas, and spectator areas may be located outdoors, provided that the outdoor accessory activities and structures are surrounded by an opaque fence or located under a roofed structure.

c. Customary accessory uses may be permitted when clearly incidental and subordinate to the principal recreation use, including, but not limited to: equipment rental; incidental accessory retail sales related to the recreational activity; and administrative offices. Food and beverage sales, which may include food preparation and service, may be permitted only as an accessory use and may not include drive-through service or a separate exterior customer entrance. Food and beverage sales within a large-scale commercial recreation center will not be subject to the separation requirements applicable to restaurants in this subsection 11(d)2.

7. Gym and Fitness Facilities with a minimum of twelve thousand (12,000) square feet of gross floor area with accessory uses such as food and beverage sales, which may include food preparation and service, game courts, locker rooms, training facilities, and/or saunas. Food and beverage sales within a gym and fitness facility meeting the requirements of this subsection will not be subject to the separation requirements applicable to restaurants in this subsection 11(d)2 and may not include a drive-through service or a separate exterior customer entrance.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
Monica Arsenault, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____



COCOA
FLORIDA

N

3095 Grissom Pkwy RC Cars Location

March 12, 2026

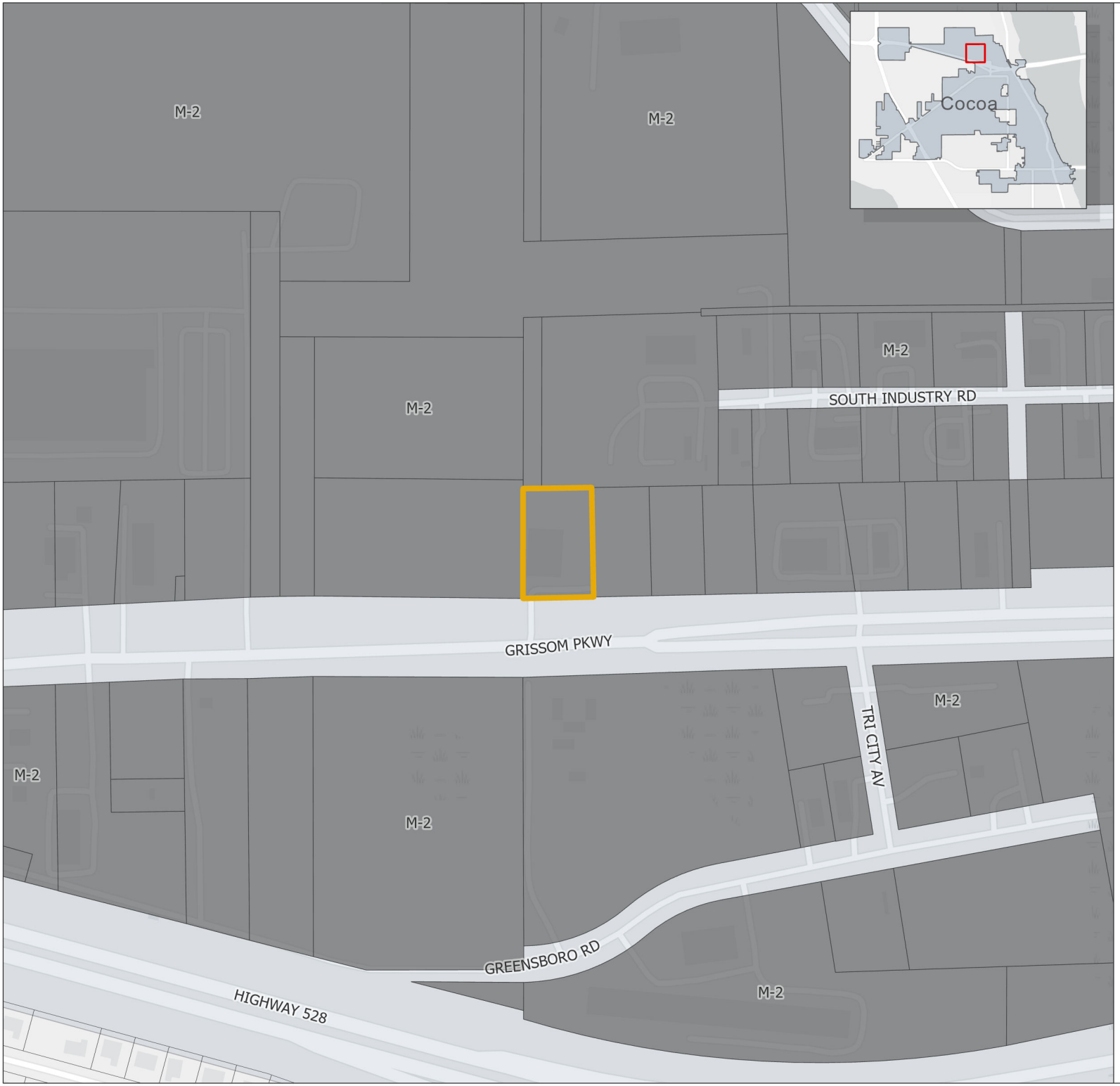
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20260310-188001.0.1



