City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, May 11, 2021 | **6:00 PM** | **Cocoa City Council Chambers**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-334 Approve the Agenda for the Regular meeting of May 11, 2021, as presented or with amendments.

Attachments: 05-11-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-335 Approve the Minutes for the Regular meeting of April 13, 2021, as written or with amendments.

Attachments: 04-13-2021 MINUTES ADA.pdf
EXHIBIT A-Photos presented by G. Stoll.pdf
EXHIBIT B-FY20 Final AFR Presentation to Council.pdf
Blanco-New eComment for City Council.pdf

II.2(b) 21-336 Approve the Minutes for the District 2 Town Hall meeting of April 20, 2021, as written or with amendments.

Attachments: 04-20-2021 Town Hall Minutes.pdf
Exhibit A_ Town Hall District 2 2021.pdf

II.2(c) 21-337 Approve the Minutes for the Regular meeting of April 27, 2021, as written or with amendments.

Attachments: 04-27-2021 Minutes ADA.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-311 Proclamation: Proclaiming the week of May 16-22, 2021, as "National Public Works Week". (Public Works Director)

Attachments: National Public Works Week 2021.pdf

III.2 21-344 Citizens Academy Graduation Presentation. (Asst to the CM/ Public Information Officer)

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), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 21-342 Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2021 Budget, BAF#21-073-A. Approve the current Series 2018B Bond Project Listing. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
Tracking Sheet BAF#21-073-A.pdf
A BAF 21-073-A- FN-Proceeds from WS Bond Series 2018B (5-11-21)Agenda 2
Series 2018B Bond Project List as of 05-05-21.xlsx

MULTI-YEAR CONTRACTS:

V.2 21-324 Approve City Staff's recommendation to consolidate recordkeepers for the City's 457(b) and 401(a) providers from three providers to one provider, ICMA-RC. Providing termination notice to Nationwide and Empower Retirement. Approve Staff to work with City Attorney to negotiate a new plan agreement between the City of Cocoa and ICMA-RC. (Administrative Services Director)

Indexes: benefits; Retirement

Attachments: City of Cocoa - Recordkeeper RFP Analysis.pdf
City of Cocoa Retirement Plans Cost Analysis.pptx - Updated.pdf
Presentation: City of Cocoa 401(a) and 457(b) - City Council Summary.pptx [Au

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-320 Approve the current Code Enforcement Lien for the property located at 1268 Amherst Ct., be reduced to $1,300.00 as recommended by the Code Enforcement Board.

Attachments:
Lien Reduction Application.pdf
Property Appraisers.pdf
Property Tax.pdf
Sunbiz.pdf
Property Survey.pdf
Order Imposing Lien.pdf
Staff Report for Lien Reduction-1268 Amherstdocx.docx
Cost Affidavit Form -1268 Amherst.xlsx

VII.2 21-345 Review State of Florida Executive Orders Number 21-101 and 21-102 invalidating all emergency order issued by a political subdivision of the State due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses and suspending, eliminating and superseding all remaining local government mandates and restrictions upon businesses and individuals based on the COVID-19 State of Emergency and take action necessary regarding the local face covering emergency Ordinance No. 13-2020, Resolution No. 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (Assistant City Manager)

Attachments:
EO_21-101.pdf
EO_21-102.pdf

VIII. CITY BUSINESS:

VIII.1 20-596 Adopt a Resolution to create an Upstart Cocoa Minority and Small Business Program, approving the Upstart Cocoa Policies, Procedures, and Conditions and granting the ability to execute an agreement with weVENTURE WBC. (Community Services Director)

Attachments:
Resolution No. 2021-041: Creating Upstart Cocoa Review Committee - 4-23-21.
Scope of Services weVENTURE WBC for Upstart Cocoa Small Business Progra
Upstart Cocoa Small Business Forgivable Loan Agreement Template - 4-26-21.
WeVenture Upstart Cocoa Small Business Program Services Agreement - 4-26-

VIII.2 21-294 Approval of RFP# P21-19-COC, a Request for Proposals for the purchase of real estate and development of 915 Florida Avenue scheduled to be published on Vendor Link on May 18, 2021.

Attachments:
Exhibit A - RFQ 21-19-COC Purchase of Real Estate_Development_915 Florida
Exhibit B - 21-110 Cocoa Highest Best Use Draft Report Update 915 Florida Av
Exhibit C - AC21-2218 2nd Revised Appraisal 915 Florida Ave.pdf

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: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-334

File ID:	21-334	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/30/2021
Subject:				**Final Action:**	

Title: Approve the Agenda for the Regular meeting of May 11, 2021, as presented or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	05-11-2021 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: May 11, 2021
Time: 6:00 pm
Location: 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 May 11, 2021 (21-334)

2. Minutes: (a) Regular Meeting of April 13, 2021 (21-335)

(b) District 2 Town Hall Meeting of April 20, 2021 (21-336)

(c) Regular Meeting of April 27, 2021 (21-337)

III. Awards and Presentations:

1. Proclamation: Proclaiming the week of May 16-22, 2021, as "National Public Works Week". (21-311). (Public Works Director)

2. Citizens Academy Graduation Presentation. (21-344). (Asst to the CM/ Public Information Officer)

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.

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V. Consent Agenda:

(A) General Consent Items:

1. Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2021 Budget, BAF#21-073-A. Approve the current Series 2018B Bond Project Listing. (21-342). (Finance Director)

(B) Multi-Year Contracts:

2. Approve City Staff's recommendation to consolidate recordkeepers for the City's 457(b) and 401(a) providers from three providers to one provider, ICMA-RC. Providing termination notice to Nationwide and Empower Retirement. Approve a multi-year plan agreement between the City of Cocoa and ICMA-RC effective September 11, 2021 to September 10, 2026. (21-324). (Administrative Services Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1268 Amherst Ct., be reduced to $1,300.00 as recommended by the Code Enforcement Board. (21-320). (Police Chief)

2. Review State of Florida Executive Orders Number 21-101 and 21-102 invalidating all emergency order issued by a political subdivision of the State due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses and suspending, eliminating and superseding all remaining local

government mandates and restrictions upon businesses and individuals based on the COVID-19 State of Emergency and take action necessary regarding the local face covering emergency Ordinance No. 13-2020, Resolution No. 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (21-345). (Assistant City Manager)

VIII. City Business:

1. Adopt a Resolution to create an Upstart Cocoa Minority and Small Business Program, approving the Upstart Cocoa Policies, Procedures, and Conditions and granting the ability to execute an agreement with weVENTURE WBC. (20-596). (Community Services Director)

2. Approval of RFP# P21-19-COC, a Request for Proposals for the purchase of real estate and development of 915 Florida Avenue scheduled to be published on Vendor Link on April 20, 2021. (21-294). (Community Services Director)

Multi-Year Contracts:

None.

X. Reports:

- Advisory Boards and Committees
- City Manager & Administration
- City Attorney
- City Council

XI. Adjournment:

XII. Notice To The Public:

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-335

File ID:	21-335	**Type:**	Minutes	**Status:**	Minutes
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/30/2021
Subject:				**Final Action:**	

Title: Approve the Minutes for the Regular meeting of April 13, 2021, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	04-13-2021 MINUTES ADA.pdf, EXHIBIT A-Photos presented by G. Stoll.pdf, EXHIBIT B-FY20 Final AFR Presentation to Council.pdf, Blanco-New eComment for City Council.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
Regular Meeting of The City Council

April 13, 2021

A Regular City Council Meeting was held on Tuesday, April 13, 2021, 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.

Pastor Randy Alonso provided the invocation and Gregg Stoll led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Trevor Roth, Helpdesk Support Tech; Mitch Lawyer, Technical Services Supervisor; Angela Essing, Economic Development Manager; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 13, 2021 (21-245)

2. Minutes: (a) Regular Meeting of March 9, 2021 (21-246)

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to approve the agenda as amended to remove Consent Item V.7 from the agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to approve the minutes for the Regular meeting of March 9, 2021 with the following notation for the record: he advised that he made an error in that he referenced that he spoke to City Council daily, but he meant he spoke to City staff daily.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: Proclaiming April 2021 as "Water Conservation Month in Florida." (21-248). (Mayor Blake)

   Mayor Blake read the proclamation into the record.

2. Proclamation: Proclaiming the First Thursday of May as the "National Day of Prayer". (21-249). (Mayor Blake)

   Mayor Blake read the proclamation into the record.

IV. Delegations:

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, National Action Network, spoke about police reform. He mentioned Florida Statute 112.553 and what it stated. He asked for investigative powers for the Police Advisory Board and in both Tampa and Orlando they have this power. He spoke about a meeting he had with the City Manager regarding investigative powers.

Ms. Sharon Spikes, on behalf of Dorothy Hall, 1040 Peachtree, voiced concerns with the homeless that have gotten very comfortable in the area of 1043 Peachtree Street. Trash is accumulating and they are staying all night in the area. Additionally, they are using the bathroom and putting clothes on the fence next to

the church. She felt a solution would be to cut some of the tree limbs. She has photos and provided those to Mayor Blake and the Deputy Mayor (District 1). She requested that this be looked into.

Jo Shim, 4010 Dakota Avenue, Cocoa, stated she was honored to be a part of the Mayor's Fitness Challenge Awards Ceremony with Mayor Blake. He was one of three mayor's who attended and she presented him with a certificate. She noted that 279,000 minutes were completed for Team Cocoa and they were commended for having the largest number of participants on the Facebook group. She thanked everyone for getting behind this challenge and the Sustainability Advisory Board for their support and promoting the event.

Mayor Blake thanked her for her leadership and he thanked council and staff for their help and participation as well.

Jennifer Kenny, 1917 Quail Ridge Court #1901, Cocoa, thanked Council for her recent appointment to the Sustainability Advisory Board. She watched the last meeting and was aware that a citizen had a strong opinion of her appointment. She stated she is not afraid to share her opinion and was not afraid to be involved. She chooses her friends wisely and she thanked Council again.

Jennifer Riggs, 1629 Indian River Drive, Cocoa, announced that on April 24th the Brevard Heritage Council will host a walk through Cocoa Village from 10 am until 2 pm. It will start at the Florida Historical Society. This will run every thirty minutes with nine stops along the way. She asked the City for help from Ms. Horst in regards to videoing some of the costumed people on the tour. She was also reaching out to the African American community for volunteers to share stories. She invited all to attend if they were able.

Gregg Stoll, 2203 Salem Drive, Cocoa, shared slides of photos from the Cocoa Conservation Area[1] and he spoke about the dedication of this in January, 2011. He showed where the conservation area was located and spoke about a group hike that he hosted on Saturday as a part of the Space Coast Audubon Society. He further thanked Mr. Smith, Mr. Fuhrer, and Mr. Terrell in Public Works for the removal of some of the pepper trees and Interim Chief Hankins for their help in the apprehension of a suspect in the area. Mayor Blake mentioned the correct name of the lake in the area was Lake Diane.

[1] EXHIBIT A: Photos presented by G. Stoll

Sara Conkling, 1305 S. Lakemont Drive, Cocoa, spoke in regards to the two grocery stores, Harvey's and Save-A-Lot, and provided a few positive ideas for Council to consider. First was to subsidize bus fare on Route 6 and the second was to have a Farmers Market in the area from Feeding Florida. They double food stamps at these markets. It is a fantastic program and could be done at one of the grocery store sites. Lastly, she thanked the Fire Department for responding to her area lately in regards to calls.

Cynthia Green, 1925 Exeter Drive, Cocoa, was addressing the shooting on November 13, 2020 on Ivy Lane and Stetson. She was related to one of the boys killed in the car. She asked why they have not heard anything from the Sheriff's office of Cocoa Police Department and why no one is helping them. They have not been offered counseling or anything. The boys did not steal the car and she wants justice and help. She further asked why the officer was still on administrative leave. She reiterated that no one is trying to help and has lived here all of her life.

Mayor Blake pointed out that Ben Crump was at Provost Park and recommended she contact the State Attorney, Phil Archer. He also recommended for them to reach out to the Chief of Police, the City Manager and her Councilmember. Lastly, he recommended Florida Today as Mr. Gallup has been productive in multiple media areas as well.

City Manager Whitten agreed that the City could reach out for some counseling services for the family.

Deputy Mayor Goins stated he was born and raised here and the notion that the City does not care is not true. There have been many dealings with this case but it is out of their hands. He noted everyone is hurting and we have all worked as hard as they can for the case but there are parts of it that they cannot help with.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to extend Delegations for ten minutes.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ella Adams, 1101 Mitchell St., Cocoa, spoke in regards to her cousin, former Mayor Jake Williams, Jr. who recently passed. She cannot understand how Larry Sinclair could get the autopsy reports from the medical examiners' office and how

he could post them on Facebook. He also spoke about Mr. William's married life on Facebook. She felt it is sad that he got the information and it was put out there.

Terrence Thomas, 704 Rosa L. Jones Drive, Cocoa, was also concerned about the information posted about Mr. Williams and about what should be read in front of City meetings. He also spoke about his cousin who was shot by BCSO. He knows it is not the City but it happened in the City limits. They have to stop people from coming in from out of town and doing things. There should be a limit and he wanted to know what the City was planning on doing about all of this stuff.

Councilmember Koss spoke in regards to Cynthia Green and the incident and asked if Council could write a letter to the State Attorney asking for a timely response. At least they could make it known respect was wanted for Cocoa's citizens.

Mayor Blake asked the City Attorney if it was proper to do that and in response, City Attorney Garganese advised that if Council wanted to craft a short letter expressing sentiments of what they heard they could do that.

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to craft a letter expressing Council's sentiments about the situation to Phil Archer.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake asked the City Attorney and City Manager to write a letter based on what was heard here tonight.

Larry Brown, 1720 Cogswell Street, Rockledge, spoke in regards to the City's mission and the Harry T. Moore Center. He mentioned he has written four letters in the last four months to Public Works and always get excuses. Additionally, he sent a letter to the Public Works Director last week and he did not respond. He then sent a letter to the Mayor, Assistant City Manager, and City Manager and got a respond in ten minutes. He asked why a request was needed to manicure a lawn. He was at the Civic Center yesterday and there were four people trimming hedges. He was tired of being neglected.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution to Commit Funds in the General Fund Balance to Decrease the Stabilization Reserve for Fiscal Year 2021. (21-251). (Finance Director)

2. Accept proposed Joint Stormwater and Potable Water Main Improvements Project Between the City of Cocoa and the City Cocoa Beach along McNabb Parkway (McNabb Parkway Water Main Replacement), Project No. WS21MR, to Gregori Construction Inc., Titusville, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF# 21-063-T in order for the City of Cocoa to proceed with the Joint Project. (21-258). (Utilities Director)

3. Approve a Resolution Amending the FY 2021 Budget to Reallocate Funds Due to Increased/Unexpected Expenditures at the Dyal WTP; BAF #21-065-T. (21-262). (Utilities Director)

4. Approve the FY 2020-2021 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $551,358.03 and Approve a Resolution Amending the FY2021 Budget, BAF#21-067-A. (21-265). (Community Services Director)

5. Approve the Third Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC. (21-268). (Community Services Director)

6. Approval of Resolution 2021-24, Adopting “Cirrus Drive” as a Street Name for the Cirrus Apartment project. (21-271). (Community Services Director)

7. Approval of Resolution 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (21-272). (Community Services Director)

8. Approve a Resolution Amending the FY21 Budget (BAF # 21-069-A) for additional project funding in the amount of $85,000 related to Bid 20-06-COC to Parkit Construction, Inc.; Authorize the City Manager, City Attorney and Public Works Director to finalize and execute final settlement documents with Parkit Construction, Inc. and seek reimbursement with FDOT for eligible project expenses. (21-293). (Public Works Director)

(B) Multi-Year Contracts:

9. Approve Bid No. B-21-10-COC, Ammonium Sulfate, to Hawkins, Inc., 2263 Clark Street, Apopka, Florida, for the Purchase of Ammonium Sulfate; To Approve as a Multi-Year Contract from FY2021 through FY2023 with Two (2) Additional One (1) Year Extensions; To Authorize the City Manager to Execute the Contract and future renewals, purchase orders, change orders, and amendments to the contract. Approve a Resolution Amending the FY21 Budget BAF# 21-062-T. (21-188). (Utilities Director)

10. Approve entry into multi-year agreement with Kronos for the Workforce Telestaff application. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (21-275). (Fire Chief)

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approve on 2nd and Final Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (21-202). (Community Services Director)

Ms. Bunt provided a brief background of this ordinance and Mayor Blake noted this was approved by the Planning & Zoning Board on March 3, 2021 and Council approved on first reading on March 23, 2021.

Attorney Garganese read Ordinance No. 02-2021 into the record, by title only as follows and advised that this was second and final reading of the ordinance.

ORDINANCE NO. 02-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF

COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to approve on second reading, Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve on 2nd and Final Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (21-206). (Community Services Director)

Ms. Bunt pointed out that this ordinance would allow townhouses and single-family homes in special districts.

Attorney Garganese read Ordinance No. 04-2021 into the record, by title only as follows and advised that this was second and final reading of the ordinance.

ORDINANCE NO. 04-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ALLOWING TOWNHOUSES AND SINGLE-FAMILY HOMES AS A

SPECIAL EXCEPTION USE WITHIN THE CORE COMMERCIAL AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT; AMENDING THE WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR HOUSE BUILDING TYPES ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to approve on Second reading, Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve on 2nd and Final Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (21-216). (Community Services Director)

Ms. Bunt mentioned this was another clean up, because when it was rezoned prior it was one parcel and now is three parcels, making it consistent.

Attorney Garganese read Ordinance No. 06-2021 into the record, by title only as follows and advised that this was second and final reading of the ordinance.

ORDINANCE NO. 06-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF A 9.33 ACRE PORTION, MORE OR LESS, OF THREE (3)

PARCELS OF REAL PROPERTY, LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-10 (LOW-DENSITY SINGLE-FAMILY AND MULTIPLE-FAMILY DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to approve on Second reading, Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve on 2nd and Final Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa "Low Density Residential" to City of Cocoa "Medium Density Residential". (21-233). (Community Services Director)

Ms. Bunt mentioned this was in regards to one of the three parcels that the council just rezoned.

Attorney Garganese read Ordinance No. 05-2021 into the record, by title only as follows and advised that this was second and final reading of the ordinance.

ORDINANCE NO. 05-2021

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 A 7.61 ACRE PORTION, MORE OR LESS, OF ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, BEING LEGALLY

DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Mayor Blake opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve on Second reading, Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa "Low Density Residential" to City of Cocoa "Medium Density Residential".**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members. (21-283). (City Manager)

City Manager Whitten noted that at March 9, 2021 staff was directed staff to draft an ordinance establishing term limits of 9 years for board members.

Attorney Garganese read Ordinance No. 07-2021 into the record, by title only as follows and advised that this was second and final reading of the ordinance.

ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese advised that a couple of letters were received in regards to this ordinance and pointed out that it expressly states when provisions of board terms are pre-empted by statutes, those prevail.

Mayor Blake opened the hearing to the public.

Jim Gifford, 2807 Tulane Drive, Cocoa, stated two letters were attached to the agenda, one from the General Employees' Pension Fund and one from the Police Pension Fund. Police is under Florida Statutes and both of those boards are laid out with the same ideas. His interest is the Code Board, of which he has been a long-time member. Since 2017 they have lost four members. He asked that this Board be exempt from this ordinance. If this were to pass, it would result in three members being termed out. He felt it best to have this board exempt from this ruling and the Florida Statute that Code operates under. He reiterated his request for this board to be exempted as well as any others that needed to be.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, and a member of the Planning & Zoning Board felt this should be postponed. Mr. Gifford has a wealth of knowledge as well as others like Capt. Ed Lanni and George Brown, Jr. He was aware that Council can override term limits if needed and he further feels that if a councilmember has a spouse on a board they should be asked to step down immediately, and not be able to finish their term out. Lastly, he felt that the alternate positions should be addressed as well, as they were created to fulfill vacant positions.

There being no further response, the public portion of the hearing was closed.

Deputy Mayor Goins announced that he was against this ordinance when it was introduced. He assured everyone that no one would be forced out of their seats if open seats were available. Council will continue to appoint and reappoint as they do now. They appreciate that people volunteer for the City for so many years and now we have interest coming from those attending the Citizen's Academy.

Mayor Blake further pointed out that some boards require a lot of experience and he did not know why this ordinance was needed when you invite people to volunteer.

Councilmember Koss advised that this provides the opportunity to increase civic engagement and many are wanting to volunteer with this success of the Citizen's Academy. Vacant positions are advertised as well. As a councilmember, she felt that you feel the pressure to reappoint and feels that whatever was done, they needed to increase their appreciation to Board members.

Attorney Garganese stated that the statute does apply in regards to the Code Board but in his opinion the board is not pre-empted from this term limit ordinance. He agreed it is a special board and it is the only board that imposes fines.

Councilmember Koss believed that in terms of the Code Board, Council would have the good sense to keep those members. She was still in support of this ordinance.

Mayor Blake spoke in regards to acknowledging volunteers.

Councilmember Dyal shared his history of serving on boards and felt that this was the wrong thing to do.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve Ordinance No. 07-2021 on Second and Final Reading.**

AYES: Goins, Hearn, Koss

NAYES: Blake, Dyal

THE MOTION CARRIED (3-2)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 122 Rosa L Jones, be reduced to $1,336.81 as recommended by the Code Enforcement Board. (21-243). (Interim Police Chief)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Donation Application for Cocoa Youth Athletics, Inc. in the amount of $1,000. (21-264). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2020. (21-267). (Finance Director)

Joel Knopp, with MSL CPA's and Advisor's, provided a presentation[2] regarding the CAFR. He explained the specific elements that go into the audit and the required communications for such.

He spoke in regards to the auditor's report on financial statements and the report on internal control over finance reporting, as well as compliance and other matters.

Mr. Knopp announced that Ms. Bowman was assigned to oversee the process and this report is due to a lot of hard work with City staff.

He stated that a clean opinion was issued and compliance related reports were provided.

Financial highlights of the CAFR were reviewed which included a city-wide analysis, the general fund, and the proprietary fund (water/sewer). All of these were healthy balances.

He thanked Ms. Bowman and her team as well as other staff for helping with this.

Mayor Blake thanked him for the detailed and concise presentation. He commended Ms. Bowman and staff as well as the City Manager and City Attorney.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2020.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (21-285). (Assistant City Manager)

Mayor Blake asked for this to be extended for 90 days[3].

Attorney Garganese advised that no action was needed and it would automatically extend for 90 days.

5. Consideration of Resolution No. 2021-029, designating a portion of S.R. 520 as the Sgt. George Lee Taylor, Sr. Memorial Highway. (21-288). (City Manager)

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2 EXHIBIT B: CAFR Presentation

3 Councilmember Koss left the meeting at 7:34 p.m.

Mayor Blake voiced his support for this resolution.[4]

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Consider the Reappointment of Marlene Weiss & Jennifer Riggs as members of the Sustainability Advisory Board through February, 2024. (21-289). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the reappointments.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve the establishment of the City of Cocoa Roadside Memorial Marker Program Policy. (21-256). (Public Works Director)

Mayor Blake announced that he was in favor of this policy.

Mr. Smith explained the policy and that it would be similar to what the county does. An application would be needed and it would all go through Public Works. They would also install the signs.

Miriam Moore, 1910 Furman Court, Cocoa, was in support of the project, as her mother was killed on Dixon Boulevard and her daughter was killed in a motorcycle accident on S.R. 520. There was nothing done and there has been no closure for the family. She would like something for her grandson to remember his mother (her daughter) by as well.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item. The motion was opened for discussion.**

Councilmember Hearn was one of the responders at the scene and expressed his sympathies.

[4] Councilmember Koss returned at 7:36 p.m.

Councilmember Koss requested that staff have a event or press release to inform people about this program.

* **Mayor Blake amended his motion to include the announcement of the Road Marker program.**

City Manager Whitten asked for clarification as to what Council was requesting.

Councilmember Koss clarified that she would like a press release done and to mention the inspiration for the policy which was the passing of Ms. Moore's mother. When the marker was put up the family could have a commemoration of their own.

City Manager Whitten advised that a family submits the application, once approved, Public Works will have the marker created and installed. Then there will be a chance for the families to have a ceremony once installed.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of the proposed loan terms and conditions for the "Local Government Area of Opportunity" funding in the amount of $354,000 for the Retreat at Cocoa Commons Senior Affordable Housing Project; and Authorize the City Manager to finalize and execute required legal documents. (21-274). (Community Services Director)

Ms. Bunt noted on October 23, 2019 Council approved this project and it helped them boost their application to the Florida Housing Corporation. She noted this project was located west of Publix. She further outlined the terms being proposed for the loan and advised that the City could not place a lien on the property.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the establishment of the City of Cocoa Logo Use Policy. (21-291). (Assistant to the City Manager/Public Information Officer)

Ms. Senger noted this was a policy regarding the use of the City's logo. This would require permission to use our logo.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Policy.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Authorize the City Manager to finalize and execute a forgivable loan Agreement with Medearis Foods Inc. dba Cocoa Save A Lot at 1208 Dixon Blvd. utilizing American Rescue Plan Act funding. Approve staff to perform all necessary budget actions related to this agenda item. (21-292). (Community Services Director)

Ms. Bunt advised that Save-A-Lot has been a staple grocery store in Cocoa for many years. Ms. Essing and City Manager Whitten have spent many hours trying to get support for this item.

Mayor Blake voiced his support for the request.

Mark Medearis, 1208 Dixon Blvd., stated that they had to close down the store but would like to stay in the community. There are many in that area without transportation to stores.

Pastor Errol Beckford, Pastor of Celebration Tabernacle Church, 1010 Dixon Blvd., pointed out that Save-A-Lot has been a cornerstone on Dixon Blvd. If you live in Cocoa you know about it and it is important because of the people who live in that area. Many of them use that store. He was excited to see the City's interest in this and the jobs created there will help grow the city.

City Attorney Garganese advised that the agreement was presented in a form that Council can approve this transaction.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item.**

Councilmember Koss thanked Ms. Essing and the City Manager for moving so quickly on this and would also like staff to look into the change for SCAT's route 6.

Mayor Blake asked the City Manager to come back with a presentation regarding bus service.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Whitten advised that this came up quickly and the idea was hatched through the American Rescue Funding. This was one of those businesses affected by COVID-19. Ms. Essing worked directly with the family and deserves a lot of the credit. The City Attorney worked on the legalities and Ms. Bowman worked on a

structure that was something the City could work with. This is what we are in government to do and if you cannot feel good about this then you cannot feel good about anything.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Fire Incident Summary Report for March 2021. (21-276). (Fire Chief)

X. Reports:

City Manager Whitten advised he has been in the business over 30 years and feels they have made progress over six months. He believes that every operational issue or request in regards to the Joe Lee Smith Center or Moore Center have been responded to in a timely manner. In the defense of Mr. Smith, he has the skill, potential, and empathy and if there are any issues in regards to the city's response, he asked that those come through him. Those are his observations and he is committed to public service.

Mr. Walsh reported that the Dyal Water Treatment Plant has converted its treatment process back to chlorine and that was done this past Saturday. They should be back to normal within the next few days.

He further mentioned that a Notice of Violation was posted for a contaminant which is required to be tested for. They did not violate anything, they just did not do it enough. DEP is strict and as a requirement it must be reported to the public. There are also notices in bills, in the newspaper and on the website. He stressed that the water has always been safe to drink and nothing was found in the water, they just have to do the testing, so he wanted to notify Council.

Interim Chief Hankins advised that recently he announced that the police department was getting prepared to go through the accreditation process. Last week that was completed and there was only one minor correction to a policy. They are recommending that the Police Department be reaccredited for a fifth time.

Lastly, he spoke about the Save-A-Lot item and that there are very few spots in Cocoa that you can drive by and say that is the same as it was when you were a kid. He grew up here and that location has always been a grocery store. He believed it was nice to see the City being committed to keeping it in the city.

Chief Lamm provided an update on COVID-19. There have been 38,547 cases in Brevard County with 831 deaths. In the City of Cocoa there have been 3,520 with 41 active positive cases. He provided the total of vaccines that have been given to date in Brevard County as well as those that have had both vaccines.

Councilmember Koss spoke in regards to the SJRWMD meeting held in Chambers earlier in the day and they could not stop talking about how wonderful the facilities were.

She advised that the Economic Development Commission of the Space Coast announced a program to become a Certified Production Technician. One of the locations that this program is being held at will be the Brevard County Adult Education Center on Clearlake. More information can be found at spacecoastedc.org/CPT.

She further announced that the Space Coast TPO will be embarking on a Resiliency Master Plan. She noted that with this we will see more about resiliency and how it impacts roads. Additionally, they have started a webcast on Thursday, April 15th and this will be about Trailblazing. More information can be found at spacecoasttpo.com.

Councilmember Koss thanked Mayor Blake for the Cocoa Conservation Area Management Plan and feels that this plan encompasses a lot. She knows that there is a lot of wisdom in this plan.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to have staff bring back a review and presentation on the main points of this plan.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Additionally, Councilmember Koss spoke in regards to National Arbor Day which is April 30th and reminded everyone that we are part of Tree City USA. She suggested a beauty contest for trees.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to have staff bring back a campaign with two goals: 1) to promote the fact that**

we have a Tree City USA designation and 2) that we educate citizens on the value of trees.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Lastly, she mentioned that picnic tables at Lee Wenner Park had been removed due to a homeless issue and she hoped it was time to start using that pavilion again.

City Manager Whitten stated he would bring this issue back to the workshop with the other information regarding parks.

Councilmember Hearn announced that this first Town Hall will be on April 20th at 6 p.m. at Endeavor Elementary.

Councilmember Hearn announced that he will be traveling to Tampa for the Florida League of Cities Institute of Elected Officials Conference 2021, May 6-9, 2021, which will take place at: The DoubleTree by Hilton, 3050 North Rocky Point Dr. West, Tampa, FL 33607. He will be leaving on Thursday, May 6th and returning on Saturday, May 9th. The estimated cost of the trip, including registration, hotel reservations, mileage, parking and per diem will be around $1,035.00. This is budgeted under Council's travel and per diem account.

Deputy Mayor Goins saluted Ms. Senger and Chief Lamm in regards to a conversation with a resident. He commended both of them for fighting for the citizens of Cocoa.

He mentioned that last Saturday there was a Wealth Investment Workshop at the Joe Lee Smith Center and it was a nice event.

He requested a night life in Cocoa Village Workshop to be held.

Councilmember Dyal spoke of his and Mayor Blake's attendance at the car show this past weekend. There were over 150 cars.

On Sunday, he attended the Day with Your Dog Event and there were about fifty people in attendance. It was a nice event as well.

Lastly, he mentioned a new restaurant in the Publix shopping center, Tequila 21. The food is great.

He thanked staff for doing a great job.

Mayor Blake voiced his appreciation for Mr. Smith and mentioned the traffic lights on Fiske Blvd.

He spoke of his attendance with Merritt Island Presbyterian Church and Bishop Hatcher, and the great time he had, as well his attendance at the Mayor's Challenge event with Ms. Jo Shim.

It was mentioned that vaccines were given at the Joe Lee Smith Center and the Travis Tritt concert made $42,000 for the Boys and Girls Club.

Mayor Blake further spoke about the rain this past Sunday and that there were homes affected off of Lucas Lane. He asked that we embrace all of this information and keep an eye on things as hurricane season is approaching.

Lastly, he shared his appreciation for staff and that we are all Cocoa strong.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the regular meeting of April 13, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:27 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Cocoa Conservation Area



10 Year Anniversary

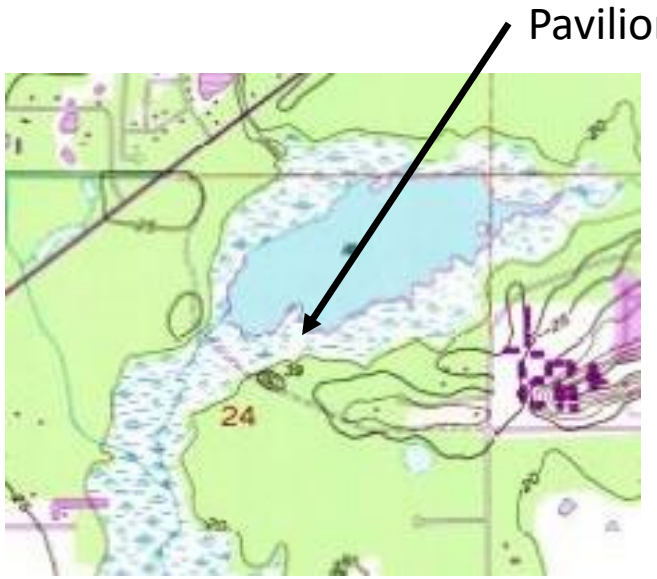
Dedicated

January 2011

EXHIBIT A: Photos
presented by G. Stoll

Located on a Sand Hill Ridge

From the Sharpes Topographic Map, the Picnic Pavilion is ~ 39’ AMSL, and includes a section of Xeric Scrub ecosystem.





Group Hike

On Saturday I had the opportunity to Co-Lead a group of twenty members from the Space Coast Audubon Society on one of their Field Trips.

We had members from all of Brevard County and a new member even came over from Orlando. He is in the process of relocating to Carlton Terrace.

The group left with a great impression of what I call “Cocoa’s Hidden Jewel”, all were very complimentary and Bert commented on the improvements to the park since out trial hike in December.

A big thank you to Matt F, Bryant S., Kennith T. and all the guys at Public Works!



Bert Alm, Field Trip Coordinator, Space Coast Audubon Society, was instrumental in getting this on their schedule.



Gopher Tortoise (Gopherus Polyphemus)

Pileated Woodpecker

The highlight of the hike for the group was finding a Pileated Woodpecker Nest with both adults and young!





Photos © Wayne Archard

Also;

April 10th has been designated as **“Gopher Tortoise Day”** by the Gopher Tortoise Council



As there are a number of Tortoises living at both the Cocoa Conservation Area and behind the Brevard Museum of History and Natural Science, I would be interested in working with the city to make a special event for next years anniversary?

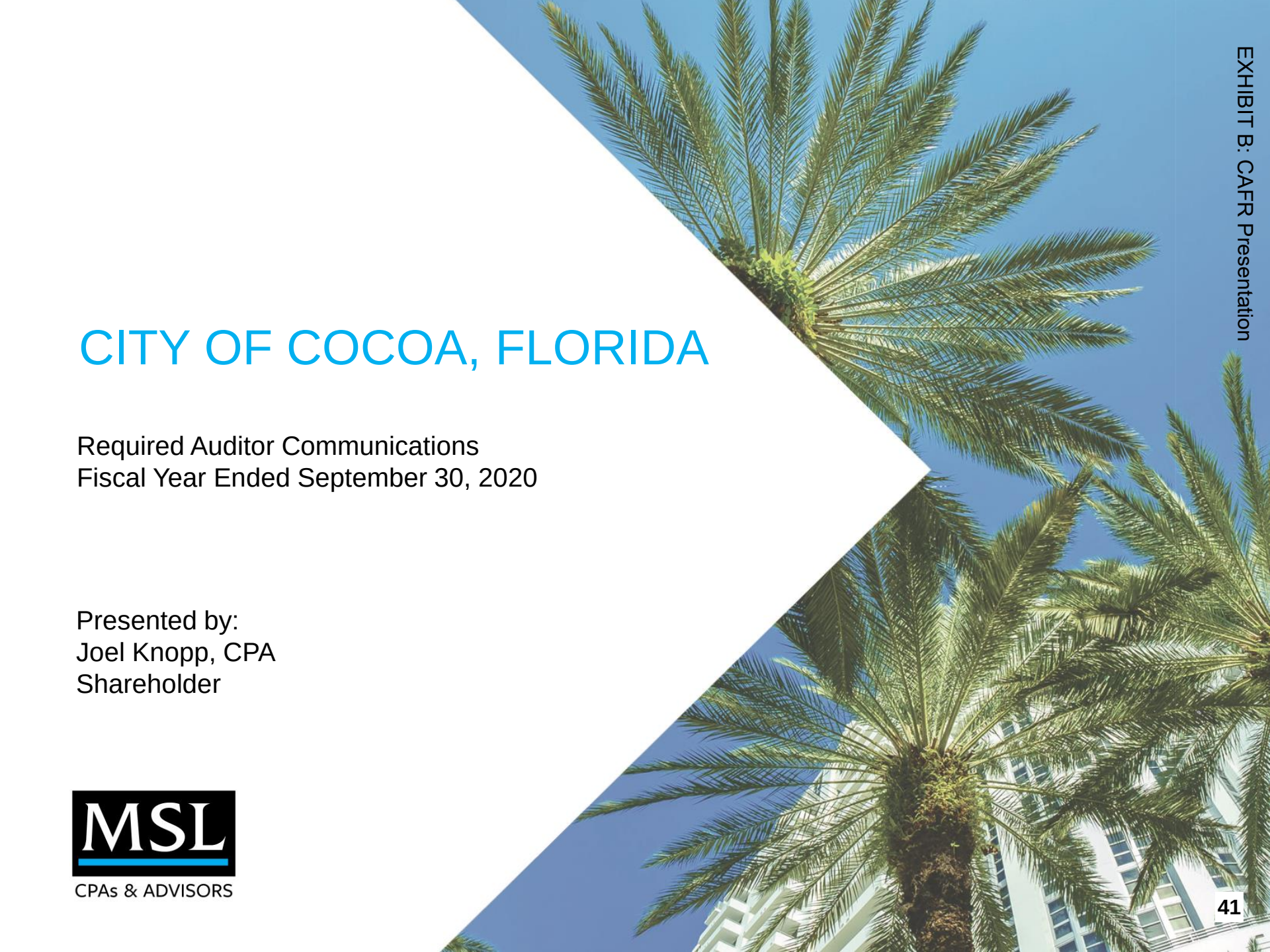


The Future;

Aside from Audubon wanting to add the CCA into their Field Trip rotation for the fall, but I've been in contact with the Turtle Coast Sierra Club. They are under tighter Covid-19 restrictions from national, but also want to setup a Nature Hike for the fall.

All of this exposure is providing a positive image for our great city and I'm proud to be a participant.

Thank you,,,



CITY OF COCOA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2020

Presented by:
Joel Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS

AUDIT OVERVIEW

Required Communications



- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

Services and Deliverables



Auditor's Report on Financial Statements (Pages 15-16)

- Unmodified Opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 187-188)

- No current year findings

Services and Deliverables *(Cont.)*



Auditor's Management Letter (Pages 189-190)

- No management letter comments

Independent Accountant's Report (Page 191)

- No investment compliance findings

Services and Deliverables *(Cont.)*



Auditor's Report on Compliance with Major Federal Programs and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards (Pages 193-195)

- No compliance findings related to major grants
- No internal control over compliance findings related to major grants

FINANCIAL HIGHLIGHTS

City-Wide Analysis (Pages 30-31)



	Governmental Activities		Business-type Activities	
	2020	2019	2020	2019
Total Assets & Def Outflows	$107.4M	$101.0M	$332.6M	$317.4M
Total Liabilities & Def Inflows	$76.9M	$73.2M	$151.6M	$151.2M
Net Position:				
Net Investment in Capital Assets	$34.9M	$29.5M	$144.8M	$142.4M
Restricted	0.9M	1.0M	27.8M	11.4M
Unrestricted	(5.2M)	(2.7M)	8.3M	12.4M
Total Net Position	$30.6M	$27.8M	$180.9M	$166.2M
Unrestricted NP as a % of Total Expenses	(13.3%)	(6.4%)	15%	23%
Change in Net Position	$2.7M	$(2.0M)	$14.7M	$9.9M

MSL

General Fund (Pages 32 and 34)



	2020	2019
Total Assets	$31.5M	$29.0M
Total Liabilities & Def Inflows	$4.0M	$3.4M
Fund Balance:		
Nonspendable	$1.4M	$1.7M
Restricted	0.1M	-
Committed (includes stabilization fund)	12.3M	12.3M
Assigned	8.8M	6.2M
Unassigned	4.9M	5.4M
Total Fund Balance	$27.5M	$25.6M
Unassigned FB as a % of Total Expenditures and Transfers Out	13.7%	12.3%
Net Change in Fund Balance	$1.8M	$(7.2M)

MSL

General Fund Budget (Pages 115-117)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	$25.6M	$25.6M	
Total Revenues & Transfers In	38.5M	39.5M	$1.0M
Total Resources	64.1M	65.1M	
Total Expenditures & Transfers Out	40.8M	37.7M	3.1M
Ending Fund Balance	$23.3M	$27.4M	
Net Change in Fund Balance	$(2.3M)	$1.8M	$4.1M

MSL

Proprietary Fund – Water and Sewer (Pages 36-39)



	2020	2019
Total Assets & Def Outflows	$326.1M	$311.1M
Total Liabilities & Def Inflows	150.9M	150.4M
Net Position:		
Net Investment in Capital Assets	140.0M	137.6M
Restricted	27.3M	11.4M
Unrestricted	8.0M	11.6M
Total Net Position	$175.3M	$160.6M
Total Operating Revenues	$71.5M	$65.3M
Total Operating Expenses	49.7M	48.1M
Operating Income	$21.8M	$17.2M

MSL

Questions or Comments



From: noreply@granicusideas.com
To: Carie Shealy
Subject: New eComment for City Council
Date: Tuesday, April 13, 2021 10:42:52 AM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

SpeakUp

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: VI.5 21-283 Approve Ordinance No. 07-2021 on Second and Final Reading: Relating to Term Limits of Board members. (City Manager)

eComment: Good evening Mayor and Council, Thank you for the opportunity to comment on the agenda item V1.5 21-283. At the April 5th council meeting the council took the action to vote 3-2 in favor of term limits for Board members. At that meeting I shared my concerns with the intent of the ordinance. I felt it discouraged current board members by giving the impression that their service was no longer valued, especially the long term members who have served for many many years. I also shared that I understood the basis of the ordinance by encouraging residents who have never served on a board the opportunity to serve by opening up seats on various boards. After reading the letters from both the Police Pension Board and the General Employees Board I now have additional concerns that I had not thought of. These letters bring to light the complexity of changing an ordinance without considering all of the ramifications. In the best interest of all boards and it's members I ask that the council reconsider it's previous position and deny the approval of this ordinance as written. This would give the City Council opportunity to further discuss the possibility of term limits and how best to implement them in a fair and equitable fashion. Thank you, Jeri Blanco Cocoa, FL 32923

View and Analyze eComments

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-336

File ID:	21-336	**Type:**	Minutes	**Status:**	Minutes
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/30/2021
Subject:				**Final Action:**	

Title: Approve the Minutes for the District 2 Town Hall meeting of April 20, 2021, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	04-20-2021 Town Hall Minutes.pdf, Exhibit A_ Town Hall District 2 2021.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
District 2 Town Hall Meeting

April 20, 2021

A District 2 Town Hall Meeting was held on Tuesday, April 20, 2021 at Endeavor Elementary School, 905 Pineda St., in Cocoa, Florida 32922, as publicly noticed.

I. Councilmember Hearn called the meeting to order at 6:06 p.m.

Mayor Blake provided the invocation and Councilmember Hearn led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk
ABSENT:	Lorraine Koss	Councilmember

OTHER STAFF MEMBERS PRESENT:

Bryant Smith, Public Works Director; Nancy Bunt, Community Services Director; Samantha Senger, Assistant to the City Manager/PR Specialist; and Angela Essing, Economic Development Manager.

II. Welcome by Councilmember Hearn

III. Introductions of Council & Staff by Councilmember Hearn

IV. District 2 Improvements/Projects:

Councilmember Hearn gave a quick overview of the agenda for the evening. He invited Bryant Smith, Public Works Director, to give an update[1] on ongoing projects in the City.

[1] Exhibit A: District 2 Town Hall Meeting Presentation

Mr. Smith shared information about driver feedback (radar) signs and noted that they were recently installed on Pineda St. as part of the Pineda Street Reconstruction project. He added that they are a solar-powered low impact traffic calming solution and provide personalized feedback to each driver.

Park improvements within the City were discussed and Mr. Smith pointed out that Carl E. Anderson Park will be receiving new fencing and a playground replacement.

Lastly, Mr. Smith provided an update on the Fiske and Broadmoor Acres Stormwater project. He explained that the City is awaiting formal approval from FEMA, however this will help to address stormwater issues with a combination of front yard swales and new piping. This is a $3.1 million-dollar project with a possible seventy-five percent reimbursement upon completion. The construction timeframe is around two hundred and twenty days.

Ms. Angela Essing, Economic Development Manager, shared information on the Upstart Cocoa Small Business Program which is a program for minority or women owned businesses. She pointed out that this is a forgivable loan program and there are currently enough funds for two applicants. The program will be hand tailored to the selected applicants and the loan will be for ten thousand dollars. In order for the loan to be forgiven there are a few criteria that need to met such as the applicant will need to complete a community enrichment requirement and also stay in business for at least three years.

Ms. Essing also announced information regarding the American Rescue Plan. She noted that with the closing of Harvey’s and Save-A-Lot, the City jumped into action to try and incentivize them to stay. Although Harvey’s ultimately decided to close, the City is actively working to rescue Save-A-Lot.

A citizen asked if the City was aware of anything going into Harvey’s, as she heard a rumor that Food Lion was considering the location. In response, Ms. Essing stated that she was not aware of anything at this time but would look into it.

Ms. Nancy Bunt, Community Services Director, announced that the City’s new online permitting option was up and running and provided further details.

Deputy Mayor Goins asked if the City was still conducting virtual inspections. In response, Ms. Bunt explained that some inspections can be conducted virtually but some inspections must be done in person.

City Manager Whitten provided and explained the timeline for the police chief recruitment process. He mentioned the qualities staff was seeking in a new chief. He also shared that the new chief will live in the City.

Additionally, he elaborated on the process of the Selection Committee and pointed out various meetings held by the City which allowed for citizen input as well. City Manager Whitten provided a detailed background of the newly selected Police Chief, Evander Collier. He added that he will be starting with the City next week.

Redistricting was discussed and City Manager Whitten mentioned the Districting Commission which consists of five members appointed by each Councilmember and the Mayor. He shared a map of the current districts and explained why the redistricting takes place.

Mr. Smith talked about speed humps and pointed out that the City has a policy with specific requirements that will be available on the website soon.

A citizen mentioned an issue she is having at her house over by Mitchell Street and Pineda Street. She explained that people are not stopping at the stop sign and it is dangerous. In response, Mr. Smith noted that he would get with her to try and resolve the issue.

Ms. Bernice Cox, 701 Aurora St., asked about the requirements to have a stop sign or speed bump installed.

Jessie Smiley, 1101 Park Dr., shared that he is having an issue on Carolina Ave. with speeders. He asked for more police presence as well as “children at play” signs. Additionally, he inquired how he can get reclaimed water.

Ms. Tabitha Moore, 1102 Bellefonte Ave., added that she has issues with people speeding as well and is scared someone will crash into her house where her two children sleep.

Councilmember Hearn announced that the City is in talks of having sidewalks installed in the area so children won’t have to play in the street.

In closing, he thanked everyone for coming and encouraged more community engagement. He thanked Endeavor’s staff as well as City staff for helping to put together the Town Hall meeting.

. **The District 2 Town Hall meeting adjourned at 7:00 p.m.**

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Exhibit A



COCOA FLORIDA

WELCOME



AGENDA

- Welcome/Invocation/Pledge of Allegiance
- Introductions of Council and Staff
- District 2 Improvements/Projects:
  - Speed Detector Signs
  - FEMA Hazard Mitigation Grant/Fiske Blvd. Drainage Project
  - New Playground at Carl Anderson Park
  - Upstart Cocoa – Small Businesses Program
  - Save-a-lot re-opening
  - Online Permitting
- Other Topics
  - Cocoa Police Chief Announcement
  - Redistricting
  - Speed Hump Process
- Questions

PUBLIC WORKS UPDATES

- Driver Feedback (Radar) Signs
  - Recently installed on Pineda as part of the Pineda Street Reconstruction Project
  - Low impact traffic calming solution
  - Solar-powered
  - Provide personalized feedback to each driver
- Future Locations
- Why not install them everywhere?



COCOA FLORIDA

PUBLIC WORKS UPDATES

- Carl E. Anderson Park Improvements
  - New Fencing
  - Playground Replacement



- FEMA HMGP – Fiske and Broadmoor Acres Stormwater Project
  - Awaiting formal approval from FEMA
  - Will help to address stormwater issues with a combination of front yard swales and new piping
  - $3.1 Million Project with possible 75% reimbursement upon completion
  - 220 day construction timeframe

UPSTART COCOA SMALL BUSINESS PROGRAM

Team COCOA

Upstart Cocoa
- small business program
- community investment
- forgivable loan

Eligibility
- small business
- minority-owned and/or women owned
- for-profit
- new or relocating business
- 10% personal funding

Program Application
- business plan
- application
- community enrichment idea

weVENTURE
- 24-week program
- refined business plan
- successful completion of worksheet outlining funding needs

Funding
- based on weVENTURE worksheet outlining funding needs & priorities
- CRA Approval
- reimbursement

Successful New Business

Loan Forgiveness
- community enrichment completed
- 3 year deferred forgivable loan

weVENTURE
WOMEN'S BUSINESS CENTER at FLORIDA TECH
DEAN COLLEGE OF BUSINESS

Established Business Track*

Month 6	Wrap Up
Month 5	Planning for Growth
Month 4	Marketing/Sales
Month 3	Product/Service Development and Innovation
Month 2	Business/Operations Management
Month 1	Financial Performance

Start Up Business Track*

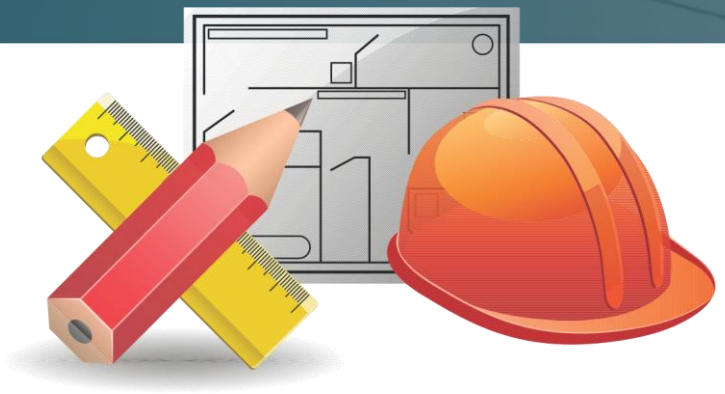
Month 6	Sales/Marketing
Month 5	Business Plan Refinement: Roadmap for Success Part 2
Month 4	Business Plan Refinement: Roadmap for Success Part 1
Month 3	Finance
Month 2	Business Management
Month 1	Intro/Business Essentials

**weVENTURE WBC will determine the track for the client during the vetting process. These topics and facilitation timeline is subject to change based on the needs of the Upstart Cocoa clients. However, the timeframe will remain the same – 6-months/24-weeks. This timeline is for demonstrative purposes only.*

2-8-21 AE

DRAFT

NEW ONLINE PERMITTING



COCOA FLORIDA

POLICE CHIEF RECRUITMENT

Timeline:

October 2020

Ideal Candidate Develop-ment (Survey of residents, Council, and PD employees)

November 2020 – February 2021

Recruitment

February - March 2021

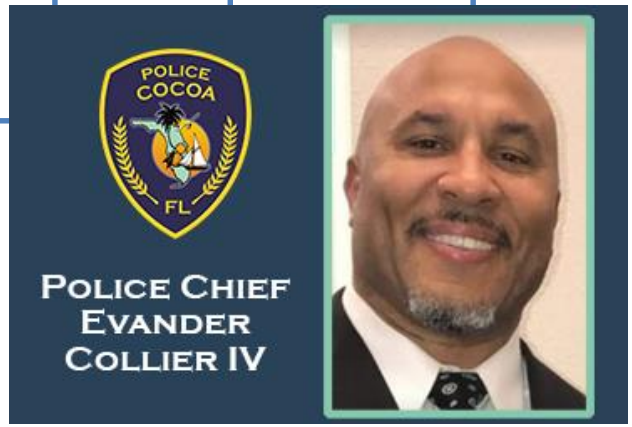
Candidate Evaluation

Citizen Committee Evaluation

Public Forums

April 2021

Candidate Selection



COCOA FLORIDA

PUBLIC WORKS UPDATES

- Speed Humps
  - City has a policy with specific requirements
  - Will one speed hump be enough?
  - Why are they a last resort?