COCOA
FLORIDA

N

3095 Grissom Pkwy
RC Cars
Zoning

March 12, 2026

Cocoa Zoning

- M-2 - Manufacturing and Industrial
- Subject Parcels
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20260310-188001.0.2



3095 Grissom Pkwy RC Cars Future Land Use

March 12, 2026

Future Land Use

- Industrial
- Conservation
- Subject Parcels
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20260310-188001.0.3

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

CITY OF COCOA
For Office Use Only - Date Received
JAN 8 2026
RECEIVED
Stamp Only When Application is Fully Complete
PLANNING & ZONING DIVISION

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

1. **Request:** Zoning Text Amendment

Requesting a permit to allow an R.C. toy car race track inside the building.

2. **Applicable City Code Section(s):** Appendix A, Article XI, Sec. 19 CA)

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): _____

Name: Wendy H. Maier

Mailing Address: 219 Saldon Lane

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-652-7427 Fax #: N/A

Mobile #: 321-652-7427 E-mail: whmaier54@gmail.com

4. **Please submit the following items in order complete the application:**

a. ☐ **Notarized application.**

b. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

c. ☐ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

Requesting amendment for the use of an R.C. toy car racetrack inside the building. Also a small retail shop selling parts for the R.C. cars.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

No exterior land will be used for this permit.

Wendy H. Maier — Applicant's Signature

1/7/26 — Date

Wendy H. Maier — Applicant's Printed Name

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Text Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

24-36-07-00-00539.0-0000.00

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STATE OF Florida COUNTY OF Brevard.

I, Anita J. Hatch of 2200 Westminster Dr, Cocoa, FL being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Wendy H. Maier of 219 Saldon Lane, Cocoa, FL to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

Anita J. Hatch
(OWNER SIGNATURE)

Brittany Bogenreif
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida DL

Notary Public State of Florida
Brittany D. Bogenreif
My Commission HH 563737
Expires 6/20/2028

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5th day of January, 20 26

Rev. 4-30-09

14. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Wendy H. Maier being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Wendy H. Maier
(APPLICANT SIGNATURE)

Brittany Bogenreif
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida ID

Notary Public State of Florida
Brittany D. Bogenreif
My Commission HH 563737
Expires 6/20/2028

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5th day of January, 2026

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

PREPARED BY AND RETURN TO:
Name: Ryan Bird, of
Ryan Bird Law, PLLC
Address: 4085 U.S. Highway 1
Ste 101
Rockledge, FL 32955

Parcel No.: 24-36-07-00-539

CFN 2023172268 OR BK 9862 PAGE 612
Recorded 08/14/2023 at 04:22 PM Rachel M. Sadoff
Clerk of Courts Brevard County
Doc D: $0.70 # Pgs 3

(Space Above This Line For Recording Data)

Quit Claim Deed

THIS QUIT-CLAIM DEED is made as of this **22nd** day of **June, 2023**, by **Anita J. Hatch, an unremarried widow, individually and as Trustee of the George Hatch and Anita Hatch Revocable Trust dated May 29th, 3013** ("**Grantor**"), whose post office address is **2200 Westminster Dr., Cocoa, FL 32926** , given to second party, **Anita J Hatch, Trustee, or her successors in interest, of the Anita J. Hatch Living Trust dated June 22, 2023, and any amendments thereto.**whose post office address is **2200 Westminster Dr., Cocoa, FL 32926** ("**Grantee**").