City of Cocoa, FL - Speed Hump Policy August 2011

DEFINITIONS:

This policy shall apply to requests made by citizens for Speed Humps and other Traffic Calming Devices.

A. A SPEED HUMP is a rounded raised area of pavement typically 12 to 14 feet in length and often placed in a series 300 to 600 feet apart across all lanes of traffic.

B. A SPEED CUSHION is a modified SPEED HUMP with an un-raised path for fire trucks and ambulances through the hump.

C. A TRAFFIC CALMING DEVICE is an alternate method of slowing traffic and may consist of vertical or horizontal alignment changes, or narrowing of the roadway.

The following are minimum requirements for the installation of Speed Humps or Speed Cushions:

1. SPEED HUMPS or SPEED CUSHIONS may be permitted on local residential streets only if at least two of the four following minimum justifications are met:

A. The 85th percentile speed of traffic exceeds the posted speed limit by more than 2 mph, or

B. The 95th percentile speed of traffic is greater than 35 mph, or

C. The 24-hour two-way traffic volume is greater than 500 vehicles per day, or

D. Cut-through traffic observed from outside of the local neighborhood comprises more than 50% of the traffic during the peak hour of the day.

2. SPEED HUMPS or SPEED CUSHIONS will be considered by city staff on a case-by-case basis on city-owned commercial or "collector" streets with less than 2,500 vehicles per day.

3. SPEED HUMPS or SPEED CUSHIONS will not be permitted on "arterial" streets.

4. SPEED HUMPS or SPEED CUSHIONS will not be installed at any location unless 70% or more of the property owners within 500 feet of the proposed device(s) measured along the centerline of the street in each direction request installation in writing. A petition of support must be submitted with the request.

5. SPEED HUMPS or SPEED CUSHIONS will not be installed closer than 200 feet to an intersection, nor less than 300 feet apart.

6. SPEED HUMPS or SPEED CUSHIONS must be deemed minimally acceptable and may be installed at locations approved by the Fire and Police Departments only after concerns over response time and vehicle damage have been evaluated.

Traffic data will be collected by city personnel using city equipment after receipt of a written request and a valid petition. In the event that a requested location does not meet the minimum requirements as stated above, the request will be administratively denied in writing, to the designated representative with the reason for not meeting the required justifications. Staff may propose an alternate Traffic Calming Device. Subsequent requests for the same street or location will not be considered for a minimum of one year. If the installation does not meet at least two of the minimum requirements, the installation may be considered for approval by City Council if the requestor agrees to fully fund the installation.

The City of Cocoa Fire Department, Police Department, and Public Works Department must review and administratively approve all requests for SPEED HUMPS, SPEED CUSHIONS or TRAFFIC CALMING measures before being presented to the City Council. The city Council shall have the right to approve or deny the request at its discretion based on the minimum requirements set forth herein and any other factors relevant to the public health safety and welfare.

The streets division may allocate a portion of its annual budget for speed humps. The amount will be approved as a part of the annual budget process. If a project is recommended for approval by City staff and approved by the City Council, the City will determine financing of the construction. If all city funds have already been allocated, the request may either be funded by the requestor, or will be placed on a waiting list until funds become available in order of approval date. At the time the street is repaved, SPEED HUMPS or SPEED CUSHIONS may or may not be replaced at the city's sole option. If they are not replaced, justifications for replacement must be met using the above procedures.

QUESTIONS

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-337

File ID:	21-337	**Type:**	Minutes	**Status:**	Minutes
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/30/2021
Subject:				**Final Action:**	

Title: Approve the Minutes for the Regular meeting of April 27, 2021, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	04-27-2021 Minutes ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
Regular Meeting of The City Council

April 27, 2021

A Regular City Council Meeting was held on Tuesday, April 27, 2021, 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 6:05 p.m.

Rabbi Sanford Olshansky provided the invocation and Jack Masson led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember (attended via Teams)
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Interim Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Trevor Roth, Helpdesk Support Tech; Mitch Lawyer, Technical Services Supervisor; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 27, 2021 (21-302)

2. Minutes: (a) Regular Meeting of March 23, 2021 (21-247)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to amend the agenda by adding the reappointment of Joy Rutherford as a member of the Sustainability Advisory Board, Item VII.3, and to remove Item VII.1, as Cocoa High School Chorus will no longer be requesting the use of this facility.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to approve the Minutes as presented.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake recognized Interim Chief John Hankins for his thirty-year career with the City of Cocoa Police Department. Former Chief Cantaloupe was in attendance to help with the presentation. City Manager Whitten thanked him as well and noted he has been invaluable in terms of the selection process for the new chief and his knowledge of Cocoa is insurmountable.

III. Awards and Presentations:

1. Reading of Amanda Gorman's "The Hill We Climb" by Kyah Coleman, Cocoa High School class of 2021. (21-322). (Councilmember Koss)

   Councilmember Koss read a poem in the place of Ms. Coleman. "Let Us Cry" is the name of the poem.

2. Proclamation: "Proclaiming Friday, April 30, 2021 as Arbor Day". (21-304). (Community Services Director)

   Deputy Mayor Goins read the proclamation into the record.

3. Certificate of Recognition for "The Tulip Restaurant & Lounge" in recognition of their 40th Anniversary of Business in the City of Cocoa. (21-325) (Councilmember Dyal)

Councilmember Dyal recognized “The Tulip Restaurant & Lounge” for their 40th anniversary in the City of Cocoa.

Daniel, owner of “The Tulip Restaurant and Lounge” introduced his family and those in attendance. He provided a brief history of the restaurant and thanked all for being patrons of the business. They reiterated their thanks to the City and citizens and noted they will continue to succeed.

4. Update by Cocoa Rotary on special events. (21-287). (Cocoa Rotary)

Mr. Mike Arnold with the Cocoa Rotary thanked Council, City staff, and Leisure Services for their help with concerts that have been put on for the last seven years. He provided a history of the Boys and Girls Club on Dixon Boulevard. It was Cocoa Rotary’s mission to keep the Boys and Girls Club open.

This is a way to give back to businesses that support the city. He listed the concerts that have been held and how much of a profit they made on the events. All of the funds raised are put back into the community. Cocoa Rotary was founded in 1926 so it has had 95 years of service to the community.

He stressed they are here to help the City and they appreciate the City helping them. He further reiterated their thanks to city staff.

Councilmember Koss added that the Cocoa Rotary has adopted Provost Park and is doing quarterly cleanups. The next one will be this Saturday, at 9:00 a.m., and anyone is welcome.

Mayor Blake saluted all Rotarians and thanked them for investing in children in the community.

5. Presentation by EFSC Provost Sibley. (21-303). (Councilmember Koss)

Provost Sibley announced that Councilmember Koss attended a board meeting at EFSC and invited her to speak about the programs offered at EFSC. She advised she was the current Provost at the Cocoa campus. She spoke about all of the programs offered including workforce and technical programs along with Associate in Arts and Bachelors Degrees. She looked forward to working with the new Police Chief and welcomes any others to come by and learn more about what they have to offer to the citizens of Cocoa.

Mayor Blake announced that Cocoa High School has the largest number of AA graduates of all schools in Brevard County.

IV. Delegations:

Rabbi Olshansky, 3810 Murrell Road, Rockledge, Florida, is the interim Vice President of the Sister City. He advised that their president had to travel this week so he read a letter from Pastor Alonso. He pointed out that Beit Shemesh means "House of Sun" in English. On May 13th at 7 p.m. the Sister City Program will hold their first in person event since 2020. It will be at the Cocoa Civic Center and Mayor Blake will be in attendance. The most notable recent achievement was a joint Space Camp event in December, 2019. He noted that former Mayor Jake Williams was a big supporter and looked forward to continued support of the program.

Mayor Blake advised that his biggest concern was to re-establish the relationship with the Sister City.

Kathy Hamilton-Brown, 306 Edinburgh Drive, Cocoa, noted she received a call from the director at Clearlake Education Center and was asked if she knew anyone in the automotive business. She mentioned Mr. Johnny Fred Bailey and provided a brief history of him. She asked for the City's support by way of a letter addressed to Dr. Mullins in honor of a building at the Center to be named after him. She felt it was very deserving and would need the letter by the middle of May so it can be delivered on time.

Mayor Blake and all of Council were in support of this.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to get a letter in support of the building being named after Mr. Bailey at Clearlake Education Center.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Montray Anderson, 1003 N. Cocoa Blvd., Cocoa, is the founder of the POTS Foundation, Inc. He spoke of their mission and provided information to Council. They would like to utilize the old Joe Lee Smith Center for their foundation which would be to keep children off of the streets by providing services to them.

Stephanie Carter Gallon, 1003 N. Cocoa Blvd., and Owner of Dakota Detailing, Cocoa, thanked Council for the donation of the shade. She piggybacked off of Mr. Anderson's comments about the POTS Foundation going into the Joe Lee Smith Center. They would like to put in a boxing arena, basketball program, and build a better relationship with the community. She requested they read the proposal.

Mayor Blake mentioned that Deputy Mayor Goins had a request for an RFP for the use of that building and they need input from the community so he asked she and Mr. Anderson come to that meeting.

Deputy Mayor Goins announced it was decided to put that item on the second meeting of May.

Pat Chambers, 37 Derby Street, Cocoa, congratulated the Mayor because it only took eighteen days to approve and distribute $475,000 to save a grocery store. She spoke of the plan and noted that in the eighteen days they should have done their due diligence. She felt that they could have opened an ESOP grocery store which could have had a board of directors. By doing this they could have given sixteen people a chance for a future.

Frank Sullivan, 1705 Indian River Drive, Cocoa, felt it was interesting to hear from the residents who have been here all of their lives. He spoke of his attendance at a meeting that Councilmember's Koss and Dyal attended in District 4. That area has real opportunity that will make Cocoa better. He also noted that he was trying to get more interest from the Cocoa Rotary to see if they can help with the Brevard Museum.

Donna Kettner, 103 Derby Street, Cocoa, has been in business over thirty five years in the downtown. She spoke in regards to the noise ordinance and that music was still going on at 12:30 a.m. at night. She had the parents of the Commander from the recent launch in her store and believed that it is nice to see what this community has to offer yet we cannot come up with a solution for grease traps. They are pouring it into the drains behind her building again and this also pollutes the river. She will be vacating her business because she does not see anything being done. She believes it is sad and has a cliental that will miss her.

Anita Gibson, 451 Stone Street, Cocoa, requested a Cold Case unit in Cocoa. She was aware that the Sheriff's office has a unit and she spoke about her son's murder. She, along with other mothers and fathers, feel that their cases have been forgotten. She encouraged the new Police Chief to remain in contact with the family even if there is no new information. She wants something done to bring justice to her son's case.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to extend Delegations by fifteen minutes.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Aleck Greenwood, 640 Brevard Avenue, Cocoa, voiced concerns with the noise ordinance. The businesses are ignoring the peace that is usually in the Village. He never thought he would have to complain about noise. He had a breakfast meeting with the owners to talk about it as well.

Councilmember Hearn spoke in regards to the noise and assured him that Council cares and will seek further solutions. There will be a workshop held on this as well in the coming months.

Phyllis Moscoso, 2209 Catawba Drive, Cocoa, spoke in regards to the Brevard Museum and surrounding areas. She believes that a 501C3 seems to be the best option for the museum and a marketing plan would need to be established in order to know who they are partnering with. She felt tourists who come to the area would like this place to visit. She further spoke about the planetarium at EFSC and explained research that she did in regards to that. Lastly, she felt that the Tiger Den needed some attention.

Gregg Stoll, 2203 Salem Drive, Cocoa, recently expressed to Council why museums are important to him. He looks forward to both being reinvigorated and being re-opened to bring multi-cultural events to the area.

Marlene Weiss, 2415 Tulane Drive, Cocoa, is a business owner in Cocoa. Her health and the community's health has suffered with closures of the Cocoa Conservation area as green spaces are important. She felt that to have a closed gate in the community is demoralizing. She offered a request to Provost Sibley to open the gate on the side of the college so they can walk the loop around Clearlake as they have for many years. Ms. Weiss spoke about the pool at the college as well as the walls and felt it was demoralizing to see that type of neglect. Clearlake has been a place of recreation for many years.

Terrance Thomas, 704 Rosa L. Jones Drive, Cocoa, asked if there was anything that can be offered in the way of vocational classes as many have been taken out of schools. He further asked if retired workers could start a program to get kids off of the streets and try to help them.

Mayor Blake agreed that many of those programs were eliminated, however, this would be a School Board issue. He recommended he speak with Provost Sibley as well because EFSC offers programs.

Deputy Mayor Goins noted this was one of the reasons that he wants to save the old Joe Lee Smith Center as they can do things that Parks and Recreation cannot do because they are not built for those types of programs.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Change Order #1 to Purchase Order 77774 with Insituform Technologies, LLC to Provide Additional Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers, Project No. WS0904. Approve a Resolution Amending the FY21 Budget, BAF#20-070-T. (21-263). (Utilities Director)

2. Authorizing Staff to submit Renewal of Consumptive Use Water Permit (CUP) #50245 with St. Johns River Water Management District; In furtherance of the professional services required by the City to renew the CUP, Approve Task Order 2021-19 with Water Resource Associates for Consulting Professional Services to Assist the City of Cocoa with the Renewal of the Consumptive Use Permit (CUP) #50245; Approve de la Parte & Gilbert, P.A. as Special Counsel subconsultant for CUP Renewal Through the City Attorney's Agreement, by Exemption to Competitive Bid; and Authorizing the City Manager to approve and contract with Other Consultants as deemed necessary to support the CUP Renewal. (21-266). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from CST Industries, Inc. of Conroe, Texas, to Replace the Aluminum Dome Cover Parts for Both Sulfureator Tanks at the Wewahootee Water Treatment Plant; To Approve a Resolution Amending the FY2021 Budget; BAF #21-059-A. (21-269). (Utilities Director)

4. Council approval to apply as necessary for two types of grants through the Florida Fish and Wildlife Conservation Commission for the removal of eligible derelict vessels. Authorize the City Manager to administer the grant process. (21-273). (Public Works Director)

5. Approve a Resolution Amending the FY 2021 Budget, BAF # 21-068-A, for the Mid-Year, Budget Review and Cleanup, Through the use of Fund Balance Reserves, Contingency and Transfers between Object Classifications, within each Fund. (21-301). (Finance Director)

6. Approval of Resolution No. 2021-25, Adopting “Starship Drive, Calypso Way, Hyperion Way, Gemini Place, Cressida Lane, Cocoa Landing Way and Proteus Lane” as Street Names for the Arbors at Cocoa Landing Apartment project. (21-306). (Community Services Director)

(B) Multi-Year Contracts:

7. Approve the first amendment to Purchase Agreement with Underwater Engineering Services, Inc., C&D Construction Inc., Rush Marine LLC, and TSI Disaster Recovery LLC for Marine Construction Services (RFQ 18-15-COC). Authorize the City Manager to sign the first amendment effective June 22, 2021 through June 21, 2022. Authorize the City Manager to sign the second and final amendment effective June 22, 2022 through June 21, 2023. (21-254). (Public Works Director)

8. Approve Participation in a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Services to the Existing Sulfuraetors at the Wewahootee Water Treatment Plant Utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021 in the amount of $197,950; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $19,795 (approximately 10%) for a Project Total of $217,745, Project No. WS21WS; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-071-A. (21-270). (Utilities Director)

9. Approve a Multi-Year Contract with GARDA CL Southeast, Inc. for Armored Car Service and Authorize the City Manager to Sign the Contract. (21-286). (Finance Director)

10. Approve First Amendment to the Multi-Year Premier Power Services Contract between the City of Cocoa and Duke Energy Florida, LLC. (21-290). (Utilities Director)

11. Approve Multi-Year contract with Five9 in conjunction with Multi-Year contract with Verteks Consulting Inc. for the Utility Customer Service Call Center Platform. Utilize Standardization Purchase to exempt from Competitive Purchase. Authorize City Manager to sign and execute each contract. (21-319). (Finance Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Chief Lamm announced that there will be a vaccine site at Provost Park on Saturday, May 1st from 10 am until 7 p.m. The Johnson & Johnson vaccine will be given.

VI. Public Hearings:

None.

VII. Council Business:

~~1. Seek Council approval to waive fees associated with renting the Porcher House for the Cocoa High School Chorus special graduation recognition program on Saturday, May 15, 2021. (21-299). (Assistant to the CM/Public Information Officer)~~

- **This item was removed from the agenda.**

1.~~2~~. Approval of Resolution No. 2021-033, Adopting "Jim Wallen Park" as the Park Name for Circle Park. (21-315). (Councilmember Hearn)

Councilmember Hearn read the resolution into the record. He thanked Ms. Stephanie Morretto and former Councilwoman Brenda Warner who started this initiative.

RESOLUTION NO. 2021-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING THE RENAMING OF CIRCLE PARK TO JIM WALLEN PARK; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Diane Gunn, former Mayor of Cocoa, mentioned that she served with Mr. Wallen on Council and he is a fine man. He and his wife were both very civic oriented and dedicated and this has been very sad ordeal. She thanked Council for honoring Jim's memory.

Mayor Blake thanked them and when they have a dedication ceremony he looked forward to seeing them all there.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to approve the Resolution.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2.~~3~~. Consider the Appointments of Ronald Deel, Diana Robinson, and Jonathan Templeton as members to the Sustainability Advisory Board and the Reappointments of Paige Horr, Kristina Jackson, Linda Gombert, and Joy Rutherford, to the Sustainability Advisory Board. (21-321). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to approve the appointments and reappointments.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code, with conditions. (21-284). (Community Services Director)

Deputy Community Services Director Neuterman provided a detailed background of the subdivision and pointed out that it was approved by the Planning & Zoning Board and was in compliance with City Code.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the re-platting of a portion of a Final Subdivision known as Summer Breeze Plantation, which shall be known as Summer Breeze Plantation Phase Two, in accordance with Appendix A Zoning, Chapter 18, of the City of Cocoa Code with the following condition: 1) Provide a revised Title Opinion within 15 days of Council approval with the following changes:**

a. Remove the start date of the search and only state that the search runs through March 10, 2021.
b. Address the Title Opinion to the City's attention

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 3/31/2021. (21-280). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-295). (Finance Director)

3. FY 2021 Budget Adjustment Report. (21-296). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-297). (Finance Director)

X. Reports:

Chief Lamm provided an update on COVID-19 and advised that in the state of Florida there have been 2,212,097 cases; 40,432 in Brevard County with 853 deaths; in Cocoa there have been 3,689 and 44 active cases in city limits. A vaccination update was provided and he noted we are still in the top five in the variant. The CDC has updated its recommendation for masks and mask wearing. He will be ready at the next council meeting to provide an update on that issue. He reiterated the clinic at Provost Park this Saturday from 10 a.m. until 6 p.m., or until the 400 available vaccines run out.

Ms. Senger provided a quick presentation regarding the Porcher House Tenant Leases. These will be up on October 1st. It is a process to do these and she pointed out that there are two private tenants at the Porcher House. Staff is proposing an increase on the tenant leases from $1.42 to $1.56 per square foot. There has not been an increase in at least seven years. An analysis of office spaces in the Cocoa Village area was shown of similar properties. We are in the middle and increasing to $1.56 will keep them in the middle. She asked for a consensus of council.

Councilmember Koss felt this was premium space in Cocoa Village. In response, Ms. Senger advised that they have an option to renew each year, however, this was a ten percent increase given that they have not had an increase in many years. She pointed out that that they can continue to raise the rates to get higher prices.

Councilmember Koss would like to see an increase of 15% and did not feel anyone would leave.

Councilmember Hearn appreciated staff's assessment but agreed with Councilmember Koss in regards to the location and facility.

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to raise the tenants rent by 15%.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Neuterman explained that at the workshop yesterday a resolution for business permit fees was approved. They originally thought it would be live on May 3rd but they are requesting that be extended to June 1st in order to get necessary changes implemented in their system.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to change the date from May 3rd to June 1st.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Interim Chief Hankins mentioned that the City Clerk had provided a copy of the Police Departments Annual Report to Council. He thanked his staff for the report and their hard work on the project.

City Manager Whitten spoke in regards to Chief Hankins and mentioned how amazing it was to be able to do what he loved in the town he was born and raised in. He reiterated his thanks to him for a job well done.

Councilmember Dyal thanked Interim Chief Hankins for his service and mentioned that PAL won the basketball championship. He spoke of his attendance at the "A Day with Your Dog" event and that it was a great event.

He felt staff had done a great job with the budget workshops and was looking forward to the nightlife workshop.

Councilmember Koss spoke in regards to her accident on April 18th. She will be participating remotely for the next month.

She acknowledged the first responders and felt confident that she was in good hands. Councilmember Hearn then drove her and ambulance to the hospital.

She expressed her appreciation for all of the help and response to this.

Councilmember Koss stated that all of this has left her more dedicated and would like staff to look at some sort of incentive in the budget for first responders to live in the City. Secondly, she spoke about her service on the Space Coast TPO and their new initiative VisionZero and noted that we have some of the worst streets in the nation.

She also apologized to her constituents as her tragedy was also a tragedy for them. There were three announced budget workshops and the City Manager had identified $8.8 million. She did not feel comfortable with some of the votes they were tasked with making as in the past they have had more time to consider things. She would have liked a little more time to reflect and have some constituent feedback and prefers that method.

She attended the first meeting, but missed the second and some of the third. She knows that monies were allotted for District 1, 2, and 3, but there was none for District 4, which has parks that need attention.

Councilmember Koss was sorry she was not there and hoped that in the future when a councilmember was absent this is taken into account or actions are delayed until they have a voice.

Councilmember Hearn mentioned his Town Hall Meeting on April 20th and felt it went well. He appreciated those who attended and staff for their hard work in putting this together.

Deputy Mayor Goins made the following announcement in regards to his recent travel to Daytona Beach for the Florida League of Cities Institute of Elected Officials Conference which took place at: The Hilton Daytona Beach Resort, 100 North Atlantic Avenue, Daytona Beach, FL 32118. He left on Thursday, April 22nd and returned on Saturday, April 24th. The estimated cost of the trip, including registration, hotel reservations, mileage, parking and per diem will be around $745 dollars. This is budgeted under Council's travel and per diem account.

He felt that the money was well spent and priceless for anyone to go. He learned a lot and believes that Cocoa was in a great position compared to other cities.

He spoke about the RFP for the old Joe Lee Smith Center and requested that Council do their research before the meeting occurs. He wants to ensure that there would be no costs to the City.

Deputy Mayor Goins further clarified with Ms. Neuterman that there were funds available from the Diamond Square CRA. She agreed that there are some funds for uses such as this in the Diamond Square community.

He noted this would be on the agenda for the second meeting in May.

He spoke about the Night Life Workshop and that it will not just be about the noise but also about the future of Cocoa Village. People are coming to us now because we offer different things.

He asked all to keep his mother in their thoughts and prayers as she is having her second round of chemo therapy. She is a strong woman and the family is dealing with a lot right now.

Lastly, he thanked the City Manager for empowering him and appreciates him for empowering him to do the things he does. He was not coached when he first started on what to do and not to do so he voiced his appreciation for that guidance.

Mayor Blake asked the City Manager the status on Rosa L. Jones/ Florida Avenue property. He knows there was some litigation of former owners.

In response, City Manager Whitten explained that he was in the process of reviewing the RFP and it would be brought back to Council at the next meeting.

Mayor Blake asked again about the FBI investigation. He asked if a document could be done and be made public regarding the status. He wants this issue addressed.

Comments were made in regards to the investigation and City Manager Whitten recalled that he had a conversation with a field officer and the FBI's position is that they cannot tell you if you are or are not under an investigation. As far as he knows, no one from the FBI has reached out and asked questions of staff. As far

as he knows there is no FBI investigation and nothing was presented to the FBI from the late former mayor.

City Manager Whitten understands the Mayor's perspective because some of the employees affected by this may want to move on one day and it is a tough position to be in, plus we do not have the former mayor to ask. Additionally, he reiterated that the FBI's position is to not say whether or not we are under an investigation.

Mayor Blake asked that Council dress down during the summer months, beginning with the month of May until September.

CONSENSUS OF COUNCIL TO DRESS DOWN DURING THE SUMMER MONTHS.

In closing, he reminded all to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the Regular meeting of April 27, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:19 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-311

File ID:	21-311	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/14/2021
Subject:				**Final Action:**	
Title:					

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	National Public Works Week 2021.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

PROCLAMATION

"Stronger Together"

WHEREAS, *Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Cocoa; and*

WHEREAS, *these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and*

WHEREAS, *it is in the public interest for the citizens, civic leaders and children in the City of Cocoa to gain knowledge of and to maintain a progressive interest and understanding of the importance of Public Works and Public Works programs in their respective communities; and*

WHEREAS, *the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the week May 16 – 22, 2021 as:*

"National Public Works Week"

urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our Public Works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 11th day of May, 2021.*

Michael C. Blake

Mayor

ATTEST:

Carie Shealy

City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-344

File ID:	21-344	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/04/2021
Subject:				**Final Action:**	
Title:					

Internal Notes:

Sponsors:		**Enactment Date:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-342

File ID:	21-342	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/03/2021
Subject:	Reallocate proceeds from Water and Sewer System Revenue Bonds - Series 2010			**Final Action:**	

Title: Approval to Reallocate Proceeds from the Water and Sewer System Revenue Bonds, Series 2018B; Approve a Resolution Amending the FY 2021 Budget, BAF#21-073-A. Approve the current Series 2018B Bond Project Listing.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget Resolution FY 2021- ADA Compliant.docx, Tracking Sheet BAF#21-073-A.pdf, A BAF 21-073-A-FN-Proceeds from WS Bond Series 2018B (5-11-21)Agenda 21-342.pdf, Series 2018B Bond Project List as of 05-05-21.xlsx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 11th day of May, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
			UTILITIES					
21-073	421	Amendment	Reversing FY19 JE 13-34A (2019-05271) - duplicate entry	Revenue	Interfund Transfer From 426	421-0000-381.91-26	276,677	
21-073	421	Amendment	Reversing FY19 JE 13-34A (2019-05271) - duplicate entry	Revenue	Fund Balance Reserves	421-0000-389.99-50	(276,677)	
21-073	421	Amendment	Reversing FY19 JE 13-42 (2019-05142) - duplicate entry	Revenue	Fund Balance Reserves	421-0000-389.99-50	927,731	
21-073	421	Amendment	Reversing FY19 JE 13-42 (2019-05142) - duplicate entry	Administration	Interfund Transfer To 426	421-4010-581.91-26	927,731	WS18MI
			Reallocating proceeds from the Water Sewer Revenue Bonds, Series 2018B. Agenda 21-342					
			WaterSewer Fund Total			Increase	2,132,139	
			WaterSewer Fund Total			Decrease	(276,677)	
			WATER/SEWER CAPITAL PROJECTS 2018 BOND FUND					
			UTILITIES					
21-073	426	Amendment	Reversing FY19 JE 13-34A (2019-05271) - duplicate entry	Administration	Interfund Transfer to Fund 421	426-4010-581.91-21	276,677	
21-073	426	Amendment	Reversing FY19 JE 13-42 (2019-05142) - duplicate entry	Revenue	Fund Balance Reserves	426-0000-389.99-50	276,677	
21-073	426	Amendment	Reversing FY19 JE 13-42 (2019-05142) - duplicate entry	Revenue	Interfund Transfer From 421	426-0000-381.91-21	927,731	WS18MI
21-073	426	Amendment	Allocating FY20 Interest Earned to W/S Revenue Bond Series 2018B	Engineering	Infrastructure	426-4055-536.63-00	383,972	WS18MI
21-073	426	Amendment	Reallocating Unspent FY20 Investment Management Fees in FY21	Engineering	Infrastructure	426-4055-536.63-00	572	WS18MI
21-073	426	Amendment	Reallocating W/S Revenue Bond Series 2018B for Interest Paid on Investments FY19	Engineering	Infrastructure	426-4055-536.63-00	(57,617)	WS18MI
21-073	426	Amendment	PO 76454 CCRIP Project WS1404 Change Order 1	Engineering	Building	426-4055-536.62-00	18,218	WS1404
21-073	426	Amendment	PO 76454 CCRIP Project WS1404 Change Order 1	Engineering	Infrastructure	426-4055-536.63-00	207,530	WS1404
21-073	426	Amendment	PO 76454 CCRIP Project WS1404 Change Order 1	Engineering	Machinery and Equipment	426-4055-536.64-00	(225,748)	WS1404
21-073	426	Amendment	Correcting W/S Revenue Bond Series 2018B Allocation	Revenue	Fund Balance Reserves	426-0000-389.99-50	(600,804)	
			Reallocating proceeds from the Water Sewer Revenue Bonds, Series 2018B and Budget Reallocation for Change Order to PO 76454. Agenda 21-342					
			Water/Sewer Capital Projects 2018 Bond Fund			Increase	2,091,377	
			Water/Sewer Capital Projects 2018 Bond Fund			Decrease	(283,365)	

City of Cocoa Budget Adjustment Form FY 2021 - 21-073-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 05/05/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 0	426-0000-389.99-50		Fund Balance Reserves	$ 0	$ 0	$ 0	$ 0
$ 0	421-0000-389.99-50		Fund Balance Reserves	$ 0	$ 0	$ 0	$ 0
$ 0	421-0000-381.91-26		Interfund Transfer From WS Bond (426)	$ 0	$ 0	$ 0	$ 0
$ 0	426-0000-381.91-21	WS18MI	Interfund Transfer From (421)	$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 0	421-4010-581.91-26	WS18MI	Interfund Transfer To (426)	$ 0	$ 0	$ 0	$ 0
$ 0	426-4010-581.91-21		Interfund Transfer To (421)	$ 0	$ 0	$ 0	$ 0
$ 0	421-4010-581.91-26	WS18MI	Interfund Transfer (426)	$ 0	$ 0	$ 0	$ 0
$ 0	426-4055-536.63-00	WS1404	Infrustructure	$ 0	$ 0	$ 0	$ 0
$ 0	426-4055-536.62-00	WS1404	Building	$ 0	$ 0	$ 0	$ 0
$ 0	426-4055-536.64-00	WS1404	Machinery and Equipment	$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Reallocating proceeds from the Water/Sewer Revenue Bond, Series 2018B and Budget Reallocation due to Change Order #1 on PO 76454.
Agenda 21-342-A

See attached tracking sheet for details.

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 05/11/21 **RESOLUTION #:**

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

5/6/21	Christi Grant — Digitally signed by Christi Grant Date: 2021.05.06 09:30:52 -04'00'	5/6/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.05.06 09:39:34 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2021.05.06 12:15:53 -04'00'	5/6/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.05.06 09:39:55 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/18/20 - IT

Summary
All Series 2018A-1 Bond Projects

Updated 5/4/2021

	Total Proceeds	Total Budget	Difference
Bond Proceeds	**41,472,377.00**	**42,488,267.15**	**(1,015,890.15)**
Interest Earned through 9/30/2020	**1,015,893.17**		**3.02**
	42,488,270.17		**(0.00)**
Total Bond Proceeds	**41,472,377.00**		
Interest Earned through 9/30/2019	**624,837.00**		
Interest Earned through 9/30/2020	**391,056.17**		
	42,488,270.17		
Project Budget FY19 Actuals	**2,476,425.07**		
Project Budget FY20 Actuals	**6,733,294.08**		
Project Budget FY21	**33,278,548.00**		
Remaining Budget for future years	**3.02**		

Projects:		Total Budget	Expenditures	Encumbrances	Available Budget
WS1404 CCRIP	CCRIP	26,435,031.47	15,959,016.30	10,260,362.48	215,652.69
WS1431 Chase	Chase Hammock	1,250,812.00	1,250,811.71	-	0.29
WS16SF	Sellers Flow Improvements	2,836,251.33	159,055.00	6,434.32	2,670,762.01
WS17MI Michigan	Michigan Ave Construction	1,066,690.00	1,066,689.06	-	0.94
WS18DP	Dyal Reactor	334,922.00	334,921.24	-	0.76
WS18MI Pineda	Pineda Causeway Water Main	10,264,415.00	1,229,167.07	-	9,035,247.93
WS19FR	Groundwater Filter	520,373.00	520,372.43	-	0.57
WS19LR	Cidco Ladder	56,469.00	56,468.33	-	0.67
WS19SS	Sellers Sludge Improvements	85,245.00	85,244.84	-	0.16
Total Spent		**42,850,208.80**	**20,661,745.98**	**10,266,796.80**	**11,921,666.02**
INVESTMENT EXPENSE 426-4010-536.31-00		4,888.00	2,516.04	-	2,371.96
OTHER CHARGES & OBLIG 426-4010-536.49-00		-	57,616.50	-	(57,616.50)
		42,855,096.80	**20,721,878.52**	**10,266,796.80**	**11,866,421.48**
		Current Year	**20,721,878.52**	**10,266,796.80**	**2,289,872.68**

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-324

File ID:	21-324	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/19/2021
Subject:				**Final Action:**	

Title: Approve City Staff's recommendation to consolidate recordkeepers for the City's 457(b) and 401(a) providers from three providers to one provider, ICMA-RC. Providing termination notice to Nationwide and Empower Retirement. Approve Staff to work with City Attorney to negotiate a new plan agreement between the City of Cocoa and ICMA-RC.

Internal Notes:

Sponsors:	Director	**Enactment Date:**	
Attachments:	City of Cocoa - Recordkeeper RFP Analysis.pdf, City of Cocoa Retirement Plans Cost Analysis.pptx - Updated.pdf, Presentation: City of Cocoa 401(a) and 457(b) - City Council Summary.pptx [Autosaved].pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Provider Comparative Analysis

Date of Presentation: April 08, 2021

Presented by: Lisa M. Garcia, QPFC, AIF®

City of Cocoa

SAGE VIEW



4000 MacArthur Blvd, Ste 1050, Newport Beach, CA 92660| T 800.814.8742
www.sageviewadvisory.com

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Section I

Introduction

Participating Providers

Incumbent Providers	Providers Included in Analysis	Providers Not Included in Analysis
Empower (SunTrust)	AIG	Equitable
ICMA	Empower (SunTrust)	John Hancock
Nationwide	ICMA	PlanMember
	Lincoln	
	Nationwide	
	Voya	



Section II

Firm Information

General Information

	EMPOWER (SUNTRUST)
Summarize the provider's history and background, including parent and affiliated companies, corporate structure and major lines of business.	Our parent company, Great-West Life & Annuity Insurance Company (GWLA), has been in business in the U.S. since 1907. We have a long history in the defined contribution/deferred compensation marketplace, serving the 401(a) market since the 1940s, the 403(b) market since 1962, the 401(k) market since 1985, and nonqualified deferred compensation market since 1991. Our history in the public deferred compensation business predates the creation of IRC Section 457 in 1978, since we had administered some government plans with Private Letter Rulings prior to that date. In 2014, GWLA formed the Empower Retirement brand by consolidating its retirement plan services business with retirement plan services businesses acquired from Putnam Investments and another large-market recordkeeping provider, which immediately made Empower the second-largest retirement plan recordkeeper in the U.S. Prior to 2014, our business operated under several different names of predecessor businesses that were consolidated into Empower, including GWLA, Putnam Investments, FASCore and other third-party recordkeeping and retirement services providers that were acquired and integrated to form the Empower business. Beginning in 2019, the operations of Empower were consolidated in Empower Retirement, LLC. As a wholly owned subsidiary of GWLA, Empower incorporates and continues GWLA's history, knowledge and expertise in the defined contribution, deferred compensation, and retirement services business. Empower may utilize the following affiliates to provide certain services. All affiliates involved in providing Empower services are wholly owned subsidiaries of GWLA, Empower's direct parent company. • Advised Assets Group, LLC (AAG) – A registered investment adviser providing investment advisory tools and services, including managed accounts as Empower Retirement Advisory Services. AAG enters into a separate agreement with the plan sponsor to provide investment advisory resources and services to plan participants as a registered investment adviser. There is no guarantee provided by any party that participation in any of the advisory services will result in a profit. • GWFS Equities, Inc. (GWFS) – A registered broker-dealer. Securities, when offered, are offered through GWFS. • Great-West Trust Company, LLC (GWTC) – A trust company providing trustee and custodial services to employer-sponsored retirement plans and IRAs. • Great-West Capital Management, LLC (GWCM) – A capital management company serving as the investment adviser to Great-West Funds, Inc. and GWTC, supporting a variety of solutions, including risk-based funds, target date funds, lifetime income products and custom stable value funds.

General Information

	EMPOWER (SUNTRUST) (continued)
Summarize the provider's history and background, including parent and affiliated companies, corporate structure and major lines of business.	Empower Retirement, LLC, completed acquisitions in 2020 including Personal Capital, the retirement business of MassMutual, and Fifth Third Bank, National Association's (Fifth Third) retirement plan services business. The Empower-Personal Capital transaction will combine Empower's leading retirement plan services and integrated financial tools with Personal Capital's rapidly growing, digitally oriented personal wealth management platform. We believe Personal Capital gives us the capabilities to further innovate financial wellness. We can share additional information as the integration progresses. The acquisition of MassMutual will allow us to capitalize on both firms' retirement expertise, provide increased scale and deep product capabilities, and add another layer of technological expertise for the benefit of the organizations and retirement savers we serve. As Empower currently provides recordkeeping services for Fifth Third's retirement business through its private-label retirement plan unit, Empower Institutional, Fifth Third will continue to serve in a plan-level investment advisory capacity for most of the plans and a conversion is not required. In early January 2021, it was announced that Empower and Truist Bank have entered into a definitive agreement that expands and enhances retirement plan services for heritage SunTrust retirement plan participants and the employers who sponsor them. Under the agreement, Empower will acquire the heritage SunTrust 401(k) recordkeeping business, which includes approximately 300 retirement plans consisting of more than 73,000 plan participants and $5 billion in plan assets. This transaction is built on our 20-year relationship with SunTrust through the Empower Institutional business. Because of this existing relationship, this transaction will not require plan conversions. The transaction is expected to close later in the first quarter.

General Information

	ICMA
Summarize the provider's history and background, including parent and affiliated companies, corporate structure and major lines of business.	In 1972, the ICMA Retirement Corporation (ICMA-RC) was created by the public sector for the public sector. Established by the International City/County Management Association (ICMA) with the assistance of a Ford Foundation grant, ICMA-RC provided a portable retirement plan, enabling accumulated retirement assets to be portable between employers. We administered the first nationally available governmental deferred compensation plan in 1972 and first offered public sector employers §401 plans in 1985. We pioneered a new concept for offering defined-contribution retirement health savings to the public sector through our Retirement Health Savings (RHS) Plans, which we introduced in 2000. In 2004, we introduced the Employer Investment Program (EIP) to address the specific needs of employer expenses for retiree health funding. Based on the same integral part trust as the RHS Plan, the assets set aside in EIP can directly offset the OPEB liability created by retiree health expenses. Finally, ICMA-RC began offering §403(b) services to clients in 2019. ICMA-RC maintains a license agreement with the International City/County Management Association (ICMA) that allows us to use the association's name as part of the ICMA-RC corporate name and in connection with the core activities of offering retirement plans, products and services to state and local governmental employers and their employees. Our success in serving the retirement planning needs of public sector employees across the country is reflected in our mission statement: We help public sector employees build retirement security.

General Information

	NATIONWIDE	AIG
Summarize the provider's history and background, including parent and affiliated companies, corporate structure and major lines of business.	Nationwide is an American insurance and financial company founded by farmers in 1926 to collectively protect what mattered most to them. Since then, we have continued our focus on our customers while growing into one of the largest, financially stable financial services companies in America. As a Fortune 100 company, currently #74, we have built a diversified business portfolio that provides the financial guarantees to deliver on our promises. In 1973, Nationwide Retirement Solutions, Inc. was founded to focus on the needs of governmental employees. We have grown to be the largest retirement plan provider serving the public sector with over 7,600 government sector retirement plans, providing them with bundled third-party administrative, recordkeeping, investment services and communication/education. Today, we continue to do things differently to help Plan Sponsors create a remarkable experience for their employees through our plan expertise and our integrated approach to participant retirement readiness. We look forward to continuing our 27-year relationship with the City of Cocoa (the City) through providing exclusive retirement plan services. Nationwide Retirement Solutions, Inc., the legal entity providing recordkeeping, third-party administrative and communication / education services described in this RFP, is a Delaware corporation and is wholly owned by NFS Distributors, Inc. (NFSD), which is in turn wholly owned by Nationwide Financial Services, Inc. (NF), a holding company for long-term savings operations and financial services. NF is wholly owned by Nationwide Corporation, which in turn is jointly owned by Nationwide Mutual Insurance Company (NMIC) and Nationwide Mutual Fire Insurance Company.	For 100 years, AIG companies have been helping to protect clients and their families from the unexpected and safeguard their futures. Building on that experience, today we provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. More recently, AIG Retirement Services rebranded (from VALIC) to fully embrace the power of AIG and provide the depth and breadth of their resources, strength and experience insights to our clients. Though our name has changed, our focus has not - we are committed to helping our clients improve financial wellness, enhance retirement outcomes and see brighter futures. On October 26, 2020, AIG announced its intention to pursue a separation of AIG's Life & Retirement business from AIG. Any separation transaction will be subject to the satisfaction of various conditions and approvals, including, but not limited to, approval by the Board, receipt of insurance and other required regulatory approvals, and satisfaction of any applicable requirements of the Securities and Exchange Commission. The form that a separation transaction may take or the specific terms or timing thereof, or that a separation will in fact occur, is not known at this time. For updates to this information, please refer to American International Group, Inc. Form 8-K filings at www.sec.gov.

General Information

	LINCOLN	VOYA

Summarize the provider's history and background, including parent and affiliated companies, corporate structure and major lines of business.	Founded in 1905 and built on Abraham Lincoln's ideals of courage, optimism, and strength, Lincoln Financial Group has been a proven provider of retirement solutions for 71 years. We manage thousands of retirement plans with more than 1.5 million people in organizations of all sizes in the government, small business, corporate, healthcare, education, public, and nonprofit sectors. Lincoln champions the commitment of plan sponsors to drive better retirement outcomes by motivating employees to invest in their future with optimism.
	
	As a leading retirement plan provider, we are committed to offering our partners a broad array of plan solutions to meet their needs – including an open architecture investment platform, plan design services, and compliance and fiduciary support. We deliver our solutions through a high-touch, high-tech model built on proactive, personal service.
	
	Lincoln Financial Group is the marketing name for Lincoln National Corporation (NYSE:LNC) and its affiliates. Through our affiliated companies, Lincoln offers:
	• Retirement services
	• Life insurance
	• Annuities
	• Group protection
	• Information regarding additional Lincoln affiliates is available upon request.
	• LNC affiliates related to retirement plan servicing include:
	• The Lincoln National Life Insurance Company (LNL), the wholly owned subsidiary of LNC. LNL's wholly owned subsidiaries are:
	  ○ Lincoln Financial Advisors Corporation
	  ○ Lincoln Financial Distributors Inc.
	  ○ Lincoln Retirement Services Company, LLC (LRSC)
	• Lincoln Financial Group Trust Company Inc. (LFGTC), the wholly owned subsidiary of LRSC
	
	As of December 31, 2020, Lincoln (including all affiliates) had assets under management of $303 billion.
		Voya is a premier retirement, investment and employee benefits company serving the financial needs of 13.8 million individual and institutional customers in the United States. We hold to a standard of excellence which has earned us recognition for the past eight years as a World's Most Ethical Company® by the Ethisphere Institute (an independent center of research promoting best practices in corporate ethics and governance).
		
		The vision of Voya is to be America's Retirement Company™. Our employees are focused on executing our mission to make a secure financial future possible—one person, one family and one institution at a time.
		
		Retirement - Voya is a leading provider of retirement services and products in the United States, with approximately $458.4 billion in assets under management and/or administration as of December 31, 2020. We provide tax-deferred, employer-sponsored retirement savings plans and administrative services to more than 51,000 plans administered covering over 6 million plan participants within the corporate, government, healthcare and education markets. We provide an extensive product range addressing both the accumulation and income distribution needs of individuals.
		
		Based on our strong client retention and continued growth, Voya is now the #1 provider in the Government market based on total 457/401(a) plan participants and #2 provider for Government 457/401(a) total plan assets. Our size and market position can work as a powerful advantage – we have the scale to deliver plan administration in a cost effective manner and the flexibility to automate custom plan requirements.

General Information

	EMPOWER (SUNTRUST)	ICMA
Discuss the provider's commitment and philosophy to diversity and inclusion.	Diversity and inclusion empower us to win together. We embrace diversity and foster an inclusive workplace in which employees feel valued, respected and empowered. In this environment, we're able to unlock our people's greatest potential for creating innovative, impactful solutions for our clients. Empower was recognized by InvestmentNews as a 2020 Excellence in Diversity and Inclusion Awards finalist[1], and as one of the most community-minded companies in Colorado through the Civic 50 Colorado program by CSR Solutions of Colorado and Points of Light.[2] Empower strives to be as diverse as the customers we serve. We believe doing the right thing means understanding, supporting and leveraging the inherent and acquired differences that make each of us unique and valuable. A more equitable workforce delivers more diverse ideas, which in turn leads to enhanced problem solving, active engagement and ultimately better solutions for those who depend on our services. Through our Code of Business Conduct and Ethics, we reinforced our commitment to provide equal opportunities in employment, appointments and advancement as well as our commitment to support an inclusive workforce. Our key initiatives include the diversity and inclusion council, Business Resource Groups, talent strategy, education and awareness, and community support and involvement.	ICMA-RC recognizes that a diverse workforce is vital to ensuring an organization will remain an industry leader. To ensure maximum opportunity is afforded to all qualified associates and applicants, ICMA-RC affirms its commitment to providing Equal Employment Opportunity (EEO) and taking steps to maintain our diverse workforce. In keeping with this commitment, ICMA-RC has adopted policies and practices to ensure equal employment opportunities, regardless of the race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, physical and mental disabilities, or veteran status of an individual in accordance with applicable laws and regulations. ICMA-RC's policies and practices also prohibit harassment, including sexual harassment, and require that reasonable accommodation be made for the known physical and mental limitations of qualified associates or applicants with disabilities. ICMA-RC's commitment to EEO applies to all aspects of our personnel practices, including but not limited to recruitment, hiring, transfers, promotions, compensation, training, terms and conditions, retention, and discipline. All personnel decisions are considered based on qualifications, competence, and merit. ICMA-RC's commitment to equal opportunity and diversity also applies to its work with state and local governments, consultants, vendors, and subcontractors.

1. InvestmentNews, September 2020. DandIIn.com and Empower press release, September 2020
2. The Civic 50 Colorado, November 20, 2020. csrsolutionsco.org/civic50colorado.html and pointsoflight.org and Empower press release, November 2020.

General Information

	NATIONWIDE
Discuss the provider's commitment and philosophy to diversity and inclusion.	Nationwide is more than a business with a culture unlike any other. According to Gallup, our associates are more engaged than other Fortune 500 companies. Maybe that's because we're committed to social justice, both inside and outside our walls. Our associates know we have a lot to be proud of and other organizations are recognizing us for who we are and what we have accomplished, including: • Top Companies for Executive Women - *The National Association for Female Executives (2020)* • Best Companies for Working Moms - *Working Mother (2020)* • 100 Best Companies to Work For - *Fortune (2015 – 2020)* • Top Companies for African Americans, Latinos, and Women - *Black Enterprise (2011-2018), Latina Style (2012-2018) & Fortune (2018)* • Catalyst Award for supporting Women in the Workplace - *Catalyst (2018)* • Best Workplaces for Diversity - *Fortune (2016 – 2018)* • Best Places to Work for LGBTQ Equality - *Human Rights Campaign Corporate Equality Index (16 consecutive years)* • 100% on the Corporate Equality Index - *Human Rights Campaign (affirmed 2019)* • Top 50 Companies that Care - *PEOPLE (2020)* • 50 Best Places to Work - *Latina Style (seven consecutive years)* Associate Resource Groups: Diversity and Inclusion are a way of life at Nationwide, and we are made up of extraordinary people doing great things for our clients, each other, and the communities where we live and work. Our robust Associate Resource Groups, with over 17,000 members, are associate-initiated and associate-driven teams that come together voluntarily to advance diversity and inclusion and enhance Nationwide's success by fostering a culture of inclusion and attracting and retaining talent.

General Information

	AIG
Discuss the provider's commitment and philosophy to diversity and inclusion.	AIG Retirement Services is strongly committed to implementing employment policies and practices that are fair to all of its employees, applicants and clients. AIG Retirement Services recruits, hires, trains and promotes into all job levels the most qualified applicants without regard to race, color, religion, gender, national origin, ethnicity, age, disability, genetic information, marital status, military service, gender identity or expression or sexual orientation, or any other characteristic protected by federal, state or local law Although the Company is not a federal contractor or required to engage in affirmative action, AIG Retirement Services goes beyond its legal obligations in working to build a diverse workforce. In fact, diversity comes naturally to AIG Retirement Services, as one of the AIG companies, with over 63,000 people in more than 130 countries. And in 2018, AIG was honored to receive the Corporate Diversity Champion Award from the Water Street Club for its efforts to advance diversity and inclusion in the insurance industry. Through AIG, AIG Retirement Services has established corporate sponsored Employee Resource Groups to provide employees with a forum to work together with other employees who have common backgrounds, interests, and/or goals. The mission is to enhance the overall diversity of the organization by increasing workforce diversity, developing diverse products and services, expanding into diverse marketplaces, utilizing diverse suppliers, and enhancing community outreach. These groups foster a strong community of support that keeps employees connected; expand their opportunities for growth, and offers experiences that are dynamic, engaging, and even fun. Current Employee Resource Groups (ERGs) include: • African Heritage • Asian Leadership Network • disAbilities & Allies • Latino Network • Lesbian, Gay, Bisexual and Transgender (LGBT) & Allies • Women & Allies • Working Families • Veterans Leadership Network • Young Professionals • Seasoned Professionals AIG also maintains an Office of Diversity & Inclusion which focuses current initiatives and processes in attracting, developing and retaining top diverse talent; fostering and advancing a culture of inclusion and enhancing AIG's commitment to social responsibility and diverse communities.

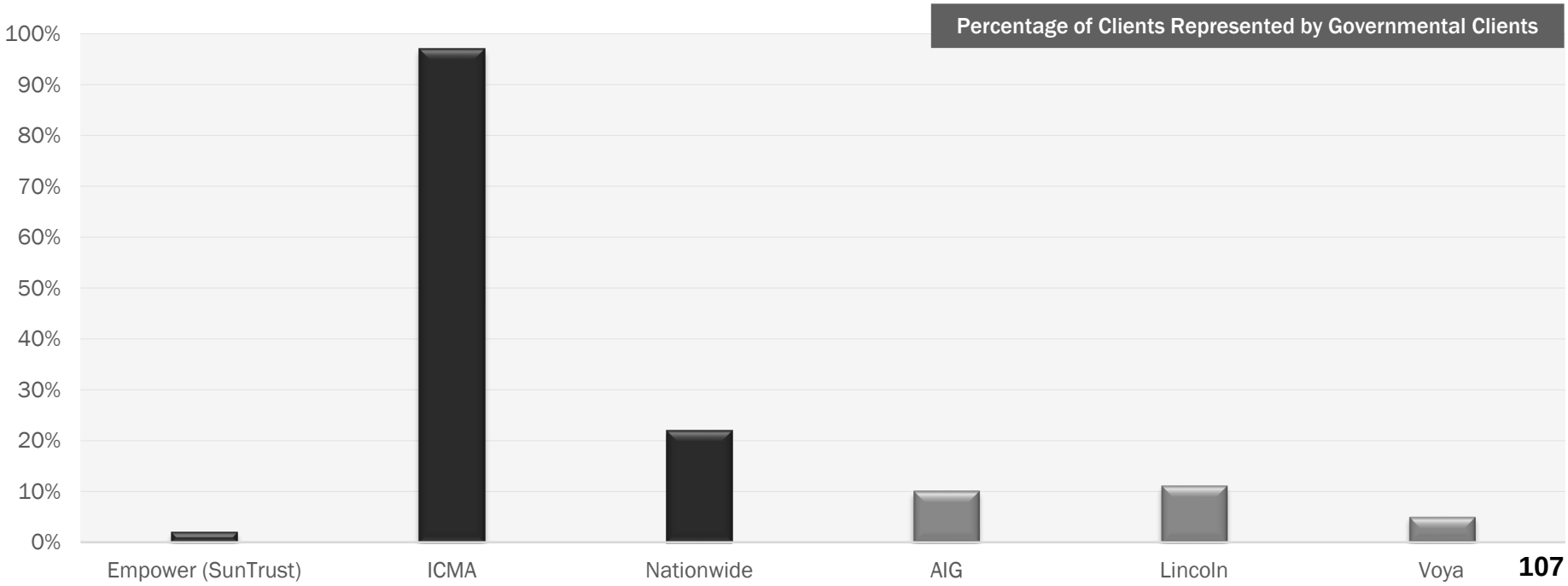
General Information

	LINCOLN	VOYA

Discuss the provider's commitment and philosophy to diversity and inclusion.	At Lincoln, we believe diversity of thought, background, experience, and people drive innovation, support our growth objectives, and produce results that differentiate Lincoln in today's marketplace. Diversity and Inclusion (D&I) is fundamental and essential to our ability to deliver on our promise to help participants secure their financial futures. Lincoln's CEO, Dennis Glass, joined a group of more than 700 of America's industry-leading CEOs in signing a collective pledge to advance diversity and inclusion in the workplace.
	