WITNESSETH:

For $10.00 and other good and valuable consideration to Grantor, the receipt whereof is hereby acknowledged, Grantor does hereby quit-claim, grant, bargain, sell, alien, remise, release and convey unto Grantee, its successors and assigns all of Grantor's right, title and interest in and to that certain property interest (the "Property") in **Brevard** County, Florida, as more particularly described as follows:

PARCEL A: THE EAST 100 FEET OF THE WEST 200 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING NORTH OF GRISSOM PARKWAY, BREVARD COUNTY, FLORIDA.

PARCEL B: THE WEST 100 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING NORTH OF GRISSOM PARKWAY, BREVARD COUNTY, FLORIDA.

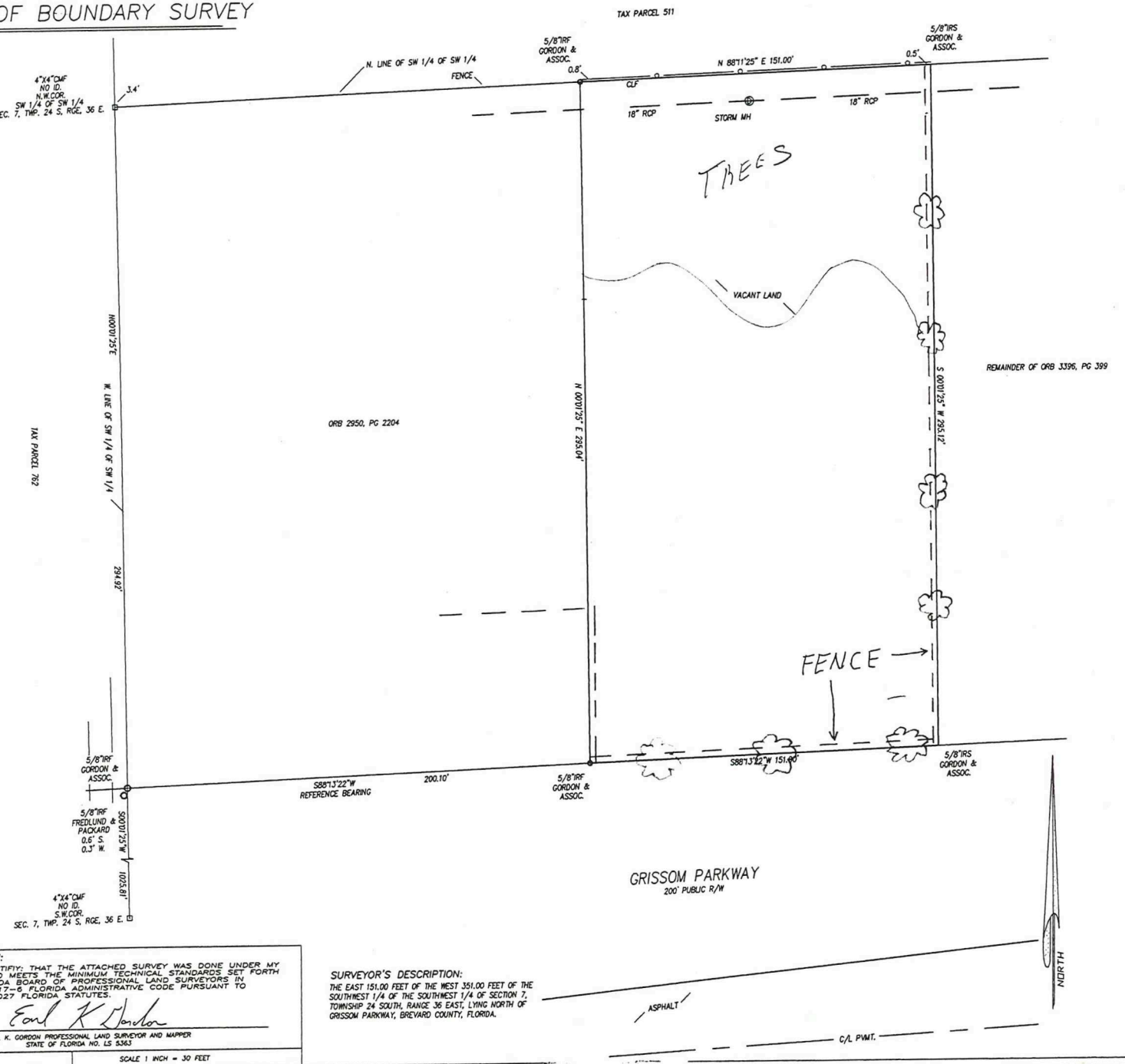
Grantor warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property.