	Lincoln's D&I strategy is organized around delivering diversity results based on specific objectives and milestones in our workplace, marketplace, and the communities we serve. It ensures a culture of diversity and inclusion permeates every level of our organization and our interactions with our partners and suppliers. Learn more about our D&I strategy at www.LFG.com.
	
	With respect to the appointment of women and minorities to senior management positions, we believe our representation on LNC's Board of Directors (30% female and 20% minorities), LNC's Senior Management Committee (33% female), and LNC's officers (39.4% female and 10.3% minorities) reflects our commitment to workplace diversity.
		Voya Financial has an unwavering commitment to Diversity & Inclusion. Since our initial public offering in 2013, our intentional focus has led to significant strides in diversity and inclusion performance including:
		• Increased representation of women and people of color on our Board of Directors and at senior levels within the company;
		  ○ Board of Directors' gender parity
		  ○ 4 of 5 standing Board Committees chaired by female directors
		  ○ 38% female Executive Committee members
		  ○ 38% female people managers
		  ○ 16% people of color managers
		  ○ 50% female workforce
		  ○ 25% people of color workforce
		• An environment of inclusion as evidenced by our ERG participation rate growing from 4% of our employees to 26% in the past two years;
		• Voluntary self-identification of disability status and LGBTQ+ orientation where 3% of our workforce self-identifies as disabled and 2% self-identifies as LGBTQ+;
		• Executive Committee, and their direct reports, implementation of Diversity Action Plans focused on attracting, hiring, developing and retaining diverse talent, and increasing employee engagement in inclusive D&I programs and initiatives;
		• Executive Committee and direct reports Diversity & Inclusion Dashboards with detailed demographic and inclusion metrics for greater transparency, and
		• Commitments to strengthening diverse communities; more detailed information can be found in our 2019/2020 Impact Report.
		
		At our core, we are committed to fostering a work environment where the differences that we are born with – and those we acquire throughout our lives – are understood, valued and intentionally pursued.

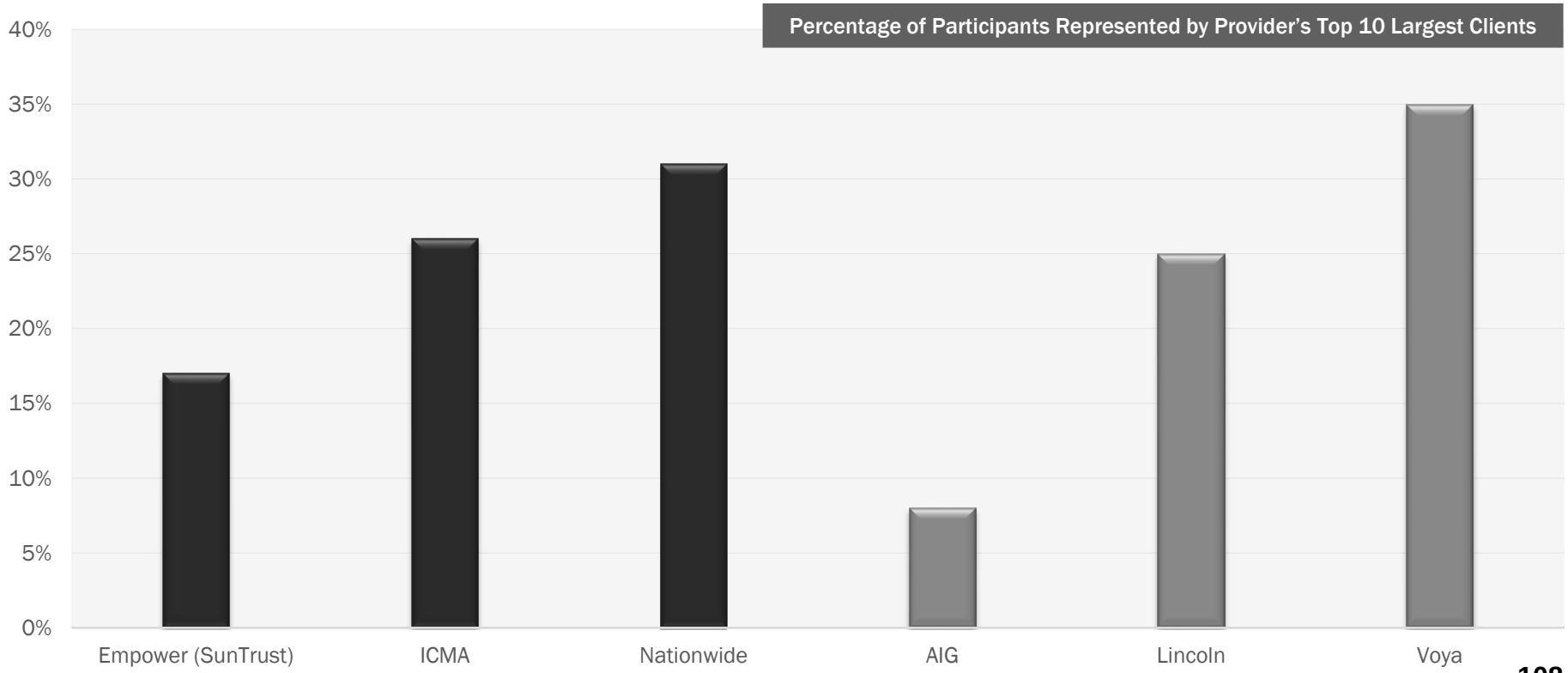
Client Types

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
For-Profit / Corporate Clients	36,686	0	25,664	594	7,320	20,211
Not-For-Profit / Tax-Exempt Clients	856	4,704	7,145	26,532	3,950	15,470
Total Clients	37,542	4,704	32,809	27,126	11,270	35,681
Non-Education, Governmental Clients	717	4,552	7,319	2,643	1,261	1,746



Client Concentration

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Total Participants Administered	9.2 million	1.6 million	2.7 million	2.0 million	0.6 million	6.1 million
Total Participants in Top 10 Largest Clients	1.6 million	0.4 million	0.8 million	0.2 million	0.1 million	2.1 million



Audit

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
What firm performs the annual SSAE-18 audit and what reports are obtained?	Audit Firm: Deloitte & Touche (SOC I) / Grant Thornton (SOC II) Reports received: SOC I, Type II SOC II, Type II	Audit Firm: KPMG Reports received: SOC I, Type II SOC II, Type I	Audit Firm: KPMG Reports received: SOC I, Type II Currently pursuing SOC II.	Audit Firm: PwC Reports received: SOC I, Type I	Audit Firm: EY Reports received: SOC I, Type II	Audit Firm: EY Reports received: SOC I, Type II SOC II, Type II
In the past five years, how many times has a qualified opinion been issued on any of the controls tested?	One[1]	None	None	None	Five[2]	None
In the past five years, has a "going concern", disclaimer or adverse opinion been issued on any of the controls tested in the audit(s)?	No	No	No	No	No	No

1. Our SSAE 18 SOC 1 Type II report dated September 30, 2020, which documents Empower's internal and external control testing, identifies two qualified objectives: 1) Change Management – For a period of time, controls related to the transfer of data from old application programs and related database management systems to a new system, Oracle Identity Management, were not operating as designed. 2) Logical Access – For a period of time, controls related to authorized individuals having appropriate access to applications, underlying databases and supporting operating systems were not operating as designed. The identified qualified objectives are past issues that occurred during the audit period and have been resolved. As part of remediation, Empower increased training, implemented new controls and oversight, and enhanced control awareness across the organization. At no time was plan or participant data at risk due to these cited control deficiencies. Additionally, these qualified objectives were not a matter of cybersecurity or in any way related to fraud controls. The qualifications raised in this report are centered on logical access for internal employees and the transfer of data between applications. Our external auditor, Deloitte & Touche, LLP, has tested our new controls and has deemed them to be operating effectively.
2. The following is the opinion provided by Ernst & Young in our latest SOC 1 report: In our opinion, in all material respects, based on the criteria described in Lincoln's Assertion: A) The Description fairly presents the System that was designed and implemented throughout the period January 1, 2019 to December 31, 2019. B) The controls related to the Control Objectives were suitably designed to provide reasonable assurance that the Control Objectives would be achieved if the controls operated effectively throughout the period January 1, 2019 to December 31, 2019, and if subservice organizations and user entities applied the complementary controls assumed in the design of Lincoln's controls throughout the period January 1, 2019 to December 31, 2019. C) The controls operated effectively to provide reasonable assurance that the Control Objectives w achieved throughout the period January 1, 2019 to December 31, 2019, if complementary subservice organization and user entity controls assumed in the desig Lincoln's controls operated effectively throughout the period January 1, 2019 to December 31, 2019.

Data Security / Insurance

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Has the provider been subject to any fines or regulatory disciplinary actions related to their security, confidentiality, availability, processing integrity and privacy, or any other areas tested during the audit(s)?	No	No	No	No	No	No
In the past 5 years, has the provider experienced a cybersecurity or physical security breach that required notification be sent to Plan sponsor(s) or participant(s)?	No	No	No	No	No	No
Does the provider offer participant protection if an unauthorized distribution is taken as a result of fraud and/or identity theft?	Yes; Participants are made whole after an investigation.	Yes; Participants are made whole after an investigation.	Yes; Participants are made whole after an investigation.	Yes; Participants are made whole after an investigation.	Yes; Participants are made whole after an investigation.	Yes; Participants are made whole after an investigation.
Professional Liability (Errors & Omissions) Insurance	Per Claim & Aggregate Limit: $10 million	Per Claim & Aggregate Limit: $35 million	Per Claim & Aggregate Limit: $10 million	Per Claim & Aggregate Limit: $25 million	Per Claim & Aggregate Limit: $10 million	Per Claim & Aggregate Limit: $90 million

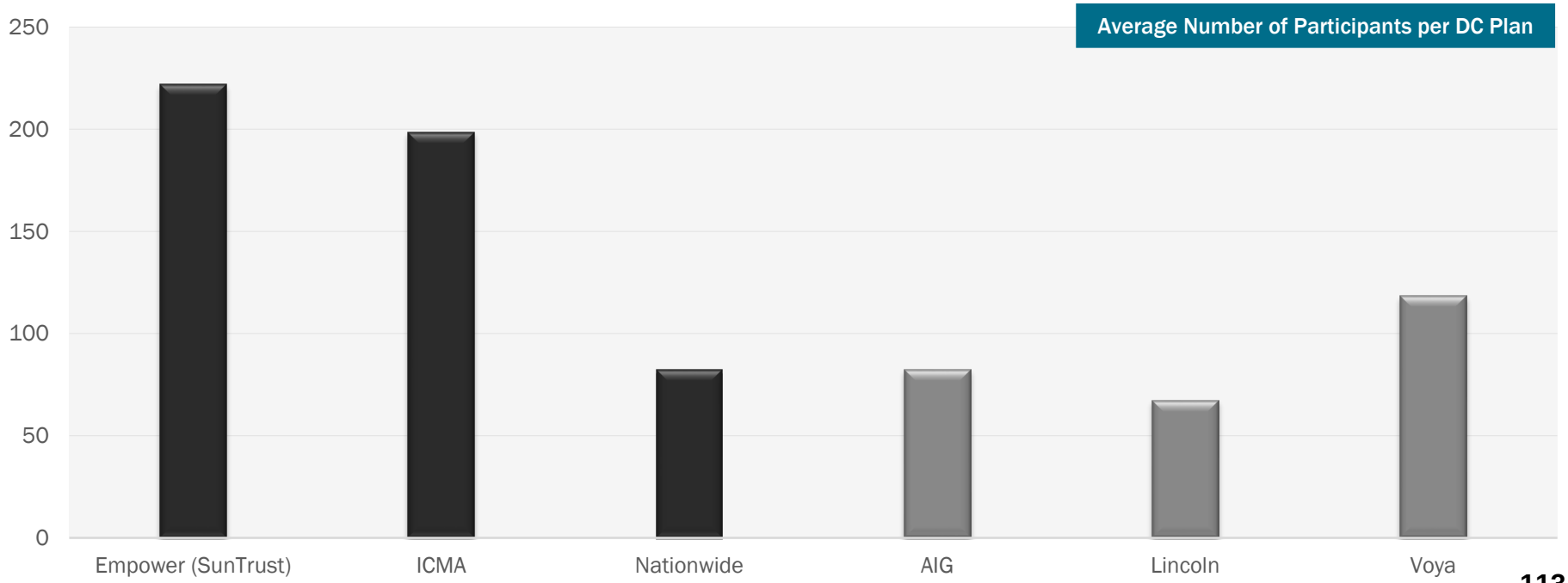
Outsourcing

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Will core recordkeeping / administration services be provided in-house?	Yes	Yes	Yes	Yes	Yes	Yes
For services being sub-contracted/outsourced, with which third-party(s) will the Plan Sponsor be required to sign a separate service agreement?	Those who use Empower HSA's administration and support tools enter into a separate agreement with Optum. The City would contract separately with Millennium Trust to be the automatic rollover service provider.	N/A	N/A	N/A	N/A	N/A
For services being sub-contracted / outsourced, is the provider still the first line of contact?	For participants whose retirement plan accounts have automatically rolled over to Millennium Trust, they will be able to contact their call center directly.	N/A	N/A	N/A	N/A	N/A


Section III
Recordkeeping /
Administration Services

Defined Contribution (DC) Plan Experience

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Defined Contribution (DC) plans administered	40,514	6,838	32,809	24,182	22,810	51,389
Participants in the DC plans administered	9.0 million	1.4 million	2.7 million	2.0 million	1.5 million	6.1 million
Assets in the DC plans administered	$723 billion	$62 billion	$171 billion	$74 billion	$88 billion	$458 billion



DC Plan Experience[1]

Below is the provider's number of DC Plans, tiered by the number of participants in each plan.

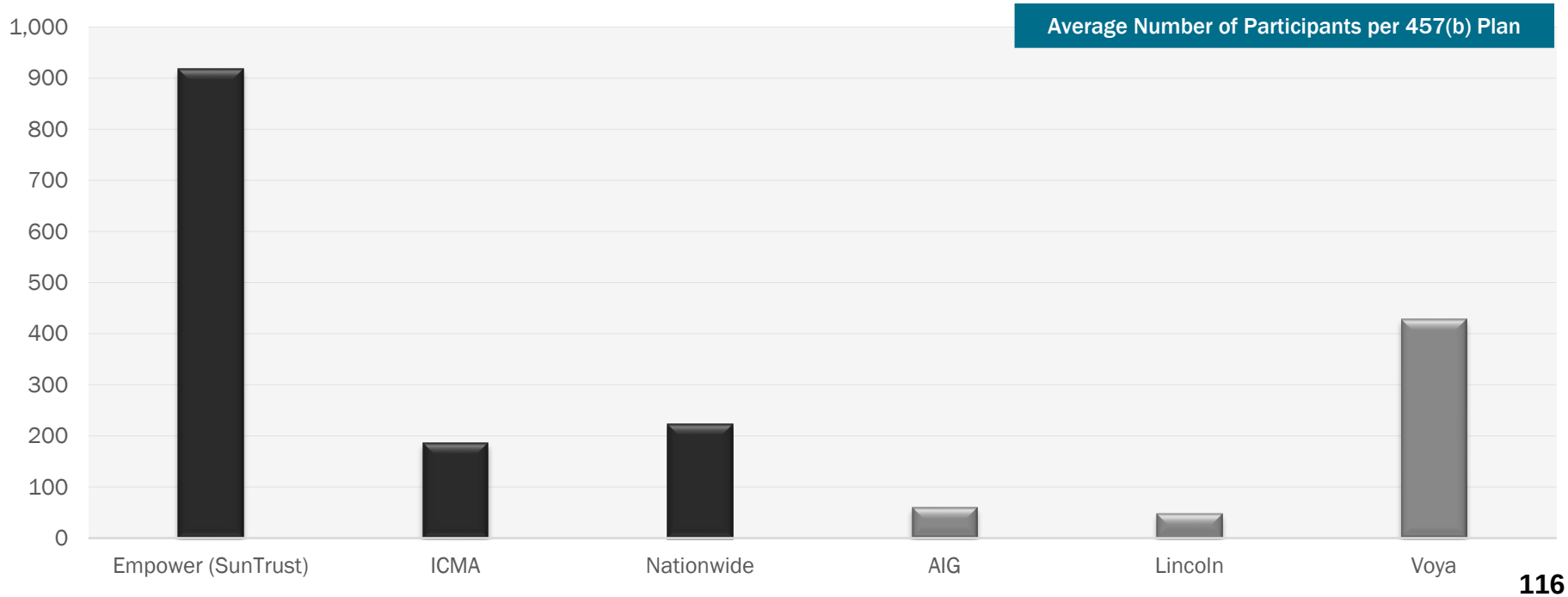
	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
<99 Participants	32,544	5,416	30,444	21,603	21,152	46,500
100 – 499 Participants	6,134	1,139	1,896	1,960	1,279	3,538
500 – 1,499 Participants	1,191	207	319	413	229	898
1,500 – 2,999 Participants	283	50	82	112	72	124
3,000 – 9,999 Participants	238	17	41	80	61	258
10,000 – 19,999 Participants	70	0	11	14	14	30
>20,000 Participants	54	9	16	0	3	41

DC Plan Participant Growth

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Total participant growth (10-year)	104%	426%	15%	16%	11%	12%
Total participant growth (5-year)	20%	27%	27%	25%	7%	36%
Total participant growth (3-year)	10%	35%	7%	19%	6%	17%
Total participant growth (1-year)	-1%	7%	1%	17%	-1%	9%
Total years of negative participant growth (last ten years)	1	1	3	4	3	5
Factors influencing participant growth	In 2014, Empower was formed when Great-West combined its retirement plan business with that of Putnam Investments and acquired J.P. Morgan's large market recordkeeping business. Empower acquired MassMutual's retirement plan business in 2020.	N/A	N/A	N/A	N/A	N/A

457(b) Plan Experience

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
457(b) plans administered	1,489	4,659	7,122	4,395	1,877	5,701
Participants in the 457(b) plans administered	1.4 million	0.9 million	1.6 million	0.3 million	0.09 million	2.4 million
Assets in the 457(b) plans administered	$81 billion	$47 billion	$103 billion	$9 billion	$6 billion	$140 billion



Recordkeeping System / Trust & Custody Services

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
What system / platform will be used to administer the plan?	Proprietary system	OmniPlus	Proprietary system	Proprietary system	SS&C TRAC	OmniPlus
Was the system developed internally?	Yes	Purchased from FIS (formerly SunGard)	Yes	Yes	Leased from SS&C Technologies	Leased from FIS (formerly SunGard)
Does the provider have full license rights to the front-end and back-end of the code?	Yes	Yes	Yes	Yes	Yes	Yes
Does the provider have any intentions of changing systems / platforms in the next three years that would cause disruption to clients / participants?	No	No	No	No	No	No
Does the provider offer corporate trustee services?	Yes. Offered in-house through Great-West Trust Company.	Yes. Outsourced to Matrix Trust Company.	Yes. Offered in-house through Nationwide Trust Company.	Yes. Offered in-house through AIG Federal Savings Bank.	Yes. Offered in-house through Lincoln Financial Group Trust Company.	Yes. Offered in-house through Voya Institutional Trust Company.
Are custody services bundled with the provider?	Yes	No. Bundled with trustee.	Yes	Yes	Yes	Yes

Administrative Outsourcing

Below is a list of tasks that are typically outsourced to the provider, however your firm is still responsible as a fiduciary to ensure that the tasks are completed correctly and to monitor the provider's processes. Those that are included in the proposals are marked with an "X" and can be provided without client involvement.

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Eligibility tracking	X			X	X	X
Tracking of multiple re-hire dates	X			X	X	X
Online maintenance of beneficiary forms	X	X	X	X	X	X
Qualification of incoming rollovers	X	X	X	X	X	X
Qualification of power of attorney requests	X[1]	X	X	X	X	X
"Verification of Assets" requests from third parties	X		X	X	X	X
Qualification of death benefit claims when a beneficiary form is on file	X	X	X	X	X	X
Qualification of loan requests	X	X	X	X	X	X
Reviewing hardship withdrawal requests against the plan document to ensure the participant is authorized to take a hardship	X	X	X	X	X	X
Qualification of hardship request (if Plan Sponsor agrees to follow safe-harbor guidelines)	X	X	X	X	X	X
Qualification of Domestic Relationship Order (DRO) requests	X	X	X	X	X	X
Required Minimum Distribution (RMD) tracking	X	X	X	X	X	X
Notification to participants of RMD requirements and the options available to them	X	X	X	X	X	X

1. The power of attorney (POA) is reviewed to determine its validity and the agent/attorney-in-fact's authority. Additional verification is requested for a general power of attorney that is more than five years old or a durable power of attorney that is more than seven years old. The agent/attorney-in-fact must certify that the POA is still in effect and the principal is still living.

Required Annual Participant Notices

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Does the provider have the ability to post annual required participant notices to the participant website?	Yes	Yes	Yes	Notices would be provided electronically to the Plan Sponsor for distribution to the participants. AIG can facilitate the email delivery for no additional fee if provided with email addresses.	No. Lincoln provides a home mailing service for a bundled price of $5.00 per applicable employee.	Yes
Does the provider email participants when notices have been posted online?	Yes	Yes	Yes	Yes	N/A	Yes
Will the provider track emails that bounce back and automatically mail hardcopies?	Yes. No additional fees.	Yes. No additional fees.	No. If hardcopies are requested, there would be no additional fees.	No. Hardcopy mailings will be $1.50 - $2.50 per participant per mailing.	N/A	Yes. No additional fees.
Are there any required notices that cannot be distributed to participants?	N/A	Fee disclosure	N/A	AIG prepares all necessary notices and disclosures and provides them electronically to the Plan Sponsor for delivery to the participants or hardcopies can be mailed to participants for an additional fee.	Fee disclosure	N/A

New Employee Onboarding

	EMPOWER (SUNTRUST)	ICMA
Describe the provider's process in assisting with onboarding and enrolling new employees.	We offer the following enrollment options: *Online Enrollment* Employees can enroll in the plan anytime, anywhere via the website or mobile app. Enrollment is quick, easy, and secured by multifactor authentication. *Automatic Enrollment* If we are the deferral recordkeeper, we can implement automatic enrollment to help optimize employee participation. We'll provide employees with initial notices of the automatic enrollment provision within a reasonable period (no less than 30 days) so they can opt out or choose different elections than the default options. The City is responsible for verifying if state laws allow the plan to implement automatic enrollment. *Voice Response System* Eligible employees can self-authenticate through the voice response system, establish a permanent personal identification number (PIN), set a deferral rate and make investment elections. *Participant Engagement* The enrollment guide includes high-level plan highlight information, including contributions, company match (if applicable) and default investment. All other plan provision information, including fund lineup, is available online through the participant web experience. Guides will feature the name of the plan, and in most instances, the company logo. Required notices will be delivered separately from the enrollment guide. We mail enrollment materials to plan sponsors. Plan sponsors deliver them to employees upon eligibility. We do not mail them to participants.	ICMA-RC has significant experience in introducing deferred compensation and defined contribution plans to employees. We understand that a thorough understanding of your plan and its corresponding investment options and plan provisions is critical to sound retirement planning and long-term employee satisfaction with your plan. In order to provide a participant-friendly introduction to ICMA-RC, we will design a strategy for conducting group meetings that will explain your program, its benefits, and how to take advantage of them. Annual plan reviews will include a discussion of the status of our efforts and our goals for the coming year. All efforts will be conducted with the approval of the City. This process allows ICMA-RC and your education team to establish a definitive education plan for the year. In addition, our representatives will be available to conduct individual educational sessions after the meetings for interested participants to provide educational assistance in the selection of investment options. To assist employees in scheduling seminar or individual educational meetings, ICMA-RC will design a custom meeting scheduler linked directly to the City's webpage. Participants can view open seminars and appointments, register online, and get maps and reminders sent as part of the registration process. Your ICMA-RC Retirement Plan Specialist will provide employees with the information they need to enroll quickly and conveniently on the ICMA-RC website or mobile app. Introducing the plan to employees early in their careers is critically important, and ICMA-RC hopes to work with the City to make plan information a key component of new employee orientation. Additionally, if you provide ICMA-RC with the new employee data necessary for online and mobile enrollment, we can send a Welcome Letter with some helpful plan information directly to new hires. The City's involvement in the enrollment process will be minimal.

New Employee Onboarding

	NATIONWIDE
Describe the provider's process in assisting with onboarding and enrolling new employees.	To encourage enrollment and active participation, Nationwide distributes targeted communication pieces, provides custom marketing campaigns, and offers multiple ways to easily enroll. Nationwide offers multiple enrollment options through our high-touch local service team, a simplified online enrollment feature, over-the-phone option through our Retirement Resource Group, and through the Plan Sponsor. The enrollment services we offer are based on our knowledge of behavioral finance principles. Using our insights, we work with all eligible employees to help them understand the benefits of the Plan, how it complements their retirement benefits and can help them prepare for retirement. • Auto Enrollment – Nationwide can support auto enrollment, as permitted by state and local law. The participant will receive a welcome letter in the mail after the account is established with an account number and instructions to go online to set up their online account/profile. • In-Person Enrollment – The local Retirement Specialist will conduct one-on-one and group enrollment meetings, either in-person or virtually, to discuss the process and assist participants. Nationwide supplies tablets computers to all Retirement Specialists that can then be used for online enrollment during individual and group meetings. • Online Enrollment – Employees who prefer self-service can enroll online through our mobile-enhanced website on any device. The website's enrollment feature guides participants through the simple enrollment process in a few easy steps while helping them make informed decisions around what they may need to save to be retirement ready. • Over-the-Phone Enrollment – For employees who want assistance at times convenient to them, Nationwide's Internal Retirement Resource Group provides asset allocation review and enrollment assistance over the phone. • EZ Enrollment – For Plans that elect a Qualified Default Investment Option (QDIA), Nationwide offers the EZ Enrollment Guide for new enrollees. The EZ Enrollment Guide can be customized with State's logo and desired information fields and parameters and uses a QDIA to provide employees with a quick and easy enrollment option that removes the guesswork. • Paper Enrollment – Nationwide supplies enrollment packets to Plan Sponsors to be available through the local office or other City offices. Packets are available for those participants who prefer to enroll via paper.

New Employee Onboarding

	AIG
Describe the provider's process in assisting with onboarding and enrolling new employees.	AIG Retirement Services' communication and education approach has proven extremely successful in achieving increased participation, improved participant asset allocation, and increased employee satisfaction. We offer powerful technology paired with trusted advisors to deliver a personalized client experience that will help each of your employees retire on their own terms. AIG's Retirement Services client care center is also available during normal business hours (7:00 a.m. to 8:00 p.m. Central Time, Monday through Friday) and equipped to support all clients on plan-related questions and to provide assistance with transactions, such as enrolling, accessing their account, providing account status, and facilitating changes like withdrawing money or changing a contribution. In addition, participants can Quick Enroll through multiple channels including a mobile app and web browsers (including PCs, tablets and smartphones). Alternatively, participants take these easy steps to enroll via the participant website: 1. Provide some basic information about themselves 2. Select their contribution rate 3. Click "Enroll" Upon enrollment, participants are automatically enrolled in the plan's default investment option but can modify investment elections and update beneficiaries at any time. Additionally, AIG Retirement Services can provide automatic plan enrollment and automatic contribution increases at a predetermined rate according to the plan document. This encourages active participation in the plan, improving overall retirement readiness for your eligible employees. AIG Retirement Services requires a minimal time and resource commitment from the plan sponsor's personnel during all phases of our relationship, including enrollment. However, AIG Retirement Services requests assistance from the plan sponsor to establish effective communication channels. In addition, we would like assistance with arranging facilities for group meetings and to coordinate our attendance at employee benefit fairs. The plan sponsor's primary responsibility will be to remit contributions and participant information using our secure web-based upload process. We offer a standard layout that represents the desired format of this data. Additionally, the plan sponsor will need to notify AIG Retirement Services of any changes that occur within the plans. Changes may include: • Pay frequencies • Remittance procedures • Terminations • New hire information

New Employee Onboarding

	LINCOLN	VOYA
Describe the provider's process in assisting with onboarding and enrolling new employees.	Retirement consultant, Richard Phelan, located in Melbourne, Florida, will assist participants with all aspects of enrollment and help them thoroughly understand plan benefits and how to maximize the opportunity to save for retirement. *Initial enrollment process:* To start the City's enrollment process, Lincoln conducts a needs assessment to determine the theme, timing, locations, and required resources for employee communications. We identify goals and target the desired participation levels, asset allocation, and diversification requirements, and current level of participant financial wellness. From there, we design a custom communications strategy using the channels that are most appropriate for the City's participants. Key components in the enrollment strategy include: • Pre-enrollment awareness campaign: We partner with the City's benefits staff to develop and implement innovative campaigns that generate interest, excitement, and high attendance at enrollment meetings. • Enrollment: Immediately following group presentations, retirement consultants are available to provide one-on-one assistance to participants. Our process includes streamlined, online enrollment. *Enrollment methods:* Lincoln can accommodate a variety of enrollment methods. The majority of our clients enroll online, which is quick, easy, secure, and personal. Lincoln's streamlined enrollment experience allows employees to enroll in the plan with only a few clicks from the website or mobile app. The information presented on the enrollment page includes: • Deferral rate selection • Auto-increase selection (if applicable) • Investment selection From this screen, participants can also easily access more detailed investment options if they so choose. After enrolling, participants can assign beneficiaries, set up e-delivery preferences, review their contact information, and more. The enrollment experience also provides participants with easy access to educational material and video presentations to learn more about their retirement plan. For those who do not feel comfortable enrolling online, they can enroll through our call center or by working with a retirement consultant. There is no involvement required by the City.	Once your plan has successfully transitioned to Voya, we help make it easy for employees to enroll. An engaging enrollment experience and onsite education meetings highlight the importance of participating in the plan. • Voya's digital enrollment experience – quickly and easily guides your employees through plan enrollment. Your employees can confidently set retirement goals, select savings rates, choose investment paths and clearly see how the choices they make today may impact their estimated monthly income in retirement. • Enrollment materials – provides all the critical information about your plan that your employees need to know as they complete the enrollment process • Onsite education meetings – hosted by experienced local representatives and designed to keep employees engaged and informed about their employer-sponsored plan benefits. This can help satisfy plan sponsor fiduciary responsibilities by promoting the importance of plan participation and higher savings rates.

Terminated Participants

	EMPOWER (SUNTRUST)	ICMA
Describe the provider's process in assisting with terminating employees.	A common challenge for our government clients is helping participants understand their options upon retirement or separation from service, and we can partner with you to implement strategic communications. The foundation of our approach is on building relationships and engaging employees early in their savings journeys. Our retirement plan advisors can guide them in taking full advantage of plan features—including providing counseling on available options after separating from employment. In addition to implementing communication campaigns and providing one-on-one counseling with retirement plan advisors, Empower's Retirement Solutions Group (RSG) offers a suite of enhanced retirement and education services designed to help participants address rollovers and distributions upon or separation from service. This team of experienced professionals with thorough knowledge of securities and tax laws and a variety of financial products, can engage participants in conversation about their options with a focus on education and consultative needs analysis, with the ability to provide advice and recommendations on products and investments that are in the participant's best interest. • Online education: The RSG website provides general education about distribution options, IRAs, and information regarding individual products available through Empower. It also contains several calculators and comparative tools to help participants weigh their options. • Termination letter mailing: Participants will receive a letter following a change in employment status which will explain available options based on personalized data. The letter will include the RSG web address and a phone number to call for additional information and support. • Educational calls: The RSG initiates calls to participants to discuss their options and make sure they understand the pros and cons of each. Counseling and support from our RSG retirement consultants has resulted in a 46% stay-in-plan rate among those government participants who sought counseling.	Employer administration is removed for terminated participants whose accounts have been fully distributed as a result of meeting the following criteria: • For §457 plan participants, accounts of less than $1,000 will be distributed to the participant if certain conditions have been met (can be prior to separation from service). The participant has the option to direct ICMA-RC to send the funds to another provider as a direct rollover.

Terminated Participants

	NATIONWIDE	AIG
Describe the provider's process in assisting with terminating employees.	The transition from the saving years into retirement years is a crucial time in an employee's life. Through our Participant Engagement Program, we provide a proactive and engaging experience in both life stages to: • help ensure participants understand all their options and plan benefits • smoothly and confidently transition into retirement • have the continued support they need to sustain plan effectiveness in retirement • help prevent participants leaving the plan if that's not their best course of action The Transition to Retirement experience is a series of communications and in-person proactive outreach beginning at least 15 months prior to their planned retirement age. Topics addressed include: • Myths vs facts about retirement decisions • Checking in with retirement readiness picture • Catch up contributions • Reviewing your plan value and distribution strategy options • Checking in with your asset allocation decisions • Review and update your contact information and beneficiaries • Completing necessary paperwork to retire and discussing decisions that must be made • Social Security, Health care cost, and Tax education • Reminder of plan value and that Nationwide Retirement Specialists are always here for them Once the participant enters retirement, communication and education topics delivered in person and via email/direct mail include: • Retiree guidance via a Financial Needs Assessment (no cost) • Social Security education • Tips for re-entering the job market • Tax efficient distribution education • Health care cost strategy education • Risk tolerance and asset allocation updates • How to prevent your retirement plans from getting off track • Managing debt in retirement • Value of the plan and continued support from Nationwide Retirement Specialists	AIG Retirement Services representatives are available to provide financial planning and guide terminated participants with regard to the optimal way to achieve their retirement income or other retirement goals. Terminated employees may also contact the AIG Retirement Services Education Center, where licensed representatives will discuss all options available to the employee. AIG Retirement Services provides a variety of informative communication and education materials for terminated participants. Assuming the City of Cocoa provides termination date information on the payroll file, AIG Retirement Services requires minimal time and resource commitment from the plan sponsor's personnel during client terminations.

Terminated Participants

	LINCOLN
Describe the provider's process in assisting with terminating employees.	Lincoln will conduct a targeted communication campaign for terminated participants. The goal of the campaign is to educate terminated participants about their distribution options and to provide information on who to contact for assistance and forms. In addition, participants can receive distribution education and forms during a meeting with the City's dedicated retirement consultant, Richard Phelan. They can also request information about distribution options and forms via CSRs, the IVR, or the participant website. There is no involvement required by the City. Richard will educate terminated/retired participants about the options available to them at the time of distribution. Options may include: • Leaving funds invested in the plan • Rolling funds into an eligible employer sponsored retirement plan or IRA • Establishing a stream of payments to help meet their income needs • Taking a full or partial distribution • Any combination of above Terminated/retired participants also have access to a team of virtual retirement consultants via a toll-free number. These licensed retirement consultants will assist participants with: • Available distribution options • Plan information • Retirement education • Scheduling on-site meetings • Account reviews In addition to one-on-one support, Lincoln can provide targeted communications addressing terminated/retired participants, presentations on our website that cover topics of interest, and online tools to help them understand the status of their retirement savings and make investment decisions.

Terminated Participants

	VOYA
Describe the provider's process in assisting with terminating employees.	We believe participants who are retiring or changing jobs need specialized, personalized and objective guidance on options available to them. A Voya Retirement Consultant will clearly explain the pros and cons of all options available to a participant based on the individual's unique needs. To support this effort during times of transition for your participants, Voya delivers rollover education and guidance through a highly trained and qualified team of retirement consultants available with our Retirement Consulting services. Through this program, we support participants who are: • Terminating their employment with the company (either individual decision or corporate action) • Planning to retire or already in retirement • Interested in receiving guidance and advice on consolidating retirement accounts Voya Retirement Consultants fully understand the plan options for transitioning participants and can answer any participant questions about distributions knowledgeably. Voya's Retirement Consultants provide unbiased education and guidance – our goal is to do the right thing for the participant to help them achieve their personal retirement savings goals. Voya Retirement Consultants clearly explain the pros and cons of all options available to a participant based on the individual's unique needs. Distribution options include: • Leaving the money in the defined contribution plan up to age 72 (when Required Minimum Distributions begin) • Rolling the money over to a new employer's qualified plan • Rolling the money to an Individual Retirement Account (IRA) • Taking a lump sum or a series of partial distributions (if allowed by the plan) • Or, a combination of the above options designed to meet the individual's needs Our Retirement Consultants are fully credentialed investment advisor representatives who are here to service, educate and guide plan participants. Because our Retirement Consultants have access to plan level information, we believe they are in the best position to truly compare the features and benefits of all options and solutions to ensure participants are making educated decisions. We have implemented "best interest" standards along with policies and tools to ensure objective, needs-based guidance is provided to plan participants.

Terminated Participants / “Lost” Employees

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Will the provider allow the Plan Sponsor to sign a blanket authorization allowing the removal of de minimis account balances at mutually agreed upon intervals, with no involvement from the Plan Sponsor at each removal period?	Yes	Yes	Yes	Yes	Yes	Yes
Will the provider agree to automatically research the population of “lost” employees automatically at mutually agreed upon time intervals?	Yes	Yes	Yes	Yes	Yes	Yes
Associated fees with search.	No additional fees for this service when the search involves less than 1,000 missing / lost participants.	No additional fees.	No additional fees.	No additional fees.	No additional fees.	No additional fees.

Conversion / Implementation

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
What amount of lead time will the provider need to prepare for the asset transfer date?	90 days	120 days	112 days	84 days	90 days	112 days
Is the participant 800# live during conversion?	Yes	Yes	Yes	Yes	Yes	No. Voya's local representative can assist participants with questions during the transition period.
In total, how many DC plans has the provider converted from the incumbents over the last five years?	ICMA: 82 Nationwide: 688 SunTrust: 17	Nationwide: 40 SunTrust: 0	ICMA: 68 SunTrust: 0	ICMA: 2 Nationwide: 2 SunTrust: 4	ICMA: 5 Nationwide: 13 SunTrust: 0	ICMA: 33 Nationwide: 301 SunTrust: 6
How many business days would it take after receipt of transferred assets in good order to complete and reconcile participant records?	# of business days to invest transferred assets: 5 business days # of business days to reconcile participant records: 5 business days	# of business days to invest transferred assets: 2 business days # of business days to reconcile participant records: 2 business days	# of business days to invest transferred assets: 1 business day # of business days to reconcile participant records: 1 business day	# of business days to invest transferred assets: 1 business day # of business days to reconcile participant records: 5 business days	# of business days to invest transferred assets: 3 business days # of business days to reconcile participant records: 3 business days	# of business days to invest transferred assets: 3 – 5 business days # of business days to reconcile participant records: 3 – 5 business d

Investment Platform Flexibility

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Fund families available	265	700	200	155	600	200
Total funds (independent share classes)	17,730	20,000	13,000	9,938	12,000	15,000
Total funds (combining share classes)	Information not available	Information not available	4,000	3,312	4,000	Information not available
Non-Proprietary Stable Value CITs (independent share classes)	201	Information not available	7	44	32	27
Non-Proprietary Stable Value CITs (combining share classes)	Information not available	Information not available	2	6	7	11
Willingness to establish new selling agreements[1]	Yes[2]	Yes	Yes	Yes	No	Yes
Proprietary requirements in the fund lineup	No	No	No	No	No	No
Additional fee charged if certain funds / fund families are utilized in lineup.	No	No	No	No	No	No

1. Assuming minimum requirements are met.
2. There is no cost to add a fund to our Alliance List. However, we do require $1 million in initial funding or the use of a new fund in at least 10 plans in order to pursue a l **130** agreement.

Service Team

	EMPOWER (SUNTRUST)	ICMA
Describe the provider's process in assisting with terminating employees.	We know superior service is a critical priority. We build your service team to be an extension of you, and we take that responsibility very seriously. Empower uses a team approach that provides the necessary structure and the technical assistance to install, implement and service a plan as efficiently as possible. This team approach to case management allows our representatives to provide effective services, program design, case management and administrative service functions. We select service team members who we believe are ideal for you based on each team member's skill set, related experience and geographical location. Service team members assigned to you are dedicated to the government segment. • Relationship manager – The relationship manager is local and has ultimate plan service responsibility. Your relationship manager will serve as your primary contact and is responsible for your overall satisfaction with your plan and partnership with Empower. • Client service manager – The client service manager is the overall day-to-day point of contact for the plan sponsor. Due to the additional assets, the City of Cocoa would receive a new service team. Service team members include: • Arielle Keen, relationship manager • Christina Constantine, retirement plan advisor • Sujin Hajka, client service manager	Your Regional Manager will lead the delivery of services and has total direct accountability. The Regional Manager will: • Serve as your primary point of contact. • Lead the on-site education team. • Provide an annual report on plan activity, plan investments and performance. • Address new services and industry developments. • Educate the Committee on topics of interest. Educational services will be provided by an ICMA-RC Retirement Plans Specialist who will: • Discuss education goals in conjunction with your staff. • Conduct group enrollment, investment education, and retirement planning seminars. • Provide individual participant retirement meetings. • Be available to provide education to retirees in the selection of disbursement options for their specific needs. Our *CERTIFIED FINANCIAL PLANNER™ professional team* will educate employees on financial planning topics through comprehensive webinars and our virtual platform. Administrative and recordkeeping services will be provided by our *Plan Sponsor Services team* based at ICMA-RC's headquarters in Washington, DC, who support your day-to-day administrative needs. ICMA-RC is not anticipating any changes to the current service team.

Service Team

	NATIONWIDE	AIG
Describe the provider's process in assisting with terminating employees.	Program Director (Client Relationship Manager) – Oversees the local service team for your Plan. Provides management and development of the on-site education services conducted by the local Retirement Specialist and works closely with the Plan Sponsor to develop a personalized, long-term education campaign and strategy centered on the Plan's needs and goals. Drives the strategy of all education and outreach services and will work with you to define strategic goals for the plan and implement procedures for the desired outcomes to be achieved. Retirement Specialist (Participant Education) – Provides onsite education, communication, and enrollment services through individual consultations and group workshops. Works with each participant to educate them on all components and benefits of the Plan to encourage them to take advantage of provisions that will successfully help them prepare for and live in retirement. Retirement Specialists educate participants on a variety of topics, including the benefits of investing in the Plan, asset allocation strategies, education of the investment options available, and income planning. Relationship Consultant (Administrative Account Manager) – Works closely with the Program Director and Retirement Specialist to oversee all aspects of the services provided. Helps ensure the Plan is administered according to the contract and plan documents, and that processes and enhancements to the Plans are implemented successfully through our corporate office. Nationwide is not anticipating any changes to the current service team. Dave Bazzel, Program Director, will remain the City's primary relationship consultant responsible for the strategic planning and oversight of the local service team, projects and services. Roberto Rodriguez, Retirement Specialist, will continue to provide participant education services for the City's employees.	AIG Retirement Services assigns the following individuals for the implementation and ongoing services of City of Cocoa plan: Relationship Manager The Relationship Manager is the representative responsible for the overall service of the plans and serves as the primary point of contact for your administrative staff. She will ensure that AIG Retirement Services delivers on our overall commitments to City of Cocoa in terms of financial education and retirement planning services, a well-diversified, competitively priced investment lineup, and ongoing administrative services including all reporting of plan activity to the plan sponsor. Account Manager In addition to your Relationship Manager, City of Cocoa is assigned an Account Manager, to assist with the day-to-day administration of the plan. The Account Manager will provide technical support with reporting, file transmission, plan design, compliance questions, etc. They have a deep understanding of regulatory requirements, system operations and operational procedures. Their responsibilities include: • Serving as main point of contact for the daily administrative needs • Responding to inquiries, performing research, and providing City of Cocoa personnel with specific plan activity and operations information • Coordinating plan activity with other areas within AIG Retirement Services to ensure that all administrative activities are executed properly District Vice President The District Vice President supervises the activities of our local service team. This includes employee education and enrollment activities both during conversion and on an ongoing basis. She works with City of Cocoa on the design and modification of the communications and service plan.

Service Team

	LINCOLN	VOYA
Describe the provider's process in assisting with terminating employees.	The City and their employees will benefit from Lincoln's team approach to service. While each team member has a different role, their goal is the same – to help participants achieve better retirement outcomes. The City's service team will focus on understanding the City's culture and retirement plan needs of the employee population. Relationship manager The relationship manager, as the strategic partner, is accountable for the City's complete satisfaction with Lincoln. As the key contact, the relationship manager is responsible for overall program management and the delivery of retirement plan services. Starting with the initial needs assessment meeting, and continuing throughout enrollment, plan implementation, ongoing service, annual plan reviews, and communication and education, the relationship manager achieves the City's service expectations and performance standards for all aspects of the program. Account manager The account manager will serve as the City's dedicated resource for day-to-day plan administration and compliance. The account manager will be a collaborative partner who will address the City's administrative needs and coordinate them across Lincoln's specialized areas to ensure we deliver on all service commitments. *Retirement consultants* The retirement consultants provide world-class customer service and one-on-one coaching sessions for retirement planning. They will work with the City to determine an enrollment schedule that meets their needs and those of the employees. They will also support the City through enrollment, implementation, ongoing service, and education.	The following employees will be assigned to the City's account. Relationship Manager • Serves as a single point of contact for questions for the City. • Provides management oversight for local sales and service team. • Participates in regular plan sponsor meetings. • Works with the local team to establish a communication, education and enrollment strategy. • Conducts regular plan sponsor reviews. Plan Manager • Day-to-day contact for the City. • Manages all plan activity, including contributions, disbursements, reporting and statement delivery. Plan Representative • Provides one-on-one counseling to participants. • Provides on-site financial education seminars to employees. Investment Manager, Investment Products & Services • Assists in the fund selection and evaluation process. • Conducts fund due diligence. Home Office Operations Manager • Oversees client relationship team. • Monitors plan manager performance.

Service Team

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Average number of clients a Relationship Manager (RM) works with.	20	15 – 25	25	16	18	20
Average industry experience (in years).	15 years tenure (industry experience not tracked)	10 – 30 years	15 years	15 – 18 years	19 years	15 years
Ability to attend in-person Committee meetings annually.	Yes	Yes	Yes	Yes	Yes	Yes
Average percentage of RM turnover over the past three years.	5%	20%	9%[1]	2%	5%	2%
Average number of clients an Account Manager (AM) works with.	Varies by plan size and complexity.	Varies by plan size and complexity.	20	10	13	25
Average industry experience (in years).	16 years tenure (industry experience not tracked)	10 – 30 years	15 years	14 years	11 years	17 years
Ability to attend in-person Committee meetings annually.	No	No	Yes	Can attend via phone	Yes	Yes
Average percentage of AM turnover over the past three years.	3%	17%	9%[1]	20%	6%	5%

1. Nationwide tracks employee turnover at an organizational level. We do not track turnover at a departmental level.


Section IV
Participant Services

Participant Education

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Number of onsite education days included in provider's proposal (each bidder was asked to include 12 days).	# of days included during conversion: 12 days # of days included annually: 12 days	# of days included during conversion: 4 days # of days included annually: 12 days	# of days included during conversion: 4 days # of days included annually: 12 days	# of days included during conversion: 4 days # of days included annually: 12 days	# of days included during conversion: 12 days # of days included annually: 12 days	# of days included during conversion: 12 days # of days included annually: 12 days
Per day fee for additional education days.	$500	No additional fees (for reasonable requests).	No additional fees.	$450	$750	$1,000
Are travel & lodging fees included?	Yes	Yes	Yes	Yes	Yes	Yes
Does the provider have the capability to conduct an education meeting as a live webcast as if it was an in-person meeting? If so, what is the cost for a live webinar?	Ability to conduct live webcast: Yes Fee for live webcast: Included as an education day (up to five webinars can be provided in one day) # of webinars / live webcasts included: 12 education days can be used as webinars or onsite meetings. Fee per additional webcast: $500 Can webcasts be customized: Yes	Ability to conduct live webcast: Yes Fee for live webcast: Included # of webinars / live webcasts included: 12 education days can be used as webinars or onsite meetings. Fee per additional webcast: Included Can webcasts be customized: Yes	Ability to conduct live webcast: Yes Fee for live webcast: Included # of webinars / live webcasts included: Included Fee per additional webcast: Included Can webcasts be customized: Yes	Ability to conduct live webcast: Yes Fee for live webcast: Included # of webinars / live webcasts included: 12 education days can be used as webinars or onsite meetings. Fee per additional webcast: Included Can webcasts be customized: Yes	Ability to conduct live webcast: Yes Fee for live webcast: Included # of webinars / live webcasts included: Any of our video presentations and seminars can be delivered as webinars in lieu of onsite meetings. Fee per additional webcast: Included Can webcasts be customized: No	Ability to conduct live webcast: Yes Fee for live webcast: Included # of webinars / live webcasts included: Voya Learn allows employees to learn at a time that is convenient for them. Fee per additional webcast: Included Can webcasts be customized: Yes

Participant Education

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Do education consultants offer individual 1:1 meetings with participants?	Yes	Yes	Yes	Yes	Yes	Yes
Do participants sign up for these meetings?	Yes	Yes	Yes	Yes	Yes	Yes
Are these meetings offered onsite or via phone?	Both	Both	Both	Both	Both	Onsite (however, currently provided virtually due to the pandemic)
Is custom investment advice offered during these meetings (assuming managed accounts are not used)?	Yes	No	Yes	No	No	No
On average, how long are these meetings?	15 – 20 minutes	30 minutes	20 minutes	30 – 60 minutes	30 – 60 minutes	30 – 60 minutes
Are there any age or asset requirements in order for a participant to receive 1:1 meetings?	No	No	No	No	No	No

Participant Advice

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Can participants receive advice through the participant website?	Managed accounts would need to be offered on a plan level.	Fund Advice and/or Managed Accounts services would need to be offered on a plan level.	Yes	Managed accounts would need to be offered on a plan level.	Morningstar Advice would need to be offered on a plan level.	Managed accounts would need to be offered on a plan level.
Can participants receive custom investment / asset allocation advice through the call center or education meetings?	Yes	Fund Advice and/or Managed Accounts services would need to be offered on a plan level.	Yes	Managed accounts would need to be offered on a plan level.	No	Participants would need to be enrolled in managed accounts in order to receive requested advice.
Can participants receive custom advice, regarding distribution options, through the call center or education meetings?	Yes	Fund Advice and/or Managed Accounts services would need to be offered on a plan level.	Yes	Managed accounts would need to be offered on a plan level.	No	Advice can be provided during onsite meetings.
Can participants receive custom advice, regarding next dollar / best step investment, through the call center or education meetings?	No	Fund Advice and/or Managed Accounts services would need to be offered on a plan level.	Yes	Managed accounts would need to be offered on a plan level.	No	Participants can receive advice during onsite meetings.

Managed Accounts

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Managed Account programs offered	Offered through SageView or AAG (powered by Morningstar)	Offered through ICMA (powered by Morningstar)	Offered through Nationwide (powered by Wilshire).	Offered through AIG (powered by Morningstar)	Offered through Lincoln (powered by Morningstar)	Offered through Voya (powered by Morningstar)
Restrictions on core fund lineup or required asset classes in either the core or individual participant's lineup if managed accounts are offered?	Yes[1]	Managed accounts will not allocate to target-date or target-risk funds. At minimum, the Plan must offer three asset classes: Domestic Equity, Foreign Equity and Bonds or Cash Alternatives.	No	No	No	No
Can an enrolled participant opt out at any time?	Yes	Yes	Yes	Yes	Yes	Yes
Fees charged if an enrolled participant opts out?	No	No	No	No	No	No

1. Required Asset Classes: Advisory Services requires exposure to the following five asset classes and that they are represented in a plan's lineup: a) U.S. large cap equity b) U.S. mid or small cap equity, c) Non-U.S. developed equity, d) U.S. bonds, e) Cash alternatives/short-term bonds.

Participant Call Center

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Where are the call centers located?	• Greenwood Village, CO • Overland Park, KS • Andover, MA • Milwaukee, WI	• Washington, DC • Richmond, VA	• Scottsdale, AZ • Columbus, OH	• Amarillo, TX • Houston, TX	• Fort Wayne, IN	• Chandler, AZ • Windsor, CT
What hours can a participant reach a live representative? (EST)	8:00 a.m. – 10:00 p.m. (M-F) 9:00 a.m. – 5:30 p.m. (Sat)	8:30 a.m. – 9:00 p.m. (M-F)	8:00 a.m. – 11:00 p.m. (M-F) 9:00 a.m. – 6:00 p.m. (Sat)	8:00 a.m. – 9:00 p.m. (M-F)	8:00 a.m. – 8:00 p.m. (M-F)	5:00 a.m. – 7:00 p.m. (M-F)
Are appointment-based callbacks offered via the call center?	Yes	Yes	Yes	No	No	Yes
What has been the actual average hold time for a participant to speak to a representative over: **a) 3 years** **b) 12 months** **b) 6 months**	a) 41 seconds b) 53 seconds c) 63 seconds	a) 83 seconds b) 124 seconds c) 88 seconds	a) 25 seconds b) 33 seconds c) 69 seconds	a) 94 seconds b) 69 seconds c) 48 seconds	a) 49 seconds b) 38 seconds c) 31 seconds	a) 31 seconds b) 49 seconds c) 47 seconds

Mobile Capabilities

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Is the provider's participant website "mobile optimized"?	Yes	Yes	Yes	Yes	Yes	Yes
Mobile application offered?	Yes. iOS app launched in 2016 and Android app launched in 2018.	Yes. App launched in 2014 and is supported by iOS and Android devices.	Yes. App launched in 2020 and is supported by iOS and Android devices.	Yes. App launched in 2011 and is supported by iOS and Android devices.	Yes. App launched in 2014 and is supported by iOS and Android devices.	Yes. App launched in 2014 and is supported by iOS and Android devices.
Texting / push notification available for loans, hardships and withdrawals?	Yes	Yes	No	No	No	Text status notifications are available for loans and distributions only.
Is participant PII stored on the user's device?	No	No	No	No	No	No
Fingerprint / facial recognition offered?	Yes	Yes	Yes	Yes	No	Yes



Section V

Expenses

Fee Proposal

City of Cocoa Combined 457(b) Plan

Total Plan Assets: $11,000,000

Total Account Balances: 397

City of Cocoa 401(a) Plan

Total Plan Assets: $270,000

Total Account Balances: 2

City of Cocoa Frozen 401(a) Plan

Total Plan Assets: $2,000,000

Total Account Balances: 4

	EMPOWER (SUNTRUST) / ICMA / NATIONWIDE (current)	EMPOWER (SUNTRUST) (proposed)	ICMA (proposed)	NATIONWIDE (proposed)	AIG	LINCOLN	VOYA
Revenue Requirement – 457(b) Plan (ICMA)	1.03%[1] ($65,246)	N/A	N/A	N/A	N/A	N/A	N/A
Revenue Requirement – 457(b) Plan (Nationwide)	0.88%[2] ($22,752)	N/A	N/A	N/A	N/A	N/A	N/A
Revenue Requirement – Frozen 401(a) Plan	0.26%[3] ($5,300)	0.320%[4] ($6,400)	0.175%[5] ($3,500)	0.390%[6] ($7,800)	0.290%[7] ($5,800)	0.330%[8] ($6,600)	0.390%[9] ($7,800)
Revenue Requirement – 401(a) Plan (ICMA)	1.03%[1] ($2,846)	0.320%[4] ($864)	0.175%[5] ($473)	0.390%[6] ($1,053)	0.290%[7] ($783)	0.330%[8] ($891)	0.390%[9] ($1,053)
Revenue Requirement – Consolidated 457(b) Plan	N/A	0.320%[4] ($35,200)	0.175%[5] ($19,250)	0.390%[6] ($42,900)	0.290%[7] ($31,900)	0.330%[8] ($36,300)	0.390%[9] ($42,900)
Trust / Custody	Included	Included	Included	Included	Included	Included	Included
Standard Compliance Testing	Included	Included	Included	Included	Included	Included	Included
12 Days of Onsite Education	Included	Included	Included	Included	Included	Included	Included
Total Annual Fee	$96,144	$42,464	$23,223	$51,753	$38,483	$43,791	$51,753

Fee Proposal – Footnotes

1. ICMA currently charges 0.80% for both the 457(b) and 401(a) plans plus Investment Management Compensation revenue from Vantagepoint funds.
2. Nationwide's current revenue requirement is 0.44% on all plan assets plus the retention of any mutual fund reimbursements. The average mutual fund reimbursement across all funds is currently 0.30%.
3. Empower (SunTrust) currently charges 0.27% for the frozen 401(a) Plan. If the Plan utilizes the Great-West Investments Fixed Account – Series II as the sole fixed option in the Plan, the revenue requirement will be 0.26%.
4. Empower (SunTrust) is offering the following alternate fee scenarios:
    a) Utilization of the Great-West Investment Fixed Account – Series VI as the sole fixed option in the plan: 0.28%
    b) Utilization of the Great-West Investment Fixed Account – Series V as the sole fixed option in the plan: 0.24%
    c) Utilization of the Great-West Investment Fixed Account – Series IV as the sole fixed option in the plan: 0.17%
    d) If Empower is to remain as the sole incumbent for the frozen 401(a) plan, their revenue requirement will stay at 0.27%. If the Plan utilizes the Great-West Investments Fixed Account – Series II as the sole fixed option in the Plan, the revenue requirement will be 0.26%.
5. ICMA's revenue requirement will be 0.128% assuming the Vantagepoint PLUS Fund is the sole stable value fund available.
6. Nationwide is offering the following alternate fee scenarios:
    a) Nationwide Guaranteed Fund included in the fund lineup (fund rate at 2.92%): 0.20%
    b) Nationwide Guaranteed Fund included in the fund lineup (fund rate at 2.00%): 0.16%
7. AIG's revenue requirement will be 0.22% assuming the inclusion of the VALIC Fixed-Interest Option in the fund lineup.
8. Lincoln is offering the following alternate fee scenarios:
    a) Lincoln Stable Value Account included in the fund lineup and a crediting rate of 1.50%: 0.19%
    b) Lincoln Stable Value Account included in the fund lineup and a crediting rate of 1.40%: 0.175%
    c) Lincoln Stable Value Account included in the fund lineup and a crediting rate of 1.30%: 0.16%
9. Voya is offering the following alternate fee scenarios:
    a) Per participant fee arrangement is requested: $152 per participant
    b) Voya Fixed Account is used as stability of principal option: 0.12% or $45 per participant

Ancillary Plan Fees

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Fee Guarantee	Guaranteed for the contract term.	Five years (the length of the contract)	Guaranteed for the contract term.	Five years	Three years	Five years
Fee for conversion related materials	No additional fees for electronic delivery. Hardcopy delivery would incur additional fees.	No additional fees.	No additional fees.	No additional fees.	No additional fees.	No additional fees.
Deconversion Fee (y/n)	No	No	No	No	There are no contract-level charges for a standard de-conversion. However, if a custom de-conversion (programming, formatting, reporting, etc.) is required, additional charges may apply.	No

Ancillary Plan Fees

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Plan Sponsor initiated fund / share class change requests, including notification to participants	Included	Included	Included	Included	Included	Included
Can provider credit revenue received from the fund lineup back to participants on a pro rata basis and then charge their fee to participant accounts?	Yes. This can be accommodated regardless of if recordkeeping fee is a basis point or per participant method.	Yes. This can be accommodated regardless of if recordkeeping fee is a basis point or per participant method.	Our offer is for an asset based fee only.	Yes. This can be accommodated regardless of if recordkeeping fee is a basis point or per participant method.	Yes. This can be accommodated regardless of if recordkeeping fee is a basis point or per participant method.	Yes. This can be accommodated regardless of if recordkeeping fee is a basis point or per participant method.
Is the provider able to maintain an ERISA recapture account that captures any revenue generated by the fund lineup, which can be used to pay qualified plan expenses or returned to participants?	Yes	Yes	Yes	Yes	Yes	Yes

Float Income

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE
Summarize how the provider earns, calculates and reports float compensation to plan sponsors.	Empower utilizes omnibus banking arrangements to minimize or eliminate float and to minimize other trading costs. Through this process, contribution funding is withdrawn from the plan's account via Automated Clearing House (ACH) on the day it is required for settlement. There is no float because funds are automatically invested. In addition, there is no float on contributions. Contribution amounts received prior to market close will remain in the custodial account until settlement. Although a minimal amount of interest credit is applied to these deposits, the credits are used to offset bank charges. While the use of direct deposit by participants receiving benefit payments has eliminated float earnings on un-cashed checks, benefit payment checks sent via regular mail earn interest credits. These credits are minimal and are used to offset bank charges. Empower does not keep any credits.	Contributions received in good order by 4:00 p.m. Eastern Time are invested that evening at the price as of the close of business. Therefore, there typically is no float. If the contribution detail is not in good order, it will remain in the bank account and any resulting float is retained by ICMA-RC. We offer and it is our goal to deliver payments to participants via electronic funds transfer (EFT.) EFT would eliminate the time period between redemption of funds from the participant's retirement account and deposit to their bank account.	When Nationwide Trust Company, FSB (NTC), a Nationwide affiliate, is custodian or trustee, any incoming suspense money is put into a non-interest-bearing suspense account until investment direction is received. Nationwide will return the assets if direction is not received within five (5) business days. Upon the Plan assets being liquidated for a disbursement, proceeds are deposited in a non-interest-bearing account until the check, wire, or Automated Clearing House (ACH) is paid.

Float Income

	AIG	LINCOLN	VOYA
Summarize how the provider earns, calculates and reports float compensation to plan sponsors.	There is no float income, all unprocessed funds are held in non-interest bearing accounts.	There is not an explicit fee debited from plan assets as float revenue. Instead, a noninterest bearing omnibus bank account is in place at State Street Bank where cash can be temporarily placed to facilitate purchases and liquidations into and out of the plan. As a noninterest bearing account, no explicit direct float income is earned on the cash in transit. However, the account does earn banking credits based on the following formula: • Fed Funds Rate x 1/360 treasury rate Contributions into the account are generally held there for up to two days. Distributions from the account are generally held less than one day (for wires and ACH transfers) and three or more days (for distributions). The length of time cash stays in this account varies depending on how quickly the participant redeems the check or how quickly payroll is processed. Credits earned are used entirely to pay banking and other fees that otherwise would be charged to Lincoln and its clients. Some of the services funded by the banking credits include FDIC insurance charges (currently seven basis points), deposit processing and cash management charges for checks paid, deposits and deposited items, ACH items, wires and internal bank transfers, and monthly maintenance charges – including preparation or wires, account reconciliation reporting, and other banking charges. Any banking credits earned over and above the banking charges and other charges assessed to this account are retained by SS&C Asset Manager Solutions, Inc.	Voya invests contributions in a timely fashion. Contributions that have not been invested and uncashed disbursement payments are held in a non-interest bearing account.

Plan Document Services[1]

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Drafting of plan sponsor requested plan amendments	$325	Costs for elective changes and associated legal costs are the responsibility of the employer.	Included	Included	Included	$200 / hr
Drafting of regulatory requirement plan amendments	Included	Included	Included	Included	Included	Included
Drafting of plan sponsor requested plan document re-statements	$325	Costs for elective changes and associated legal costs are the responsibility of the employer.	Included	Included	Included	$200 / hr
Drafting of regulatory required plan document re-statements	Included	Included	Included	Included	Included	Included
Amendments to the adoption agreement	Included	Included	Included	Included	Included	Costs for plan changes initiated by your plan that require operational adjustments may be charged depending on the scope of the changes.
Amendments to the service agreement	Included	Included	Included	Included	Included	

1. Fees listed on this page assume the provider's plan document is utilized.

Managed Accounts

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Plan Sponsor level fees to setup / maintain managed accounts.	No additional fees.	No additional fees.	No additional fees.	No additional fees.	No additional fees.	No additional fees.
Participant level fees to setup / maintain managed accounts.	**My Total Retirement (opt-in):** • <$100k: 0.65% • Next $150k: 0.55% • Next $150k: 0.45% • >$400k: 0.35% **SageView Personalized Portfolios:** • <$250k: 0.48% • >$250k: 0.45% There may be potential pricing discounts if alternate implementation scenarios are utilized.	**Guided Pathways:** • <$100k: 0.50% • Next $200k: 0.40% • Next $200k: 0.30% • >$500k: 0.20%	**ProAccount:** • <$100k: 0.65% • Next $150k: 0.60% • Next $150k: 0.55% • Next $100k: 0.50% • >$500k: 0.45%	**GPS Portfolio Manager:** • <$100k: 0.60% • $100k - $250k: 0.50% • >$250k: 0.45%	**Morningstar Managed Accounts:** 0.45%	**Morningstar Managed Accounts:** • 0.50%

Participant Transaction Fees

	EMPOWER (SUNTRUST)	ICMA	NATIONWIDE	AIG	LINCOLN	VOYA
Loan Origination (one-time)	$75	$75	$50[1]	$50	$75	$75
Ongoing Loan Administration	$50	$50	$50[1]	$30 (active loan repaid via payroll deduction) / $50 (if repaid via ACH)	$25	$25
Distribution Fee (non-RMD) – Check Request	$50	Included	Included	Included	$40	Included
Distribution Fee (non-RMD) – ACH	$50 plus $15 for ACH	Included	Included	Included	$40	Included
Distribution Fee (RMD) – Check Request	Included	Included	Included	Included	Included	Included
Distribution Fee (RMD) – ACH	Included, $15 for ACH	Included	Included	Included	Included	Included
Hardship Processing / Qualification (including distribution fee)	$135	Included	Included	Included	Included	Included
DRO processing / qualification (including distribution fee)	$450	$250	Included	Included	$500	Included

1. The following fees are assessed at the participant level when applicable: $50 Loan Default Fee, $50 Annual Loan Default Fee, $25 Loan Insufficient Funds Fee.

SAGE VIEW

City of Cocoa 401(a) and 457(b) Retirement Plans Cost Analysis

Lisa M. Garcia, AIF, QPFC

T: 407-791-3562

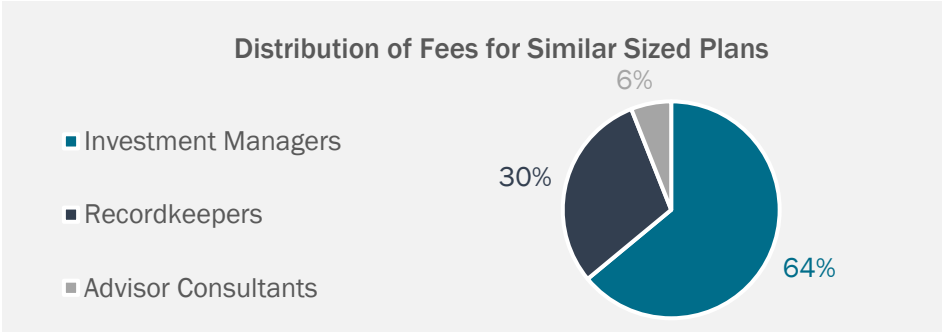
E: Lgarcia@sageviewadvisory.com

City of Cocoa Plans Summary

	Plan Assets	Investment Menu	Total Cost Inc. Investment Expenses	Vendor Revenue
Nationwide 457(b) Plan	$5,500,000	47 Investment Options 13+ Funds on watch-list ***52% of assets in Fixed Account***	1.18%	$22,752 or 0.88%
Empower DC Plan	$2,002,000	17 Investment Options	0.95%	$5,300 or 0.26%
ICMA 401(a) Plan **ICMA 457(b) Plan**	$6,628,897	49 Investment Options 14+ Funds on watch-list	1.30%	$68,092 or 1.03%
Total	**$14,130,897**		**1.20%**	**$96,144** **0.68% (weighted)**

Plan Costs Benchmarking Summary

Fiduciary Benchmarks



		City of Cocoa Current Plan Cost (Aggregate/Weighted)	Peer Group Average
DC, 401(a) and 457(b) Plan Benchmark	Total Plan Costs	1.20%	0.87% – 1.12%
	Recordkeeper's Cost	0.68%	0.16% – 0.30%
	Advisor/Consultant Cost	0.10%	0.18% – 0.25%

Benchmark based on a plan with assets of $14 Million and 225 participants.

City of Cocoa 401(a) and 457(b) Retirement Plan – RFP Project Summary Presentation to City Council

Lisa M. Garcia, AIF, QPFC

T: 407-791-3562

E: Lgarcia@sageviewadvisory.com

Plan Costs Benchmarking Summary

City of Cocoa 401(a) and 457(b) Deferred Compensation Plan Summary:

Total Assets:	$14,130,897
3 Plan Administrators:	Empower, ICMA, and Nationwide
Total Administration Cost:	$96,144
Investment Expenses:	1.20%

		City of Cocoa Current Plan Cost (Aggregate/Weighted)	Peer Group Average
DC, 401(a) and 457(b) Plan Benchmark	Total Plan Costs	1.20%	0.87% – 1.12%
	Recordkeeper's Cost	0.68%	0.16% – 0.30%

Benchmark based on a plan with assets of $14 Million and 225 participants.

Plan Provider Consolidation Project

Plan Administrator Vendor RFP:

- RFP Issued February 18, 2021
- 9 bid received, including bid from all incumbents
- Short-list of 3 providers selected; interviewed April 19, 2021
- Committee selected ICMA-RC (incumbent) as plan administrator to consolidate all plans to a single provider

Benefits of Plan Consolidation:

- Cost savings directly to employees
- Ease of plan administration and help manage City's fiduciary responsibility
- Enhanced employee experience allowing them to manage their retirement accounts
- Single, diversified investment line-up

City of Cocoa Results

	Current	New
Vendors	3 Recordkeeping Providers	Consolidate to 1 Provider
Recordkeeping Fees	$96,144 (combined cost) • ICMA – 1.03% • Empower – 0.26% • Nationwide – 0.88%	$25,000 (new cost) • ICMA: 0.178% • 5-year agreement
Investment Expenses	Multiple Investment Menus • Avg. Expense Ratio: 1.14%	One Streamlined Investment Menu • Avg. Expense Ratio: 0.47%
Investment Options	Up to 49 Investment Options Offered	15 + Target Date Funds (TBD)

Approximate recordkeeping cost reduction of 74%!

+

Exponential savings based on lower investment expenses and benefit of compounding

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-320

File ID:	21-320	**Type:**	Report	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/16/2021
Subject:				**Final Action:**	

Title: Approve the current Code Enforcement Lien for the property located at 1268 Amherst Ct., be reduced to $1,300.00 as recommended by the Code Enforcement Board.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Lien Reduction Application.pdf, Property Appraisers.pdf, Property Tax.pdf, Sunbiz.pdf, Property Survey.pdf, Order Imposing Lien.pdf, Staff Report for Lien Reduction-1268 Amherstdocx.docx, Cost Affidavit Form -1268 Amherst.xlsx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	dcrowl@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Application # CE - 12 - 734

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
FEB 11 2021
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 2-10-21

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Comodore Management, LLC

Name: Kimberly Minot

Mailing Address: 550 S Cocoa Blvd

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-636-6620 Fax #: 321-633-6308

Mobile #: 321-863-9952 E-mail: minottitle@aol.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Comodore Management, LLC

Name: Kimberly Minot

Mailing Address: 550 S Cocoa Blvd

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-636-6620 Fax #: 321-633-6308

Mobile #: 321-863-9952 E-mail: minottitle@aol.com

4. **Information for property on which lien occurs:**

Street Address and Location: 1268 Amherst Ct, Cocoa, FL 32922

Parcel ID:

24-36-30-01-F-8□□□-

24□□□□

Tax Account Number:

2423235

Existing Use(s) on Property: vacant (prior rental)

Proposed Use(s) on Property: Rental

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Section 8 maybe

Nature of Violation(s): Fence

Date Fine or Lien Imposed: 10-9-12 Amount of Fine: $ 10,725.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: Immediately after purchase Purchased 11-6-2013 inspected 12-11-2013 have Code Enforcement Letter Stating Corrected

5. **Please provide the following information:**

Code enforcement case number: CE-12-000734

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? n/a

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? Approximately 30 days

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

We immediately corrected. We provide affordable housing. The home was rented the entire time to an elderly couple with the husband very ill for $600 a month, with many months never paid. This has been only tenant. She moved with family upon spouses death

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Did not own.

Amount you are requesting that the lien be reduced to: Ø

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

When I applied for reduction in July of 2019 code enforcement reinspected. They cited the home stating the exact same shed + fence were not in compliance. This is exactly what was present when passed on 12-11-13. This cost me over $2,000 to remedy to their satisfaction.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **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.

   d. ☐ **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).

   e. ☐ **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.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Kimberly Minot 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 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.

Kimberly Minot
(APPLICANT SIGNATURE)

Notary Public State of Florida
Sandra L.M. Madison
My Commission GG 342380
Expires 06/06/2023

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FLDL R245-516-60-952-0

Sandra L. Madison
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10 day of February, 20 21

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2423235
Owners	COMODORE MANAGEMENT LLC TRUSTEE
Mailing Address	550 S COCOA BLVD COCOA FL 32922
Site Address	1268 AMHERST CT COCOA FL 32922
Parcel ID	24-36-30-01-F-8
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	None
Taxing District	23D0 - COCOA
Total Acres	0.19
Subdivision	COLLEGE MANOR NO 1A
Site Code	0312 - DIXON
Plat Book/Page	0014/0057
Land Description	COLLEGE MANOR NO 1A LOT 8 BLK F



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$82,090	$83,070	$72,570
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$65,590	$59,630	$54,210
Assessed Value School	$82,090	$83,070	$72,570
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$65,590	$59,630	$54,210
Taxable Value School	$82,090	$83,070	$72,570

SALES/TRANSFERS

Date	Price	Type	Deed
10/17/2013	$19,000	WD	7007/1383
08/31/2004	$120,000	WD	5358/4899
08/08/1986	$55,000	WD	2721/0870
10/01/1980	$38,500	--	2257/1073
10/01/1972	$13,000	--	1283/0843

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	1962
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	969
Enclosed Por	340
Garage	231
Open Porch	45
Utility Room	88

Extra Features	
Screen Enclosure	336
Fireplace	1

Generated on 3/15/2021 10:08:35 AM

Total Base Area	969
Total Sub Area	1,673

Generated on 3/15/2021 10:08:35 AM

Lisa Cullen, CFC
Brevard County Tax Collector

Search all services we offer...

Vehicle Registration | Property Tax | Business Tax | Tourist Tax

Account Summary

Real Estate Account #2423235

Print this page

Owner:
COMODORE MANAGEMENT LLC TRUSTEE

Situs:
1268 AMHERST CT
COCOA

Parcel details
Property Appraiser

Get bills by email

Amount due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/04/2020** for **$1,562.16**. Print paid bill (PDF)

Apply for the 2021 installment payment plan

Account history

BILL	AMOUNT DUE	STATUS			ACTION
2020 Annual Bill	$0.00	**Paid** $1,562.16	11/04/2020	**Receipt** #000-21-00034372	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $1,512.11	11/06/2019	**Receipt** #000-20-00028580	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $1,303.95	11/30/2018	**Receipt** #232-19-00001010	Print (PDF)
2017					
2017 Annual Bill	$0.00	**Paid** $1,428.13	11/30/2018	**Receipt** #232-19-00001010	Print (PDF)
Certificate #4144		**Redeemed**	11/30/2018	**Face** $1,354.17, **Rate** 0.25%	
		Paid $1,428.13			
2016					
2016 Annual Bill	$0.00	**Paid** $1,315.98	11/30/2018	**Receipt** #232-19-00001010	Print (PDF)
Certificate #4025		**Redeemed**	11/30/2018	**Face** $1,247.36, **Rate** 0.25%	
		Paid $1,315.98			
2015					
2015 Annual Bill	$0.00	**Paid** $1,266.65	03/26/2018	**Receipt** #208-18-00001767	Print (PDF)
Refund		**Processed** $8.23	04/06/2018		
Certificate #4623		**Redeemed**	03/26/2018	**Face** $1,161.66, **Rate** 4.25%	
		Paid $1,266.65			
2014					
2014 Annual Bill	$0.00	**Paid** $1,140.03	03/30/2017	**Receipt** #213-17-00001672	Print (PDF)
Certificate #4820		**Redeemed**	03/30/2017	**Face** $1,079.79, **Rate** 0.25%	
		Paid $1,140.03			
2013					
2013 Annual Bill	$0.00	**Paid** $1,091.80	11/24/2015	**Receipt** #224-16-00000667	Print (PDF)
Certificate #4661		**Redeemed**	11/24/2015	**Face** $1,033.86, **Rate** 0.25%	

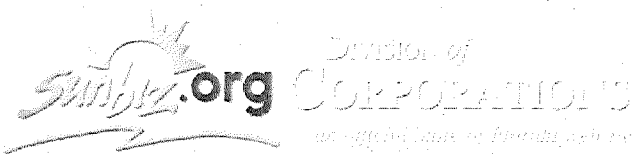
BILL	AMOUNT DUE	STATUS			ACTION
2012 ⓘ					
2012 Annual Bill		**Paid** $634.45	05/15/2014	**Receipt** #2014-5023952	
Tax Deed Application #130682		**Paid off**	11/01/2013		
		Paid $634.45			
2011 ⓘ					
2011 Annual Bill		**Paid** $892.05	05/15/2014	**Receipt** #2014-5023952	
Tax Deed Application #130682		**Paid off**	11/01/2013		
		Paid $892.05			
2010 ⓘ					
2010 Annual Bill		**Paid** $1,001.92	05/15/2014	**Receipt** #2014-5023952	
Tax Deed Application #130682		**Paid off**	11/01/2013		
		Paid $1,001.92			
2009 ⓘ					
2009 Annual Bill	$0.00	**Paid** $1,303.98	05/15/2014	**Receipt** #2014-5023952	
Tax Deed Application #130682		**Paid off**	11/01/2013		
		Paid $1,743.97			
2008 Annual Bill ⓘ	$0.00	**Paid** $1,051.81	01/14/2009	**Receipt** #2009-1109417	Print (PDF)
2007 Annual Bill ⓘ	$0.00	**Paid** $1,251.78	02/01/2008	**Receipt** #2008-2001698	Print (PDF)
2006 ⓘ					
2006 Annual Bill	$0.00	**Paid** $1,488.50	01/14/2009	**Receipt** #2009-1109417	Print (PDF)
Certificate #3630		**Redeemed**	01/14/2009	**Face** $1,411.67, **Rate** 0.25%	
		Paid $1,488.50			
2005 Annual Bill ⓘ	$0.00	**Paid** $1,247.18	03/30/2006	**Receipt** #2006-1311279	Print (PDF)
Total Amount Due	**$0.00**				

E-Check Payments: E-Check payments are **FREE**!

Credit/Debit Card Payments: The payment will appear on your statement as "Brevard Co PRPTAX" or "Brevard TAX DMV". The convenience fee may appear separately as "Brevard Co-Fee". The Tax Collector's office does not receive any portion of the convenience fee.

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DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
COMODORE MANAGEMENT, LLC

Filing Information

Document Number	L11000061279
FEI/EIN Number	N/A
Date Filed	05/24/2011
Effective Date	05/25/2011
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/14/2014
Event Effective Date	NONE

Principal Address

550 S. Cocoa Blvd
Cocoa, FL 32922

Changed: 03/18/2014

Mailing Address

550 S. Cocoa Blvd
Cocoa, FL 32922

Changed: 03/18/2014

Registered Agent Name & Address

MINOT, KIMBERLY R
550 S. Cocoa Blvd
Cocoa, FL 32922

Name Changed: 01/22/2016

Address Changed: 01/22/2016

Authorized Person(s) Detail

Name & Address

Title MMGR

MINOT, THOMAS F

550 S. Cocoa Blvd
COCOA, FL 32922

Title MGRM

MINOT, KIMBERLY R
550 S. Cocoa Blvd
COCOA, FL 32922

Annual Reports

Report Year	Filed Date
2019	04/29/2019
2020	01/25/2020
2021	01/27/2021

Document Images

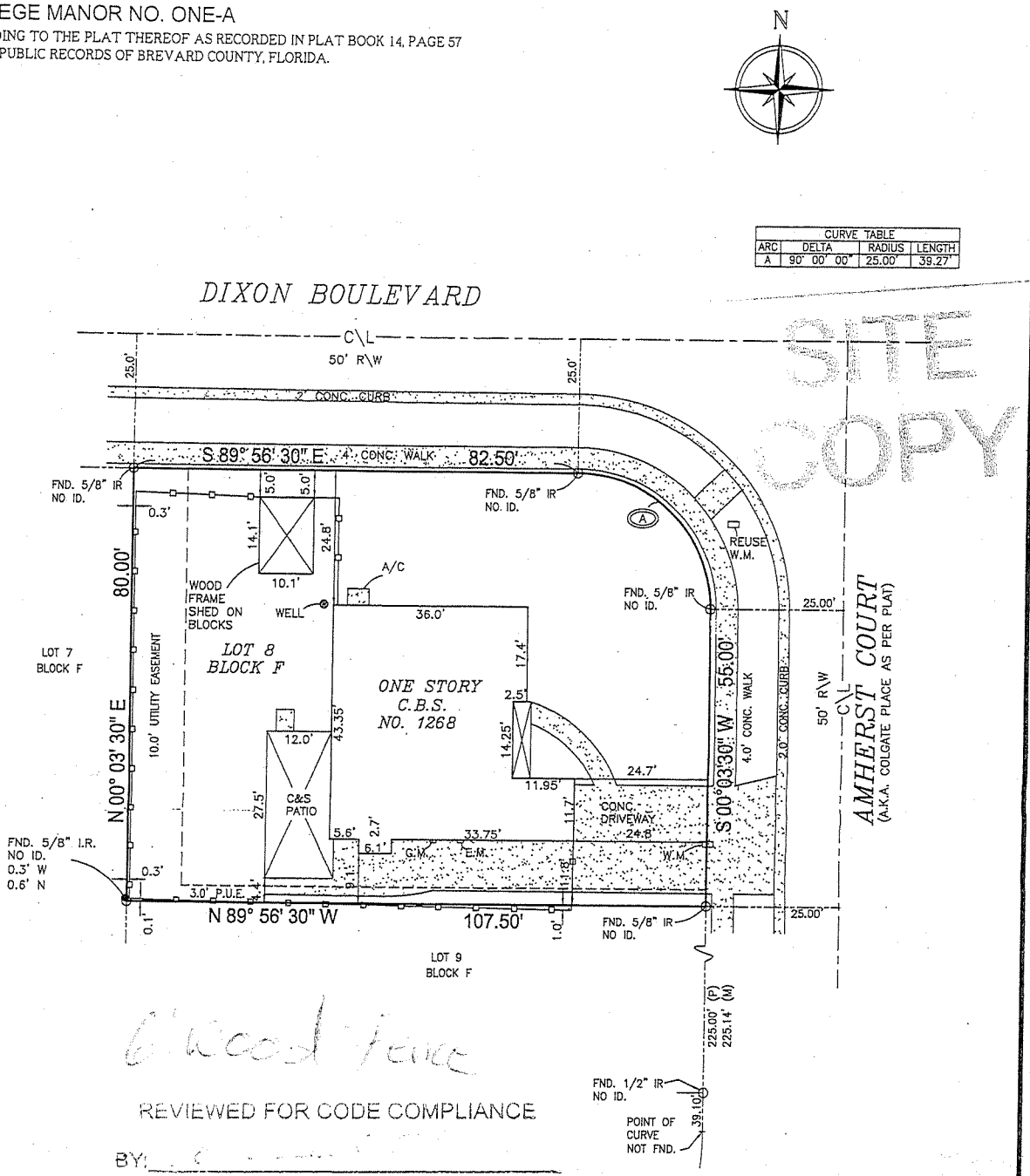
01/27/2021 -- ANNUAL REPORT	View image in PDF format
01/25/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
03/18/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/14/2014 -- LC Amendment	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
08/13/2012 -- LC Amendment	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
05/24/2011 -- Florida Limited Liability	View image in PDF format

Public Document of State Division of Corporations

MAP OF BOUNDARY SURVEY

DESCRIPTION:

LOT 8, BLOCK F
COLLEGE MANOR NO. ONE-A
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 57
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



SITE COPY

6' wood fence

REVIEWED FOR CODE COMPLIANCE

BY: _____

DATE: _____

BUILDING DIVISION - CITY OF COCOA

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X. The Residence is lying in Flood Zone(s) X, Map No. 12009C0425G, Panel No. 425, Suffix G, Community No. 120020, Effective Date, March 17, 2014
2. The bearings shown are based on an Assumed North Meridian, Being S 00°03'30" W along the West R/W line of Amherst Court.
3. This is Real Property being situated in Section 30, Township 24S, Range 36E.
4. The Surveyor has not abstracted the property. Only platted or furnished easements or encumbrances that may restrict the property are shown.
5. Underground improvements are not located unless requested.
6. Elevations if shown hereon based on NAVD88.

LEGEND & ABBREVIATIONS: ○ = Set 5/8" I.R.C.
△ = Set nail with metal disc □ = Set concrete monument with disc
—o— = 4' C.L.F. —x— = 6' VINYL FENCE
—□— = 6' W.F.
— · — = OHPL — — — = Center line

(B.M.)=Benchmark,(CONC.)=Concrete,(C\L)=Centerline,(C.B.S.)=Concrete Block Structure,
(C.B.S.)=Concrete Block Structure,(C.&.S)=Covered and Screened,
(C.M.)=Concrete Monument,(C.M.P.)=Corrigated Metal Pipe,(C.L.F.)=Chain Link Fence
(D)=Deed,(E.M.)=Electric Meter,(F.F.E.)=Finished Floor Elevation,(Fnd.)=Found,
(F.P.R.)=Fixed Point of Reference, (IRC)=Iron Rod with Cap,(I.P.)=Iron Pipe
(G.M.)=Gas Meter,(L.B.)=Licensed Business,(L.S.)=Licensed Surveyor,(M)=Measured
(M.E.S.)=Mitered End Section,(N&D)=Nail & Disc,(O.R.B.)=Official Records Book,
(OHPL)=Over Head Power Line,(P.C.P.)=Permanent Control Point, (P)=Plat
(P.O.B.)=Point of Beginning,(P.O.C.)=Point of Commencement
(P.R.M.)=Permanant Reference Monument,(P.U.& D.E.)=Public Utility & Drainage Easement,
(RNG.)=Range,(R.C.P.)=Reinforced Conc. Pipe,(R\W)=Right of Way,(SEC.)=Section
(TWP.)=Township,(WUP)=Wood Utility Pole,(W.F.S.)=Wood Frame Structure,(W.M.)=Water Meter

CERTIFIED TO: COMODORE MANAGEMENT LLC

Certified By: EL Signature Date: 6-17-20

I Eric Nielsen Professional Surveyor & Mapper, No. 5386, L.B. 6946, State of Florida certify this map of survey meets the standards set per Florida Administrative Code 5J-17.051 pursuant to Chapter 472.027 per Florida Statutes.

Eric Nielsen Land Surveying, Inc.
12 STONE STREET, COCOA, FL. 32922
Ph: (321) 631-5654
email: nielsensurveying@bellsouth.net

Revisions:

SCALE:	DATE:	JOB NO
1" = 20'	05-10-2020	20-210-05

©

CFN 2012217576, OR BK 6724 Page 1164, Recorded 10/29/2012 at 03:56 PM, Mitch Needelman, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000734
CERTIFIED MAIL: 70121010000134962487

October 22, 2012

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	Joseph W Parish 1268 Amherst Ct Cocoa, FL 32922

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on September 20, 2012, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated September 20, 2012
Accordingly, it having been brought to the Board's attention on October 18, 2012, That Respondent(s) have not complied with the Order dated September 20, 2012, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of ($25.00) per day , per violation for each and every day the violation(s) exists and continues to exist 1268 Amherst Ct, described as: Parcel ID 24-36-30-01-0000F.0-0008.00

After October 9, 2012 which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 22nd day of October, 2012 at City of Cocoa , Florida.
CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Chairman of Board
CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 10/22/12 **Signed:** Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

MARY LOU STEARNS
Notary Public - State of Florida
My Comm. Expires Sep 3, 2015
Commission # EE 93583
Bonded Through National Notary Assn.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/15/2021

LIEN REDUCTION REQUEST FOR
1268 Amherst Ct

CASE # 12-734

The Code Enforcement Board held a public hearing on **9/20/2012**, at which time the Board found the owner, **Parish, Joseph W** in violation of the following:

Sec. 6-1001(g) Fencing & Exterior Structure

The Code Enforcement Board provided the owner time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was started against the property effective **10/19/2012.** The lien ran at **$25.00** per day from **10/19/2012** until compliance was achieved on **12/12/2013**. The total fine is **$10,725.00** Code records show onsite inspections were conducted and contact was made. The current owner **Kimberly Minot**, is requesting that the lien be reduced to **0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current applicant owned the property at the time the violation(s) occurred; **No, Purchased or Assumed Ownership in 2013**
- The number of violations related to the subject liens; **One**
- Number of Inspections performed:**8**
- The length of time the property was in violation before correction
- Previous Code Violations: **Yes**
- Property Taxes: **2020 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **3/3/21 and was incompliance before prior to the Code Board Meeting**

The current market value of the subject property; the current market value is **$82,090.00** according the Brevard County Property Appraiser.

Total Amount of Liens: **$10,725.00**

Staff submits their cost sheet for Case # **12-734** in the amount of **$1,280.65**

Staff's recommendation is based on the gravity of the violations, the amount of time it took the property to come into compliance, and the total amount of the fines. **Reduction to the total amount of $1,280.65 (staff costs)**

Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-12-734 **Date: 02/26/21**

Comodore Management LLC

Site Address:1268 Amherst Ct.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	6	0.5	$25.16	$75.48
2	Code Manager	2	0.5	$38.64	$38.64
3					
				Total A1	$114.12

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	6	0.5	25.16	$150.96
2	Code Manager	2	0.5	38.64	$77.28
3					
				Total A2	$228.24

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	10	$26.16	$261.60
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$59.81	$119.62
4					
5					
				Total A3	$681.22

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	450	$0.35	$157.50
2	Large Envelope	32	$0.64	$20.48
3	Standard Envelope	9	$0.10	$0.90
4	Color Photo Prints	32	$0.45	$14.40
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	4	$5.26	$21.04
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$257.07

C. Total Amount of Cost (A1+A2+A3+B): $1,280.65

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-345

File ID:	21-345	**Type:**	Resolution	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	05/05/2021
Subject:				**Final Action:**	

Title: Review State of Florida Executive Orders Number 21-101 and 21-102 invalidating all emergency order issued by a political subdivision of the State due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses and suspending, eliminating and superseding all remaining local government mandates and restrictions upon businesses and individuals based on the COVID-19 State of Emergency and take action necessary regarding the local face covering emergency ordinance no. 13-2020, resolution 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	EO_21-101.pdf, EO_21-102.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	mfuhrer@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 21-101

(Invalidating All Remaining Local Emergency Orders Based on the COVID-19 Emergency)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, subsequently extended, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, the State of Florida led the national effort to distribute COVID-19 vaccines to seniors first and has now provided vaccines to nearly 9 million people; and

WHEREAS, every Floridian who desired a vaccine is eligible to obtain one, and Florida now maintains a sufficient supply of COVID-19 vaccines for every eligible Floridian who desires a vaccine to be vaccinated; and

WHEREAS, scientific studies show that vaccines protect individuals from COVID-19 and reduce hospitalizations and deaths caused by COVID-19; and

WHEREAS, on April 29, 2021, Surgeon General Dr. Scott Rivkees issued a Public Health Advisory (1) stating that continuing COVID-19 restrictions on individuals, including long-term use of face coverings and withdrawal from social and recreational gatherings, pose a risk of adverse and unintended consequences, (2) further expanding vaccine eligibility, and (3) advising government offices to resume in-person operations and services; and

WHEREAS, due to the tremendous steps the State has taken to protect Florida's most vulnerable populations and rapidly offer vaccines to every eligible Floridian who desires one, local communities lack justification in continuing to impose COVID-related emergency orders restricting the rights and liberties of their citizens; and

WHEREAS, on May 3, 2021, I signed into law SB 2006 – Emergency Management – which provides, effective July 1, 2021, that any emergency order issued by a political subdivision must be narrowly tailored to serve a compelling public health or safety purpose, must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible, and may be invalidated by the Governor, at any time, if the Governor determines that such order unnecessarily restricts individual rights or liberties; and

WHEREAS, it is my determination that the remaining emergency orders issued by the political subdivisions of this State due to the COVID-19 emergency are not narrowly tailored to serve a public health or safety purpose and unnecessarily restrict individual rights and liberties, including the economic and commercial rights and liberties of business owners in this State; and

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. In order to protect the rights and liberties of individuals in this State and to accelerate the State's recovery from the COVID-19 emergency, any emergency order issued by a political subdivision due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses is invalidated.

Section 2. Nothing herein prohibits a political subdivision of the State from enacting ordinances pursuant to regular enactment procedures to protect the health, safety, and welfare of its local population. Only the COVID-19 emergency orders, as defined in SB 2006, enacted prior to July 1, 2021, are hereby invalidated.

Section 3. This order is effective beginning on July 1, 2021 and shall be immediately filed with the Division of Administrative Hearings.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, 3rd day of May, 2021.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2021 MAY -3 PM 4:06
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 21-102

(Suspending All Remaining Local Government Mandates and Restrictions Based on the COVID-19 State of Emergency)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on September 25, 2020, I issued Executive Order 20-244, suspending the collection of local fines and penalties associated with COVID-19 regulations upon individuals, and on March 10, 2021, I issued Executive Order 21-65, categorically remitting all fines upon individuals and businesses alike related to local government COVID-19 restrictions; and

WHEREAS, on March 29, 2021, the Legislature presented, and I signed into law, SB 72 – Civil Liability for Damages Relating to COVID-19, enacted as Chapter 2021-1, Laws of Florida, which provides crucial liability protection to individuals, businesses, educational institutions, religious organizations, and health care providers for liability claims related to COVID-19; and

WHEREAS, on April 27, 2021, I extended the state of emergency initiated by Executive Order 20-52 as necessary to ensure Florida schools remain open for the remainder of the school year, to protect Floridians from being required to produce a so-called vaccine passport as a condition of participating in everyday life, and to implement budgetary response efforts to help Floridians to the greatest extent possible; and

WHEREAS, on April 29, 2021, Surgeon General Dr. Scott Rivkees issued a Public Health Advisory (1) stating that continuing COVID-19 restrictions on individuals, including long-term use of face coverings and withdrawal from social and recreational gatherings, pose a risk of

adverse and unintended consequences, (2) further expanding vaccine eligibility, and (3) advising government offices to resume in-person operations and services; and

WHEREAS, the State of Florida led the national effort to distribute the vaccine to elderly and vulnerable populations and has provided vaccines to nearly 9 million people; and

WHEREAS, every eligible Floridian is now legally permitted to obtain a vaccine, and Florida maintains a sufficient supply for every eligible Floridian who desires a vaccine to be vaccinated; and

WHEREAS, scientific studies show that vaccines protect individuals from COVID-19 and reduce hospitalizations and deaths caused by COVID-19; and

WHEREAS, the State and the majority of local governments have declined to issue mask mandates; and

WHEREAS, a select number of local governments continue to impose mandates and business restrictions, without proper consideration of improving conditions and with no end in sight; and

WHEREAS, due to the tremendous steps the State has taken to protect Florida's most vulnerable populations and rapidly offer vaccines to every eligible Floridian who desires one, local communities lack justification in continuing to impose COVID-19 mandates or restrictions upon their citizens; and

WHEREAS, with my encouragement, the Florida Legislature passed and I signed SB 2006, a measure designed to curb restrictions and closures of businesses during an extended emergency, to add significant accountability and difficulty for the continuation of any local limitation on the rights or liberties of individuals or businesses, and to declare in no uncertain terms that the policy of the State of Florida will favor a presumption of commercial operation and individual liberty with no toleration for unending and unjustified impediments to that liberty; and

WHEREAS, in light of these recently enacted reforms, the widespread vaccination of Florida residents, and the sufficient supply of vaccines for all eligible Florida residents, I find that it is necessary for the State of Florida to enhance its rapid and orderly restoration and recovery from the COVID-19 emergency by preempting and suspending all remaining local emergency restrictions on individuals and businesses and to return day-to-day life back to normal everywhere in the State.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. In order to mitigate the adverse and unintended consequences of the COVID-19 emergency and to accelerate the State's recovery, all local COVID-19 restrictions and mandates on individuals and businesses are hereby suspended.

Section 2. This order eliminates and supersedes any existing emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

Section 3. For the remaining duration of the state of emergency initiated by Executive Order 20-52, no county or municipality may renew or enact an emergency order or ordinance, using a local state of emergency or using emergency enactment procedures under Chapters 125, 252, or 166, Florida Statutes, that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

Section 4. Nothing herein prohibits a political subdivision of the State from enacting ordinances pursuant to regular enactment procedures to protect the health, safety, and welfare of its population. Only orders and ordinances within the scope of Section 1 based on a local state of

emergency or on emergency enactment procedures due to the COVID-19 emergency are hereby eliminated and preempted.

Section 5. This order supersedes Sections 2 and 3 of Executive Order 20-244.

Section 6. This order is effective immediately.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, 3rd day of May, 2021.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2021 MAY -3 PM 4:06
DEPARTMENT OF STATE
TALLAHASSEE, FL

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-596

File ID:	20-596	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	02/19/2021
Subject:				**Final Action:**	

Title: Adopt a Resolution to create an Upstart Cocoa Minority and Small Business Program, approving the Upstart Cocoa Policies, Procedures, and Conditions and granting the ability to execute an agreement with weVENTURE WBC.

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Resolution No. 2021-041: Creating Upstart Cocoa Review Committee - 4-23-21.docx, Scope of Services weVENTURE WBC for Upstart Cocoa Small Business Program KNE Edits 4-26-21.docx, Upstart Cocoa Small Business Forgivable Loan Agreement Template - 4-26-21.docx, WeVenture Upstart Cocoa Small Business Program Services Agreement - 4-26-21.docx

Enactment Number:

Recommendation:

Hearing Date:

Drafter: aessing@cocoafl.org

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, CREATING AN UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM TO FOSTER THE GROWTH OF SUCH BUSINESSES IN THE CITY OF COCOA AND PROVIDE FORGIVABLE LOANS TO SUCH BUSINESSES RELOCATING TO OR STARTING UP IN THE CITY OF COCOA; ADOPTING AN UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM POLICY; ESTABLISHING THE CITY OF COCOA UPSTART COCOA REVIEW COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, pursuant to Section 166.021(8), Florida Statutes, the Legislature has found that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state and that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state; and

WHEREAS, the Legislature has further concluded that the governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS; the City Council desires to create the Upstart Cocoa Minority and Small Business Program ("Program") for the purpose of providing business education and forgivable loans of up to ten thousand dollars ($10,000.00) to minority small businesses and minority small business entrepreneurs desiring to relocate existing businesses to the City of Cocoa or to start new businesses within the City of Cocoa; and

WHEREAS, the Program is designed to empower entrepreneurs to succeed in Cocoa, attract minority-owned businesses to the City, contribute to the City's

economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa; and

WHEREAS, the City Council also desires to adopt an Upstart Cocoa Minority and Small Business Program Policy, establishing application and eligibility requirements, funding guidelines, and recommendation and reimbursement procedures governing the Program; and

WHEREAS, the City Council further desires to create the Upstart Cocoa Review Committee, which shall be an ad-hoc committee assisting in the administration of the Program to include application selections for participation in the business education and coaching element of the Program and recommendations to the City Council regarding the award of forgivable loans; and

WHEREAS, the City Council has determined this Resolution is in the best interests 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 foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Adoption of Upstart Cocoa Minority and Small Business Program Policy. The Upstart Cocoa Minority and Small Business Program Policy attached hereto and incorporated herein by this reference as "**Exhibit A"** is adopted to establish requirements and procedures relating to applications and application selection, Program eligibility, funding approval, eligible expenses and reimbursement, and other aspects of the Program.

SECTION 3. Creation of the Upstart Cocoa Review Committee. The City Council hereby creates an ad-hoc Upstart Cocoa Review Committee ("Committee") to make decisions and appropriate recommendations to the City Council regarding matters relating to the Upstart Cocoa Minority and Small Business Program ("Program") and, specifically, selection of applicants to participate in the Program, forgivable loan awards, and appropriate action following grantees' failure to perform the obligations required by the Program and any Program agreements and policies. The Committee shall have final decision-making authority with respect to selection of applicants to participate in the education and business coaching phase of the Program.

SECTION 4. Composition of the Upstart Cocoa Review Committee. The Committee shall consist of no more than five (5) members and no fewer than three (3) members, which shall consist of City of Cocoa staff members and may also include a banking or financial industry representative doing business in the City and a representative of weVenture Women's Business Center at Florida Institute of Technology's Bisk College of Business or of a future selected service provider performing business coaching and education services for the Program.

SECTION 5. Appointment of Members. The City Manager shall appoint the members of the Committee. The City Manager shall also have the authority to fill vacancies and remove members in his or her discretion as necessary. Each member of the Committee shall serve at the pleasure of the City Manager and may be summarily removed at any time with and without cause. Each member of the Committee shall serve without additional compensation.

SECTION 6. Upstart Cocoa Review Committee Meetings. Meetings of the Committee shall be duly-noticed, public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the City Manager or his or her designee so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or matters of special interest to minority small businesses in Cocoa. The agendas, minutes and a record of the proceedings and recommendations of the Committee shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council. The first order of business for the Committee shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings, which may be conducted informally. In the absence of the chairperson, the deputy chairperson shall run the meetings. A majority of the members of the Committee shall constitute a quorum. The Committee shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the Committee may act by majority vote. However, the Committee may reference and explain minority opinions/positions which obtained the vote of at least two (2) members of the Committee in any recommendation made to the City Council.

SECTION 6. Staff Resources. The Economic Development Manager shall serve as staff liaison to the Committee. The City Clerk's office shall provide administrative assistance to the Committee and shall be responsible for noticing meetings, preparing minutes, and archiving public records.

SECTION 7. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 8. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 9. 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 the 11th day of May, 2021.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

EXHIBIT A

Upstart Cocoa Minority and Small Business Program (Forgivable Loans)
Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans ("Forgivable Loans") will be provided through the Upstart Cocoa Minority and Small Business Program ("Program") to promote the growth of women and minority-owned small businesses (collectively, "Minority-Owned Businesses") throughout the City of Cocoa. Forgivable Loans are provided on a first-come, first-serve basis to minority small business owners and entrepreneurs looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa to fund certain eligible expenses. The goal of the Program is to empower entrepreneurs to succeed in Cocoa, attract Minority-Owned Businesses to the City, contribute to the City's economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. The Program is designed as a forgivable loan program, which may be awarded after successful completion of business coaching and educational training for entrepreneurs offered through the WeVenture Program or another service provider selected by the City. The WeVenture Program is part of the Women's Business Center at Florida Tech's Bisk College of Business. Forgivable Loan awards made to Minority-Owned Businesses will encourage relocation to Cocoa and support minority entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Definitions

Minority-Owned Business – means any small business which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons.

Minority Person - means a lawful, permanent resident of Florida who is:

(a) An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.

(b) A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

(c) An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands before 1778.

(d) A Native American, a person who has origins in any of the Indian Tribes of North America before 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.

(e) An American woman.

Small Business - entrepreneurial ventures that are moving to or starting in the City of Cocoa with 10 employees or less.

Community Enrichment Element – an act of giving back to the community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity (Cocoa High School, etc.) or a 501c3 providing services to the community of Cocoa.