SUBJECT to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

Full power and authority is granted by this deed to the Grantees, as Trustees, or their successors, to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the above real estate property, or any part of it as set forth in Section 689.071 of the Florida Statutes.

*This deed prepared by scrivener without the benefit of title search or examination.

MAP OF BOUNDARY SURVEY



LEGEND

A/C	= AIR CONDITIONER
BFE	= BASE FLOOD ELEVATION
BRG	= BEARING
BM	= BENCH MARK
BLK	= BLOCK
BLDG	= BUILDING
(C)	= CALCULATED
CATV	= CABLE TELEVISION
CHD	= CHORD
CBS	= CONCRETE BLOCK STRUCTURE
C/L	= CENTER LINE
CLF	= CHAIN LINK FENCE
CONC	= CONCRETE
CMF	= CONCRETE MONUMENT FOUND
CO	= COMPANY
COR	= CORNER
(D)	= DEED
DB	= DEED BOOK
DA	= DELTA ANGLE
DIST	= DISTANCE
ESMT	= EASEMENT
ELEC	= ELECTRIC
ENC	= ENCROACHMENT
ELEV	= ELEVATION
FB	= FIELD BOOK
FF	= FINISHED FLOOR ELEVATION
FNC	= FENCE
FND	= FOUND
FP&L	= FLORIDA POWER & LIGHT COMPANY
GOV'T	= GOVERNMENT
ID	= IDENTIFICATION
IPF	= IRON PIPE FOUND
IRC	= IRON ROD & CAP FOUND
IRF	= IRON ROD FOUND
IRS	= IRON ROD SET
LB	= LICENSED BUISINESS NUMBER
(M)	= MEASURED
No.	= NUMBER
NDF	= NAIL & DISK FOUND
NDS	= NAIL & DISK SET
NGVD	= NATIONAL GEODETIC VERTICAL DATUM
O/H	= OVERHEAD
OHWM	= ORDINARY HIGH WATER MARK
ORB	= OFFICIAL RECORDS BOOK
O/S	= OFFSET
(P)	= PLAT
PB	= PLAT BOOK
PCP	= PERMANENT CONTROL POINT
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PRM	= PERMANENT REFERENCE MONUMENT
PLS	= PROFESSIONAL LAND SURVEYOR
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
POL	= POINT ON LINE
PUE	= PUBLIC UTILITY EASEMENT
PDE	= PUBLIC DRAINAGE EASEMENT
PUDE	= PUBLIC UTILITY&DRAINAGE EASEMENT
PVMT	= PAVEMENT
R	= RADIUS
RLS	= REGISTERED LAND SURVEYOR
REF	= REFERENCE
RGE	= RANGE
R/W	= RIGHT OF WAY
SEC	= SECTION
(SB)	= SURVEY BOOK
TWP	= TOWNSHIP
TYP	= TYPICAL
USC&GS	= U.S. COAST & GEODETIC SURVEY
WD	= WOOD
XCF	= CUT MARK FOUND

CERTIFIED TO:
JOHN MINOT ATTORNEY
ATTORNEYS TITLE INSURANCE FUND INC.
GEORGE HATCH

NOTES:
1. BEARINGS BASED ON GRISSOM ROAD R/W MAP
2. FLOOD ZONE "X" ; MAP NO. 12009C0270E COMMUNITY NO. 125092 5 JAN 96
3. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY FOR COMMERCIAL/HIGH RISK LAND AS PER FLORIDA STATUTE 61G17-6.003
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY	DATE: 24 OCT 97	JOB No 96-504

CERTIFICATION:
I HEREBY CERTIFIY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Earl K Gordon

EARL K. GORDON PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 5363

DRAWN BY: AEG | SCALE 1 INCH = 30 FEET

SURVEYOR'S DESCRIPTION:
THE EAST 151.00 FEET OF THE WEST 351.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING NORTH OF GRISSOM PARKWAY, BREVARD COUNTY, FLORIDA.