Overview of Program Structure

The Office of Economic Development will oversee the Program for both the City of Cocoa and the Diamond Square Redevelopment Agency's similar program. Funding is based on budget availability and will be considered on a "first come, first served basis." Application submission does not guarantee approval. The Forgivable Loans are funded between $1,500 and $10,000 as determined by the City Council. For startup businesses, the minority entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. Minority small business owners and entrepreneurs may advance through the Program as follows:

1. Minority small business owners located outside the City and wishing to relocate to the City of Cocoa and minority entrepreneurs desiring to start a business in Cocoa must submit an application to the Program. This application will require the Applicant to demonstrate need for startup costs or relocation costs and comply with application requirements as described further in this Policy. A proposed business plan is required upon submission of the application.
2. The Upstart Cocoa Review Committee and WeVenture or the City's selected service provider shall review applications and choose promising candidates for the Program. The number of applications selected shall depend on budget availability. Application selection shall occur at a duly noticed public hearing.
3. The selected applicants complete business coaching and coursework for approximately a 24-week period with WeVenture or the City's selected

service provider. Tuition for the business coaching and coursework will be paid for by the City, but all other expenses, such as mileage and supplies for classes, shall be paid for by the applicant. The objective will be to gain further education regarding topics such as business management, finance and budgeting, marketing, product/service development, and human resources. In addition, the selected applicants will work with WeVenture or the City's service provider to refine a business plan appropriate for a start-up business or existing business.

4. At the conclusion of the 24-week period, WeVenture or the City's selected service provider shall provide a funding recommendation to the City's Office of Economic Development regarding the specific eligible expenses that the City may wish to fund. The Upstart Cocoa Review Committee will make a recommendation to the Cocoa City Council regarding the award of a Forgivable Loan, ranging between $1,500 and $10,000, based on factors described further in this Policy, including the applicant's performance during the 24-week period and the strength of the refined business plan. The Upstart Cocoa Review Committee's recommendation will be made at a duly noticed public hearing.
5. Should a Forgivable Loan be awarded by the Cocoa City Council, the Minority-Owned Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the Minority-Owned Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.
6. Minority-Owned Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the community within three years. After three years of maintaining the business in Cocoa, the loan will be 100% forgiven.

Upstart Cocoa Review Committee

The Upstart Cocoa Review Committee will oversee the review of all applications, recommendations for selection of participants/grantees, funding recommendations to the CRA/City of Cocoa and default procedures. The Committee will meet on an as needed basis. The Upstart Cocoa Review Committee will be comprised of three (3) to five (5) members, which shall include a City staff member from the Office of Economic Development, and may include a representative of WeVenture (or the City's then-current selected service provider) and/or a banking or financial industry representative doing business in the City, all of which will be appointed by the City Manager or his or her designee.

Eligible Businesses

Each applicant must be a small, Minority-Owned Business or minority person entrepreneur of a for-profit, new or relocating business, which intends to locate in the City of Cocoa.

Any eating and drinking establishments may be eligible for funding as long as the business derives at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises. This may include restaurants, mobile vending, and refreshment stands selling prepared foods for immediate consumption.

The types of businesses that are not eligible for funding under this Program include: social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bailbond services, tattoo/body piercing parlors, check cashing facilities, adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal or in violation of the City Code.

Existing businesses in the City of Cocoa are not eligible for funding. However, minority business owners of existing businesses within the City of Cocoa seeking to start an additional business shall be considered eligible, except as further provided herein. The applicant shall not be eligible for the Upstart Cocoa Program if he/she has received Upstart Cocoa Funding, or other business assistance funding from the CRA or the City of Cocoa within the last three (3) years from the date of the current submittal, except for façade improvement programs. If the applicant has received Upstart Cocoa funding more than three years prior to the date of the current submittal, applicant must have successfully completed the Upstart Cocoa Program and not defaulted in order to be eligible for funding assistance for a second and final time. Completion of the Upstart Cocoa Program means complying with the terms of the Upstart Cocoa agreement during the three-year time period of the agreement ("Program Period"). Applicants who have defaulted on a previous Upstart Cocoa agreement are no longer eligible for the Upstart Cocoa Program. If, after review, an application is administratively rejected by staff or has been denied funding by the review committee, the applicant shall not be eligible to reapply for the Upstart Cocoa Program for one year from the date of the original submittal.

Each applicant may be entitled to Upstart Cocoa funding for one business during the three-year Program Period. If the applicant is a corporate entity or principal that owns more than one business, the corporate entity or principal shall submit an application for only one business. For example, if a corporate

entity owns business A and B, an application can only be submitted for either business A or B, but not both. If the corporate entity is granted funding for business A and successfully completes the Upstart Cocoa Program for the business, the corporate entity may then apply for funding for business B after the three-year Program Period has elapsed. In addition, use of the Upstart Cocoa funds cannot be transferred to another business owned by the corporate entity or principal for which an application was not submitted. For example, if a corporate entity owns businesses A and B and submitted and application for business A, any funding assistance granted for business A cannot be given to or used for business B.

Application Criteria

Grant applications will be reviewed for completeness, compliance with Program criteria and deemed acceptable by the Upstart Cocoa Review Committee. Businesses that do not comply with the Program criteria and conditions will not be eligible for funding. All members of the entity applying for the Program must sign the forgivable loan application.

Formal applications will be made with a business plan and Upstart Cocoa Application. Applications will be reviewed and selected by the Upstart Cocoa Review Committee. Applicants are required to submit a proposed business plan, resume, two years of tax returns for both business and/or personal (relocating businesses), and a lease agreement or letter of intent to lease, along with any other requested documents in the application. If the applicant owns the property, then proof of ownership and mortgage information must be provided.

The Program Manager will conduct due diligence as may be appropriate, including researching public records for any liens, lawsuits, or complaints filed against the applicant or the business entity.

Falsifications and omissions on the application may result in administrative rejection of the application.

Forgivable Loan Approval Procedure and Program Participation

The Upstart Cocoa Review Committee will make recommendations to the City Council regarding funding following completion of the approximately 24-week education period. The amount of any forgivable loan shall be determined by the City Council in its sole discretion, based on the following general factors:

- The estimated cost of proposed eligible expenses
- Strength of the business plan
- Evaluations of applicant performance in the WeVenture Program or similar program

- Potential economic and fiscal impact of the proposed business on the City of Cocoa
- Location of the proposed business and whether it will be home-based
- External funding available to the applicant

After a Forgivable Loan is awarded by the City Council, the City Council will enter into an Upstart Cocoa Program Agreement with the applicant (hereinafter referred as the "grantee"), which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms of the Upstart Cocoa Agreement. The maximum funding per business that will be awarded under the program is $10,000.

Conditions included in the Upstart Cocoa Agreement may include, but are not limited to:

- Grantee shall remain open for business at a City of Cocoa location for a period of at least three years. Funding shall be expended and reimbursed within one (1) year of the effective date of the Agreement.
- Grantees not yet open for business must be open for business and begin to provide services or products to the general public within six (6) months of the effective date of the Agreement.
- Business must submit annual reports to the Office of Economic Development.
- Grantee shall provide and complete a Community Enrichment Element prior to the end of the third year.
- Grantee shall display the Upstart Cocoa logo, as provided by the City, on the front main entrance door of the business.
- Businesses that relocate outside of the City prior to loan forgiveness will be required to repay the loan in full.
- Existing business owners must possess a current City of Cocoa Business Tax Receipt. New business owners must obtain a City of Cocoa Business Tax Receipt within 90 days of agreement execution.

The City may also require the grantee to enter into a Security Agreement to secure the specific capital equipment or inventory funded by the City through the Forgivable Loan.

Grantees will also be required to invest in the project for which funding is requested in an amount of at least 10 percent (10%) of the cost of the items approved for funding.

All grantees must be in compliance with applicable City codes, policies and ordinances and current on federal, state and local taxes. Grantees who are approved for financial assistance for lease costs (rent abatement) must secure

a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa.

All grantees who will utilize a mobile vending model will need to commit to required hours, percentages of sales, and other conditions as required by the City's Economic Development Manager in the City of Cocoa area.

Once a grantee received funding under the Program, he or she may not apply for other business assistance programs from the CRA/City of Cocoa, except for façade improvement programs, for a period of three years. The Program Manager will remain actively involved with the grantees via site visits or yearly meetings.

Eligible Expenses and Reimbursement Procedures

The program provides financial assistance for the following on a reimbursement basis:

- Start-up expenses or relocation expenses, which may include, but are not limited to:
  - Rent subsidy for a period not to exceed 3 months. During this period rent payments may gradually decrease in increments to be determined by available funds. Rent subsidy includes only the base rent amount and common area maintenance. Home-based businesses do not qualify for rental subsidies.
  - City fees (i.e. utility deposits, permitting fees, Business Tax Receipt fees)
  - Inventory expenses generally not to exceed 25% of the loan amount.
  - Marketing Expenses, which may include marketing campaigns for goods and services, advertising in local papers and on websites, the use of outside marketing firm to design websites, and signage, with the total amount for Marketing Expenses generally not to exceed 25% of the loan amount.
  - Moving expenses for large equipment and furniture
  - Capital equipment purchases of at least $1,000 necessary to operate the primary functions of the business
  - One Year Membership to the Cocoa Beach Regional Chamber of Commerce
  - Other expenses as recommended by WeVenture or the City's selected service provider.

To be reimbursed, the Grantee must provide to the Office of Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

- Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material or of landlord receiving rent payments;
- Date of work or material provided;
- Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack) or identification of property and premises for which rent has been paid;
- Itemized cost of work performed or material supplied;
- Statement signed by landlord, laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee
- For proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt

Payment is made to the grantee on a reimbursement basis. The grantee must submit invoices with original receipts to the Program Manager for items and services purchased in accordance with the terms of the Forgivable Loan Agreement and this Policy. The expenses will only be reimbursed for items and services purchased after the effective date of the Forgivable Loan Agreement, unless the City Council approves otherwise. If rent abatement has been awarded, payments will be made to the grantee upon proof of payment to the landlord for each month that is specified in the Forgivable Loan Agreement not to exceed three (3) months. All payments will be made to the grantee approximately thirty (30) days from the date of receipt of the requisite documentation. The Program Manager will establish the necessary administrative procedures for processing payment.

Funding provided through the Upstart Cocoa Program will be treated as a deferred loan, whereby no interest will accrue upon the principal of the total loan amount and payment to the City Council is deferred for a three (3) year period. At the end of the three-year period, the loan will be forgiven in its entirety on the condition that the grantee is in compliance with the terms and conditions of the Forgivable Loan Agreement and this Policy.

Default

If the grantee fails to comply with one of the conditions to receiving funds under the Upstart Cocoa Agreement, the Program Manager will contact the grantee in an effort to determine the reason for the noncompliance. Without

compromising the integrity of the program, the Program Manager shall attempt to accommodate legitimate and substantiated problems being faced by the grantee. If a suspected default or breach occurs, as defined in the Forgivable Loan Agreements, the Program Manager will first contact the grantee in an effort to verify the occurrence of a default and determine the reason for the default. If the Program Manager is not successful in contacting the grantee, he/she will inform the City's Attorney of the suspected default. Once the City's Attorney confirms the default, the Manager will cease further payments to the grantee and instruct the City Attorney to send a letter, notifying the grantee of the default and demanding either the grantee cure the default or reimburse the City of Cocoa. The letter will also instruct the grantee to contact the Program Manager to further discuss the matter. If the grantee fails to respond to the demand letter, fails to cure the default or reimburse the City the stated amount, or proposes a settlement, the Program Manager will coordinate a meeting of the Upstart Cocoa Review Committee. The Program Manager will send a letter to the grantee notifying him/her of the date and time of the meeting.

The Upstart Cocoa Review Committee will meet on an as-needed basis and will make recommendations to the City Council regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the grantee, including, but not limited to: (1) recommending that the City Attorney's Office initiate litigation in the event the grantee fails to respond to the demand letter or refuses to reimburse the City of Cocoa; (2) recommending mediation or other alternative dispute resolution actions; (3) recommending terms of a mutually agreeable settlement in the event the grantee proposes a payment schedule; or (4) recommending no further collection action and termination of the Agreement. The Committee's recommendation will be reported to the City Council for final approval.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The City retains the right to amend this Policy and any supporting documents, including the Forgivable Loan Agreement documents. The City also retains the right to advertise and promote businesses that receive Program funds.

weVENTURE™
WOMEN'S BUSINESS CENTER at FLORIDA TECH
BISK COLLEGE OF BUSINESS

TO: **Angela Essing,** Economic Development Manager, City of Cocoa
aessing@cocoafl.org, 321-433-8522

RE: **Business Support Services & Techincal Assistance for Upstart Cocoa Small Business Forgivable Loan Program**

INTRODUCTION.

weVENTURE Women's Business Center at Florida Tech's Bisk College of Business' (weVENTURE WBC) mission is to accelerate sustainable business growth for entrepreneurs and business owners by providing customized coaching, business education, mentoring and networking programs. weVENTURE WBC is focused on and committed to delivering results and making a real difference to businesses in Brevard, Indian River and St. Lucie counties. weVENTURE WBC produces quantifiable results and we are recognized for our leadership in providing a wealth of high-quality resources to entrepreneurs interested in starting and growing their businesses, networking, developing leadership skills and advancing their careers.

PURPOSE.

To partner with the Upstart Cocoa Minority and Small Business Program (Upstart Cocoa) that is designed to promote the growth of minority-owned businesses throughout the City of Cocoa. The goal of Upstart Cocoa is to empower entrepreneurs to succeed in Cocoa, attract small minority business to the City, contribute to our economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. weVENTURE WBC will develop a customized educational program for each applicant chosen to participate in Upstart Cocoa, including coaching intended to assist entrepreneurs and existing businesses with refining their business plan.

OUR SOLUTION.

weVENTURE WBC will participate in Upstart Cocoa in the following ways:

- Designating a staff member to participate as a committee member of the Upstart Cocoa Review Committee, which shall meet as necessary to review initial applications for the Upstart Cocoa Program, make funding recommendations to the Cocoa City Council and/or the Diamond Square Community Redevelopment Agency following applicant completion of coursework, and make recommendations regarding further action as a result of a grantee's default. weVENTURE WBC acknowledges that the Upstart Cocoa Review Committee's actions are subject to the Sunshine Law and shall be conducted in accordance with such law; and
- Developing a customized educational and coaching program for each applicant chosen to participate in Upstart Cocoa as described further herein that will last approximately 24 weeks; and
- Completing a recommendation "worksheet" upon each applicant's completion of the 24-week educational and coaching program identifying the best possible expenditures eligible for a Forgivable Loan.

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EDUCATIONAL AND COACHING SCOPE OF SERVICES.

weVENTURE WBC shall provide direct business support in a customized, accessible way utilizing proven programs of the US Small Business Administration (SBA) WBC model to each applicant chosen by the Upstart Cocoa Review Committee for participation in Upstart Cocoa. Applicants will need to complete the SBA required 641 client registration form in addition to any registration process required by Upstart Cocoa.

weVENTURE WBC shall provide the following Education and Coaching Services:

- **Business Coach.** A weVENTURE WBC Business Coach (BC) will be available to serve on the Upstart Cocoa Review Committee as provided above.
- **Tailored Educational Coursework.** For each approved applicant, weVENTURE WBC BC will create a tailored educational program, which may include elements such as peer group training sessions with subject matter experts on topics such as human resources, marketing, accounting and finance, supply chain/logistics, and customer service; self-paced training modules; group learning; and subject matter expert (SME) coaching to ensure all clients receive support or training on the key elements unique to their needs. If appropriate for the applicant, weVENTURE WBC may place an applicant in either the **IGNITE 360 ™ PATHWAYS** pre-existing track for walking aspiring entrepreneurs through the business start-up process or the **IGNITE 360 ™ TRANSITION** pre-existing track for already existing small businesses to encourage capacity building and sustainable business growth. However, weVENTURE WBC may completely customize the educational coursework for each applicant and may use a combination of any of the above-described elements for any particular applicant. The tailored educational program for each applicant shall consist of a minimum of 2 hours per week during the approximately 24-week program. In addition, the tailored educational program shall include individual coaching or training to assist the applicant in refining its business plan submitted with the application to Upstart Cocoa.

IGNITE 360 ™ Program Details:

- weVENTURE WBC engages more than 70 experienced mentors, subject matter experts and Florida Tech faculty who are dedicated to client success.
- The IGNITE 360 ™ Model was designed at and trademarked by Florida Tech for weVENTURE WBC.
- The IGNITE 360 ™ model allows our organization to accelerate sustainable business growth for emerging and second-stage companies across all industries. A custom team of mentors works with each client to address specific targeted outcomes, such as workforce capability at different management levels, operational capacity to create and retain jobs, and ability to expand product or service offerings.

- **IGNITE 360 ™** Program Portfolio of Services:
  - Startup Businesses
    - **IGNITE 360 ™ PATHWAYS** walks aspiring entrepreneurs through the start-up process, laying a solid foundation for their business to grow on.
  - Established Businesses

DRAFT for REVIEW

- **IGNITE 360 ™ TRANSITION** is for business owners ready to focus on strategy and business fundamentals to build a strong foundation for growth or change.
- **IGNITE 360 ™ ADVANTAGE** is for emerging business that are ready to build a strong foundation for growth.
- **IGNITE 360 ™ PREMIER** is a 6 month intensive program for experienced second-stage companies ready to take their business to the next level.

WHY weVENTURE WBC.

We are ready to support the success of Upstart Cocoa and here's why:

- We understand the need for programs focused on women and minority business owners.
- We have a proven track record of business support and technical services to the business communities and our resources partners.
- We achieve measurable performance outcomes for our clients and positively impact our local economy through job creation, revenue growth, and business expansion.
- We have been recognized by the SBA for our contributions to our community of women and minority owned businesses.

DELIVERABLES.

- Promptly responding to all requests by the City of Cocoa's Office of Economic Development to schedule and attend public meetings of the Upstart Cocoa Review Committee
- Up to 4 hours of dedicated Business Coaching for each applicant at the onset of the program, to fully asses the business and identify outcomes and objectives for the custom educational program.
- Provide a tailored educational program plan summarizing the major elements of each applicant's plan and approximate number of hours to be spent on each element within fourteen (14) business days of the applicant's initial meeting with weVENTURE WBC
- Complete a business finance worksheet as needed to acquire Upstart Cocoa funding within seven (7) business days following an applicant's completion of the educational coursework program
- Keep the City's Economic Development Manager apprised of the progress of each applicant and meet with such Manager as necessary

DRAFT for REVIEW

weVENTURE WBC Contact Information:
321-674-7007

Kathryn Rudloff, Executive Director
krudloff@fit.edu

Amber Batchelor, Women's Business Center Program Director
abatchelor@fit.edu

UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT

[INSERT GRANTEE NAME]

This **UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 20_____, by and between the **City of Cocoa**, a Florida municipal corporation, the principal address of which is 65 Stone Street, Cocoa, Florida 32922, (hereinafter referred to as the "City") and **_____,** a Florida _____ (hereinafter referred to as "Grantee"), the principal address of which is _____ (hereinafter singularly referred to by their respective designation contained hereinabove, or as the "Party", and collectively as the "Parties").

RECITALS:

WHEREAS, in an effort to promote the growth of women and minority-owned small businesses (collectively, "Minority-Owned Businesses") throughout the City of Cocoa, the City has adopted and established the Upstart Cocoa Minority and Small Business Program (hereinafter referred to as the "Program") and the governing Upstart Cocoa Minority and Small Business Program Policy (hereinafter referred to as the "Policy"), which provide City financial assistance towards certain specified start-up, retention, or relocation costs and expenses for eligible enterprises within the City; and

WHEREAS, the City has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public by providing vibrant and diverse retail businesses and services within the City; and

WHEREAS, Grantee is eligible for City financial assistance pursuant to the Program because it is either a startup Minority-Owned Business or an existing Minority-Owned Business that is relocating to the City and has already successfully completed a business education curriculum with the weVenture Women's Business Center at Florida Tech's Bisk College of Business or similar service provider at a cost of $2,500.00 paid by the City; and

WHEREAS, Grantee is seeking assistance under the Program in the form of reimbursement for eligible expenses, such as capital equipment necessary for the operation of the business exceeding $1,000 in cost, rent abatement, expansion costs, and marketing costs as further specified herein; and

WHEREAS, in order to offset such expenses of the business, the City, upon recommendation by the Upstart Cocoa Advisory Committee, has awarded funding in the amount of up to _____, to be given pursuant to and contingent upon the terms of this Agreement; and

WHEREAS, the Grantee has provided to the City copies of its necessary business entity formation documents, registration with the Florida Secretary of State, and has applied or will apply for a City of Cocoa business tax receipt; and

WHEREAS, the governing Upstart Cocoa Minority and Small Business Program Policy is attached hereto as **EXHIBIT A**, which shall be fully incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the conditions contained in this Agreement and specifically Section 4 hereunder, the City shall provide funding up to the maximum amount of _____ ($) ("the Funding" or "Forgivable Loan") on a reimbursement basis in accordance with the following:

a. The City Council has approved, based on the recommendation of the Upstart Cocoa Review Committee, the following eligible expenses that may be reimbursed up to the maximum amount described above and shall not exceed the amount allocated below for each type of eligible expense (if applicable):

Type of Eligible Expenses	Maximum Amount/Conditions

b. To be reimbursed, the Grantee shall provide to the City of Cocoa Office of Economic Development the following:

(i) Paid receipts from laborers, suppliers, materialmen, contractors, sub-contractors, service providers and/or a landlord. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, sub-contractor, and/or service providers performing work or supplying material or of a landlord receiving rent payments; 2) Date of work or material provided or rent received; 3) Description of property upon which the work was provided or to which the material was delivered or for which rent was paid; 4) Itemized description and cost of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. – who supplied the material, quantity and type of material supplied, charge for material); 5) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer

with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); 6) Statement signed by laborer, supplier, materialmen, contractor, sub-contractor, service provider or landlord that the amount billed has been paid by the Grantee; and 7) for proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt. The paid receipts are subject to review and approval by the City's Office of Economic Development; and

(ii) Paid receipts demonstrating that the Grantee has paid at least 10 percent (10%) of the cost of the items approved for Funding from funds other than the Forgivable Loan.

c. All payments will be made to the Grantee approximately thirty (30) days from the date of receipt of the requisite documentation.

d. Purchases must be made after the Effective Date of this Agreement unless otherwise expressly approved by the City Council.

e. If all items for the above categories have been purchased and the amount the City has reimbursed Grantee is less than the maximum amount of Funding, Grantee may use the remaining funds for other item(s) not included in the proposal submitted, but that are associated with the startup or relocation of the business and are eligible expenses as provided in the Policy, upon approval by the Economic Development Manager, provided that the total amount reimbursed Grantee under the terms of this Agreement does not exceed the maximum amount of Funding.

f. If a specified amount is allocated to a specific type of eligible expense category listed above, such funds cannot be shifted in whole or in part to another category without approval from the Economic Development Manager or the City Council and must be in compliance with the terms of the Policy.

g. All Funding subject to this Agreement must be expended and reimbursed within one (1) year of the Effective Date of this Agreement.

h. By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform construction work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by the Grantee and be reimbursed.

i. Reimbursement shall be denied for any instance in which the terms of this Agreement or the Policy have been violated.

3. <u>Deferred Loan</u>. The Funding is a deferred loan, whereby no interest will accrue upon the principal of the total award amount and payment to the City shall be deferred during the term of this Agreement. The loan shall depreciate at 33% each year for the first two years and 34% for the third year. At the end

of the three-year period, the loan shall be forgiven in its entirety as long as the Grantee is in compliance with the terms and conditions of this Agreement and the Policy. In the event of a Default, the City shall be entitled to recover, at minimum, a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total Forgivable Loan amount based upon the year in which the Default occurs. Notwithstanding the forgoing, the entire Forgivable Loan shall be repaid in full in addition to the _____ cost of the business education curriculum with the weVenture Women's Business Center at Florida Tech's Bisk College of Business or similar service provider expended by the City should the specific Default event be that the Grantee remains in business but relocates outside the City limits during the three-year period.

4. <u>Conditions of Funding</u>. The City shall not be obligated to provide the Funding in Section 2 herein to Grantee unless Grantee first meets the requirements set forth in Section 2 and maintains compliance with the other conditions listed in this Agreement and the Policy, including:

a. Grantee agrees and warrants to the City that the Funding reimbursed pursuant to this Agreement have and shall only be spent for purposes as approved in Section 2 above.

b. Grantee agrees and warrants that Grantee shall remain open for business at a City of Cocoa location for a period of at least three (3) years from the Effective Date of this Agreement. In addition, Grantee agrees that, if Grantee is not already open for business upon the Effective Date of this Agreement, Grantee shall be open for business and begin to provide services or products to the general public within six (6) months of the Effective Date of this Agreement. For Grantees that are not yet open for business at the time of the Effective Date of this Agreement, the Grantee shall be required to inform the Economic Development Manager of the date upon which the business is open and begins to provide services or products to the general public. Grantee shall further, at a minimum, be open for business at least ____ days per week and at least ____ hours per day for a minimum of ____ hours each work week, except in cases of emergency. If the City determines that the Grantee has not remained open for business for said three (3) – year period, has failed to timely open for business, and/or is consistently failing to maintain hours of operation as agreed to herein, the Grantee agrees that it shall constitute a Default as provided in Section 6 below.

c. Grantee shall at all times be in compliance with the Cocoa City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Cocoa business tax receipt, which shall be obtained within 90 days of the Effective Date of this Agreement, and any other required licenses at all times. This part is not intended to preclude the City of Cocoa from granting Grantee certain waivers, exemptions, or variances as allowed under the Cocoa City Code.

d. Grantee shall display the City of Cocoa logo, as provided by the City, on the front main entrance door of the business and/or on the business's website as a funding partner for the term of this Agreement.

e. Grantee agrees to seek technical assistance from an economic development organization or company, approved by the Office of Economic Development, on an as-needed basis to address financial

issues, business strategy, and/or marketing, but only to the extent that such services are available to the Grantee at no cost.

f. Grantee shall provide and complete a Community Enrichment Element to "pay back" twenty-five percent (25%) of the Forgivable Loan amount within three (3) years from the Effective Date of this Agreement. The Community Enrichment Element shall consist of an act of giving back to the City of Cocoa community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity, such as Cocoa High School, or a non-profit organization providing services to the Cocoa community. Volunteer hours shall be valued based on an hourly rate calculated from the participating employees' salary or earnings, as approved by the Economic Development Manager.

g. Grantee shall submit annual reports to the Office of Economic Development describing the number of employees employed during the previous year, compliance with the conditions of Funding as required in this Agreement, including progress on the Community Enrichment Element, number of clients served, profit and loss statements, progress on business plan goals and objectives, and any other information reasonably requested by the Economic Development Manager, in a form acceptable to the Economic Development Manager. These reports may be delivered to the City Council for review.

h. If Grantee has been approved for financial assistance for lease costs (rent abatement), Grantee must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa. A copy of this lease shall be provided to the Office of Economic Development within 90 days of the Effective Date of this Agreement.

i. Grantee must maintain compliance with all other requirements of the Policy attached hereto as **Exhibit A.**

j. Grantee shall make timely payment of any and all taxes owed by Grantee and shall timely file sales tax returns with the Florida Department of Revenue. Grantee shall further provide a copy of such filed sales tax return to the City's Office of Economic Development and Finance Department either monthly or quarterly depending upon the filing frequency established by the Florida Department of Revenue.

5. Books and Records; Public Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the City during regular business hours. Financial records, supporting documentation, statistical and all other records pertinent to this Agreement shall be retained for a period of at least three (3) years after final payment by the City of any Funding, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three-year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Agreement shall be immediately

returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement.

Pursuant to Chapter 119, Florida Statutes, the Grantee 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 the Grantee related, directly or indirectly, to this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of 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. The Grantee agrees to comply with public records laws. 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 the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

6. <u>Default and Remedies.</u> The occurrence of any one of the following events or conditions shall constitute a default and breach of this Agreement by Grantee, and shall entitle the City to enforce the terms of this Agreement and/or any Security Agreement signed by the Grantee and to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, injunctive relief, immediate cessation of any payments contemplated herein to Grantee, and/or seeking reimbursement of either a prorated amount of the Funding or all of the Funding already paid by the City to Grantee, including the cost of the business education curriculum previously expended by the City. Except where the remedy has been specifically established in this Agreement, the election of remedies, including whether to seek reimbursement of the prorated amount of the Funding or all of the Funding already paid by the City to the Grantee shall be in the sole discretion of the City Council. Prior to the City filing or taking any action as a result of a default under this Agreement (other than immediate cessation of any payments contemplated herein to

Grantee), the City shall first provide the defaulting Grantee with written notice of said default. Upon receipt of said notice, the defaulting Grantee shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing or taking said action to the extent that such action may be cured.

a. Grantee's failure to comply with any of the requirements of this Agreement, specifically including the Conditions of Funding in Section 4 and the requirements of the Policy attached hereto as **Exhibit A**.

b. Grantee's sale of the business or change of the current business that would not independently qualify for the Program.

c. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

d. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to this Agreement.

e. Grantee defaults on its mortgage or terminates its lease without securing a new lease within the City of Cocoa.

Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7. Term and Termination. The term of this Agreement shall be for a period of three (3) years following the Effective Date of this Agreement. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without penalty, if Developer fails to comply with the terms of this Agreement and the Policy attached hereto as **Exhibit A** and, if applicable, fails to cure any default within the time period allowed in Section 6.

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

9. Indemnification. Grantee shall be solely responsible for all services, products, and work it performs as a business and for the safety of its own employees. As such, to the extent permitted by law, Grantee shall indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers, including the Upstart Cocoa Advisory Committee and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from (i) Grantee's performance, nonperformance, breach or violation of this Agreement; (ii) Grantee's performance or production of goods and services for the public; or (iii) injury of the Grantee's own employees , and which are caused in whole or in part by Grantee, its agents, employees or subcontractors, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable. The forgoing obligation to indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers shall specifically extend to and include all claims, damages, losses, and expenses arising from (i) injury or negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying goods to the public; (ii) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work or to maintain a safe workplace; (iii) injury or negligence of any person arising from work, material, or equipment supplied that is subject to reimbursement pursuant to this Agreement; or (iv) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, 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 City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City 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. This indemnification provision shall survive termination of the Agreement.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the City shall have the right to immediately terminate this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, strikes, or failure or breakdown of transmission or other utility facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the City is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the hindered party shall provide written notice to the other and the period for such performance shall be extended for the period such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

TEMPLATE

12. Agency. Grantee and City, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Cocoa now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

16. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the City is one of mandamus to require the City's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the City. Grantee cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City contained herein.

TEMPLATE

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Estoppel Letter. Upon the request of Grantee or one of its lenders, the City hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) if delivered to an overnight courier service, on the business day immediately following delivery to such service; or (iii) if mailed by certified mail, return receipt requested, on the third business day after mailing, addressed to the party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City of Cocoa

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

Grantee

23. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the City, which shall not be unreasonably withheld. As stated above in Section 6, the sale of the business or change of the current business that would not independently qualify for the Program shall constitute a default, in which case the City's consent shall be withheld.

24. Grantee's Signatory. The undersigned person executing this Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Agreement.

25. Inspection. City staff is authorized to conduct an inspection of the Grantee's property at any time during regular business hours to ensure the terms and conditions of this Agreement have been met, and

TEMPLATE

Grantee specifically consents to such inspections. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

26. Attorney's Fees. In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City for failure to comply with this Agreement and terms and conditions of the Funding, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

27. Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). 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.

28. E-Verify Registration and Use.

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Grantee 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.

b. Subcontractors

(i) Grantee shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Grantee r 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.

(iii) Grantee shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Grantee must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Grantee 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.

TEMPLATE

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Grantee shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

[SIGNATURE PAGES FOLLOW]

City of Cocoa

By: _____
Stockton Whitten, City Manager

Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Stockton Whitten, the City Manager

TEMPLATE

of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

GRANTEE

_____

Printed Name: _____

Title:_____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2021, by _____, the _____ of _____, a Florida _____. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

TEMPLATE

EXHIBIT A

Upstart Cocoa Minority and Small Business Program Policy

TEMPLATE

UPSTART COCOA SMALL BUSINESS PROGRAM SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2021, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and FLORIDA INSTITUTE OF TECHNOLOGY, INC., doing business as weVENTURE WOMEN'S BUSINESS CENTER, with its principal place of business located at 150 W. University Blvd., Melbourne, Florida 32901-6988, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain business education and business coaching services for program participants of the Upstart Cocoa Small Business Loan Program; and

WHEREAS, SERVICE PROVIDER is an active not-for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform business educational and coaching services on behalf of the CITY with respect to Upstart Cocoa Small Business Program and shall provide a staff member to serve and be appointed by the City Council as a member of the Upstart Cocoa Review Committee, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, general referred to as "Services" herein. SERVICE PROVIDER recognizes that performance of the Services is contingent upon the CITY's receipt of eligible applications for the Upstart Cocoa Small Business Program, and the CITY reserves the right to reject all applications. Accordingly, the CITY makes no representations regarding a minimum number of Program applicants that will be selected during the Term. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is

exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary. SERVICE PROVIDER shall be responsible for coordinating and making available all necessary classroom and meeting spaces (which may be located at any of its educational facility locations in Brevard County, Florida) to provide the Services, whether online or in-person, though the CITY may authorize the use of conference rooms and other meeting rooms if available.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to provide educational and business coaching services to applicants chosen for participation in the Upstart Cocoa Small Business Program. However, SERVICE PROVIDER shall be required to provide the minimum number of hours of business coaching and schedule or prepare the minimum number of hours of tailored educational programs for each applicant as established in the Scope of Services per **EXHIBIT "A"**, unless a chosen applicant fails to attend classes or meetings, or otherwise to participate in the Program**.** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through a lump-sum payment of $2,500.00 to be paid for each applicant chosen for participation in the Upstart Cocoa Small Business Program. SERVICE PROVIDER shall provide the CITY with an invoice after the applicant is selected for participation. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. No additional compensation shall be provided for service or hours spent serving on the Upstart Cocoa Review Committee, which shall meet on an as-needed basis as described in **EXHIBIT "A."** If upon the request of the CITY,

SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be one (1) year, and may be renewed for two (2) additional one year periods upon mutual agreement of the Parties and upon the same terms described herein. The CITY's City Manager may exercise this renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any breach of this

Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, either the CITY or SERVICE PROVIDER may terminate this Agreement for any reason, with or without cause and without penalty, by giving the other party thirty (30) days advance written notice of such party's termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination, and SERVICE PROVIDER will continue to be responsible for the performance of the remaining unperformed Services for each applicant participating, as of the date of termination, in the Upstart Cocoa Small Business Program for which the invoice of Service Provider has been paid. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER 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, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'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, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be

transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

SECTION TEN
SUNSHINE LAW

SERVICE PROVIDER understands and acknowledges that by providing a staff member to serve on the Upstart Cocoa Review Committee, such staff member shall be subject to requirements of s. 286.011 and s. 286.0114, Florida Statutes, and related statutes, which may include both criminal and noncriminal penalties for violations. The SERVICE PROVIDER shall be responsible for the acts, omissions, conduct and defense of the staff member while engaged in service on the Committee with respect to any alleged Sunshine Law violations.

SECTION ELEVEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER 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 CLIENT pursuant to this Agreement.

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 CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION TWELVE
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
weVenture Women's Business Center
Florida Institute of Technology, Inc.
150 West University Boulevard
Melbourne, Florida 32901
Att'n: _____

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.

SECTION THIRTEEN
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER 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.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION FOURTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. 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..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not

affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:	CITY OF COCOA:
_____	_____
	Stockton Whitten, City Manager
Printed Name: _____	
Title: _____	Date: _____
Date: _____	ATTEST:
	_____
	Carie Shealy, City Clerk, MMC

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-294

File ID:	21-294	**Type:**	Informational Item	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	04/08/2021
Subject:				**Final Action:**	09/10/2021

Title: Approval of RFP# P21-19-COC, a Request for Proposals for the purchase of real estate and development of 915 Florida Avenue scheduled to be published on Vendor Link on May 18, 2021.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Exhibit A - RFQ 21-19-COC Purchase of Real Estate Development_915 Florida Ave, Exhibit B - 21-110 Cocoa Highest Best Use Draft Report Update 915 Florida Avenue (3-2021)AMENDED.pdf, Exhibit C - AC21-2218 2nd Revised Appraisal 915 Florida Ave.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cneuterman@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Issuance | Release Date: Tuesday, May 18, 2021
Legal Advertisement Date: Tuesday, May 18, 2021 (Florida Today)
To: All Prospective Proposers
From: Heath Hancher, PmP, CPPM – Purchasing / Contracts Manager

Dear Potential Proposer:

The City of Cocoa, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Qualifications (RFQ) document. The successful proposer(s) must demonstrate by his/her qualifications, experience, availability, approach, and work plan that he/she will best serve the overall needs of the City.

If you are interested in preparing a response to this RFQ, please read requirements carefully and complete the proposal in the manner as set forth in this RFQ document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening.

There will be a NON-MANDATORY Pre-Proposal conference held for this project Tuesday, June 1, 2021 at 10:00 AM Local Time. Due to COVID-19 a virtual dial in is provided, Conference Number: 813-856-5829 Phone Conference ID: 525 846 284 PRESS #.

Questions regarding this solicitation must be received via email at the address above no later than **Friday June 4, at 5:00 PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The City welcomes your response to this RFQ document. Proposals should be prepared in accordance with the RFQ instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFQ at any time to protect the interests of the City. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Cocoa, Florida.

City of Cocoa, Florida | Purchasing & Contracts Division

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**
TITLE: Purchase of Real Estate & Development – 915 Florida Ave.		

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
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TITLE: Purchase of Real Estate & Development – 915 Florida Ave.		

SECTION 1. PROJECT OVERVIEW.

1.01 PURPOSE AND INTENT

The City of Cocoa (**"City"**) invites developers, end-users and interested parties (collectively "**Proposer**") to submit a P**roposal** to purchase and develop a **4.38-acre site** (parcel number 24-36-33-80-00023 0-0000.00)) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park),** Cocoa Florida (See Exhibit A Legal and Exhibit B Survey Attached). A companion .55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site and is owned by the City of Cocoa. The companion parcel, which is located within the City of Rockledge, will also be available to the selected Proposer for ancillary uses through an agreement with the City only. There are 5 billboards on the parcel, which must remain. Ownership of the parcel will be retained by the City.

The City, by this RFQ, set forth its intent to sell/offer approximately **4.38 acres** within the Cocoa CRA for purposes of developing the site for its highest and best use consistent with the findings set forth in the report issued by Bass Fletcher Associates, Inc. It is anticipated that the Proposer will be an experienced developer with a proven track record of successful projects relevant to this RFQ. The Proposer will be required to enter into a binding development agreement with the City which will set forth the agreed upon terms and conditions of the selected development proposal including a development schedule under which the project will be completed.

The awarded contract(s) as a result of this solicitation process and issued work will be in full compliance and accordance with 2 CFR 200 and FEMA Guidelines.

1.02 BACKGROUND.

The City of Cocoa invites Requests for Proposals to purchase and develop real estate for the property located at 915 Florida Avenue in Cocoa Florida. The property is currently owned by the City of Cocoa. There is a second companion parcel, located within the City of Rockledge, that will be retained by the City of Cocoa.

This development of this site is expected to serve as a catalyst for redevelopment in the western portion of Cocoa Village located within the Redevelopment Area. The proposed project should be attractive, stimulate additional development activity, provide opportunity for new small business growth, and substantially add to the historic and cultural charm of Cocoa Village. Proposers are encouraged to seriously consider incorporating compatible neighborhood commercial uses on the NE portion of the site fronting Florida Avenue and Rosa L. Jones.

The property is currently zoned for Core Commercial (CC) use, primarily for high intensity urban development. The future land-use for the property is Mixed Use. This designation is intended for a wide range of urban style development. The main part of the property is also within the Cocoa Waterfront Overlay District. The Overlay District establishes urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Village and Cocoa Community Redevelopment Area. The adjacent .55-acre parcel located within the City of Rockledge is zoned Residential Mixed Use (RMU).

Respondents should review and evaluate the applicable Zoning Code to determine the development requirements for these land uses and zoning designations before submitting a proposal. There is a Zoning and CWOD code

update effective on April 27, 2021, all proposers should obtain a copy. The City does not anticipate a future land-use or zoning change in relation to this site.

1.03 ABOUT COCOA VILLAGE

The site is situated within historic Cocoa Village, the downtown core of the City of Cocoa. Cocoa was first settled in the mid-1800s and has evolved into one of Brevard County's premier shopping and entertainment districts. The immediate area of the subject parcels fits this pattern, with a mixture of older residential and industrial uses to the north, high intensity commercial uses along US Highway 1 to the west, and older residential uses to the east and south. The immediate area of the subject is a mixture of residential, commercial, and institutional uses. The immediate area of the subject fits this pattern, with a mixture of older residential and industrial uses to the north, high intensity commercial uses along US Highway 1 to the west, and older residential uses to the east and south. The immediate area of the subject is a mixture of residential, commercial, and institutional uses.

The Village is located adjacent to State Route 520, has a vibrant riverfront and community park, on the Indian River, tree-lined streets, with more than 150 quality shops and gathering places where one can enjoy the relaxing atmosphere of a nostalgic riverside community such as dining at one of several gourmet restaurants, attending a show at the historic Cocoa Village Playhouse, an event at the historic Porcher House, take an Indian River Tour on the Indian River Queen, or plan a visit to the Florida Historical Society to find out more about all of Florida times past. More than 135,500 persons annually attend over one hundred different special events in Cocoa Village, ranging from Weddings, Seminars at the Civic Center, the Space coast Marathon, and much more.

2018 Waterfront Master Plan: The recent flurry of development interest underscores the importance of developing an updated vision for the Cocoa Waterfront that can be implemented immediately. The City and CRA believe that improvement of the waterfront and its associated amenities is directly related to the image and viability of the City of Cocoa and its downtown. This will enhance attractiveness of the Historic Cocoa Village and add value for residents, businesses, investors, developers, and visitors. The Updated Waterfront Master Plan was completed in 2018, and the development of 915 Florida Avenue will improve connectivity between South Cocoa Village and the Waterfront.

Florida Avenue Redevelopment: In 2018, the City completed $3.4 Million Florida Avenue Complete Streets infrastructure project resulted in new sidewalks, shared bike/car lanes and lighting to improve mobility for pedestrians, bicyclist, motorists, and transit riders of all ages and abilities. The project is also highly significant as part of the City of Cocoa's vision for Historic Cocoa Village and the Cocoa Waterfront. Implementation of the Complete Streets Principals aligns with the master plan developed by the Cocoa CRA.

This plan established six planning principals:
Connect the river to the city
Enhance and connect open space
Livable approach to streets and traffic
Expand Main Street district-wide
Enhance the Village Arts image
Enhance the sub-districts

Appraisal Report: An Appraisal report is currently being conducted and is anticipated to be received by the end of April.

Highest & Best Use Analysis: The City retained Bass Fletcher Associates, Inc. to conduct a Highest and Best Use Analysis to determine the highest and best and most market feasible use of the property. A report was issued on March 22, 2021.

Market research regarding this property focused on activity and prices within the immediate subject market, with consideration also of the larger market area. Attention was paid to development properties with the same zoning districts and market potential as this property. The analysis included the examination of sales of similar urban sites in other urban areas which are not directly competitive with this property. Emphasis was placed on properties with similar market appeal and those directly competitive with this property.

The Highest and Best Use Analysis makes the following observations:

Prices within the market area of the property have been steadily increasing for several years.
The Cocoa Village Area is increasingly becoming an attractive destination location and a highly desirous place to live. The site has 420 feet of frontage on Rosa L. Jones Blvd, and 460 feet of frontage on the newly redeveloped Florida Avenue, and is adequately served with public utilities. Several legally permissible uses were analyzed those being residential use; office use; cultural/institutional uses; hotels; services and retail/commercial use; and mixed-use projects. The highest market demand is clear only for residential uses.[1]

Two different high intensity development scenarios were analyzed as follows:

Townhome Development – suitable for sale and owner occupancy
Rental Development

The analysis concluded the development of the property with a new multi-family project would be the highest and best use of the property.

The entire property is usable upland areas. Phase I and Phase II Environmental Site Assessments have been conducted and report there are no recognized environmental conditions.

The companion .55-acre parcel located in the City of Rockledge (parcel number 24-36-33-80-00023 0-0000.00) which lies contiguous to the subject site, is owned by the City of Cocoa. The companion site has limited development potential because it is physically narrow (approx. 80 feet wide). The City will retain ownership of the site. Approved ancillary uses and maintenance for the companion site will be outlined in a Development Agreement with the City.

1.04 PROPERTY DESCRIPTION

The Property is currently owned by the City and is comprised of two parcels a **4.38-acre site** (parcel number 24-36-33-80-00023 0-0000.00) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park)** Cocoa Florida (See Survey attached as Exhibit B). A companion .55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site (See Survey attached as Exhibit B).

1.05 UTILITIES

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet.

1.06 CONCEPTUAL DEVELOPMENT AND VISION

Proposals must contain an introductory narrative meeting the following minimum requirements:

A. **Narrative and Vision Statement** – provide a clear statement for the Proposers' vision for the Site, including how the envisioned project will relate to the surrounding area and be a catalyst for economic and redevelopment within the community redevelopment area.
B. **Conceptual Development Program** – prepare a narrative and a visual concept of the development proposal for the Site. Drawings may be "conceptual" in format but should be detailed enough to reflect the scope of the proposed development. Drawings should be in color and drawn to scale to the extent possible.
C. **Green Solutions Encouraged.** – Prepare a narrative explaining any creative and innovative design solutions, including LEED Certified "green building" and sustainability.

1.07 MINIMUM REQUIREMENTS.

In order to be considered, the firm must meet all of the following criteria:

A. The Proposer shall have been in business for a minimum of **three (3) consecutive years** and shall currently be licensed to perform services within the State of Florida. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to; local business tax receipts for three (3) years, corporation documents with date of inception, certificate of authority, etcetera.

B. If the business headquarters is located **outside of the state of Florida**, they shall currently be licensed to perform services in both their home state and the state of Florida; and shall have been in business for a minimum of **three (3) consecutive years**. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, certificate of authority, etcetera.

C. In this case the Proposer shall submit to Purchasing and Contracts a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within

ten (10) business days upon notice of intent to award.

D. Proposals must also contain the following:

1) A detailed account of proposed terms and purchase price for the property.
2) Resume´ of Proposer's previous experience identifying not less than ten (10) years of experience directly related to the proposed use/project type.
3) Concept or theme that does not severely duplicate or compete with any other business but would add to and or complement the current market enhancing the vitality and vibrancy of Cocoa Village if neighborhood commercial is proposed.
4) Comprehensive Development Schedule including time periods for commencing and completing construction.
5) Estimated development cost, and verifiable evidence of financial capability.
6) A design, with scaled drawings that demonstrates the project will meet design criteria required by current zoning requirements.
7) A colored rendering of the site and front, back and side elevations of building (s) and decorative structures such as hardscape features and entrance signs.
8) A primary contact name and numbers including phone, fax, and email.
9) A list of any previous CRA and/or City-project or project funded in whole or in part by the CRA and/or the City that the Proposer or any member of the Proposer's team was involved with, whether directly or indirectly.
10) A signed Proposal Form (Exhibit C).

The Proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

1.08 PREFERRED PROPOSAL

The preferred proposal should provide:

A. Information relating to the development and management team including but not limited to:

1) A description of the development team.
2) Be prepared, at some point in the review process to provide evidence of financial capacity to fund the project, supporting the Proposer's capability of undertaking this project.
3) A complete description of the Proposer's entity (corporation, partnership, etc.) and its board of directors, principles, managers and/or management team.

B. A commitment to develop and operate a multi-family development consistent with the highest and best use study referenced herein and that would incorporate the proposed development project within the historical Cocoa Village and Cocoa Waterfront Master Plan in scale and design. Further, the proposed development project could introduce compatible commercial uses within that portion of the site fronting

on Florida Avenue. Additional stories could be negotiated as part of a Development Agreement if a public benefit were provided, such as public parking.

C. Documentation evidencing that the Proposers has relevant and significant experience in successfully producing the proposed project or projects similar to the proposed project. The documentation should include a detailed list of such projects and background information regarding each project so the scale and quality of the project(s) can be evaluated by the City and the CRA.

1.09 INCENTIVES

The City may provide:

A. Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
B. Streetscape improvements within the right-of-way.
C. Modifications to existing public utilities if necessitated by the City vacation of existing streets and alleys.
D. The companion site for ancillary uses such as storm water management. Approved uses will be outlined in the binding development agreement required by this RFQ

1.10 SELECTION

Proposals must meet the RFQ selection criteria (Exhibit D). Staff shall review all qualified proposals, disqualify any that do not meet the minimum requirements as stated in Section V, and present the qualified proposals to City Council for selection. Qualified proposals will be presented to the Cocoa City Council for consideration of ranking all qualified proposals. The Proposer that has submitted the top ranked proposal will be asked to negotiate and approve a binding development agreement with the City. The City reserves the right, at their sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a ranked proposal at any time. Any binding development agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council of Cocoa and shall depend on numerous factors including the Proposer's ability to accept the terms and conditions of a development project which the City find desirable.

1.11 DEVELOPMENT AGREEMENT

Subsequent to the award, the Proposer and the will be required to negotiate and enter into a binding development agreement setting forth the terms and conditions of the development project.

1.12 RFQ SECURITY BOND.

An RFQ Security Bond is not applicable for this project.

1.13 PERFORMANCE AND PAYMENT BONDS.

Upon award of this project, the successful proposer(s) shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as a money order, certified or cashier's check, cash (U.S. currency only), letter of credit as outlined herein. The Contractor will be required to provide Performance and Payment Bond in the amount of $1,000,000 within seventy-two (72) hours of the issuance of a written 'Notice to Proceed' or Purchase Order by the City. The Payment and Performance Bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; made payable to the City of Cocoa – City Clerk's Office, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
B. The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
C. In lieu of a Payment and Performance Bond, the successful proposer(s) may select one (1) of the below listed alternative methods to provide the required security:

    1) A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Cocoa;

    2) An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Cocoa. The irrevocable Letter of Credit shall contain the following:

    The "Beneficiary" shall be stated as:

    City of Cocoa – City Clerk's Office
    65 Stone Street
    Cocoa, Florida 32922

D. The Letter of Credit shall also contain the following language:

"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

Cash (U.S. currency only).

E. The terms of the Payment and Performance Bond or alternative form of security used shall be:

    1) The successful proposer(s) shall assure faithful performance of this project;
    2) The successful proposer(s) shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
    3) Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest-bearing account shall be retained by the City; and,
    4) Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds

or in circumstances other than those specified herein, when in the best interest of the City.

F. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful proposer(s) to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful proposer(s) in writing.

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SECTION 2. GENERAL INSTRUCTIONS FOR PROPOSAL DELIVERY AND PREPARATION.

2.01 REQUESTING THE SOLICITATION DOCUMENT.

The RFQ documents are available on-line at no charge via the City of Cocoa online bidding platform, http://www.myvendorlink.com, and posted as public notice on the City's website. Vendors must be registered through Vendor Link to download the solicitation documents. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information, call the Purchasing & Contracts Division (321) 433-8833 by email at purchasing@cocoafl.org. **Important:** The desire of the City to pursue proposals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 ON-LINE SERVICE PROVIDER DISCLAIMER.

Vendor Link LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. Vendor Link is an independent entity and is not an agent or representative of the City. Communications to Vendor Link do not constitute communications to the City.

2.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS.

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider Vendor Link is the only authorized source of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to contact the City's Purchasing & Contracts Division to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.04 PRE-PROPOSAL CONFERENCE.

There will be a NON-MANADATORY Pre-Proposal conference for this project, on **June 1, 2021 at 10:00AM** local time, City of Cocoa, City Hall, 3rd Floor Conference Room, 65 Stone Street, Cocoa, FL 32922. **Due to COVID-19 a virtual dial in is provided: XXXXXXXXXXXXXXXXX**

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the solicitation requirements. As such, the City reserves the right to schedule a mandatory pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.05 INTERPRETATION AND QUESTIONS.

All questions relating to this RFQ must be submitted in writing and delivered electronically via email to the Purchasing Division no later than **5:00 P.M. Local Time on Friday, June 4, 2021**.

The Purchasing Division will serve as the appointed official for receiving all questions pertaining to this RFQ and publisher of corresponding addendums associated to this solicitation.

City of Cocoa Purchasing & Contracts Division
65 Stone Street, 3rd Floor Conference Room, Cocoa, Florida 32922
Phone: (321) 433-8833, or extension 8844
Email: purchasing@cocoafl.org

It is the proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFQ solicitation. Lack of understanding and/or misinterpretation of any portions of this RFQ solicitation document shall not be cause for withdrawal of your RFQ response after opening or for subsequent protest of award. Proposers must contact the Purchasing & Contracts Division prior to proposal opening, should clarification be required.

Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

Any oral communications will not be authoritative and will not be binding on the City.

It is the sole responsibility of the proposer to ascertain if any addenda have been issued, to obtain all such addenda by logging into Vendor Link to download **prior** to submitting a proposal and provide said addenda with each proposal upon submission.

Addenda's will be available to all proposers on the City of Cocoa's online bidding platform, Vendor Link (http://www.myvendorlink.com).

2.06 PREPARATION AND FORMAT.

Proposals shall be prepared in an Original one (1) and four (4) copies to include one (1) electronic copy by use of USB Drive. Packages must be submitted in a clear and concise manner to meet the requirements of the RFQ. Emphasis should concentrate on conformance to the RFQ instructions, responsiveness to the requirements, as well as completeness and clarity of content.

The submittal MUST also include a single memory stick containing the entire submittal electronically formatted to be read with Microsoft® software products or Adobe® PDF software.

2.07 PAGE LIMITATION.

Proposal packages shall be limited to not more than Fifty (50) pages, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments i.e., forms or professional resumes or bios will not be counted in the Fifty (50) page limitation.

2.08 COMPLETENESS.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. Selection dividers with tabs labeled. Tab "A" through Tab "E" for example, to identify each required criterion in Section 5;
B. All attachments shall be placed under the appropriate tab for that sub-section.
C. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

2.09 JOINT VENTURES.

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

2.10 CORPORATE STANDING AND AUTHORIZED SIGNATORY.

The proposer must demonstrate that the company is in good standing and that the person signing this proposal is an Authorized Signatory on behalf of the proposer to sign proposals, negotiate and/or sign contracts, agreements, amendments, and related documents to which the proposer will be duly bound. The proposer must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer 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 your 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.

2.11 PROPRIETARY INFORMATION.

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Qualifications (RFQ) solicitation and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.12 PROPOSAL SUBMITTAL AND DELIVERY.

Sealed proposals must be received in the City's Purchasing & Contracts Division no later than **3:00 P.M. Local Time on Friday, June 4th, 2021**. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for any bid/proposal delivered incorrectly or to the wrong address or location. No exceptions will be made. Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

City of Cocoa Purchasing & Contracts Division
65 Stone Street, 3rd Floor
Cocoa, Florida 32922
RE: Solicitation RFQ 21-19-COC
Solicitation Title: Purchase of Real Estate & Development – 915 Florida Ave
Date and time proposal is due. June 18, 2021 at 3:00PM ET

For your convenience, **Attachment "Q", Solicitation Response Identification Label** has been provided to properly identify and affix to your RFQ response.

A. If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the designated Procurement Administrator. Proposals submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

B. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
C. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial

pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

D. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.13 IMPROPER IDENTIFICATION AND TIMELINESS.

The City is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

2.14 PUBLIC OPENING OF PROPOSALS.

Proposals will be announced publicly by the Purchasing & Contracts Division on the due date and time or as soon thereafter as possible. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

2.15 WITHDRAWAL OF PROPOSALS.

Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

2.16 OWNERSHIP OF DOCUMENTS.

All documents resulting from this RFQ solicitation shall become the sole property of the City. All Proposals received from proposers in response to the RFQ solicitation will become the property of the City and will not be returned to proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFQ solicitation and/or awarded agreement as a result of this solicitation process; are and shall remain the property of the City whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful proposer(s) shall be delivered by the successful proposer(s) to the City at the conclusion of the project or the termination of the successful proposer(s)' services.

B. When such documents are provided to other parties, the successful proposer(s) shall ensure return of the City's property by collecting a deposit equal to the cost of reproduction.

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SECTION 3. RFQ SOLICITATION PROCESS SCHEDULE.

3.01 TENTATIVE SCHEDULE.

Tentative Schedule

Task	Date
RFQ Released to General Public	Tuesday May 18, 2021
RFQ Non-Mandatory Pre-Proposal Meeting	Tuesday June 1, 2021 at 10:00AM ET
Deadline for Questions by Interested Parties	Friday June 4, 2021 at 5:00 PM ET
Proposal Due Date and Opening	Friday June 18, 2021 at 3:00 PM ET
Evaluation and Selection	June / July 2021
Presentations, if required	June / July 2021
City Council or City Manager Approval of Contract	June / July 2021

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SECTION 4. EVALUATION PROCESS.

4.01 DETERMINING RESPONSIBILITY.

In conjunction with the weighted criteria, Exhibit A, being used to determine the qualifications and capability of the proposer, the City may also consider the proposer's ability to meet or exceed the following criteria:

A. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
B. The quality of performance of previous contracts or services including previous performance with the City;
C. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
D. Financial resources of the proposer to perform the contract or provide the service; and,
E. Whether the proposer is in arrears to the City on a debt or a contract; whether the proposer is in default on surety to the City; or whether the proposer's taxes are delinquent.

4.02 USE OF THE WORDS "SHALL", "MUST", "WILL".

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall", "must" or "will" (except to indicate simple futurity) in the Request for Qualifications (RFQ) indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive these requirements or conditions if the conditions are determined to be not material. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFQ requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.03 INITIAL EVALUATION OF PROPOSALS.

A. Each proposal is initially evaluated by the Purchasing & Contracts Division to ensure each proposal meets the minimum criteria as set forth in the solicitation document. A Proposal Submittal Checklist of the essential items required by the solicitation shall be prepared by the designated Procurement Representative and presented to the Evaluation Committee for consideration and action. This process may include, but is not limited to the following:

    1) The proposal was submitted by the deadline;
    2) All required documents have been submitted;
    3) All documents requiring an original signature have been signed and submitted; and
    4) Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

B. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFQ.

4.04 EVALUATION COMMITTEE.

The Evaluation Committee is comprised of qualified and recommended City staff members, professional City advisors, or local government staff or officials who are appointed by the City Manager or Designee in coordination with the requesting department. The Evaluation Committee shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The designated Procurement Representative serves as the non-voting chair of the committee.

4.05 INITIAL RANKING AND/OR SHORLIST.

The Evaluation Committee may be tasked with selecting a minimum of three (3) and a maximum of six (6) of the proposals submitted for presentation and/or interview based upon the criteria established herein. If fewer than three (3) proposers submit a proposal, those that submit may be selected for presentations or interviews; or the solicitation may be cancelled at the sole discretion of the City.

4.06 PRESENTATIONS OR INTERVIEWS.

The City may request that proposers provide presentations to the Evaluation Committee, City Manager, and/or City Council; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Purchasing & Contracts Division will notify all selected proposers of the City's decision to request presentations and/or interviews, as applicable. Therefore, the proposer shall have officials of the appropriate management level present and representing the firm if a presentation is scheduled by the City. The proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Presentations may include, but not be limited to, a presentation from the proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the respective proposer prior to the session. The proposer shall address all questions provided in their presentation and provide same in handouts and on digital format. The proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

4.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS.

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Purchasing & Contracts Division and a member from the requesting Division/Department/Office. The City reserves the right to negotiate any and all elements of a contract resulting from this RFQ solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

4.08 RIGHT TO CANCEL OR REJECT.

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The proposer agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
C. The City also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

4.09 EVALUATION COMMITTEE TABULATION.

The Evaluation Committee Tabulation Form will be posted and available for download on the City of Cocoa's online bidding platform, Vendor Link (http://www.myvendorlink.com).

4.10 NOTICE OF INTENT TO AWARD.

The Purchasing & Contracts Division shall publish a Notice of Intent to Award available for download on the City of Cocoa's online bidding platform, Vendor Link (http://www.myvendorlink.com).

4.11 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office at least three (3) business days prior to the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.
B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy.
C. The decision of the City Council shall be final and conclusive.

4.12 AGREEMENT/CONTRACT.

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

A. The successful proposer must sign the agreement prior to execution by the City, whereupon the successful proposer becomes the Contractor upon approval.
B. The provisions of said agreement contain similar language to the provisions contained in this Statement of Qualifications solicitation document.
C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
D. The successful proposer shall execute and return the agreement to the City, within five (5) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates, completed subcontractor list (Please refer to Exhibit D in the Agreement), active registration for a DUNS number and System for Awards Management CAGE Code, and any other documents required as outlined in this solicitation document.
E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful proposer.

4.13 AWARD OF CONTRACT.

A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council.
B. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.
C. The Purchasing & Contracts Division and the requesting Department/Division/Office will prepare the required award documents and make recommendations for approval to the City Council or City Manager.
D. Upon award, Mayor or City Manager, as applicable, will execute the agreement. The City Council retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.

4.14 NON-EXCLUSIVE CONTRACT.

Award of this project shall impose no obligation on the City to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.15 OWNERSHIP AND RIGHTS IN DATA.

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

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SECTION 5. GENERAL TERMS AND CONDITIONS.

5.01 USE OF INTERCHANGEABLE TERMS.

A. Throughout this solicitation document, the usage of the terms Contractor, Proposer and/or Respondent may be used interchangeably with each other.
B. Throughout this solicitation document, the usage of the terms Agreement and/or Contract may be used interchangeably with each other.

5.02 FUND AVAILABILITY.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable)
B. Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.
C. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

5.03 PROMPT PAYMENT ACT.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

5.04 PURCHASING CARD PROGRAM.

The City of Cocoa uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the SunTrust VISA Purchasing Card (P-Card) and ePayables solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Cocoa's valued suppliers, your business can also achieve cost savings results by accepting the ePayables or P-Card. Identified supplier benefits of this Program are:

- Reduction of payment time;
- Payment within forty-eight (48) to seventy-two (72) hours;
- Direct electronic deposit to your primary bank account;
- Increase in working capital;
- Elimination of invoicing;
- Reduced collection efforts;
- Enhanced corporate relationships;
- Reduced billing costs; and
- Enhanced reporting.

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards; therefore, the City encourages all vendors to accept the VISA ePayables solution.

5.05 INVOICES.

All invoices, in order to be classified as a proper invoice, shall be delivered to Finance Department, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922.

A. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, consultant or other invoicing party shall conform to the following process:

1) A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2) the amount due, applicable discount(s), and the terms thereof;
3) the full name of the Vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
4) the Purchase Order and Contract number (if applicable) as supplied by the City;
5) an identification by City Division, Department or Office of the party or parties to whom the goods were delivered or services provided; and
6) in order to be considered as a proper invoice, it must be based on:

    a. a proper delivery,
    b. installation, or
    c. provision of the goods and/or services acceptance by the City; and
    d. the Vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

B. Dispute Resolution. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time as set out above, then a decision against the invoicing party shall be deemed to have been issued.

5.06 LOCAL BUSINESS TAX RECEIPT.

Both the City of Cocoa and Brevard County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Brevard County and the City at the same time. Please contact the City's Community Development Department directly for information concerning this requirement at (321) 433-8486, extension 8577.

5.07 FOREIGN CORPORATION.

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

5.08 PERMITS, LICENSES OR FEES.

At its sole expense, any required federal, state, and local permits, licenses, occupational and otherwise, or fees required shall be the responsibility of the proposer. The City will not entertain separate payment for these items.

5.09 TAXES.

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012621548C 8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful proposer in connection with its fulfillment of its contractual obligations with the City. The successful proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

5.10 COMPLIANCE WITH ALL LAWS AND VENUE.

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

5.11 CONFLICT OF INTEREST.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all proposers must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure

compliance with the Section 2.1, Conflict of Interest of the City of Cocoa Purchasing Policy. Please complete and submit **Attachment "C", Conflict of Interest Statement** with your proposal response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

5.12 NON-COLLUSION/LOBBYING CERTIFICATION.

All proposers shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the proposal 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 proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager, or any City employee in connection with the awarded agreement as a result of this solicitation process. Please complete and submit **Attachment "D", Non-Collusion/Lobbying Certification** with your proposal response.

5.13 ADDITIONAL TERMS AND CONDITIONS.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

5.14 INDEPENDENT CONTRACTOR AND LIABILITY.

The successful proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful proposer shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful proposer's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the City.

5.15 INDEMNIFICATION.

A. Indemnity: The successful proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful proposer, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful proposer of its liability and obligation to defend, hold harmless and indemnify the City as set

forth in this article of the awarded Agreement. The City will be permitted to choose legal counsel of its choice. The successful proposer shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful proposer shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright, or trademark infringement. The successful proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful proposer of any third-party trade secret in connection with any of the foregoing.

5.16 INSURANCE REQUIREMENTS.

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your proposal submittal.

B. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in **Attachment "B", Insurance Requirements**, to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

5.17 PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

5.18 ACCEPTANCE OF GOODS/SERVICES.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

5.19 DRUG FREE WORKPLACE PREFERENCE.

Certification of an implemented drug-free workplace program must be included with the RFQ response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment "E", Drug-Free Workplace Certification** and include with your RFQ response.

5.20 AMERICANS WITH DISABILITIES ACT.

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division , Cocoa City Hall 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833 or extension 8844, not later than seven (7) days prior to the date on which the accommodation is requested.

5.21 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFQ document and submit reports to the City in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

5.22 ADDITIONAL INFORMATION.

The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

5.23 EQUAL OPPORTUNITY.

A. The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

B. The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

1) No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program, activity or service funded through the contract.

2) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3) Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
4) City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.
5) It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

5.24 CONE OF SILENCE/LOBBYING BLACK-OUT PERIOD; QUESTIONS REGARDING THE REQUEST FOR QUALIFICATION (RFQ) SOLICITATION PROCESS.

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
B. A lobbying black-out period commences upon the issuance of this solicitation document.

1) For awards requiring City Council approval concludes at the beginning of the meeting at which the City Council will be presented the award(s) for approval or a request to provide authorization to negotiate a Contract(s). However, if the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence / Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.
2) For awards requiring City Manager approval concludes upon issuance of a Notice of Intent to Award.

C. Bidders, Respondents, potential Vendors, service providers, lobbyists, consultants, or Vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active Solicitation during the Cone of Silence / Lobbying Black-out Period.
D. All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, at least ten (10) calendar days before the proposal opening date or prior to the specific date and time specified in this solicitation for questions.
E. Contact or communications by Bidders or Respondents to any City Council member, the City Manager,

any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence / Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Purchasing & Contracts Division.

5.25 OFFICE OF RECORD.

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:30 A.M. to 4:30 P.M., Local Time via phone at (321) 433-8833 or extension 8844; and/or via fax at (321) 433-8690.

5.26 PUBLIC RECORDS.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

5.27 TIME OF PERFORMANCE.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of services as established by the solicitation. All contract timelines will be based on the projected scope and the estimated time for performance.

5.28 ATTACHMENTS AND EXHIBITS.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

5.29 COST OF SUBMITTAL.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

5.30 PROHIBITION AGAINST CONTINGENT FEES.

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement as a result of this solicitation process, 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 Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

5.31 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

By submission of a response, the Proposer certifies that in connection with this proposal:

A. The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

5.32 RESPONSIBILITY OF PROPOSER.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

5.33 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The successful proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

5.34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the proposer must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the

Federal Acquisition Register, the proposer must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Vendors must complete the E-Verify Affidavit, **"Attachment N".**

5.35 SOVEREIGN IMMUNITY.

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

5.36 ESTIMATED QUANTITIES.

The Estimated Quantities provision is applicable for this project.

5.37 PUBLIC EMERGENCIES.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

5.38 SCRUTINIZED COMPANIES CLAUSE.

The City may not enter into any contract for One Million and 00/100 Dollars ($1,000,000.00) or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of One Million and 00/100 Dollars ($1,000,000.00) shall be required to complete **Attachment "J", Contractor Certification Regarding Scrutinized Companies** certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for $1 million or more shall be subject to termination by the City:

A. In the event the successful proposer is put on a scrutinized company lists enumerated in Section 287.135, Florida Statutes, or
B. If the City determines that the proposer falsely certified to the City that the proposer is not listed as a scrutinized company.
C. Exceptions and additional penalties shall be set forth in Section 287.135, Florida Statutes.

5.39 PUBLIC RECORDS COMPLIANCE.

The City is a public agency subject to Chapter 119, Florida Statutes. The successful Proposer/CONTRACTOR agrees to comply with Florida's Public Records Law. As such the following language applies and shall be included in the awarded Agreement:

A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

    1) Keep and maintain all public records required by the CITY to perform the services herein; and
    2) Upon request from the CITY's custodian of public records, provide the CITY with a copy 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 in Chapter 119, F.S. or as otherwise provided by law; and

3) 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 and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
4) Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents, and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

C. **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 CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, MMC, MMA, CITY CLERK, AT 321-433-8484 cshealy@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.**

5.40 ADMINISTRATIVE PROVISIONS.

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFQ-21-19-COC
	REQUEST FOR QUALIFICATIONS (RFQ)	Due Date: June 18, 2021

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "A"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division , 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO PROPOSE TO RFQ 21-19-COC, titled Purchase of Real Estate & Development – 915 Florida Ave for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to Request for Qualifications.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

Attachment "B"
Insurance Requirements

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

1. AUTOMOBILE: $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage per accident;
2. GENERAL LIABILITY: $1,000,000.00 each occurrence;
3. GENERAL AGGREGATE: $2,000,000.00;
4. PROFESSIONAL LIABILITY COVERAGE: $1,000,000.00; and
5. 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 proposer understands and acknowledges that it shall be solely responsible for any and 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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Human Resources/Risk Management 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 Human Resources/Risk Management Division
   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.

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

***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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

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 RFQ RESPONSE

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

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "C"
Conflict of Interest Statement

This statement is submitted with Proposal, ITN, or Contract Number RFQ 21-19-COC, titled Purchase of Real Estate & Development – 915 Florida Ave by

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. The Proposer has made diligent inquiry and provided the information in this statement based upon its full knowledge.
B. The Proposer states that only one (1) 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.
C. 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.
D. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because of and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
E. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Department/Division/Office.
F. 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.
G. 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.
H. Section 112.313, Florida Statutes, as amended; places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. By my signature below, I hereby acknowledge the provisions as outlined in the hereto referenced statute and have provided any required and/or necessary information accordingly to date and shall commit to continue to do so in the future should I be a successful Proposer.

Please indicate if the following applies:

PART I.

☐ I am an employee, public officer, or advisory board member of the City.

_____ (List Position or Board)

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Name: _____

☐ Respondent employs or contracts with an employee, public officer, or advisory board member of the City

Name: _____

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any proposers, respondents, vendors, suppliers, contractors whose conflicts are not waived or exempt.

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

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "D"
Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFQ 21-19-COC, titled Purchase of Real Estate & Development – 915 Florida Ave by

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **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.

B. **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 in **Attachment "D", Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFQ-21-19-COC
	REQUEST FOR QUALIFICATIONS (RFQ)	Due Date: June 18, 2021

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "E"
Drug-Free Workplace Certification

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

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

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 in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE – (if applicable)

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "F"
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. _____ Dated: _____

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 **Attachment "F", Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "G"
Organizational Information

The proposer 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/Proposer 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)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

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

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFQ-21-19-COC
	REQUEST FOR QUALIFICATIONS (RFQ)	Due Date: June 18, 2021

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "H"

Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFQ-21-19-COC	
Title: Purchase of Real Estate & Development – 915 Florida Ave		**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
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 Proposer, 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 in **Attachment "H", Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

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TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "I"

Contractor Certification Regarding Scrutinized Companies
(Contracts of $1,000,000.00 or more)

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more 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 Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. In addition, the CONTRACTOR shall not be 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.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" 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 Cuba or Syria. In addition, the CONTRACTOR 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 understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR 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 firm, certify that the information as provided in **Attachment "I", Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

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

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "J"
References

Proposer shall submit as a part of the Proposal package, a minimum of five (5) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:			
Project/Event Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #2:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #3:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #4:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #5:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "K"
Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFQ 21-19-COC, titled Purchase of Real Estate & Development – 915 Florida Ave by _____ whose business address is _____[Name of entity submitting sworn statement]_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **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.

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, 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 either directly or indirectly an officer or employee of any state or federal 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-L "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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "K", Federal Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFQ-21-19-COC
	REQUEST FOR QUALIFICATIONS (RFQ)	Due Date: June 18, 2021

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "L"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Cocoa. The Proposer 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. This certification is a material representation of fact relied upon by the City of Cocoa. 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 City of Cocoa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "L", Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "M"

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "M", Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFQ RESPONSE

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Attachment "N"
E-Verify Contractor Affidavit

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

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

Attachment "O"

Proposal Acknowledgement Form
915 Florida Ave (FKA Oaks Mobile Home Park) Redevelopment Site

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFQ package to the City of Cocoa and Cocoa Community Redevelopment Agency and bind the Proposer to the terms and conditions of this RFQ. The Proposer represents and warrants to the City of Cocoa and Cocoa Redevelopment Agency that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFQ submittal is accurate and truthful and that the City of Cocoa and Cocoa Community Redevelopment Agency will rely on said information during the RFQ process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City and the CRA in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the City of Cocoa and Cocoa Community Redevelopment Agency hall have the sole discretion to rank respondents to this RFQ. The final ranking of the qualifications of all Proposers by the City and CRA do not guarantee that any of the highest ranked Proposers will be selected to develop the property required by this RFQ.

_____
Name of Company/Organization

_____
Signature of individual submitting proposal for above Company/Organization

_____
Printed name of individual

_____
E-mail address

_____
Phone

_____
Fax

_____
Date

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
	REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Attachment "P"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

The City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: Heath Hancher, PmP, CPPM – Purchasing / Contracts Manager

SOLICITATION NUMBER: RFQ-21-19-COC

TITLE: Purchase of Real Estate & Development – 915 Florida Ave

SOLICITATION DUE DATE: June 18, 2021 TIME: 3:00 P.M. Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street, 3rd Floor
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

Exhibit A
Legal Description

As described, the portion of S.F. Travis Addition to Cocoa, according to the plat thereof as recorded in plat book 1, page 71, public records of Brevard County, Florida, bounded as follows – East of Hughlett Avenue (A 50 Foot wide right of way); South of Rosa L. Jones Drive (A 50 Foot wide right of way); West of Florida Avenue; and North of the South lines of the Northwest ¼ of the Southeast ¼ of Section 33, Township 24 South, Range 36 East;

And

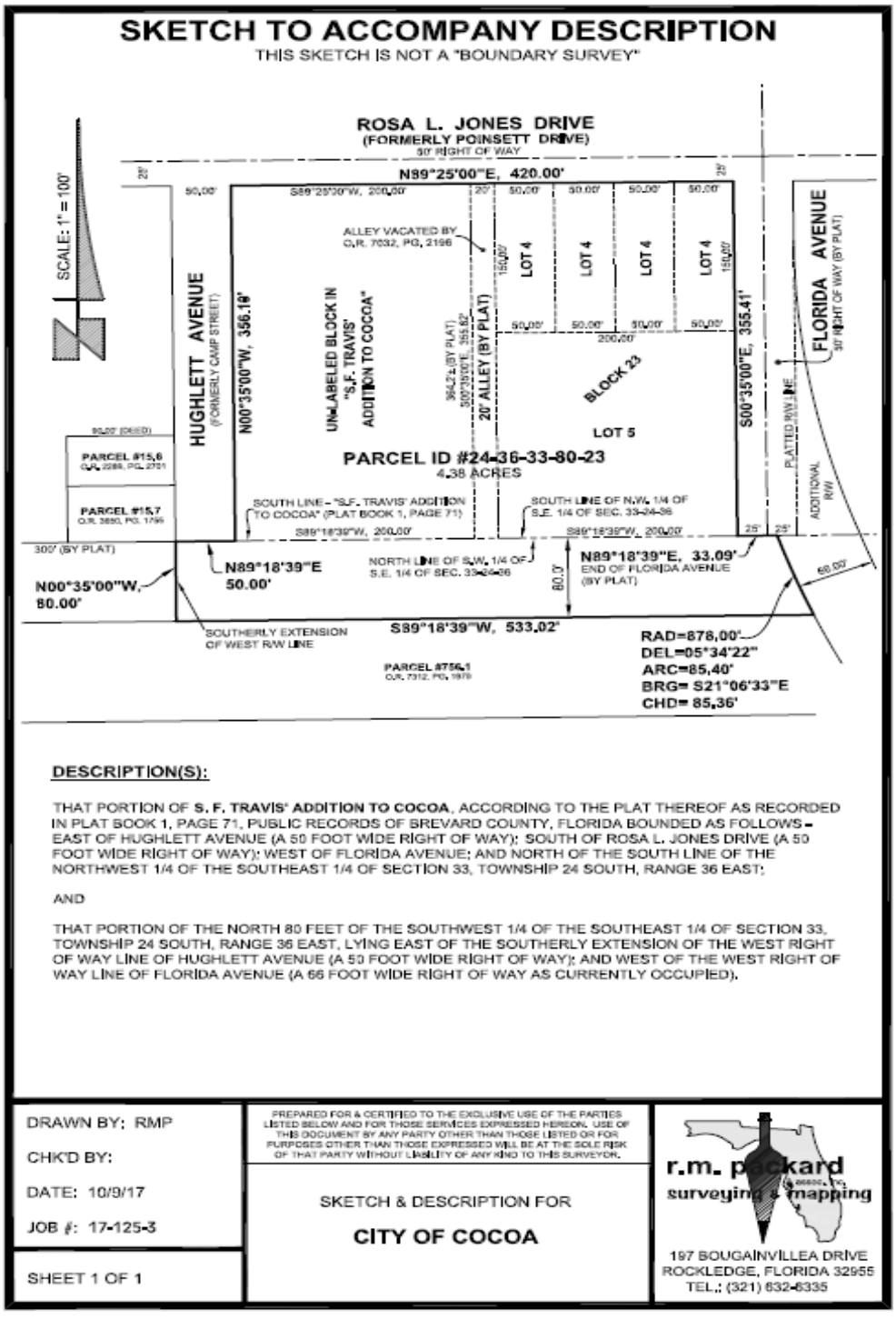
As described, the portion of the North 80 Feet of the Southwest ¼ of the Southeast ¼ of Section 33, Township 24 South, Range 36 East, lying East of the southerly extension of the West right of way line of Hughlett Avenue (A 50 Foot wide right of way); and West of the West right of way line of Florida Avenue (A 66 Foot wide right of way as currently occupied).



City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFQ-21-19-COC**
REQUEST FOR QUALIFICATIONS (RFQ)	**Due Date: June 18, 2021**

TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Exhibit B (1 of 2)
Property Survey



TITLE: Purchase of Real Estate & Development – 915 Florida Ave.

Exhibit B Continued (2 of 2)
Property Survey

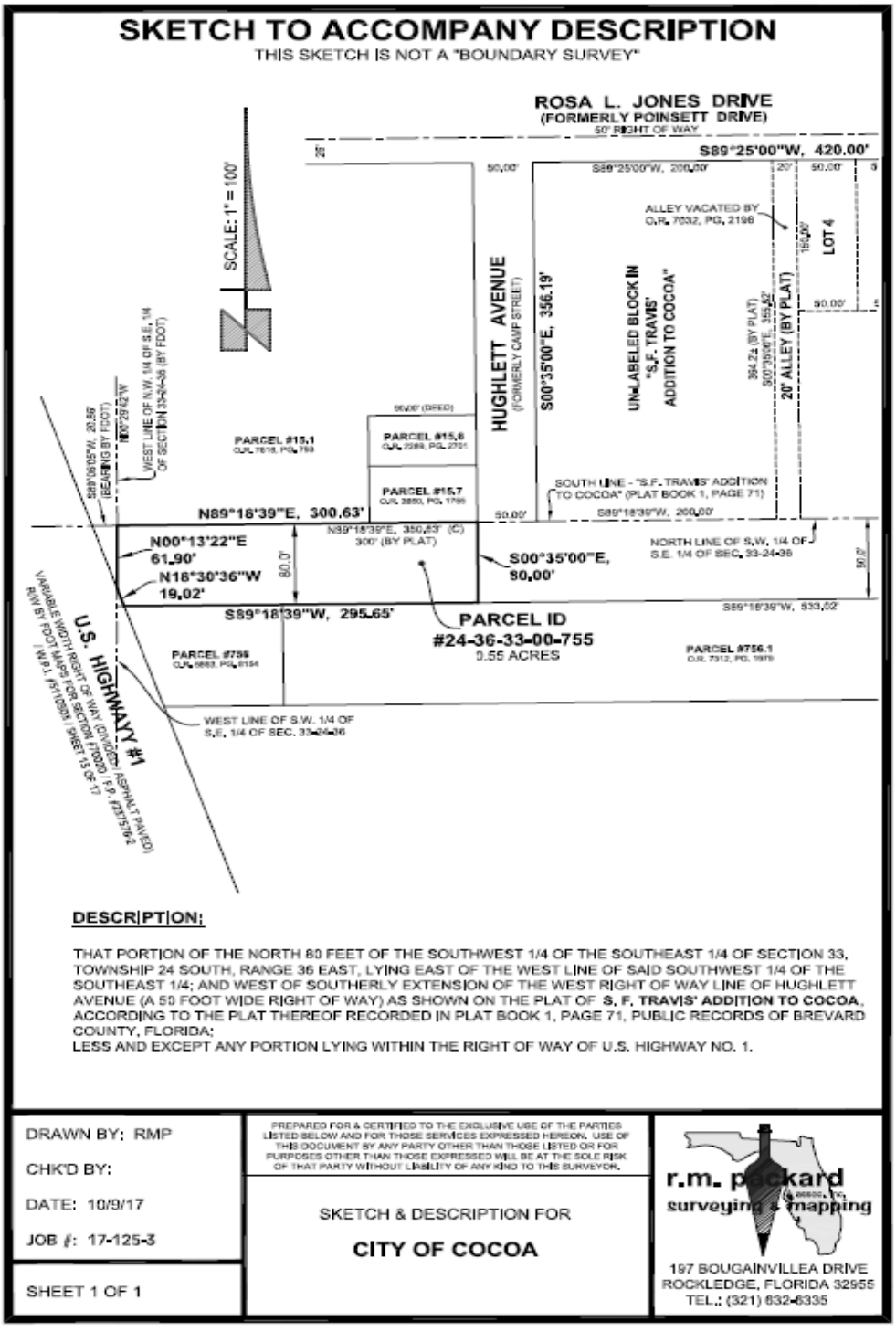


Exhibit D

Selection Criteria

(Vendor Reference)

Proposer Name: _____

Evaluator: _____

		Scale	Weight
1.	**Professional Abilities/Experience - 35 points**	**_____(0-35)**	**35%**
	a. Relevant development/redevelopment experience	_____(0-10)	
	b. Relevant Private/Public Partnership experience	_____(0-5)	
	c. Relevant Experience of this project size and scope	_____(0-10)	
	d. Ability/Capacity to Produce Services in a timely manner	_____(0-10)	
2.	**Financial Feasibility - 25 points**	**_____(0-25)**	**25%**
	Sufficient evidence of financial ability	_____(0-15)	
	Demonstration of project financial feasibility	_____(0-10)	
3.	**Concept Development/Overall Vision – 30 points**	**_____(0-30)**	**30%**
	Meets Zoning and Cocoa Overlay District Requirements	_____(0-10)	
	Creative/Innovative Design and sustainability solutions Meeting Cocoa CRA goals and objectives	_____(0-10)	
	Vision is well thought out, will add value to Cocoa Village, and is likely to attract additional investment	_____(0-10)	
4.	**Development Schedule – 10 Points**	**_____(0-10)**	**10%**
	Project commencement (hard start) within 12 months	_____(0-5)	
	Project Schedule Clearly Delineated	_____(0-5)	

TOTAL SCORE: _____ **RANK:** _____

Exhibit D Continued

Selection Criteria

(Vendor Reference)

Comments/Justification:

Professional Abilities of Personnel

_____
_____
_____
_____
_____

Approach to and Understanding of Scope of Service

_____
_____
_____
_____
_____

Location/Familiarity with City of Cocoa

_____
_____
_____
_____
_____
_____
_____

BASS FLETCHER & ASSOCIATES, INC.
REAL ESTATE APPRAISERS and CONSULTANTS

Richard W. Bass, MAI
State-Certified General Real Estate Appraiser RZ348
RikBass@comcast.net

Robert J. Fletcher, MAI/AICP/CCIM
State-Certified General Real Estate Appraiser RZ2463
BFletch651@hotmail.com

Stephen A. Garcia
State-Certified Commercial Real Estate Appraiser RZ5620
StephenAGarcia@comcast.net

Susan M. Fletcher
State-Certified General Real Estate Appraiser RZ3223
SMFletcher@verizon.net

Tracy T. Shinkarow
State-Certified Residential Real Estate Appraiser RD7632
TTShink@gmail.com

HIGHEST AND BEST USE ANALYSIS

COCOA REDEVELOPMENT SITE
915 FLORIDA AVENUE
COCOA, FL 32922

FOR
MR. STOCKTON WHITTEN, CITY MANAGER
CITY OF COCOA
65 STONE STREET
COCOA, FL 32922

DATE OF REPORT
MARCH 22, 2021

FILE # 21-110 R1

BASS FLETCHER & ASSOCIATES, INC.
REAL ESTATE APPRAISERS and CONSULTANTS

Richard W. Bass, MAI
State-Certified General Real Estate Appraiser RZ348
RikBass@comcast.net

Robert J. Fletcher, MAI/AICP/CCIM
State-Certified General Real Estate Appraiser RZ2463
BFletch651@hotmail.com

Stephen A. Garcia
State-Certified Commercial Real Estate Appraiser RZ5620
StephenAGarcia@comcast.net

Susan M. Fletcher
State-Certified General Real Estate Appraiser RZ3223
SMFletcher@verizon.net

Tracy T. Shinkarow
State-Certified Residential Real Estate Appraiser RD7632
TTShink@gmail.com

March 22, 2021

Mr. Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: An Analysis Report
Cocoa Redevelopment Property
915 Florida Avenue
Cocoa, FL 32922

Dear Mr. Whitten:

As requested, we have conducted an investigation of the subject property. Through this process we have gathered necessary data, and made certain analyses in order to develop an opinion of the highest and best use for this property. We have also developed preliminary economic analysis of several possible development scenarios.

The subject property consists of roughly 4.932 Acres (214,838 SF) of land. The land is located along the south side of Rosa L. Jones Drive and the west side of Florida Avenue, in the downtown area of the City of Cocoa, Brevard County. This is the site of the former Oaks Mobile Home Park. The site is now vacant and has been largely cleared of improvements.

The main part of the property is within the Core Commercial (CC) zoning, district of the City of Cocoa and the Mixed Use future land use district. It is also within the Cocoa Waterfront Overlay District.

This report sets forth the identification of the subject property, assumptions and limiting conditions, pertinent facts and the reasoning leading to the conclusions. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,



Robert Fletcher, MAI, CCIM, AICP
State-Certified General Real Estate Appraiser RZ2463

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS



PROPERTY TYPE:	Urban Land
PROPERTY IDENTIFICATION:	24-36-33-00-00755 0-0000.00 and 24-36-33-80-00023 0-0000.00
LOCATION:	The southern side of Rosa L. Jones Road, west of Florida Avenue and east of US Highway 1, City of Cocoa, Brevard County, FL.
OWNER:	City of Cocoa
DATE OF REPORT:	March 22, 2021
LAND SIZE:	4.932 Acres Total; 4.32 Acres Effective
IMPROVEMENTS:	Minor site improvements in poor condition; none contributing.
ZONING:	Core Commercial (CC)
FUTURE LAND USE:	Mixed Use (Cocoa Waterfront Overlay District)
HIGHEST AND BEST USE:	MFR Development

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ADDENDA .....

Certificate of Appraisal
General Assumptions and Limiting Conditions
Demographics
Cost Estimation Documents
Planning Documents
Appraisers Qualifications

REPORT PROCESS

CLIENT, PURPOSE, USE AND USERS OF REPORT

The client of this analysis is the City of Cocoa. The purpose of this assignment is to render an opinion of the highest and best use of the subject property as of the current date, subject to the assumptions and limiting conditions contained herein. The intended use of this analysis is for internal business purposes of the client. The intended users are the City of Cocoa, and its representatives, employees, agents and advisors in this matter.

SCOPE OF THE ASSIGNMENT

This section sets forth the description of the problem, the amount and type of research undertaken and its application to answer the real estate questions. The scope of work must be appropriate to both the nature of the problem and the intended use of the analysis.

Subject Market Area

The subject's market area is an urban city center district, sometimes called the Cocoa Waterfront District. This is a historic district of higher intensity development along the Indian Riverfront, including a mixture of commercial and residential uses, bounded by major roadways.

The immediate area of the subject fits this pattern, with a mixture of older residential and industrial uses to the north, high intensity commercial uses along US Highway 1 to the west, and older residential uses to the east and south. The immediate area of the subject is a mixture of residential, commercial and institutional uses.

This area has been undergoing a steady process of renovation and redevelopment. The subject is typical of this process.

Prices within the subject market have been increasing slowly but steadily for several years. Properties within this market area are primarily competitive with one another for sales and rentals. Competition from outside the waterfront district is limited.

Scope of Research

The scope of this assignment includes research and analysis of market information over the past few years in order to prepare an estimate of marketable uses for the subject. We analyzed current and historical market conditions in the subject market, and other factors affecting the subject, in order to determine the use and marketability of the subject.

The subject is regular in shape, vacant, essentially cleared and is level, dry ground without unusable areas. There is a "panhandle" area in the southwest which includes

frontage of US Highway 1. This frontage, however, is inadequate for access. The Rosa L. Jones and Florida Avenue frontages are available for access. There are adequate central water and sewage services available in the adjacent rights of way. Electrical service, internet service and similar utilities are likewise available without unusual obstacles.

The subject is zoned primarily for high intensity urban development. The site is divided between two zoning districts. The majority of the site (4.32 AC) is within the City of Cocoa and zoned for Core Commercial (CC) use. The remainder (0.61 AC) is within the City of Rockledge and zoned for Redevelopment Mixed Use (RMU).

More significantly, the main part of the site is within the Cocoa Waterfront Overlay District. This district is intended to facilitate an orderly redevelopment of the waterfront area, with compatibility between the various sub districts. The subject is within the South End (SE) sub district. The regulations for that district outline, essentially, the range of legally permissible uses and building types for the subject.

A wide range of potential uses exists, including residential, retail commercial, office, industrial and hospitality, as well as mixed uses which meet the legal criteria. We have investigated the markets for each of these uses to which, if any, are financially viable.

Market research regarding this property focused on activity and prices within the immediate subject market, with consideration also of the larger market area. Particular attention was paid to development properties with the same zoning districts and market potential as the subject. We also examined sales of similar urban sites in other urban areas which are not directly competitive with the subject. We examined the most recent sales as well as some current listings. Emphasis was placed on properties with similar market appeal and those directly competitive with the subject.

Data were gathered from various sources, including the Brevard County public records, active real estate professionals and local participants in the market. Various public and private sources were used to find and confirm data on sales, market conditions and the market appeal of the subject property. Final value conclusions were drawn after a thorough analysis and reconciliation of the available data.

PROPERTY RIGHTS APPRAISED

The property rights being appraised consist of the fee simple estate. We assume no responsibility for matters of a legal nature affecting the property appraised or its title; nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable.

DEFINITIONS

Highest and Best Use is defined as follows:

> *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest*

and best use must meet and legal permissibility, physical possibility, financial feasibility and maximum productivity. [1]

PROPERTY INSPECTION

The subject was inspected on March 9, 2021 and previous dates by Robert Fletcher. No one accompanied the appraiser on the inspection.

PROPERTY LOCATION AND AREA

The subject is located in the core area of the City of Cocoa. It is on the south side of Rosa L. Jones Drive and west of Florida Avenue and east of US Highway 1. The address is 915 Florida Avenue.

PROPERTY OWNER NAME AND ADDRESS

According to the public records of Brevard County, Florida, the owner of the subject property is:

City of Cocoa
65 Stone Street
Cocoa, FL 32922

ZONING DESIGNATION

The subject is zoned primarily for high intensity urban development. The site is divided between two zoning districts. The majority of the site (4.32 AC) is within the City of Cocoa and zoned for Core Commercial (CC) use. The remainder (0.61 AC) is within the City of Rockledge and zoned for Redevelopment Mixed Use (RMU).

FUTURE LAND USE DESIGNATION

The main part of the subject is entirely within the Mixed Use future land use district. This designation is intended for a wide range of urban style development. This district is consistent with both of the existing zoning designations.

More significantly, the main part of the site is within the Cocoa Waterfront Overlay District. This district is intended to facilitate an orderly redevelopment of the waterfront area, with compatibility between the various sub districts. The subject is within the South End (SE) sub district.

It should be noted that land use regulations, including zoning and comprehensive plan regulations, frequently change. Although the information summarized in this report is deemed reliable, no warranty for its accuracy is implied.

[1] The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute,2002.

FLOOD ZONE

According to flood hazard maps compiled by the Federal Emergency Management Agency, the subject is entirely within the “X” flood district. The “X” district is not a flood zone and requires specialized construction features.

HISTORY OF SUBJECT

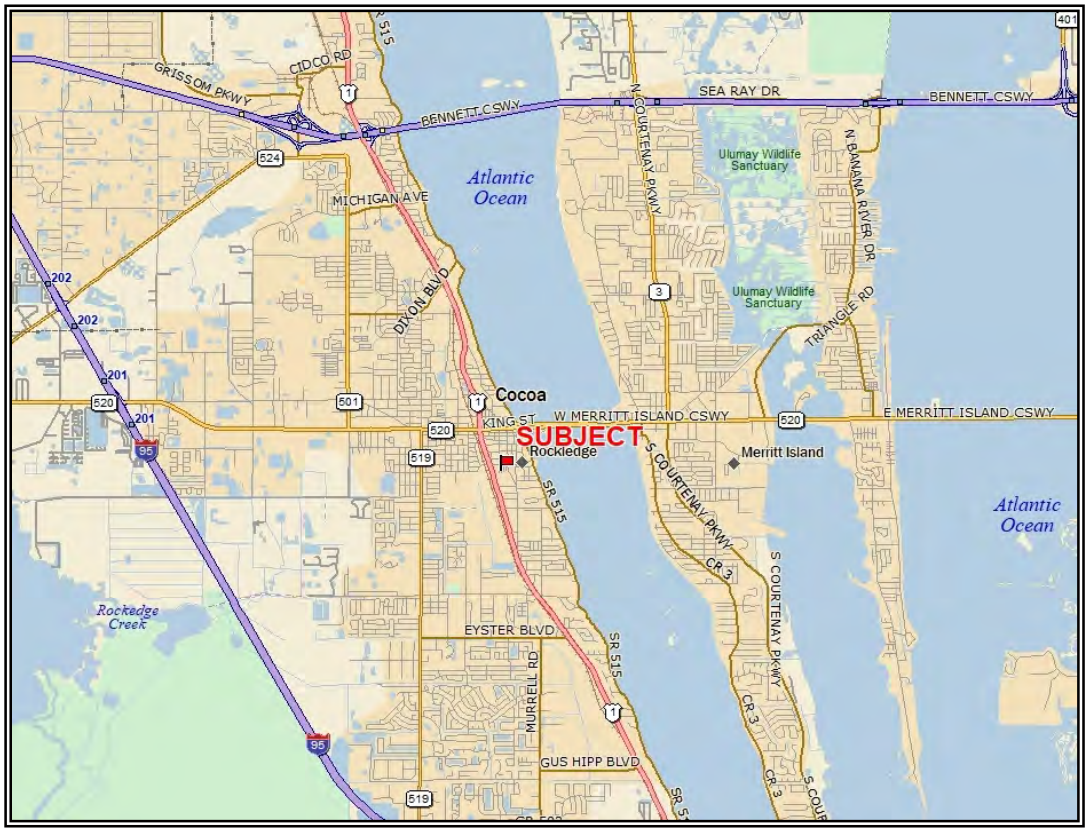
The most recent transfer of the subject took place on February 25, 2016. This was a sale from Winona Holdings LLC to the City of Cocoa for a reported $800,000. This was an arm’s length sale which was not compelled by public action, and was reflective of market values at that time.

The site was subsequently cleared of most improvements, primarily a roughly 80 unit trailer park.

The subject is not currently listed for sale or under any contract known to the writer.

SITE DESCRIPTION

Location:	The subject is located along the south side of Rosa L. Parks Drive, about 200 feet east of US Highway 1 in the Cocoa Village area of the City of Cocoa. The address is 1 Shelby Drive.
Area & Shape:	The subject contains approximately 214,838 SF (4.932 Acres). The site is irregular in shape.
Access:	The property has roughly 420 feet of frontage along Rosa L. Jones Drive. There is about 400 feet of frontage along Florida Avenue. There is current access to all of these frontages. The access is adequate for development.
Drainage:	There are no wetlands or similar unusable areas. There is no on-site retention. Stormwater would have to be retained on site.
Utilities:	Central water and sewage services are available in the adjacent rights of way. Electrical power and telephone service are available to the property.
Easements and Encroachments:	There are no other significant easements or encroachments on the subject known to the appraiser.