Gordon & Associates Land Surveyors, Inc.
L.B. No.6446
A. EARL GORDON, JR, PSM No. LS 2866
EARL K. GORDON, PSM No. LS 5363
219 Forrest Ave. Cocoa, Fl. 32922
(407) 639-8171 FAX (407) 639-8177

SEC.7 TWP.24 RGE.36

OWNER
AIR PRODUCTS MANUFACTURING
ANITA J HATCH LIVING TRUST
BUFFKIN COMMERCIAL PROPERTIES LC
CIDCO UNIVERSAL LLC
COCOA INDUSTRIAL PROPERTIES LLC
FLORIDA, STATE OF (IITF)
HUSSEY, JOHN F
SIMS CRANE & EQUIPMENT CO
WALKER FAMILY TRUST

MAIL
1940 AIR PRODUCTS BLVD
2200 WESTMINSTER DR
355 HALL RD
2580 COX RD
2580 COX RD
3900 COMMONWEALTH BLVD, STOP 108 C/O DEP, DIVISION OF STATE LANDS
PO BOX 237345
1219 N US HIGHWAY 301
4161 CROOKED MILE RD

CITY_STATE_ZIP
ALLENTOWN PA 18106-5500
COCOA FL 32926-6407
MERRITT ISLAND FL 32953
COCOA FL 32926-3526
COCOA FL 32926-3526
TALLAHASSEE FL 32399-6575
COCOA FL 32923-7345
TAMPA FL 33619-3501
MERRITT ISLAND FL 32952-6205

Planning & Zoning
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8685
FAX: (321) 433-8685
www.CocoaFL.gov

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Wendy H. Maier is petitioning the **Planning and Zoning Board** for the following item:

A. FILE NUMBER: 26-02000001 3095 Grissom Parkway – Zoning Text Amendment

REQUEST: CONSIDERATION OF A Zoning Text Amendment
Request to approve a zoning text amendment to allow for large-scale indoor commercial recreation within the Manufacturing and Industrial (M2) zoning district, concerning property generally located at 3095 Grissom Parkway, Cocoa, FL 32926, and identified as Parcel ID: 24-36-07-00-539.

The Board will hold a public hearing on this request at 6:00 pm. on **April 1, 2026** in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, City Planner, at (321) 433-8535 or LRibeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Ribeiro via email or mail at least three (3) days prior to the hearing.

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: April 28, 2026
Ordinance Number: 04-2026
Posted To Webpage: April 17, 2026, revised and reposted April 22, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted

by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243.

X b.Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046.

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

The proposed ordinance amends the City of Cocoa Zoning Code to allow large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet within the M-2 zoning district, subject to specific conditions.

Part II.

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues

from any new charges or fees that will be imposed on businesses to cover such costs.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____

Part IV. Additional Information the City Council may find useful (if any):

CITY COUNCIL AGENDA ITEM

Memo Date:	April 2, 2026
Agenda Date:	April 28, 2026
File ID:	2026-243
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Consider the appointment of Ashley Lanier to fill one of two Alternate Member Vacancies on the Board of Adjustment.

BACKGROUND:

Ms. Ashley Lanier values community engagement. She has a background in healthcare and previous experience on the City of Rockledge Planning Committee. Ms. Lanier meets all requirements to serve on a City of Cocoa board. Her lease has been reviewed to verify residency in the City of Cocoa.

The Board of Adjustment currently has two alternate member vacancies.

The City's board vacancies have been properly advertised per its Board Vacancies policy.

A current board roster is also attached for Council's review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the appointment of Ashley Lanier to fill one of two Alternate Member Vacancies on the Board of Adjustment.

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment	Meets Third Wednesday of Every Month @ 6pm		Expirations in May
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2028
Dan Quattrocchi **Chairperson** (as of 1/15/2025) (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2025 Reappointed** **05/2022 Reappointed** **12/11/19 appointed** **(fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2028
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltie1@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2025 Reappointed 05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2028
Jennifer Moton	4485 Tangelo Avenue Cocoa, FL 32926 jcolettem@gmail.com	321-213-2112	05/2025 appointed (filled Patricia Weeks vacancy)	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Margaret Goudelock	1808 Manor Drive Cocoa, FL 32922 rossclarkpharmacy@outlook.com	321-474-2312	07/08/2025 Appointed	2027
VACANCY ~~2nd Alternate~~ ~~Jenny Swisher~~	~~195 Sorrento Drive~~ ~~Cocoa, FL 32922~~ ~~Gbsemail1@gmail.com~~	~~406-581-1162~~	~~01/2022 appointed~~	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369 hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Breanna Earley	321-433-8484	Updated 10/23	

Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check , be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Application Date	02/22/2026
First Name	Ashley
Last Name	Lanier
Street Address	5341 Talbot Blvd
City	Cocoa
State	FL
Zip Code	32926
Cocoa City Council District that you live in:	District 3
Primary Phone Number	3213476369
Place of Business	Viera
Title/Position Held	Executive Director
Email Address	ALanier321@gmail.com
Board or Commission of first choice:	Board of Adjustment
Board or Commission of second choice:	Planning & Zoning Board
Board or Commission of third choice:	Redevelopment Agency (Cocoa)

Board of Adjustment

Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide appeals where it is alleged there is error in any final administrative decision. To hear, review, and decide on granting special exceptions, variances and waivers. They are a quasi-judicial board whose decisions have an impact on a limited number of property owners and are “contingent on facts adduced at a hearing and where the decision can be functionally viewed as policy application rather than policy setting.” (Board of County Com’rs of Brevard County. Snyder, 627 So.2d 469 [1993])

Additionally, the Board of Adjustment affords procedural due process; observes essential requirements of law; and makes decisions based on competent and substantial evidence.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Planning & Zoning Board

Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.

Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Redevelopment Agency - Cocoa

Term: 2 members appointed by City Council for 4 years.
Members: The 5 members of the City Council and 2 members appointed by the City Council.
Duties: To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this division; To disseminate redevelopment information; To undertake and carry out community redevelopment projects and related activities within its area of operation; To provide, or to arrange or contract for, the furnishings or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities or in connection with a community redevelopment project; To apply for, accept, and utilize grants of funds from the federal government; To close, vacate, plat or replat streets, roads, sidewalks, or other places; To acquire by eminent domain any real property together with any improvements thereon.
***Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b).**

Meetings: First Monday of every month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction?	No

Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa?	No

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am very interested in serving on a City board or committee because I value community involvement and believe strong local leadership is essential to maintaining and improving the quality of life for residents. I am passionate about civic engagement and collaborative decision-making that reflects the needs and priorities of the community.

I previously had the privilege of serving on the City of Rockledge Planning Committee, which was an incredibly rewarding experience. In that role, I worked alongside city officials, fellow committee members, and residents to review proposals, discuss community development initiatives, and help guide responsible growth. It was an amazing opportunity to engage directly with citizens and contribute to making the City of Rockledge a great place to live and work.

Professionally, I bring strong analytical, problem-solving, and communication skills. My background in healthcare has strengthened my ability to assess complex situations, evaluate data, and make thoughtful, evidence-based decisions while maintaining a people-centered approach. I am accustomed to working collaboratively within multidisciplinary teams, listening to diverse perspectives, and prioritizing ethical and responsible outcomes.

If selected, I would be honored to contribute my experience, dedication, and commitment to service to support the continued growth and success of the City of Cocoa.

Upload Resume (optional)

Ashley Lanier Resume III (1).docx

Race

- Caucasian

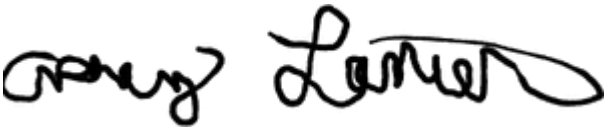
Gender	Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.
- I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.
- I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.
- If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)

http://www.flsenate.gov/Statutes

Applicant Signature	
Signature Date	02/22/2026

CITY COUNCIL AGENDA ITEM

Memo Date:	April 21, 2026
Agenda Date:	April 28, 2026
File ID:	2026-331
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Consider the appointment of Delores Martin to the Diamond Square CRA.

BACKGROUND:

There is currently one (1) available seat on the Diamond Square CRA. Seat #5 is a 4-year term. However, if appointed, Ms. Martin would be fulfilling the unexpired term of Marilyn Ross Smith through January 30, 2028.

Ms. Delores Martin previously served on the Diamond Square CRA board for many years. She found it to be a rewarding experience and would like to serve the Diamond Square community again.

This vacancy was posted to the public in accordance with the City's policy regarding Board appointments and vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the appointment of Delores Martin to the Diamond Square CRA through January 30, 2028.

Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check , be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Application Date	04/02/2026
First Name	Delores
Last Name	Martin
Street Address	1314 Moss Lane
City	Cocoa
State	FL
Zip Code	32922
Cocoa City Council District that you live in:	District 1
Primary Phone Number	3214129860
Place of Business	N/A
Title/Position Held	N/A
Email Address	drmartin324@gmail.com
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s)	1314 Moss Lane Cocoa, FL
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction?	No
Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the	No

management of any business enterprise that has a financial interest with the City of Cocoa?	
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Previously served on the Diamond Square Board and it was a rewarding experience and I would enjoy serving the Diamond Square community again.
Race	• African-American
Gender	Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:	• This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. • I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. • I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. • If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)
http://www.flsenate.gov/Statutes	
Applicant Signature	
Signature Date	04/02/2026

REAL PROPERTY DETAILS
Account 2424736 - Roll Year 2025

Owners	MARTIN, DELORES RAINEY; MARTIN, EDDIE D JR
Mailing Address	1314 MOSS LANE COCOA FL 32922
Site Address	1314 MOSS LN COCOA FL 32922
Parcel ID	24-36-32-51-A-3
Taxing District	23D0 - COCOA
Exemptions	TPML - TOTAL & PERMANENT - MILITARY
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.19
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0017/0088
Subdivision	PINE GROVE PARK NO 2 1ST ADDN
Land Description	PINE GROVE PARK NO 2 1ST ADDN LOT 3 BLK A



VALUE SUMMARY

Category	2025	2024	2023
Market Value	$228,110	$229,590	$192,940
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$81,870	$79,570	$77,260
Assessed Value School	$81,870	$79,570	$77,260
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$81,870	$79,570	$77,260
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES / TRANSFERS

Date	Price	Type	Instrument
08/13/2013	$26,100	QC	6992/1014
12/01/1978	$27,500	--	1983/0923
01/01/1977	$260,000	--	1702/0381
04/01/1976	$214,000	--	1610/0163

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	STUCCO
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1964
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	2,281
Garage	321
Utility Room	95
Total Base Area	2,281
Total Sub Area	2,697

Extra Features	
Outbuilding	120
Covered Patio	441

Diamond Square Redevelopment Agency (Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm			Expirations Vary	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1-year term Amy Robinson	401 Churchill Dr Cocoa, FL 32922 amykellyavant@gmail.com	407-432-5010	12/09/2025 Appointed	01/30/2028
Seat #2: 2-year term Angelia Smith	601 Barbara Jenkins Street Cocoa, FL 32922 angelia@ucf.edu	321-626-3285 cell	12/09/2025 Reappointed 5/14/2024 Appointed	01/30/2028
Seat #3: 3-year term Crystal McQueen **Vice Chairperson**	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	12/09/2025 Reappointed 01/24/23 Reappt. For 3-year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2029
Seat #4: 4-year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2024-4-year term 05/2004 Appointed	01/30/2028
Seat #5: 4-year term				
Seat #6: 4-year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2024-4-year term 01/30/2020 Appointed	01/30/2028
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/24 - 03/24/28 – 4-year term 04/2020 Appointed	03/24/2028
LIAISON	Councilmember Goins	474-4923	Updated 12/23	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Peyton Fink	433-8577		

CITY COUNCIL AGENDA ITEM

Memo Date:	April 13, 2026
Agenda Date:	April 28, 2026
File ID:	2026-269
Prepared By:	Samantha Senger, Communications & Economic Development Director
Through:	Stockton Whitten, City Manager
Requested Action:	Acceptance of $2 million Congressionally Directed Spending for the Cocoa Multi-modal Brightline Station and approval for the City Manager to execute future grant agreement.

BACKGROUND:

As part of the FY2025 budget planning process, staff presented the list of Federal Appropriations Requests which included funding for design and construction of the Cocoa Multi-modal Brightline Station. That funding request was approved for funding through the Federal Railroad Administration (FRA). Staff will be working with the FRA team to coordinate a grant agreement to allocate the funding for the project.

Budget Amendments will come back to a future meeting once the account numbers for the revenue and expenses have been created.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

$2 million Congressionally Directed Spending (CDS)
$500,000 (20% match requirement) - City of Cocoa

Cocoa City Council allocated $5 million towards this transformative project. The required match for this CDS will come from that allocation.

Budget Amendments will come back to a future meeting once the account numbers for the revenue and expenses have been created.

PREVIOUS ACTION:

As part of the FY2025 budget planning process, staff presented the list of Federal Appropriations Requests which included funding for design and construction of the Cocoa Multi-modal Brightline Station.

RECOMMENDED MOTION:

Acceptance of $2 million Congressionally Directed Spending for the Cocoa Multi-modal Brightline Station and approval for the City Manager to execute future grant agreement.

Budget

FRA Grant: $2,000,000 (80%)

Grantee Match: $500,000 (20%)

Total: $2,500,000 (100%)