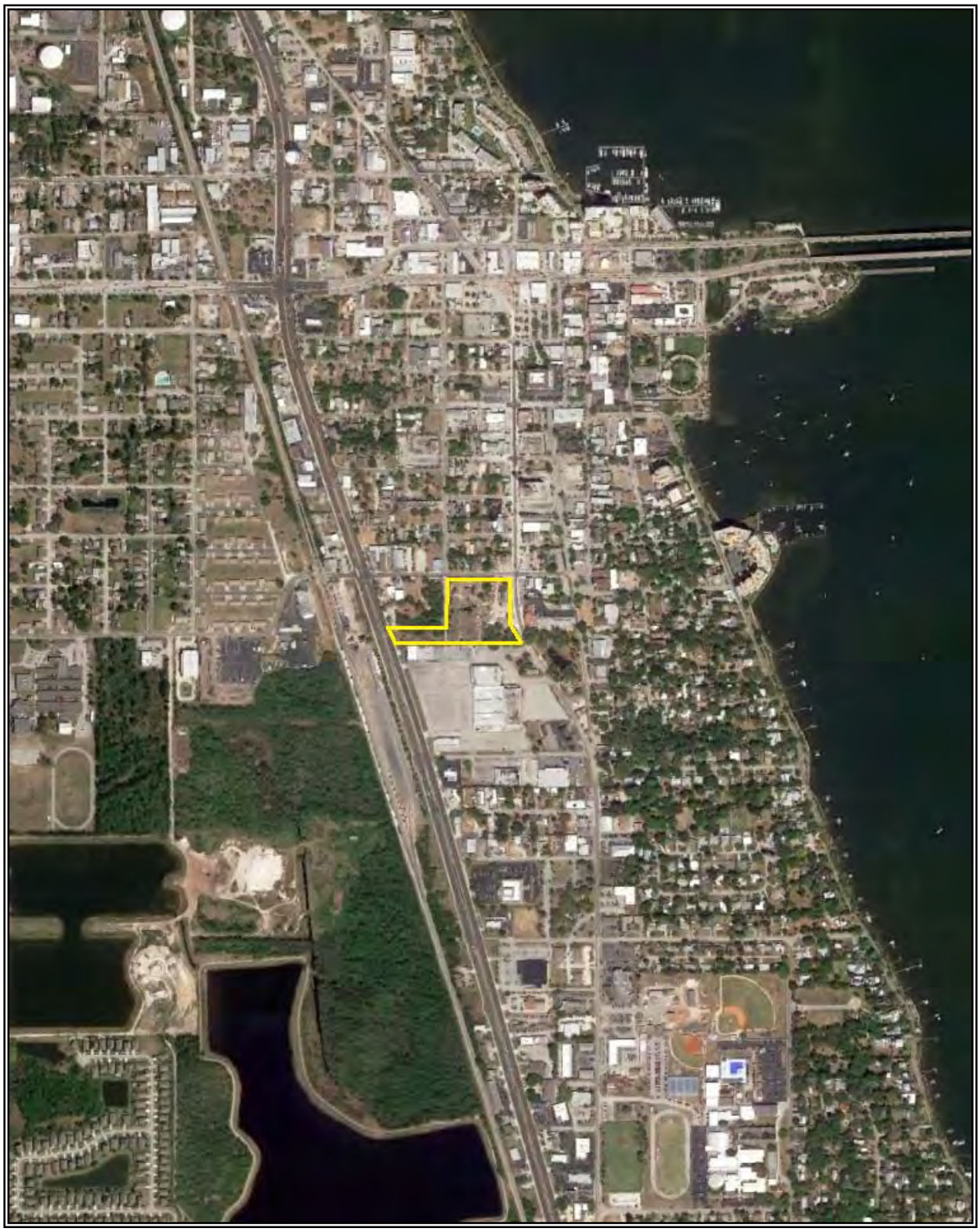


Subject Location Map



Subject Location Map

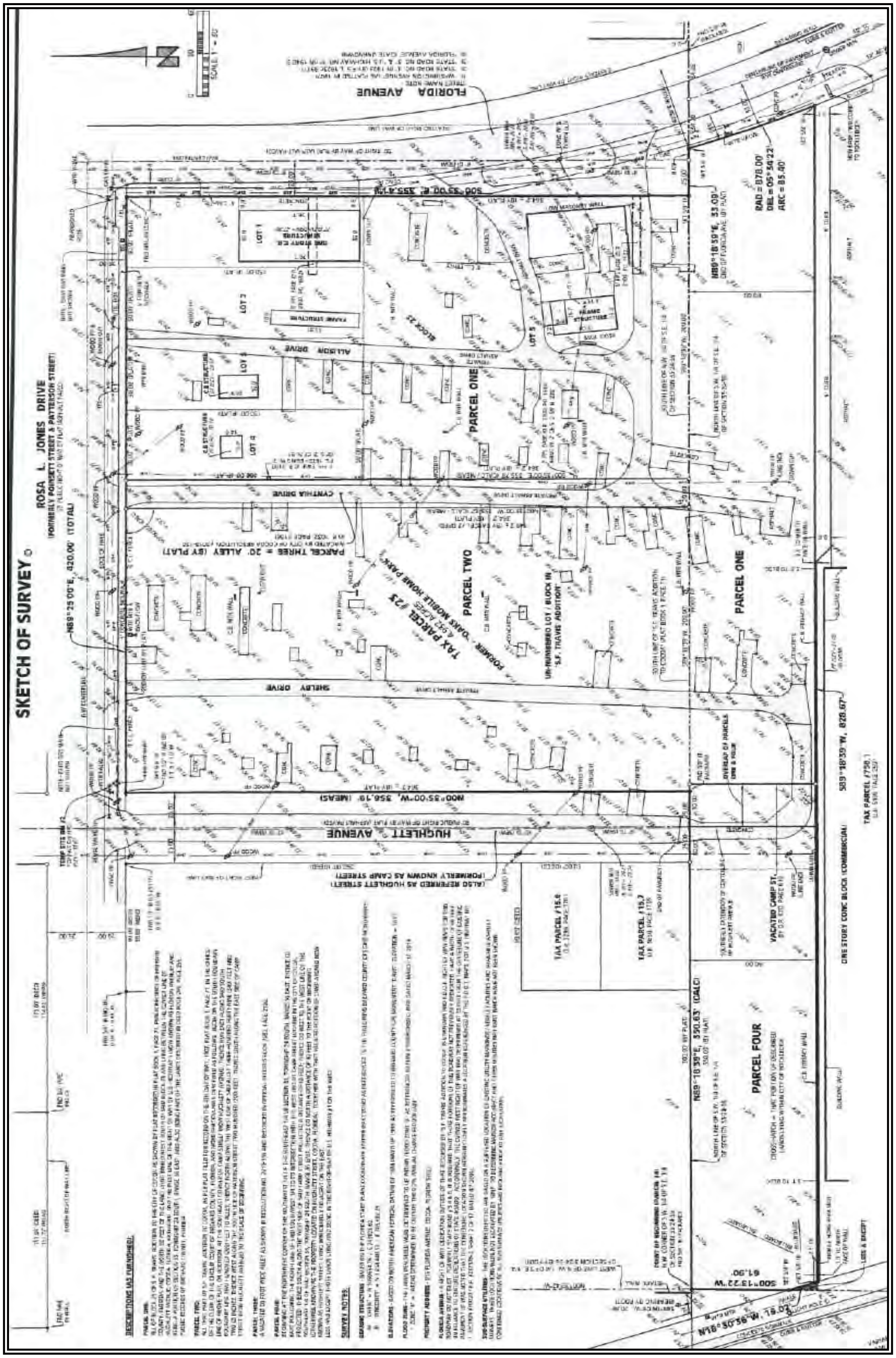
SUBJECT PHOTOGRAPHS



Aerial View of the Subject



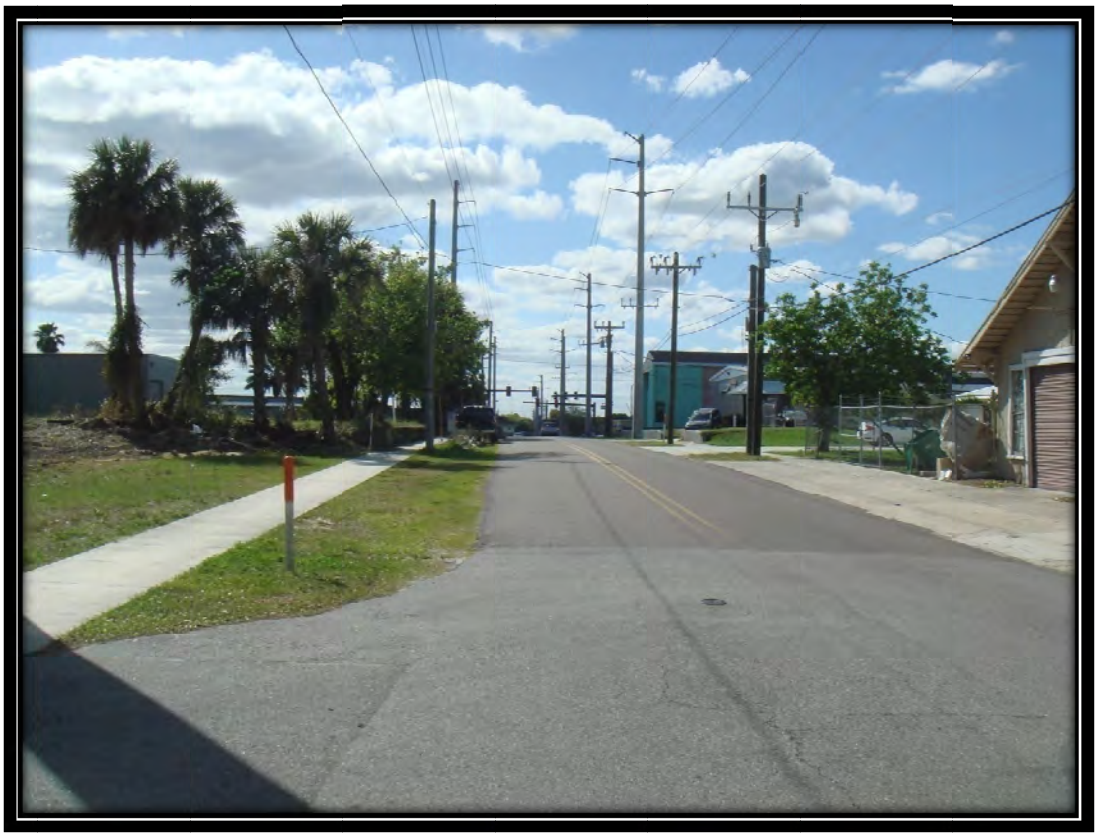
Aerial View of the Subject



Subject Survey



View of Subject from Rosa L. Jones Drive



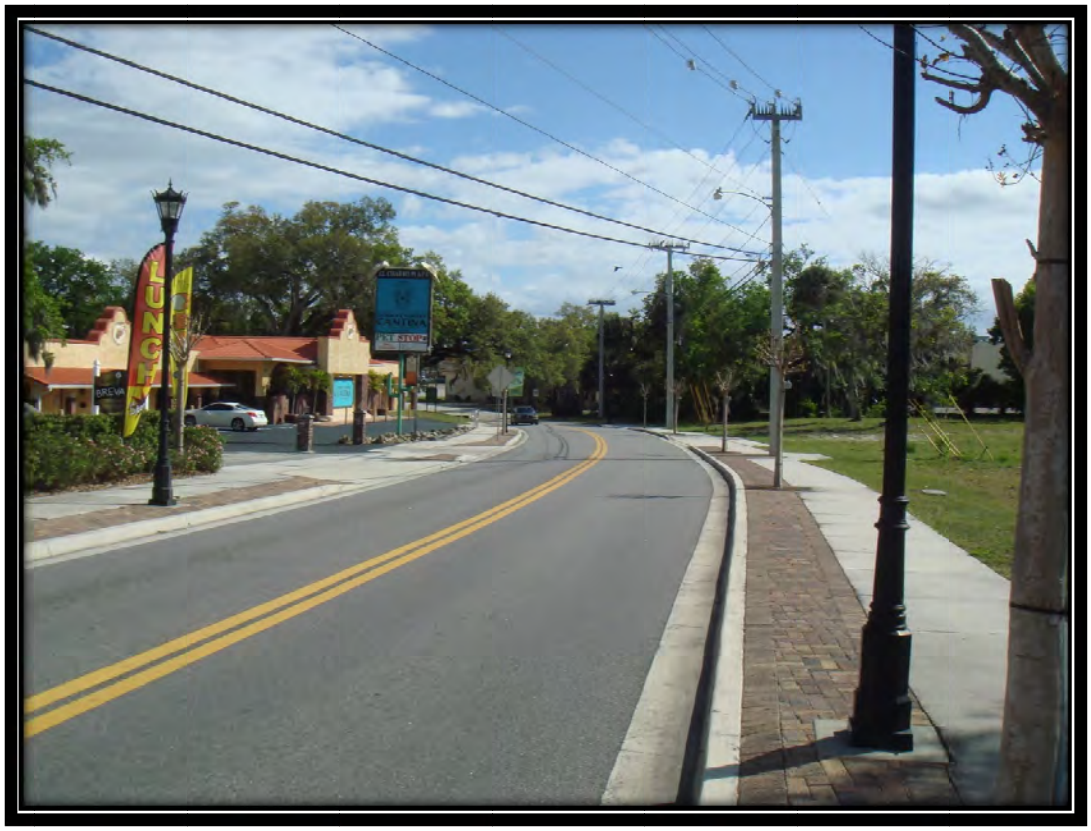
Westerly View of Rosa L. Jones Drive with the Subject on the Left



Internal View of the Subject



Internal View of the Subject



Southerly View of Florida Avenue with the Subject on the Right



Southerly View of the Subject from Rosa L. Jones Drive



Nearby Residential Construction Site



Mixed Use Property in Village District



City Offices, Four Blocks from the Subject



Retail Property in Village District



Entrance to Waterfront Park



Easterly View of Indian River from the Waterfront Park



Internal View of Park



Retail Property in Village District

HIGHEST AND BEST USE

Highest and Best Use is defined by the Appraisal Institute in, The Appraisal of Real Estate as follows:

> *The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.*[2]

Implied in this definition is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals, as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, green belts, preservation, conservation, wildlife habitats and the like.

TESTS OF HIGHEST AND BEST USE

In analyzing the Highest and Best Use of the subject property, a number of physically possible uses are considered. These physically possible uses are then analyzed in light of the highest and best use tests of legality, financial feasibility and maximal productivity of the property.

The tests of highest and best use are normally applied to a property both as if vacant and ready for development and as currently improved. The subject is essentially vacant, with only minor site improvements in place. We have only considered the property as if vacant.

Highest and Best Use "As Vacant"

Physically Possible

Size and Shape

The subject site contains approximately 4.932 Acres (214,838 SF). All of this area is usable uplands. The subject is irregular in shape. It includes a largely rectangular "main" parcel, which corresponds with the area used for the former Oaks Mobile Home Park, as well as tax ID number 24-36-33-80-23. This parcel contains about 4.32 acres (188,179 SF and is located entirely within the jurisdiction of the City of Cocoa. The balance of the site, the "panhandle" area, contains about 0.61 acres (26,659 SF). This corresponds with tax ID number 24-36-33-00-755 and is located entirely within the jurisdiction of the City of Rockledge. This part of the subject includes about 20 feet of frontage along US Highway 1, west of the subject. The subject is large enough to support the types of uses permitted within the current zoning districts.

2 The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, 2013.

Usability

The entire subject is usable upland areas. There is no obvious surface or subsurface (soil) conditions which would prove a significant obstacle to development. There is no known environmental contamination of the subject.

Access

The subject has about 420 linear feet of frontage along Rosa L. Jones Drive, immediately north of the site. There are three existing access points to this road. There is also about 460 feet of frontage along Florida Avenue, to the east. There are two existing access points to this roadway. Both of these roads are secondary commercial roadways and, taken together, this access is adequate for a wide range of development, including any use plausible for the property.

The frontage along US Highway 1 has no existing access point or historic connection to the road. This frontage is not long enough to justify petition for a new access. This is not a potential access point for the subject.

Utilities

The water and sewer service provider for this market area is the City of Cocoa. The subject has historically been connected to these services. There are existing lines located in the adjacent major rights of way, with adequate capacity to serve any plausible subject development.

Garbage and reclaimed water services are also available to the subject, through the City of Cocoa utilities department.

Electrical service is available from the Florida Power and Light Company.

Internet and other data services are available from a variety of private companies.

There are no significant obstacles to subject development in utility services.

Conclusion

The subject can physically support a wide variety of uses.

Legally Permissible

The subject is divided between two governmental jurisdictions. The main body of the site is within the City of Cocoa. The panhandle area is with the City of Rockledge. Divided jurisdiction corresponds to divided zoning regulations and can complicate development. Unification of the property under a single jurisdiction would be difficult. It would not improve the development potential in any obvious way. It is not anticipated for the subject.

Divided jurisdiction should not be a significant development problem for the subject. The City of Rockledge area corresponds to the panhandle, which has limited development potential because it is physically narrow (approx. 80 feet wide). It is not usable for access. Any development, however, would be required to include stormwater retention on site. This panhandle area is the most likely location for the required retention.

The panhandle area is within the Redevelopment Mixed Use (RMU) district of the City of Rockledge. It is also with the RMU future land use district. These districts allow a wide range of uses, consistent with a range of commercial or higher intensity residential uses, though not limited to these.

Most of the subject site is within the City of Cocoa. It is entirely within the Core Commercial (CC) zoning district. This district is intended to correspond to the area redevelopment plan, and to include a wide range of permissible uses at low to medium intensity, including commercial, office and professional uses.

The subject is also within the Mixed Use future land use district. This district allows a wide range of uses at a high intensity, including residential uses at up to 25 units per acre, commercial, industrial, hospitality, office and institutional uses. This district is consistent with about ten zoning districts, including the CC district and several other central city, commercial and professional districts and with mixed uses.

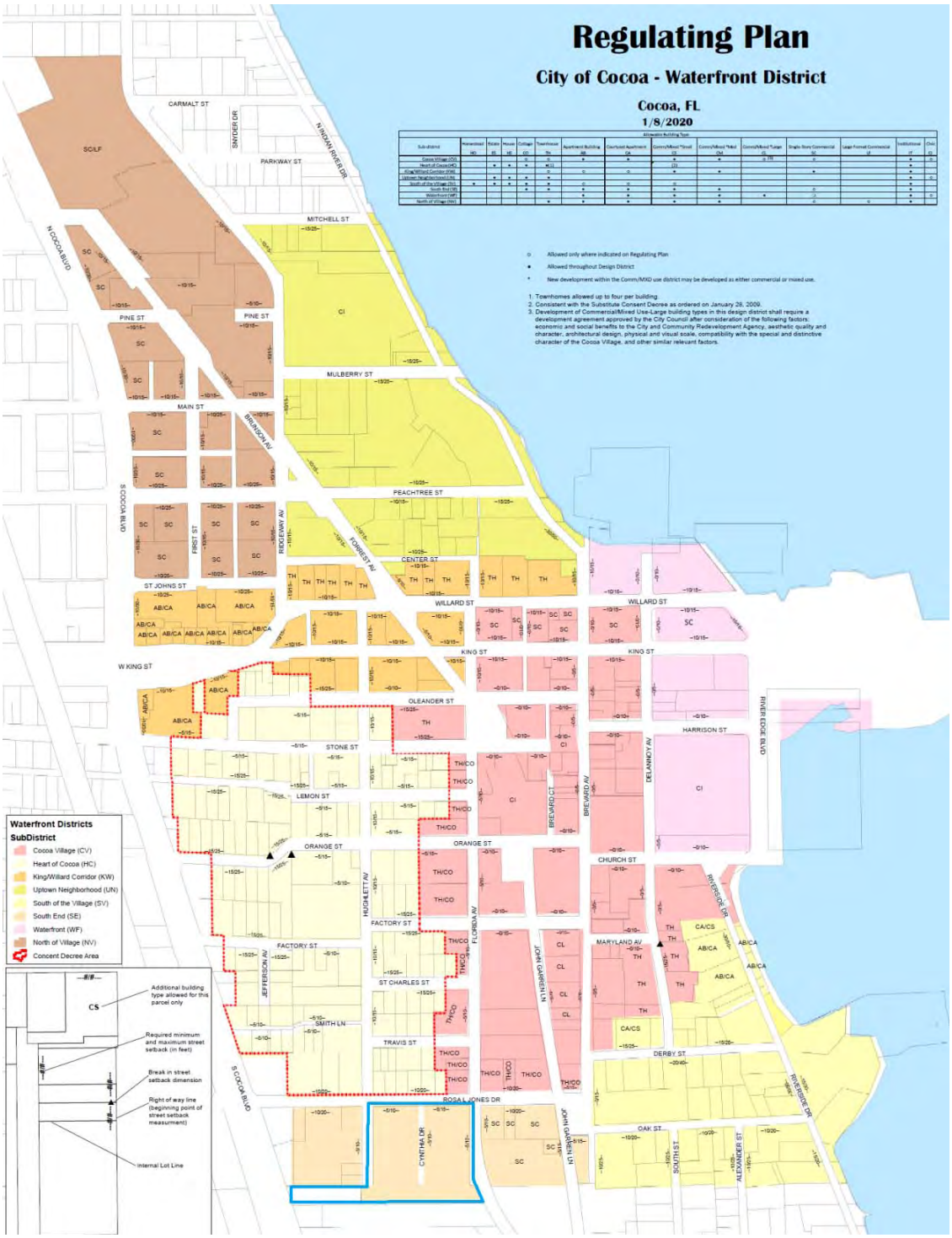
Finally, the main part of the subject is within the Cocoa Waterfront Overlay District. This is the most significant of the several classifications applicable to the subject. This district was adopted by the City of Cocoa in 2008 specifically to assist in the implementation of the Cocoa Waterfront Master Plan. The district regulations have been amended several times, most recently in 2020. A copy of the Overlay District regulations is included in the addenda of this report.

The subject is within a sub-district of the Waterfront Overlay designated South End. This sub district includes only the subject and a handful of smaller parcels to the immediate east and west. The reader is referred to the following map.

The overlay district document lays out a range of permitted uses for the properties within the South End sub district. These include Multi-Family dwellings, professional offices, medical and dental clinics, financial institutions, cultural centers, hotels, professional services, repair services and some retail uses. A variety of other uses are allowed as special exceptions, including a wider range of retail uses. Industrial uses are not permitted.

The legally permissible uses of the subject include residential uses (up to 25 units per acre), offices (professional, medical or financial), institutional uses, hotels, and a restricted list of commercial sales and services.

There is also a limitation on the allowable building types for this district. These include a range of residential building types; Cottages, Townhomes, Apartments Buildings and Courtyard Apartments. Also included are commercial and mixed uses of small or medium size and institutional uses. Excluded are low density residential use and large scale commercial uses. The reader is referred to the addenda for details of each of these requirements.



Cocoa Waterfront Overlay District Map

It is possible that the subject could be rezoned to facilitate development to the requirements of a wide range of development possibilities. However, the current designation of the subject has been in place for roughly 12 years, through multiple updates and opportunities to expand the range of potential uses. It is reasonable to assume that any development of the subject would have to be consistent with the existing regulations.

Financially Feasible

For a project to be financially feasible, it has to provide a positive rate of return for an investor. Investors look to the marketplace to determine the likely investment return of any given property and the riskiness of the investment. These are functions of a property's location, whether it meets a market need, its site utility and a number of other factors.

The legally permissible uses of the subject include a wide range of uses. We have investigated the existing or potential market for each of these uses. We will consider each of them in turn.

Residential Use

The subject has previously been used residentially. The previous use was a rental mobile home park, which would not be permitted under current regulations. However, this previous use demonstrates market acceptance of residential use at a high density.

The subject district includes a variety of housing types in close proximity to the subject. These include adjacent single family uses, a neighborhood of single family uses to the south and east and multiple family uses along the waterfront (multi-story condominium towers). Probably most notable, there is a new 18 unit townhome development (The Villas of Cocoa Village) under construction immediately northeast of the subject.

In the wider market area there are other examples of new residential development. These include rental apartments (Rockledge Flats) and multiple developments including both single family and townhome uses. The apparent acceptance of these developments by the market indicates that residential development is a financially feasible use for the subject.

Office Uses

The Cocoa Village district is primarily a mixture of retail and institutional uses. There are also office buildings and accessory office uses. Most development is small scale.

The uses which exist are mostly either older purpose-built offices or relatively small spaces in mixed use buildings adapted for office use. Several are branch bank offices, which are difficult to adapt for other office uses. With the exception

of local government structures, there are no recently constructed office spaces in the subject district.

The spaces which do exist evidence a high vacancy and generally low rental rates. Area brokers we spoke to characterize a weak market for office space in the subject district. Examples of listings in the subject district range between about $12/SF and $15/SF on a net basis, too low for new development to be feasible.

The absence of any large office-based employers in the subject district or nearby is indicative of a lack of basic demand. For professional uses, this includes bank and law offices. For medical uses, this includes hospitals or any associated medical campuses. This does not appear to be a financially feasible use for the subject.

Cultural / Institutional Uses

These uses, almost by definition, are non-market oriented and typically established on a non-profit basis. They are a secondary use; a response to basic demand generated elsewhere for museums, theatres and similar community serving uses.

The Cocoa Village district, though modest in scale and resident population, is an attractor of visitor activity from both the surrounding community and the wider market. It is a destination tourist and retail district. It is also a symbolic center for the City of Cocoa and a historic commercial center for Brevard County generally. These are criteria consistent with a demand for institutional and cultural uses. Further, there is actual evidence for such demand, including the existing historical center, the Cocoa Village Playhouse and government structures.

Such uses, however, are typically located in areas of high visibility, or at least strategic placement for their particular mission. Although the subject site is close to the Cocoa Village district, it is neither centrally placed nor particularly high visibility. This is a possible use for the subject, but this use is neither highly likely nor is it typically an economic use.

Hotels

There are no existing hotels in the Central Cocoa area, including the Cocoa Village district. The subject district is seemingly well placed for such a use, as a central district with both government uses and consistent tourist traffic. The size and location of the subject is suitable for a new hotel use.

However, hotel uses typically rely on demand from an extended area. The western areas of the City of Cocoa are generally low income and a source for little demand. Commercial uses along US Highway 1 are similarly in fair to poor condition, with high vacancy. Many of the existing uses are marginal or only locally serving. Finally, there is strong competition for hotel uses from areas of

Merritt Island and Cocoa Beach to the east of the City of Cocoa. These beach-oriented facilities are stronger contenders for base demand. Visitors to Cocoa Village are usually destination oriented. Their visits, however, are typically short term and rarely extend over multiple days.

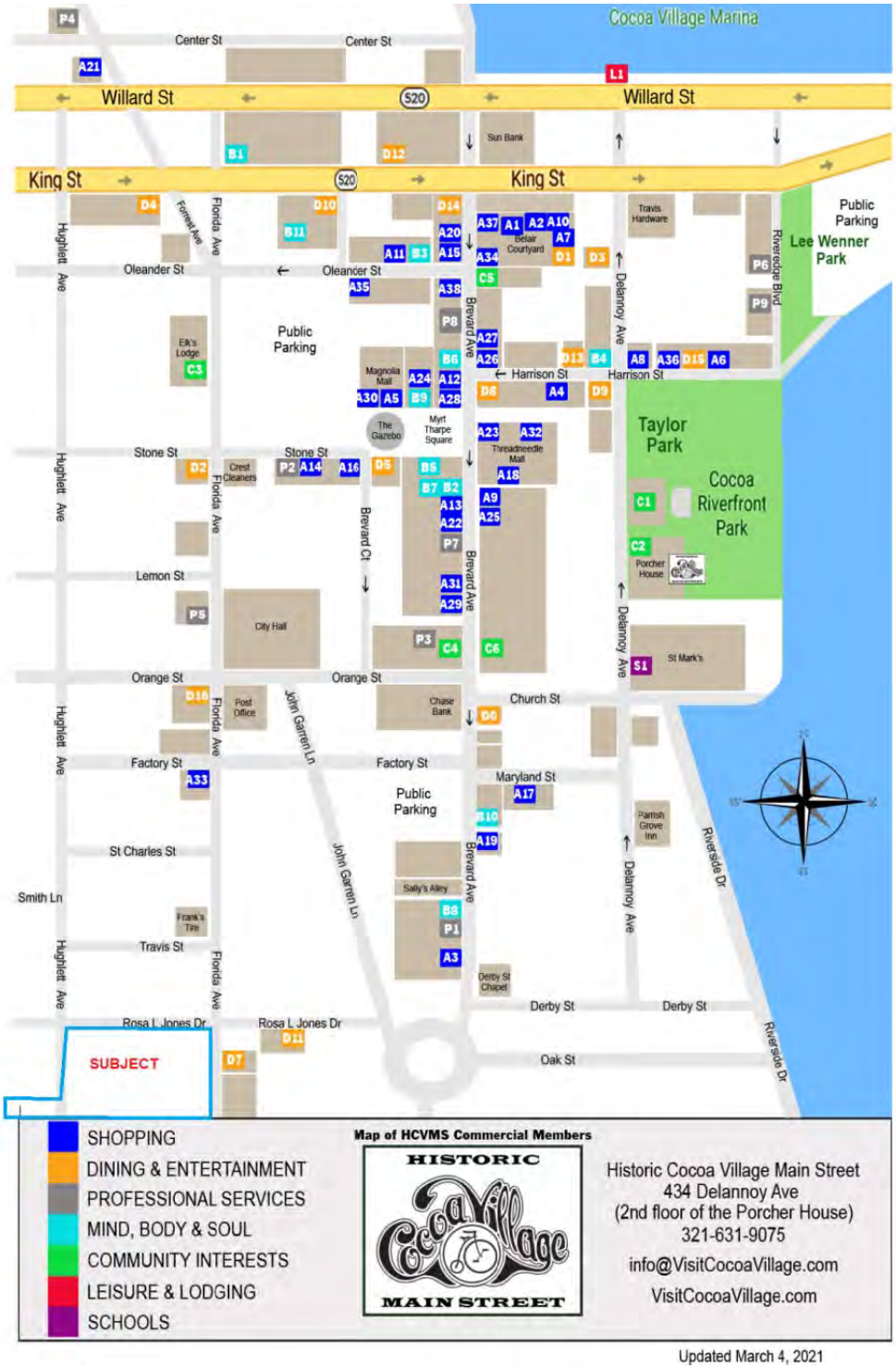
Absent increased demand for the use, development of a new hotel use would not be financially feasible.

Services / Retail Commercial

The subject is located within the Cocoa Village district. This district is oriented toward small retail uses, with a wide variety of retail sales and service shops. There are about 160 separate establishments in the district. These are heavily weighted toward local, small scale retailing establishments, craft and artist studios and entertainment businesses, including many restaurants and bars. The Cocoa Village district is unique in Brevard County and attracts a large number of visitors of a wide variety, including a mixture of local customers and out of market visitors.

The success of Cocoa Village as a commercial enterprise has increased the demand for suitable real estate in the district and immediately adjacent areas. These buildings are typically older structures which were originally constructed for retail commercial, residential or industrial uses and later converted. Many are two story structures, though it is noteworthy that street level space is much more strongly demanded than second story space.

The district is centered along Brevard Street, though includes several adjacent streets. It includes a large public park along the Indian River and some related public and semi-public structures and spaces as well. The reader is referred to the following map for the general layout of the Cocoa Village district, and the proximity of the subject.



The subject is located in the southwest corner of the map, outlined in blue. The subject is three blocks from the core shopping area. This distance is modest, but there are many existing properties in the intervening space which are more suitable for expansion of the district.

Vacancy in retail spaces in the district is generally low. Vacancies exist at the edges of the district, particularly in buildings that are larger or less suitable for retail conversion. The asking rental rates for the vacancies which do exist are

mostly in the range of $12/SF to $16/SF, which is not high enough to support new construction. Higher rates are paid for areas near the waterfront and the core of the retail district.

Without a significant increase in the demand for new retail uses, or a reduction in the availability of superior properties, development of the subject for retail commercial sales and services is not financially feasible.

Mixed Use

Mixed use should not be characterized as a different type of use. It is a mixture of two or more other uses within the same property or project. Regardless of how they are mixed, the uses must themselves be financially feasible individually if they are to be feasible within a mixed context.

Conclusion

Among the legally permissible uses, few pass the test of financial feasibility. Demand is clear only for residential uses. Limited demand for new retail uses is detectable in the market, but not clearly feasible. The demand for new offices or service uses is even weaker, supported by neither pricing nor fundamental demand. Industrial or workshop demand in the district is slightly better, but this use is not permissible for the subject.

Residential uses include a variety of use types. Potential uses include single family development and multiple family developments of several types. In any form, development may either be intended for either a sales market (owner occupancy) or a rental market. In the following section, we have described major aspects of the residential market for the subject and compared some alternative uses in order to estimate which would be the maximally productive use of the subject.

Maximally Productive

Among the financially feasible uses which would likely provide the highest rate of return is the highest and best use.

Population

The population of the subject district has a limited permanent population. Census data suggests a population of 1,375 people within a ten minute walk (this includes the entire Village district) of the subject. These residents reside primarily in older single family residences or large, multi-story condominium residences along the Indian River. These same census sources suggest a slowly growing population in the subject district, about 1% per year over the coming five years.

Income

Reported income in the subject district is also modest. Median annual household income in the immediate area of the subject is $57,756. This income is sufficient to support new residential development, albeit only modestly priced “entry” level.

DEVELOPMENT SCENARIOS

The subject property contains just less than five acres. It has good access to adjacent roadways and to nearby US Highway 1. It lacks a major view amenity, such as the Indian River, which would attract high density and high value construction.

Single family development is not permitted for the subject, under the regulations of the Cocoa Waterfront Overlay District. New single family development would also likely encounter market resistance due to the close proximity of industrial development.

Multi-family dwellings are a permitted use. These may take the form of townhomes, apartments or mixed use buildings, all of which are more clearly defined in the overlay district (addenda). The maximum density is 25 units per acre, a maximum of 108 units.

We have analyzed two different multi-family development scenarios. These include a townhome development scenario, suitable for sale and owner occupancy and rental project scenario. Each of these is laid out in detail following, with references to market support for the estimated sales prices.

Townhome Scenario – Sale for Owner Occupancy

Based on the layouts and unit sizes for other successful townhome developments in the Brevard County area, we estimate the most market acceptable townhome would be a multiple story building with two floors of living area above a ground level garage. This layout would be similar to that of the nearby Villas of Cocoa Village development. To meet market standards, the development would include a perimeter wall and gated security, as well as a modest community center (office, fitness center, pool, etc.).

Construction cost estimates are based on the Marshall Valuation Service cost estimating guide for “Average” quality townhomes. Briefly, this is construction characterized by concrete block construction with moderate exterior detailing (brick or stucco), asphalt shingle roves and limited trim work, mixed carpet and tile interior flooring, standard plumbing fixtures, ground floor garages and standard insulation and A/C systems. This has also been held constant in these scenarios.

Unit Size and Development Density

Competitive townhome developments in the market area are limited. We have examined three in detail for examples of the range of acceptable unit sizes and overall development density. Summarized as follows.

Development Name	Unit Count	Total Area	Density
Villas of Cocoa Village	18 Units	1.04 Acres	17.30/AC
Lake Washington Townhomes	276 Units	38.47 Acres	7.17/AC
Riverwalk of Melbourne	151 Units	14.43 Acres	10.54/AC

The nearest and most similar development, Villas of Cocoa Village, has the highest effective density. This is attributable to the absence of stormwater retention or common area amenities. The other developments, with densities about half as great, include substantial retention areas, green spaces and shared amenities.

For the subject, we estimate a project with a similar density to Villas would be practical, but with some areas reserved for a shared office, swimming pool and other modest amenities. We estimate an overall density of 15 units per effective acre, indicating a total count of 65 units.

Development Name	Unit Count	Range of Sizes (Living Area)	Average Unit Size
Villas of Cocoa Village	18 Units	1,220 SF – 2,158 SF	1,689 SF
Lake Washington Townhomes	276 Units	1,467 SF – 1,776 SF	1,690 SF
Riverwalk of Melbourne	151 Units	1,532 SF – 1,864 SF	1,698 SF

The range of unit sizes vary somewhat, with the Villas development having the widest range. The average, however, is remarkably consistent. We estimate the most efficient plan for the subject would include a range of unit sizes between about 1,250 SF and 2,000 SF, with an average of 1,690 SF. These units would (on average) include a two car garage and about 250 SF of patio areas and other non-living areas.

Project Units

65 Units x 1,690 SF = 109,850 SF Living Space
65 Units x 500 SF = 32,500 SF garages and non-living areas
1 x 2,500 SF Common Area Offices / Clubhouse

Construction Costs

Living Space:	109,850 SF x $74.00/SF =	$8,128,900
Non Living Space:	32,500 SF x $24.00/SF =	$ 780,000
Clubhouse	2,500 SF x $98.00/SF =	$ 245,000
Architecture	Est $10,000/Unit Total =	$ 650,000
Impact Fees	Est. $6,000/Unit Total =	$ 390,000
Site Work and Infrastructure: 65 x $10,000 =		$ 750,000
Total Costs		**$10,943,900**
Plus: Ent Incentive / Required Profit @ 10% =		$1,094,390
Total Costs		**$12,040,000 ®**

These total costs are exclusive of land cost.

Revenues

We examined the same three competing developments for recent sales of physically and economically similar townhome units. Following are a representative sample of sales.

Unit	Sale Date	Sale Price	Unit Size	Price / SF
V of CV, Parrish Unit	Listing	$268,900	1,463 SF	$183.80
V of CV, Playhouse Unit	Listing	$314,900	2,075 SF	$151.76
LW, 2525 #101	1/8/2021	$220,000	1,692 SF	$130.02
LW, 2775 #105	2/16/2021	$197,000	1,467 SF	$134.29
LW, 2585 #102	2/11/2021	$205,000	1,755 SF	$116.81
RM, 1480 #105	7/7/2020	$290,000	1,532 SF	$189.30
RM, 1480 #106	8/10/2020	$300,000	1,864 SF	$160.94
RM, 1470 #106	8/10/2020	$293,700	1,698 SF	$173.97
Average		**$261,188**	**1,693 SF**	**$154.28**

V of CV = Villas of Cocoa Village
LW = Lake Washington
RM = Riverwalk of Melbourne

The comparables within Villas Cocoa are all pending, as the project remains under construction. Typically, new projects are priced with little room for adjustment. These listings are taken as reliable indicators of value. The comparables within Lake Washington are several years old (built 2014) and with one car garages, generally inferior to the subject projection. These are inferior indicators. The comparables within Riverwalk Melbourne are new construction and physically similar to the subject projection. Though the most distant, we estimate pricing to be consistent between the two markets. These are also taken as good direct comparables for the subject. They also lack the nearby attractor of Cocoa Village.

Based on this data, we estimate the market value for the subject units would be a bit above the average here, a rate of $165/SF. The average unit price, therefore, would be equal to 1,690 SF times $165/SF = $278,850. Rounded to $280,000.

As a final step, we calculated a discounted sellout scenario for these units. The sellout assumes the units would be all completed at the date of value, and then sold to a variety of buyers. The sellout would take place over a period of roughly 18 months, with expenses for brokerage, advertising and misc. holding costs. We have assumed contracts taken during construction, about 50% of the total, would close during the first period. We estimate the applicable discount rate to be 15%, reflective of both finance costs and a relatively low risk development.

Indicated Land Value

The subject land value is equal to the market value of the completed project, less the total costs to construct. For this option, that is summarized as follows.

As Complete Value	$15,500,000
Less: Total Construction Cost	$12,040,000
Residual Value	**$3,160,000**

Discounted Sellout - 915 Florida Avenue

Periods from DOV	12	Month	1	4	7	10	13	16	19	Total
Date			3/15/2021	6/15/2021	9/15/2021	12/15/2021	3/15/2022	6/15/2022	9/15/2022	
Unit Absorption			32	6	5	6	5	6	5	65
Sold to Date			32	38	43	49	54	60	65	
Remaining			33	27	22	16	11	5	0	
SF Unit Sales			$ 8,960,000	$ 1,680,000	$ 1,400,000	$ 1,680,000	$ 1,400,000	$ 1,680,000	$ 1,400,000	$ 18,200,000
Sales and Carrying Expenses										
Marketing	.5% of Sales		$ 44,800	$ 8,400	$ 7,000	$ 8,400	$ 7,000	$ 8,400	$ 7,000	
Sales Commissions	6% of Sales		$ 537,600	$ 100,800	$ 84,000	$ 100,800	$ 84,000	$ 100,800	$ 84,000	
Real Estate Taxes	1.00% of Value		$ 92,400	$ 75,600	$ 61,600	$ 44,800	$ 30,800	$ 14,000	$ -	
Total Expenses			$ 674,800	$ 184,800	$ 152,600	$ 154,000	$ 121,800	$ 123,200	$ 91,000	$ 1,502,200
Net Profit			$ 8,285,200	$ 1,495,200	$ 1,247,400	$ 1,526,000	$ 1,278,200	$ 1,556,800	$ 1,309,000	$ 16,697,800
Discount Rate w/o E.I.	15%									
PV of Cash Flow			$ 8,182,914	$ 1,422,719	$ 1,143,511	$ 1,347,734	$ 1,087,585	$ 1,276,181	$ 1,033,794	$ 15,494,439
PV of Sales			**$ 15,494,439**							
PV of Sales, Rounded			**$ 15,500,000**							
PV of Average Unit			**$ 238,462**							

Rental Scenario

Another potential use of the subject would be development as a rental property, designed to maximize income generation over the long term. While any residential development can be used as a rental property, the most efficient rental project is one with many small units and limited, low cost common areas.

Based on the layouts and unit sizes for other successful apartment developments, in the Brevard County area and similar markets, we estimate a marketable rental apartment would be a three story garden style complex with surface parking. The development would include a perimeter wall and gated security, as well as a modest community center (office, fitness center, etc.). The zoning of the subject allows a maximum unit count of 108 units. However, based on the most efficient development for similar garden apartments, we estimate a density of 20 units per acre would be the maximum to be expected, a total of 86 units.

Construction cost estimates are based on the Marshall Valuation Service cost estimating guide for "Average" quality garden-style apartments. Briefly, this is construction characterized by concrete block construction with moderate exterior detailing (brick or stucco), asphalt shingle roves and limited trim work, mixed carpet and tile interior flooring, standard plumbing fixtures and standard insulation and A/C systems.

86 Units x 1,000 SF = 86,000 SF Living Space
1 x 2,500 SF Common Area Office / Clubhouse

Construction Costs

Living Space:	86,000 SF x $73.56/SF =	$6,326,160
Appliances:	86 Units x $3,000	$ 258,000
Clubhouse	2,500 SF x $98.00/SF =	$ 245,000
Architecture	Est $7,500/Unit Total =	$ 645,000
Impact Fees	Est. $6,000/Unit Total =	$ 516,000
Surface Parking	100 Spaces x $1,500 =	$ 150,000
Site Work and Infrastructure:	86 x $10,000 =	$ 860,000
Total Costs		**$9,000,160**
Ent. Incent / Profit @ 10%	=	$ 900,000
Total Costs		**$9,900,000 ®**

Leaseup Costs

The subject would be vacant at sale and require an extended holding period before full leaseup was achieved. This process would require active marketing and either payment of leasing commissions or the employment of a full-time leasing staff during that time. We estimate leaseup will take roughly 18 months and excess cost equal to roughly 5% of the construction costs, $495,000

The total cost to construct the described rental project and bring it to full occupancy totals $10,395,000. Rounded to $10,400,000. This is exclusive of any financing costs.

Rental Revenues

According to housing survey data, which is included in the addenda, the average monthly rental rate for the subject district is approximately $685 per month. This is inclusive, however, of clusters of smaller, older units in the industrial areas immediately north of the subject. New construction of good quality would certainly command higher rental rates. We estimate a monthly rent for the average (1,000 SF) unit of $1,200 per month. This rate is based on rental rates for similar spaces, both in the Cocoa Village district and in similar developments in other urban areas of Brevard County. These are summarized below.

Location	Unit Size	Monthly Rent	Rate per SF / Month
630 Brevard Ave.	600 SF	$975	$1.63/SF
1372 Hampton Park Ln	1,110 SF	$1,375	$1.24/SF
Woodhaven Apts. #51	930 SF	$1,322	$1.42/SF
Rockledge Flats Apts #B1	1,079 SF	$1,505	$1.39/SF
Fountain Villas #201	1,191 SF	$1,480	$1.24/SF
Cascade Apts #102	1,358 SF	$1,710	$1.26/SF

The Brevard Avenue apt is near the subject, but a much older building with small units, an unusual arrangement for new construction and unlikely for the subject. This is included as a supporting indication of rates only.

The Rockledge and Woodhaven apartments are both new construction which would be directly competitive with the subject. These are the best direct comparables.

Based on the foregoing, we estimate an average market rental rate for the subject units of $1.40/SF per month, an average of $1,400 per month.

The potential gross income for this property would be 86 units times $1,400 per month times 12 months, a total of $1,444,800 per year.

We estimate a stabilized market vacancy of roughly 5%. This is consistent with market rates for similar rental projects, both in the Cocoa / Rockledge area and the wider market area. It's worth noting that a significant rental project in the subject district would be a break from current housing patterns, and might be accepted more slowly than similar projects elsewhere. This rate indicates a vacancy and collection loss of $72,240 and an effective gross income of $1,372,560 per year.

A typical expense ratio for such a project is 45% of gross income. This is inclusive of management, taxes, insurance, maintenance, utilities and replacement reserves. For this project, that would total $617,652 per year and indicate a net profit of $754,908.

Potential Gross Income	**$1,444,800**
Effective Gross Income	**$1,372,560**
Less: Expenses @45% of EGI	$617,652
Equals: Net Operating Income	**$754,908**

The current investment market for multi-family rental projects like that imagined here is very strong, with historically low investment capitalization rates. Fully leased, we estimate an applicable cap rate for this project would be 6.5%. Dividing this rate by the estimated net income produces an indication of the residual land value under this scenario, as follows.

Est. Annual Net Profit	$754,908
Divided by – Investment Cap Rate	÷ .060
Equals: Est. As Is Value, Improved	**$12,600,000 ®**

Subtracted from this would be the total construction and leaseup cost, previously estimated at $10,400,000

Stabilized Value	$12,600,000
Less: Total Construction Cost	$10,400,000
Residual Value	**$2,200,000**

In our opinion, a residential rental project for the subject property would be a financially feasible development option.

Conclusions

We have completed residual land analyses for three separate sellout scenarios and one rental scenario. These findings are summarized in the following table.

Scenario	Residual Value
Townhome Development (65 Units)	$3,160,000
Rental Apartments (86 Units)	$2,200,000

Land residual is a measure of land value “left over” after all the other costs of development are accounted for. The rental development scenario is the highest and best use for the subject by this measure. However, the two are close enough together that either might be the more practical with a more detailed analysis.

The preceding analysis is preliminary. However, the costs, sales prices, rental rates and other important variables are drawn from the same market sources, so large variances between the scenarios seem unlikely.

Test of Reasonableness

As a test of the reasonableness of the above conclusion, we have compared the subject also to recent sales of land for multifamily development. We have located two directly comparables sales, summarized as follows:

Sale	Effective Price	Date	Unit Count	Price / Unit
Villas of Cocoa	$615,000	2/21/2019	18	$34,167
Brookview	$885,600	12/20/2019	29	$30,538

Neither of these sales is directly comparable to the subject without consideration of adjustments or other important differences. Nonetheless, these rates are similar to the residual values calculated above. These sales reinforce our confidence in that analysis.

HIGHEST AND BEST USE CONCLUSION

Development of the subject with a new multi-family development project would be the highest and best use of the subject.

ADDENDUM

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have analyzed this property previously, in 2017.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined conclusion that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.

My analyses, opinions and conclusions were developed, and have been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of the Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of the Professional Appraisal Practice of the Appraisal Institute.

The use of this analysis is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the subject property.

No one has provided significant professional assistance to the person(s) signing this report.

As of the date of this analysis, the undersigned has completed the continuing education program of the Appraisal Institute.



Robert Fletcher, MAI/AICP/CCIM
State-Certified General Real Estate Appraiser RZ2463

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

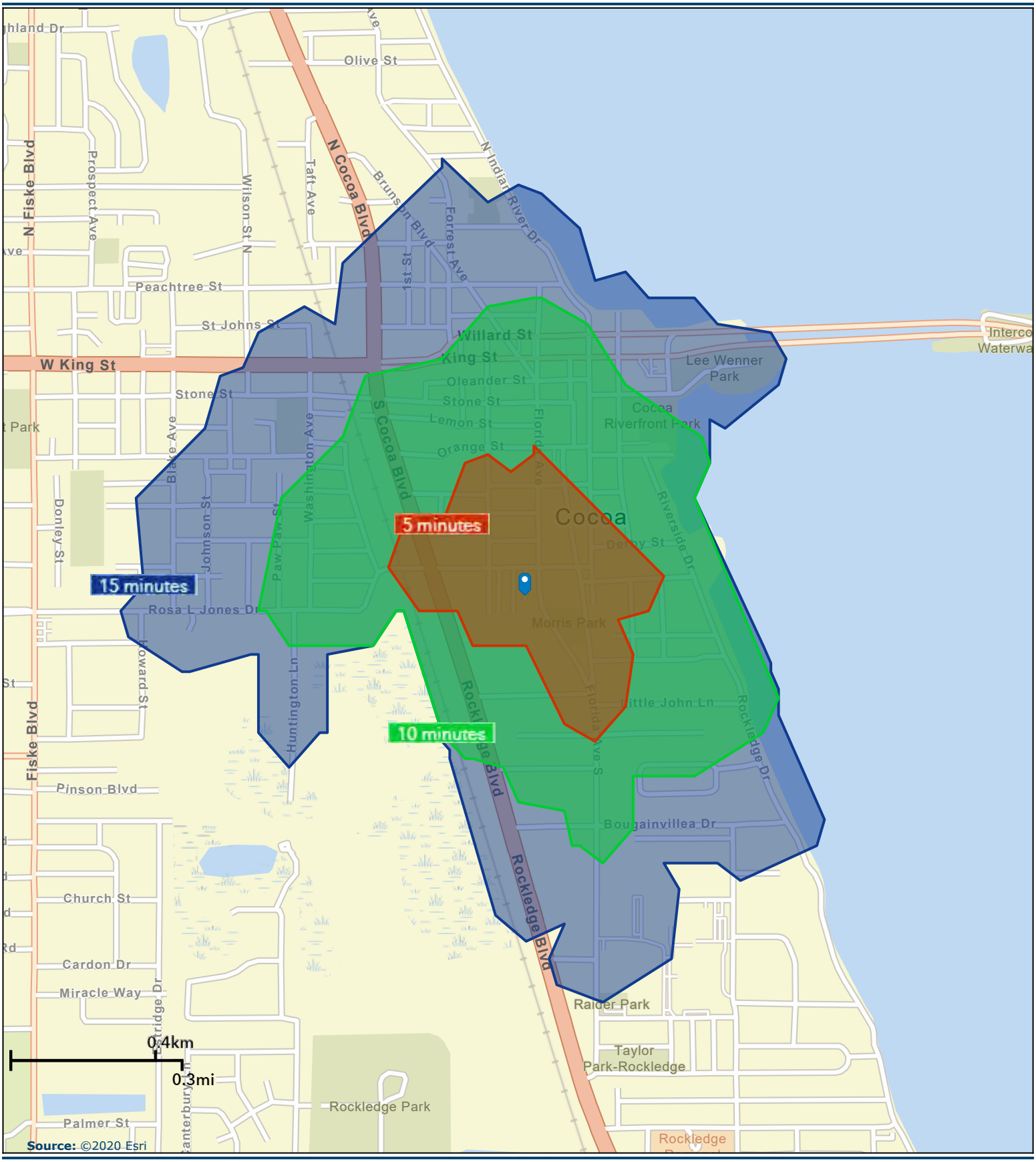
The following General Assumptions and Limiting Conditions apply to this Valuation Assignment:

1. As real estate analysts and appraisers, no responsibility is assumed for the legal description or for matters including legal or title considerations. As we are not attorneys, any interpretations and opinions rendered are not legal opinions. Title to the property is assumed to be good and marketable unless otherwise stated.
2. Unless otherwise set forth in our opinion of value, the property is appraised free and clear of any or all liens or encumbrances.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsurface, surface, or structures, that render it more or less valuable. No responsibility is assumed for such conditions or arranging for engineering studies that may be required to discover any defects. We are not trained as home inspectors or building inspectors.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal.
8. Possession of a printed report or a copy thereof does not carry with it the right of publication or duplication. It may not be used or relied upon for any purpose by any individual, group, governmental entity or corporation other than the identified intended user(s) as set forth within the report.
9. The appraiser herein by reason of rendering an opinion of value is not required to give further consultation, testimony or be in attendance in any court with reference to the property in question unless such arrangements are in the original engagement agreement or separately agreed to by both parties to said agreement. Should a third party call upon the appraiser for testimony, either expert testimony or fact testimony, as a result of the valuation assignment, the client is responsible for the appraisers' professional fees and direct expenses.
10. Neither all nor any part of the contents of the appraisal, expressed either orally or in writing (especially any opinion as to value), the identity of the appraiser or the firm with which the appraiser is connected shall be disseminated to the public through advertising, public relations, news, sales materials, or other media without the prior written consent and approval of the client and the appraiser.
11. The opinion of the appraiser is in no way contingent upon the reporting of a predetermined direction in value or specified value.
12. Date of value to which conclusions and opinions expressed in this report apply, is set forth in the report. Further, the dollar amount of the value opinion herein rendered is based upon the purchasing power of the U. S. dollar existing on that date.
13. Appraiser assumes no responsibility for economic or physical factors which may affect the opinion of the appraiser occurring at some date after the date of the letter transmitting this report.
14. The American with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that such a survey, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
15. Appraiser reserves the right to make adjustments to the valuation of the subject property, as may be required by consideration of additional reliable data that may or may not have been discovered at the time of the appraisal or which becomes available after the date of value.
16. The opinion of value represents the best opinion of the analysts as to the value of the interests considered and upon which said value is based.

17. The appraiser has no past, present or contemplated future undisclosed interest in the subject property or parties to the valuation assignment.
18. Personal inspection was made of the subject property and comparables relied upon in this valuation assignment.
19. Unless otherwise stated, no one assisted the appraiser(s) in the analysis, conclusions, and opinions concerning real estate valued.
20. All furnishings and equipment, unless specifically indicated, have been disregarded by the appraiser. Only the real estate has been considered.
21. If no survey of the subject property is provided to the appraiser, it is assumed the legal description and/or current plat obtained from the public records closely delineates said property.
22. Physical condition of any improvements located above grade or below grade on the subject property is based on visual inspection. No responsibility or liability is assumed for non-readily observable features or for the soundness of structural members or below grade features.
23. Certain data used in compiling the requested opinion of value will be furnished by the client or others. Such data is assumed to be reliable and is verified when practical. No representations are herein provided as to correctness or accuracy of such third party data.
24. A diligent effort to verify each comparable sale data was made. However, if personal contact is not possible, public records will be relied upon for verification. Further, it is recognized that in the confirmation process there exists the potential for misinformation, misleading information and fraudulent information being provided to the appraiser. Should such misinformation, in any form, be provided to the appraiser, no responsibility or liability is assumed by the appraiser.
25. Any photographs which may be a part of the valuation assignment are intended to reflect the general character of the area, the subject and/or comparable data. Said photographs are for illustrative purposes only.
26. Any maps or other graphic devices are intended to be illustrative and general in character and location. The subject property and any comparable properties are best identified by official Appraisers Parcel Number issued by the applicable Office of the County Property Appraiser.
27. Payment of the appraisal fee and any direct expenses as set forth in the engagement agreement constitutes the level of exposure of the appraiser individually or appraisal firm. It is mutually agreed that nonpayment of the professional fee(s) and/or applicable direct expenses as set forth in the engagement agreement may result in the filing of a lien upon the subject property to secure payment of said fees and costs as well as any other applicable remedies at law.
28. If a written report is provided as part of the valuation assignment and used to support an oral opinion of value, said report is conditioned as a preliminary report only and subject to change, as well as any relevant interpretation or reinterpretation of the applicability of any provision of the Uniform Standards of Professional Appraisal Practice, as may be amended form time to time.
29. Particularly applicable to any assignment which has the potential to result in litigation, any such written appraisal report is done to support said oral testimony only and can only be relied upon as supporting said testimony.
30. During the research and analysis process of the valuation assignment, additional “specific” assumptions and/or limiting conditions may be appropriate for the opinion value sought. If so, they will be set forth separately to specifically identify same.
31. Confidentiality of the appraiser/client relationship is controlled by Florida State Statutes and applicable implementing Rules, as well as those of professional membership in the Appraisal Institute. The appraiser may not divulge confidential data to third parties without consent of the client (customer). Our understanding of applicable laws and rules of the State of Florida is that they are more restrictive than those of the Gramm-Leach-Bliley Act of 1999.
32. All maps, graphics and charts are intended to be illustrative only.

DEMOGRAPHICS

Custom Map



March 13, 2021

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Disposable Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Population	241	254	262	8	0.62%
Median Age	55.5	59.6	63.5	3.9	1.28%
Households	132	138	142	4	0.57%
Average Household Size	1.83	1.84	1.85	0.01	0.11%

2020 Households by Disposable Income	Number	Percent
Total	138	100.0%
<$15,000	20	14.5%
$15,000-$24,999	14	10.1%
$25,000-$34,999	9	6.5%
$35,000-$49,999	16	11.6%
$50,000-$74,999	23	16.7%
$75,000-$99,999	18	13.0%
$100,000-$149,999	20	14.5%
$150,000-$199,999	9	6.5%
$200,000+	10	7.2%
Median Disposable Income	$59,164	
Average Disposable Income	$81,456	

	Number of Households						
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	3	12	11	15	29	36	33
<$15,000	1	2	2	2	5	4	3
$15,000-$24,999	0	1	1	1	2	3	5
$25,000-$34,999	0	1	1	1	2	2	2
$35,000-$49,999	0	1	1	1	3	6	3
$50,000-$74,999	0	1	1	2	4	8	6
$75,000-$99,999	0	1	2	1	4	4	6
$100,000-$149,999	0	2	2	3	3	4	6
$150,000-$199,999	0	1	1	2	3	2	1
$200,000+	0	1	1	2	3	2	1
Median Disposable Income	$7,500	$60,675	$75,000	$86,188	$63,589	$55,591	$62,222
Average Disposable Income	$37,240	$71,206	$85,044	$109,398	$86,291	$75,104	$75,520

Data Note: Disposable Income is after-tax household income. Disposable income forecasts are based on the Current Population Survey, U.S. Census Bureau. Detail may not sum to totals due to rounding
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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Disposable Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 10 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Population	1,276	1,375	1,428	53	0.76%
Median Age	50.5	53.7	54.6	0.9	0.33%
Households	592	628	648	20	0.63%
Average Household Size	2.16	2.19	2.20	0.01	0.09%

2020 Households by Disposable Income	Number	Percent
Total	628	100.0%
<$15,000	122	19.4%
$15,000-$24,999	62	9.9%
$25,000-$34,999	50	8.0%
$35,000-$49,999	80	12.7%
$50,000-$74,999	96	15.3%
$75,000-$99,999	65	10.4%
$100,000-$149,999	69	11.0%
$150,000-$199,999	39	6.2%
$200,000+	44	7.0%
Median Disposable Income	$49,875	
Average Disposable Income	$74,075	

	Number of Households						
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	20	64	58	88	135	144	119
<$15,000	6	16	13	18	27	22	20
$15,000-$24,999	3	8	6	4	10	14	18
$25,000-$34,999	2	8	6	6	9	11	7
$35,000-$49,999	3	9	8	8	15	25	12
$50,000-$74,999	3	9	6	10	21	28	18
$75,000-$99,999	2	4	6	9	17	12	16
$100,000-$149,999	0	6	6	13	14	13	16
$150,000-$199,999	1	2	4	8	11	9	5
$200,000+	1	2	3	11	10	10	7
Median Disposable Income	$31,986	$35,000	$41,320	$67,190	$55,398	$50,000	$52,493
Average Disposable Income	$47,194	$54,719	$65,312	$96,285	$79,388	$73,119	$71,977

Data Note: Disposable Income is after-tax household income. Disposable income forecasts are based on the Current Population Survey, U.S. Census Bureau. Detail may not sum to totals due to rounding
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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Disposable Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 15 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Population	2,270	2,461	2,564	103	0.82%
Median Age	49.1	51.8	51.2	-0.6	-0.23%
Households	1,075	1,147	1,187	40	0.69%
Average Household Size	2.11	2.14	2.16	0.02	0.19%

2020 Households by Disposable Income	Number	Percent
Total	1,147	100.0%
<$15,000	252	22.0%
$15,000-$24,999	126	11.0%
$25,000-$34,999	101	8.8%
$35,000-$49,999	142	12.4%
$50,000-$74,999	158	13.8%
$75,000-$99,999	115	10.0%
$100,000-$149,999	122	10.6%
$150,000-$199,999	62	5.4%
$200,000+	69	6.0%
Median Disposable Income	$43,947	
Average Disposable Income	$68,764	

	Number of Households						
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	38	122	115	155	238	258	220
<$15,000	15	32	29	38	53	44	40
$15,000-$24,999	5	17	13	8	19	28	35
$25,000-$34,999	5	16	15	14	17	22	13
$35,000-$49,999	4	16	16	15	28	43	20
$50,000-$74,999	4	13	10	16	33	48	33
$75,000-$99,999	3	8	10	13	29	20	31
$100,000-$149,999	1	11	10	21	24	23	32
$150,000-$199,999	1	4	6	12	18	13	8
$200,000+	1	4	5	18	17	16	9
Median Disposable Income	$23,620	$31,559	$35,000	$52,969	$51,072	$46,170	$51,331
Average Disposable Income	$40,886	$51,607	$60,105	$86,706	$75,256	$68,897	$68,113

Data Note: Disposable Income is after-tax household income. Disposable income forecasts are based on the Current Population Survey, U.S. Census Bureau. Detail may not sum to totals due to rounding
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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Demographic and Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

Summary	Census 2010	2020	2025
Population	241	254	262
Households	132	138	142
Families	61	62	64
Average Household Size	1.83	1.84	1.85
Owner Occupied Housing Units	72	75	81
Renter Occupied Housing Units	60	63	61
Median Age	55.5	59.6	63.5

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.62%	1.33%	0.72%
Households	0.57%	1.27%	0.72%
Families	0.64%	1.23%	0.64%
Owner HHs	1.55%	1.22%	0.72%
Median Household Income	2.26%	1.51%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	18	13.0%	16	11.3%
$15,000 - $24,999	12	8.7%	11	7.7%
$25,000 - $34,999	8	5.8%	7	4.9%
$35,000 - $49,999	13	9.4%	12	8.5%
$50,000 - $74,999	21	15.2%	21	14.8%
$75,000 - $99,999	16	11.6%	16	11.3%
$100,000 - $149,999	24	17.4%	25	17.6%
$150,000 - $199,999	9	6.5%	11	7.7%
$200,000+	18	13.0%	22	15.5%
Median Household Income	$71,023		$79,416	
Average Household Income	$105,781		$120,337	
Per Capita Income	$58,118		$66,098	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	8	3.3%	8	3.1%	8	3.1%
5 - 9	5	2.1%	8	3.1%	8	3.1%
10 - 14	6	2.5%	6	2.3%	8	3.1%
15 - 19	7	2.9%	6	2.3%	5	1.9%
20 - 24	11	4.6%	7	2.7%	6	2.3%
25 - 34	22	9.2%	28	10.9%	21	8.0%
35 - 44	18	7.5%	18	7.0%	25	9.5%
45 - 54	41	17.1%	23	9.0%	18	6.9%
55 - 64	44	18.3%	49	19.1%	40	15.3%
65 - 74	48	20.0%	58	22.7%	49	18.7%
75 - 84	21	8.8%	34	13.3%	58	22.1%
85+	9	3.8%	11	4.3%	16	6.1%

	Census 2010		2020		2025	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	191	79.3%	195	76.8%	197	74.9%
Black Alone	38	15.8%	44	17.3%	48	18.3%
American Indian Alone	2	0.8%	2	0.8%	2	0.8%
Asian Alone	3	1.2%	4	1.6%	5	1.9%
Pacific Islander Alone	1	0.4%	1	0.4%	1	0.4%
Some Other Race Alone	3	1.2%	4	1.6%	5	1.9%
Two or More Races	3	1.2%	4	1.6%	5	1.9%
Hispanic Origin (Any Race)	13	5.4%	19	7.5%	26	9.9%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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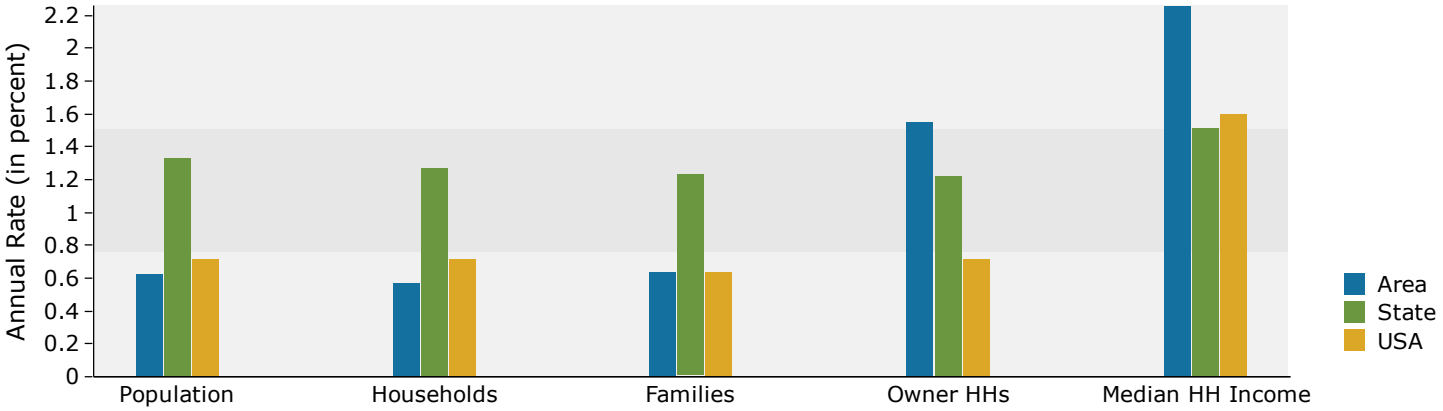
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Demographic and Income Profile

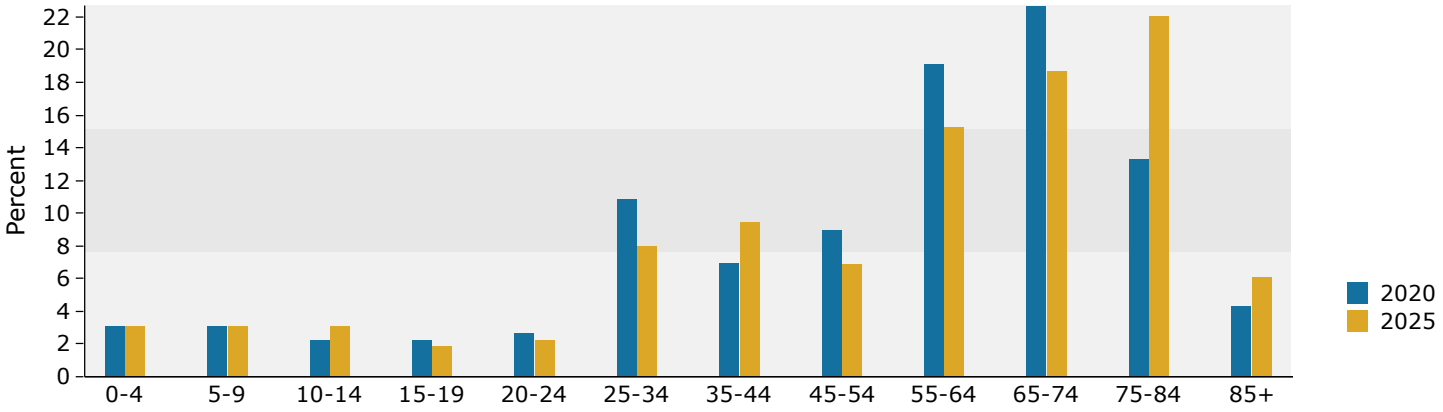
Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

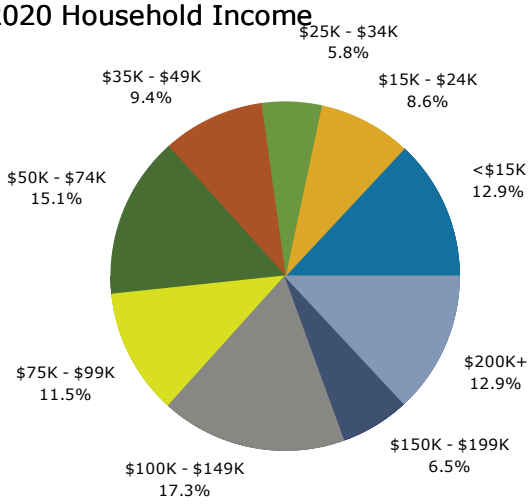
Trends 2020-2025



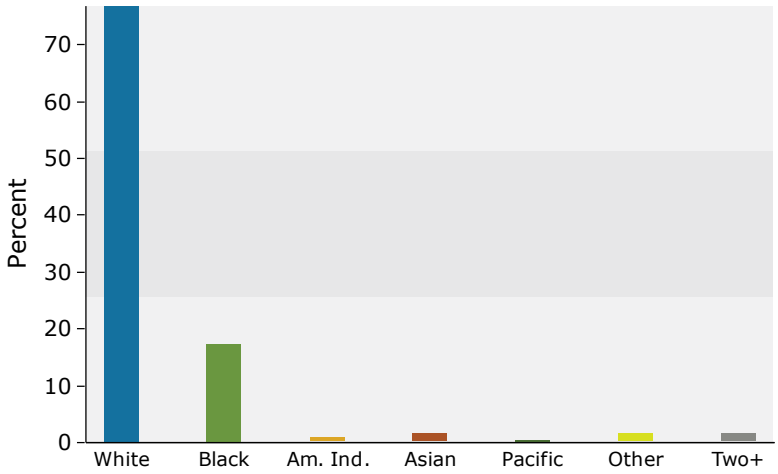
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin:7.5%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

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Demographic and Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 10 minute radius

Prepared by Esri
Latitude: 28.34974
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Summary	Census 2010	2020	2025
Population	1,276	1,375	1,428
Households	592	628	648
Families	299	311	319
Average Household Size	2.16	2.19	2.20
Owner Occupied Housing Units	322	336	354
Renter Occupied Housing Units	270	292	294
Median Age	50.5	53.7	54.6

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.76%	1.33%	0.72%
Households	0.63%	1.27%	0.72%
Families	0.51%	1.23%	0.64%
Owner HHs	1.05%	1.22%	0.72%
Median Household Income	1.19%	1.51%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	112	17.8%	107	16.5%
$15,000 - $24,999	54	8.6%	52	8.0%
$25,000 - $34,999	42	6.7%	43	6.6%
$35,000 - $49,999	73	11.6%	76	11.7%
$50,000 - $74,999	85	13.5%	87	13.4%
$75,000 - $99,999	69	11.0%	72	11.1%
$100,000 - $149,999	81	12.9%	85	13.1%
$150,000 - $199,999	33	5.3%	38	5.9%
$200,000+	79	12.6%	89	13.7%
Median Household Income	$57,756		$61,265	
Average Household Income	$96,242		$105,273	
Per Capita Income	$45,269		$49,326	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	69	5.4%	69	5.0%	75	5.3%
5 - 9	56	4.4%	67	4.9%	69	4.8%
10 - 14	55	4.3%	57	4.1%	66	4.6%
15 - 19	62	4.9%	54	3.9%	54	3.8%
20 - 24	62	4.9%	68	4.9%	64	4.5%
25 - 34	118	9.2%	140	10.2%	148	10.4%
35 - 44	108	8.5%	111	8.1%	129	9.0%
45 - 54	221	17.3%	146	10.6%	113	7.9%
55 - 64	212	16.6%	241	17.5%	215	15.1%
65 - 74	174	13.6%	242	17.6%	231	16.2%
75 - 84	97	7.6%	126	9.2%	197	13.8%
85+	44	3.4%	55	4.0%	66	4.6%

	Census 2010		2020		2025	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	868	68.0%	894	65.0%	904	63.3%
Black Alone	335	26.2%	383	27.8%	409	28.6%
American Indian Alone	7	0.5%	8	0.6%	8	0.6%
Asian Alone	22	1.7%	29	2.1%	33	2.3%
Pacific Islander Alone	2	0.2%	2	0.1%	2	0.1%
Some Other Race Alone	17	1.3%	24	1.7%	30	2.1%
Two or More Races	26	2.0%	36	2.6%	42	2.9%
Hispanic Origin (Any Race)	73	5.7%	112	8.1%	140	9.8%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

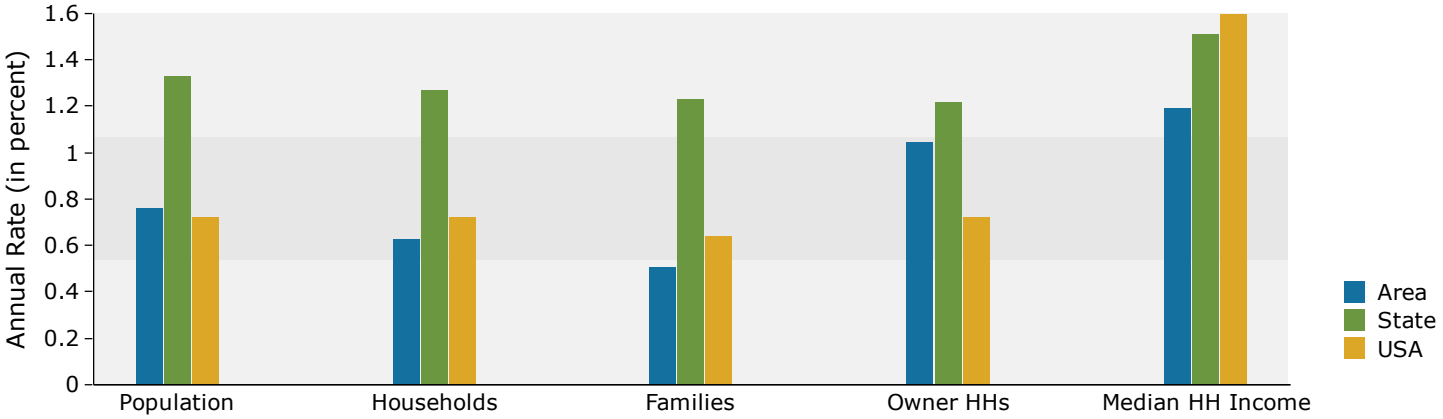
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Demographic and Income Profile

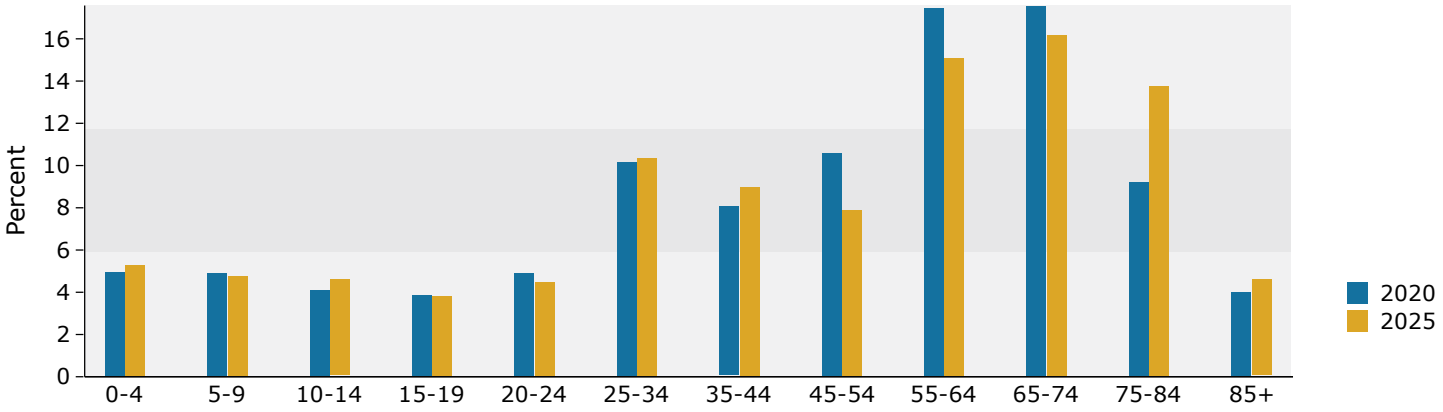
Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 10 minute radius

Prepared by Esri
Latitude: 28.34974
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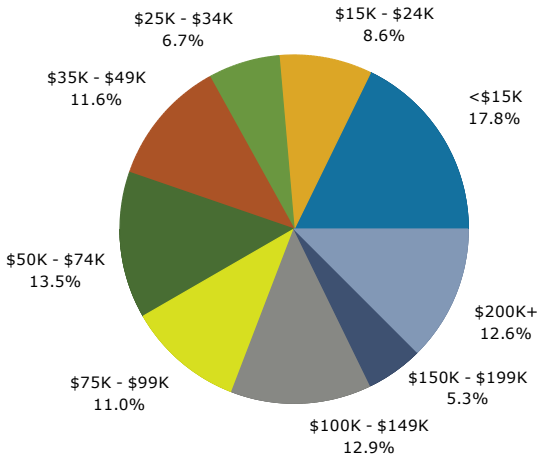
Trends 2020-2025



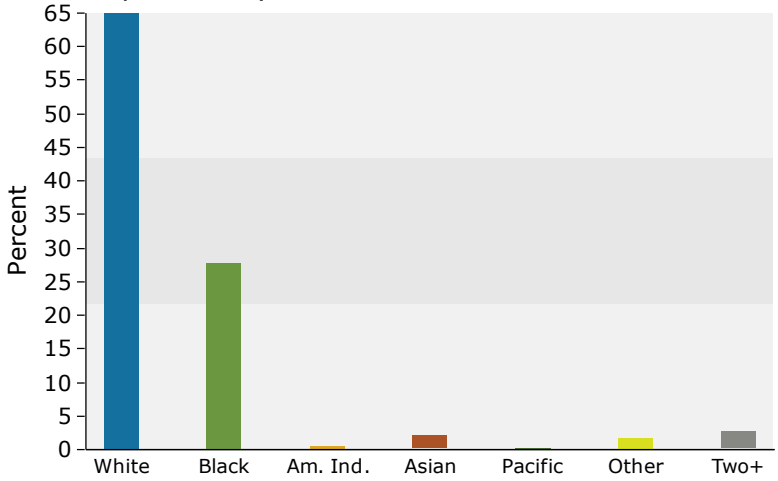
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin:8.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

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Demographic and Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 15 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

Summary	Census 2010	2020	2025
Population	2,270	2,461	2,564
Households	1,075	1,147	1,187
Families	544	570	587
Average Household Size	2.11	2.14	2.16
Owner Occupied Housing Units	550	577	609
Renter Occupied Housing Units	525	570	578
Median Age	49.1	51.8	51.2

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.82%	1.33%	0.72%
Households	0.69%	1.27%	0.72%
Families	0.59%	1.23%	0.64%
Owner HHs	1.09%	1.22%	0.72%
Median Household Income	1.13%	1.51%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	232	20.2%	223	18.8%
$15,000 - $24,999	106	9.2%	103	8.7%
$25,000 - $34,999	91	7.9%	94	7.9%
$35,000 - $49,999	135	11.8%	142	12.0%
$50,000 - $74,999	143	12.5%	146	12.3%
$75,000 - $99,999	110	9.6%	114	9.6%
$100,000 - $149,999	148	12.9%	156	13.1%
$150,000 - $199,999	56	4.9%	64	5.4%
$200,000+	124	10.8%	144	12.1%
Median Household Income	$51,069		$54,030	
Average Household Income	$88,779		$98,107	
Per Capita Income	$41,609		$45,694	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	139	6.1%	140	5.7%	153	6.0%
5 - 9	112	4.9%	136	5.5%	139	5.4%
10 - 14	108	4.8%	113	4.6%	130	5.1%
15 - 19	117	5.1%	105	4.3%	105	4.1%
20 - 24	114	5.0%	123	5.0%	118	4.6%
25 - 34	221	9.7%	258	10.5%	268	10.5%
35 - 44	191	8.4%	206	8.4%	242	9.4%
45 - 54	375	16.5%	247	10.0%	201	7.8%
55 - 64	353	15.5%	408	16.6%	365	14.2%
65 - 74	306	13.5%	414	16.8%	382	14.9%
75 - 84	166	7.3%	221	9.0%	347	13.5%
85+	70	3.1%	89	3.6%	112	4.4%

	Census 2010		2020		2025	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	1,405	61.9%	1,447	58.8%	1,465	57.1%
Black Alone	739	32.6%	844	34.3%	900	35.1%
American Indian Alone	11	0.5%	13	0.5%	14	0.5%
Asian Alone	32	1.4%	42	1.7%	49	1.9%
Pacific Islander Alone	3	0.1%	3	0.1%	3	0.1%
Some Other Race Alone	32	1.4%	45	1.8%	54	2.1%
Two or More Races	48	2.1%	67	2.7%	79	3.1%
Hispanic Origin (Any Race)	129	5.7%	199	8.1%	249	9.7%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

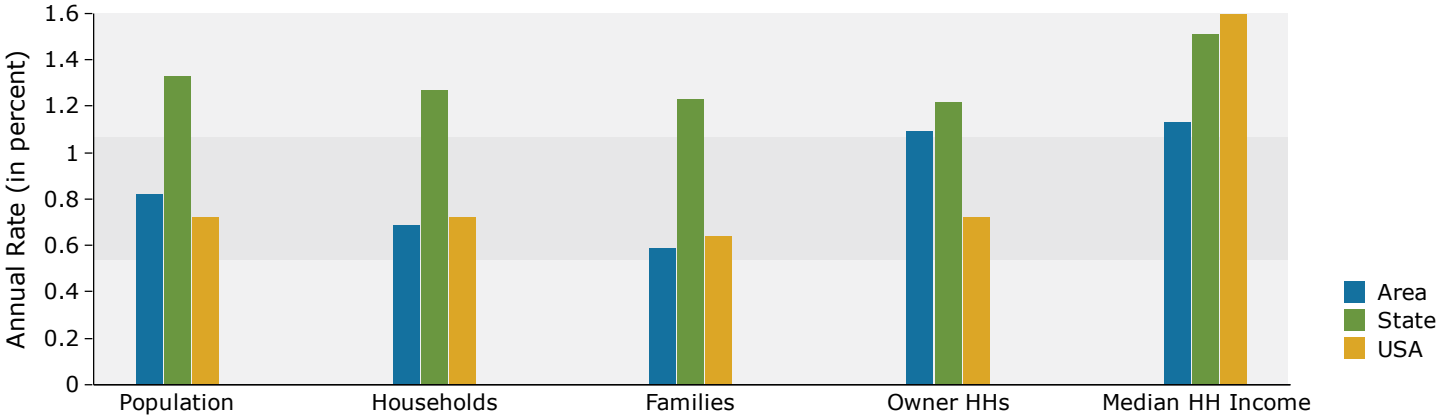
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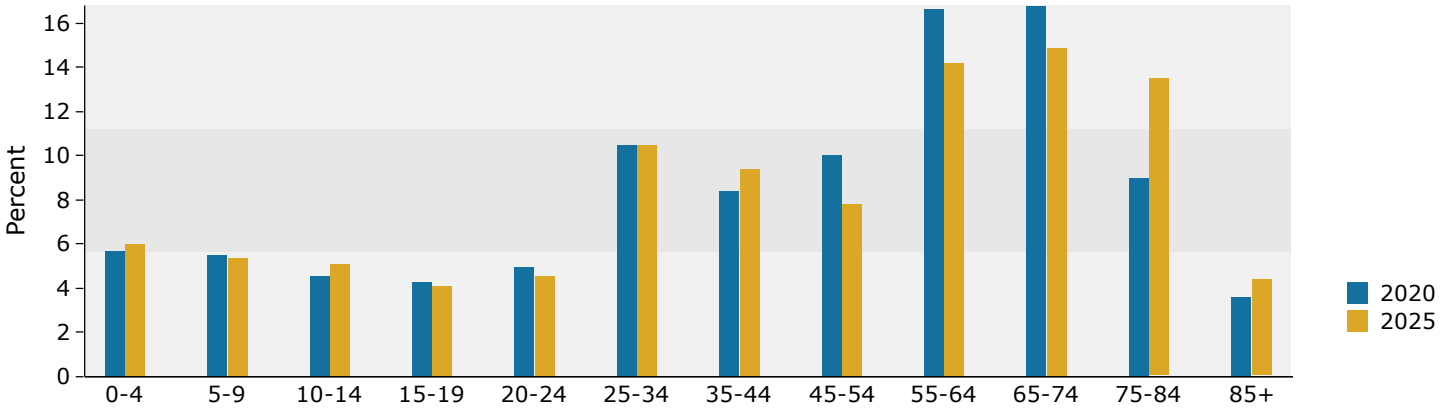
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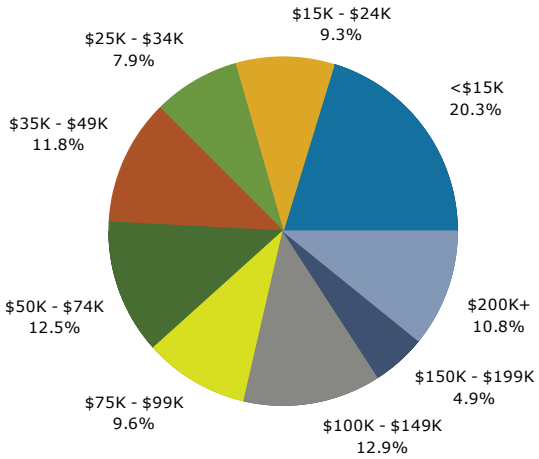
Trends 2020-2025



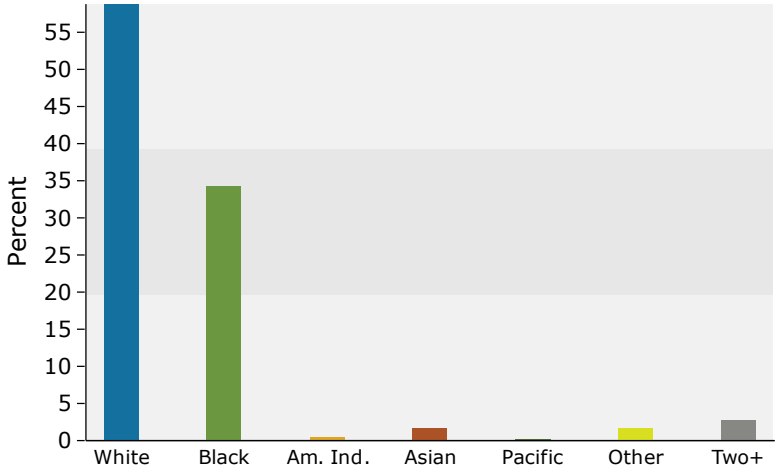
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin:8.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

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COST ESTIMATION DOCUMENTS

CALCULATOR METHOD

MULTIPLE RESIDENCES (352)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Face brick, concrete/metal panels, best roof structure and roofing	Good plaster and paint, paneling, fine detail, hardwood, carpet	Good fixtures, many outlets, central TV antenna, intercoms	Warm and cool air	1603.82	18.63	149.00
	Good	Good brick/stucco on block, good trim, roof structure and roofing	Good plaster or drywall, hardwood, carpet, vinyl composition	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1194.79	13.88	111.00
	Average	Brick or block, some trim, asphalt shingle or built-up roof	Plaster/drywall, paint, hardwood, carpet, vinyl composition	Adequate lighting/plumbing, phone and TV jacks	Forced air	882.64	10.25	82.00
	Fair	Block/brick, standard sash, little trim, shingle or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	764.24	8.88	71.00
	Low cost	Low-cost brick or block, very plain, minimum fenestration	Painted block, drywall partitions, low-cost carpet or asphalt tile	Minimum lighting/plumbing per code	Wall furnace	651.22	7.56	60.50
D MASONRY VENEER	Excellent	Face brick, stone veneer, good wood or steel frame and roof structure	Good plaster, paint, paneling, fine detail, hardwood, carpet	Good fixtures, many outlets, central TV antenna, intercoms	Warm and cool air	1603.82	18.63	149.00
	Good	Good brick veneer and fenestration, good roof structure and roofing	Good plaster and drywall, painted, hardwood, vinyl composition, carpet	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1184.03	13.75	110.00
	Average	Brick veneer, some ornamentation, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, phone and TV jacks	Forced air	871.88	10.13	81.00
	Fair	Brick veneer, little trim, standard sash, asphalt shingle or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	753.47	8.75	70.00
	Low cost	Low-cost brick, block veneer, very plain, minimum fenestration	Drywall and paint, asphalt tile and low-cost carpet	Minimum lighting/plumbing per code	Wall furnace	640.45	7.44	59.50
D	Excellent	Best stucco, EIFS or siding, brick and stone trim, heavy basic structure	Good plaster, paint, paneling, fine detail, hardwood, carpet	Good fixtures, many outlets, central TV antenna, intercoms	Warm and cool air	1571.53	18.25	146.00
	Good	Good stucco or siding, some brick or stone trim, good roof	Good plaster or drywall, painted, hardwood, vinyl composition, carpet	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1151.74	13.38	107.00
	Average	Stucco/siding, some ornamentation, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, phone and TV jacks	Forced air	844.97	9.81	78.50
	Fair	Stucco or siding, standard sash, asphalt shingles/built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	731.95	8.50	68.00
	Low cost	Low-cost stucco or siding, very plain, minimum fenestration	Drywall and paint, asphalt tile and low-cost carpet	Minimum lighting/plumbing per code	Wall furnace	618.92	7.19	57.50
S	Good	Good sandwich panels on pre-engineered frame, good fenestration	Gypsum board and plastics, carpet and vinyl composition	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1097.92	12.75	102.00
	Average	Sandwich panels, pre-engineered frame, adequate fenestration	Gypsum board, vinyl composition, carpet	Adequate lighting/plumbing, phone and TV jacks	Forced air	801.91	9.31	74.50

BASEMENTS AND MEZZANINES

CDS	Finished basement	Finished interior, add for saunas, pools, bars and equipment	Gypsum board ceiling, vinyl composition tile, or sheet vinyl	Adequate lighting/plumbing	None	398.26	4.63	37.00
	Unfinished basement	Few partitions, little or no finish	Unfinished ceiling, slab, storage only	Minimum lighting/plumbing	None	279.86	3.25	26.00
	Finished mezzanine	Not included	Drywall, vinyl, some tile, carpet, VCT, finished loft	Adequate lighting and plumbing, extra outlets and fixtures	In building cost	570.49	-----	53.00
	Open mezzanine	Not included	Finished floors, few partitions, open sleeping loft	Average lighting , no plumbing	In building cost	365.97	-----	34.00

MEZZANINES – Do not use story height or area multipliers with mezzanine costs. For parking basements, see Page 20.

MULTIPLE RESIDENCES, INCLUDING SENIOR CITIZEN, ASSISTED LIVING AND RETIREMENT COMPLEXES

Fireplaces, porches and balconies and built-in appliances are not included. For basement apartments, use 80% of comparable aboveground units. For semi-basement apartments, use 90%. For story heights over 9 feet (2.74 meters), add 3% for each foot (.305 meter). Size adjustments are on Page 18. For complexes where all senior units are totally handicapped, increase costs by 4%. For load-bearing, swimming or sports court playing roof, add 6.26 per square foot (67.38 per square meter) of roof area. Add for fireplaces and balconies from Page 38.

Add for porches and appliances from Pages 40-41. Garages or carports, see Page 35. Add for sprinklers from Page 39. Add for elevators from Page 38.

The data included on this page becomes obsolete after update delivery, Scheduled for August 2022.
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CALCULATOR METHOD

MULTIPLE RESIDENCES – SENIOR CITIZEN (451)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Face brick, concrete/metal panels, good roof structure and roofing	Good plaster, paper, paneling, good detail, independent/congregate living	Good lighting, many outlets, some special plumbing fixtures	Heat pump system	1517.71	17.63	141.00
	Good	Good brick/stucco on block, good trim, roof structure and roofing	Good plaster or drywall, painted, hardwood, carpet, vinyl composition	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1205.56	14.00	112.00
	Average	Brick or block, some trim, asphalt shingle or built-up roof	Plaster/drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing, few extras and handicap units	Hot water	963.37	11.19	89.50
	Fair	Block or brick, standard sash, asphalt shingle roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Forced air	834.20	9.69	77.50
D MASONRY VENEER	Excellent	Face brick, stone veneer, good wood or steel frame and roof	Good plaster, paper, paneling, good detail, independent/congregate living	Good lighting, many outlets, some special plumbing fixtures	Heat pump system	1517.71	17.63	141.00
	Good	Good brick veneer and fenestration, good roof structure and roofing	Good plaster or drywall, painted hardwood, vinyl composition, carpet	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1194.79	13.88	111.00
	Average	Brick veneer, some ornamentation, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, few extras and handicap units	Hot water	952.61	11.06	88.50
	Fair	Brick veneer, little trim, standard sash, asphalt shingle	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Forced air	818.06	9.50	76.00
D	Excellent	Best stucco or siding, brick and stone trim, heavy basic structure	Good plaster, paper, paneling, good detail, independent/congregate living	Good lighting, many outlets, some special plumbing fixtures	Heat pump system	1474.65	17.13	137.00
	Good	Good stucco/siding, EIFS, some brick or stone trim, good roof	Good plaster or drywall, painted, hardwood, vinyl composition, carpet	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1162.50	13.50	108.00
	Average	Stucco or siding, some trim, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, few extras and handicap units	Hot water	925.70	10.75	86.00
	Fair	Stucco or siding, standard sash, asphalt shingles or built-up rock	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Forced air	796.53	9.25	74.00
	Low cost	Low-cost stucco or siding, very plain, minimum fenestration	Drywall and paint, asphalt tile and low-cost carpet	Minimum lighting/plumbing per code	Electric baseboard	705.04	8.19	65.50
S	Good	Good sandwich panels on pre-engineered frame, good fenestration	Gypsum board and plastics, carpet and vinyl composition	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1108.68	12.88	103.00
	Average	Sandwich panels, adequate fenestration	Drywall, carpet, vinyl composition	Adequate lighting/plumbing, few extras and handicap units	Hot water	882.64	10.25	82.00

*AREA MULTIPLIERS – MULTIPLE RESIDENCES

TOTAL AREA (Square Feet)	Basement	NUMBER OF UNITS 4	6	8	10	12	16	20	25	30	35	40	50	60	80	100	TOTAL AREA (Square Meters)
4,000	1.076	.977	1.050	1.129	1.214	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	372
5,000	1.051	.947	1.004	1.063	1.127	1.194	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	465
6,000	1.031	.927	.973	1.021	1.072	1.125	1.239	-----	-----	-----	-----	-----	-----	-----	-----	-----	557
8,000	1.000	.903	.936	.971	1.007	1.044	1.123	1.207	-----	-----	-----	-----	-----	-----	-----	-----	743
10,000	.977	.888	.914	.941	.969	.998	1.057	1.121	1.205	-----	-----	-----	-----	-----	-----	-----	929
12,000	.958	-----	.899	.921	.944	.967	1.015	1.066	1.132	1.203	-----	-----	-----	-----	-----	-----	1,115
16,000	.930	-----	.879	.895	.912	.928	.963	.999	1.046	1.095	1.146	1.199	-----	-----	-----	-----	1,486
20,000	.908	-----	-----	.878	.891	.904	.931	.959	.995	1.032	1.071	1.111	1.196	-----	-----	-----	1,858
25,000	.887	-----	-----	-----	.874	.884	.906	.927	.955	.984	1.013	1.043	1.107	1.174	-----	-----	2,323
30,000	.870	-----	-----	-----	-----	.870	.887	.905	.928	.951	.975	.999	1.050	1.103	1.218	-----	2,787
40,000	-----	-----	-----	-----	-----	-----	.866	.879	.896	.912	.930	.947	.983	1.020	1.099	1.184	3,716
50,000	-----	-----	-----	-----	-----	-----	-----	.862	.875	.888	.902	.915	.943	.972	1.032	1.095	4,645
60,000	-----	-----	-----	-----	-----	-----	-----	-----	.860	.871	.882	.893	.916	.939	.987	1.038	5,574
80,000	-----	-----	-----	-----	-----	-----	-----	-----	-----	.849	.857	.865	.882	.898	.933	.969	7,432
100,000	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	.846	.859	.872	.899	.927	9,290

*For larger numbers of units, enter table with 100 units and 100 times average area per unit. See bottom of Page 16 for other refinement notes.

The data included on this page becomes obsolete after update delivery, Scheduled for August 2022.
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TOWN HOUSES (401)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Face brick, stone, best windows, sloping roof, tile, slate, metal	Plaster, paint, paper, paneling, fine hardwood, vinyl, carpet	Best lighting and plumbing, one bath per bedroom	Warm and cool air	1786.81	20.75	166.00
	Good	Brick, some trim or good stucco, good roof, good fenestration	Plaster or gypsum board, paint, hardwood, vinyl composition, carpet	Good lighting and plumbing, one bath per two bedrooms	Package A.C.	1302.43	15.13	121.00
	Average	Brick, stucco on block, little trim, built-up roof or asphalt shingles	Gypsum board and paint, hardwood, vinyl composition, carpet	Adequate lighting and plumbing, standard fixtures	Forced air	952.61	11.06	88.50
	Fair	Block or brick, standard sash	Drywall, carpet, vinyl composition	Standard fixtures	Electric baseboard	818.06	9.50	76.00
	Low cost	Block or cheap brick, low-cost roof and sash	Gypsum board and paint, asphalt tile, low-cost cabinets	Minimum, low cost fixtures	Wall furnace	694.27	8.06	64.50
D MASONRY VENEER	Excellent	Best brick veneer, good stone trim, heavy roof, tile, slate, metal	Plaster, paint, paper, paneling, fine hardwood, vinyl carpet	Best lighting and plumbing, one bath per bedroom	Warm and cool air	1786.81	20.75	166.00
	Good	Brick veneer, good roof, some ornamentation, good fenestration	Plaster or gypsum board, paint, hardwood, vinyl composition, carpet	Good lighting and plumbing, one bath per two bedrooms	Package A.C.	1302.43	15.13	121.00
	Average	Brick veneer, built-up or asphalt shingle roof, little trim	Plaster or gypsum board, hardwood, vinyl composition, low-cost carpet	Adequate lighting and plumbing, standard fixtures	Forced air	947.22	11.00	88.00
	Fair	Brick veneer, standard sash	Drywall, carpet, vinyl composition	Standard fixtures	Electric baseboard	818.06	9.50	76.00
	Low cost	Brick veneer, minimum roof, sash	Drywall and paint, asphalt tile	Minimum, low-cost fixtures	Wall furnace	688.89	8.00	64.00
D	Excellent	Best stucco, or siding, brick or stone trim, heavy roof, tile, slate, metal	Plaster, paint, paper, paneling, fine hardwood, vinyl, carpet	Best lighting and plumbing, one bath per bedroom	Warm and cool air	1711.46	19.88	159.00
	Good	Good stucco or siding, brick trim, good roof, good fenestration	Plaster or gypsum board, paint, hardwood, vinyl composition, carpet	Good lighting and plumbing, one bath per two bedrooms	Package A.C.	1248.61	14.50	116.00
	Average	Stucco or siding, little trim, built-up or asphalt shingle roof	Plaster or gypsum board, hardwood, vinyl composition, carpet	Adequate lighting and plumbing, standard fixtures	Forced air	909.55	10.56	84.50
	Fair	Siding or stucco, standard sash	Drywall, carpet, vinyl composition	Standard fixtures	Electric baseboard	785.76	9.13	73.00
	Low cost	Low-cost siding, roof, sash	Drywall and paint, asphalt tile	Minimum, low-cost fixtures	Wall furnace	661.98	7.69	61.50

Costs are for two-story town houses and duplexes. For one-story units, add 4%. For split-level units, add 2%. For three-story units, deduct 1%. For one-and-one-half-story units, deduct 7%. For average wall heights over 8 feet (2.44 meters), excluding gables, add 3% for each foot (.305 meter). For basements, see Page 32.

AREA MULTIPLIERS – TOWN AND ROW HOUSES

AREA PER UNIT Sq. M.	AREA PER UNIT Sq. Ft.	MULTIPLIER Basements	MULTIPLIER Houses	AREA PER UNIT Sq. M.	AREA PER UNIT Sq. Ft.	MULTIPLIER Basements	MULTIPLIER Houses
56	600	1.230	1.103	167	1,800	.941	.972
65	700	1.185	1.084	186	2,000	.917	.960
74	800	1.147	1.067	204	2,200	.895	.949
84	900	1.114	1.053	223	2,400	.877	.940
93	1,000	1.086	1.040	260	2,800	.845	.923
102	1,100	1.061	1.029	297	3,200	.818	.909
111	1,200	1.039	1.018	334	3,600	.795	.897
130	1,400	1.000	1.000	372	4,000	.774	.886
139	1,500	.983	.992	409	4,400	-----	.877
149	1,600	.969	.985	446	4,800	-----	.868

Costs given above are for town house end units, or double houses having one common wall. Deduct 6% for inside units (354) (having two common walls). Deduct 9% for back to back units(200) (having three common walls). Add 6% for detached houses (210) having all walls exposed and finished. Fireplaces, porches and balconies and built-in appliances are not included. Add costs from Pages 38-41 or from Section 42.

BUILT-IN GARAGES

Costs per square foot of garage area, including interior finish. To convert to square meter costs, multiply by 10.764.

CLASS	TYPE	SINGLE End Unit	SINGLE Inside	DOUBLE End Unit	DOUBLE Inside	3 CAR End Unit	3 CAR Inside
C	Excellent	64.00	37.75	47.75	36.00	43.50	35.00
	Good	48.75	29.00	36.25	27.50	32.75	26.50
	Average	37.00	22.10	27.50	20.55	24.95	20.10
	Low	28.25	16.85	21.15	15.45	18.85	15.20
D MASONRY VENEER	Excellent	61.50	36.50	46.50	35.25	43.00	34.00
	Good	47.25	28.25	35.50	26.75	32.50	26.00
	Average	36.25	21.60	27.25	20.00	24.75	19.70
	Low	28.00	16.60	20.85	15.25	18.75	14.90
D	Excellent	52.00	33.00	39.50	31.75	36.75	30.50
	Good	40.25	25.50	30.75	24.05	28.50	23.45
	Average	31.00	19.65	23.75	18.25	21.35	17.90
	Low	24.15	15.30	18.55	13.95	17.00	13.75

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LOCAL MULTIPLIERS

Apply to costs brought up-to-date from preceding pages. Do not apply to Section 98 or any other indexes.

UNITED STATES

CLASS	A	B	C	D	S
COLORADO	1.02	1.01	1.02	1.02	1.02
Aspen	1.11	1.10	1.08	1.07	1.09
Boulder	1.00	0.99	1.00	1.00	1.00
Colorado Springs	0.99	1.00	0.98	1.00	1.00
Costilla County	0.88	0.88	0.88	0.88	0.89
Denver	1.03	1.01	1.03	1.02	1.04
Durango	0.92	0.89	0.89	0.87	0.91
Eagle Co. (x/resort areas)	0.96	0.94	0.94	0.94	0.96
Fort Collins	0.99	1.00	1.03	1.02	1.01
Grand Junction	1.00	0.97	0.97	0.97	0.99
Greeley	1.00	1.00	1.03	1.02	1.00
Gunnison County	0.96	0.97	0.96	0.95	0.96
Kit Carson County	0.90	0.90	0.92	0.92	0.92
Logan County	0.92	0.92	0.93	0.92	0.92
Longmont	0.99	0.98	1.02	1.01	1.01
Loveland	0.97	0.98	1.03	1.02	0.99
Moffat County	0.92	0.92	0.90	0.91	0.92
Montrose County	0.92	0.90	0.90	0.87	0.90
Prowers County	0.91	0.91	0.92	0.93	0.92
Pueblo	0.97	0.96	0.96	0.96	0.96
Steamboat Springs	1.18	1.16	1.16	1.15	1.14
Vail	1.15	1.14	1.13	1.13	1.14
CONNECTICUT	1.17	1.18	1.17	1.17	1.17
Bridgeport	1.19	1.20	1.19	1.19	1.20
Bristol	1.15	1.17	1.16	1.14	1.16
Danbury	1.18	1.21	1.20	1.21	1.20
Fairfield	1.16	1.17	1.18	1.18	1.17
Greenwich	1.33	1.31	1.26	1.28	1.34
Hartford	1.17	1.20	1.20	1.20	1.18
Meriden	1.13	1.16	1.15	1.15	1.14
Middletown	1.13	1.16	1.17	1.16	1.13
Milford	1.12	1.12	1.09	1.10	1.12
New Britain	1.15	1.17	1.16	1.16	1.13
New Haven	1.16	1.17	1.16	1.13	1.16
New London	1.09	1.12	1.10	1.15	1.09
Norwich	1.09	1.12	1.10	1.13	1.09
Stamford	1.30	1.31	1.25	1.28	1.33
Waterbury	1.15	1.15	1.11	1.11	1.14
Windsor Locks	1.15	1.18	1.16	1.16	1.16
DELAWARE	1.12	1.10	1.09	1.10	1.10
Dover	1.11	1.08	1.06	1.06	1.07
Wilmington	1.13	1.11	1.11	1.13	1.12
DIST. OF COLUMBIA	1.09	1.10	1.08	1.08.	1.08
FLORIDA	0.94	0.94	0.93	0.93	0.94
Bradenton	0.96	0.97	0.94	0.95	0.96
Brevard County	0.95	0.94	0.91	0.91	0.93
Broward County	0.94	0.94	0.92	0.92	0.94
Dade County	0.92	0.92	0.92	0.90	0.93
Daytona Beach	0.92	0.93	0.92	0.90	0.92
Fort Myers	0.92	0.91	0.91	0.91	0.93
Fort Pierce	0.94	0.92	0.90	0.90	0.94
Gainesville	0.92	0.93	0.93	0.91	0.93
Jacksonville	0.93	0.95	0.94	0.94	0.95
Key West	1.10	1.09	1.10	1.07	1.08
Lakeland	0.94	0.95	0.95	0.95	0.94
Marathon	1.05	1.03	1.04	1.00	1.05

CLASS	A	B	C	D	S
FLORIDA (Continued)					
Miami	0.92	0.92	0.92	0.90	0.93
Naples	0.92	0.93	0.91	0.91	0.93
Ocala	0.92	0.92	0.93	0.91	0.93
Orlando	0.97	0.97	0.95	0.94	0.94
Palm Beach	0.97	0.95	0.93	0.94	0.97
Panama City	0.81	0.82	0.81	0.83	0.82
Pensacola	0.84	0.85	0.85	0.88	0.87
Pinellas County	0.97	0.99	0.97	0.97	0.98
Sarasota	0.96	0.98	0.94	0.97	0.96
Tallahassee	0.93	0.93	0.91	0.90	0.93
Tampa	0.97	0.99	0.97	0.98	0.97
Vero Beach	0.95	0.94	0.90	0.88	0.93
GEORGIA	0.90	0.91	0.87	0.85	0.87
Albany	0.89	0.89	0.84	0.84	0.86
Athens	0.92	0.93	0.87	0.84	0.88
Atlanta	0.97	0.97	0.94	0.93	0.94
Augusta	0.89	0.89	0.83	0.81	0.84
Columbus	0.90	0.90	0.86	0.84	0.85
Macon	0.90	0.90	0.88	0.86	0.88
Rome	0.92	0.93	0.89	0.87	0.89
Savannah	0.86	0.90	0.90	0.88	0.90
Valdosta	0.83	0.84	0.81	0.82	0.82
HAWAII	1.57	1.65	1.60	1.61	1.58
Hilo	1.61	1.69	1.64	1.67	1.64
Kauai	1.72	1.80	1.75	1.77	1.74
Maui	1.49	1.56	1.52	1.53	1.49
Oahu	1.45	1.53	1.47	1.48	1.46
IDAHO	1.03	1.03	1.02	1.01	1.04
Boise	1.05	1.01	1.04	1.02	1.04
Caldwell	1.03	0.99	1.03	1.01	1.02
Coeur d' Alene	1.05	1.06	1.04	1.02	1.07
Idaho Falls	1.03	1.04	1.04	1.02	1.05
Lewiston	1.03	1.04	1.00	0.99	1.05
Moscow	1.04	1.05	1.00	1.00	1.06
Pocatello	1.00	1.02	0.99	0.98	1.02
Twin Falls	1.02	1.03	1.03	1.03	1.03
ILLINOIS	1.13	1.14	1.14	1.15	1.13
Alton	1.03	1.05	1.09	1.08	1.04
Aurora	1.23	1.25	1.26	1.26	1.23
Belleville	1.09	1.11	1.13	1.12	1.07
Bloomington	1.07	1.11	1.10	1.12	1.11
Carbondale	1.09	1.10	1.09	1.09	1.08
Centralia	1.09	1.07	1.09	1.09	1.08
Champaign	1.08	1.08	1.08	1.09	1.09
Chicago	1.28	1.29	1.29	1.29	1.27
Danville	1.08	1.09	1.08	1.09	1.09
De Kalb	1.22	1.24	1.24	1.24	1.22
Decatur	1.05	1.06	1.05	1.05	1.05
East St. Louis	1.07	1.09	1.12	1.12	1.09
Elgin	1.23	1.25	1.24	1.25	1.23
Evanston	1.25	1.26	1.26	1.25	1.24
Galesburg	1.10	1.08	1.06	1.07	1.08
Joliet	1.23	1.25	1.25	1.26	1.23
Kankakee	1.24	1.26	1.25	1.28	1.26
Marion	1.09	1.10	1.09	1.09	1.09
Moline	1.05	1.03	1.01	1.00	1.02

CLASS	A	B	C	D	S
ILLINOIS (Continued)					
Normal	1.08	1.11	1.11	1.13	1.12
Peoria	1.08	1.09	1.09	1.10	1.09
Quincy	1.08	1.13	1.14	1.13	1.11
Rock Island	1.07	1.04	1.04	1.05	1.04
Rockford	1.14	1.18	1.17	1.18	1.15
Skokie	1.26	1.27	1.28	1.29	1.26
Springfield	1.06	1.09	1.11	1.11	1.09
Urbana	1.08	1.08	1.08	1.09	1.09
Waukegan	1.23	1.25	1.25	1.23	1.24
INDIANA	1.02	1.03	1.02	1.03	1.03
Anderson	0.98	0.97	0.98	1.00	1.00
Bloomington	0.97	0.97	0.95	0.96	0.99
Columbus	0.97	0.98	0.96	0.96	0.96
Elkhart	1.03	1.04	1.03	1.04	1.05
Evansville	0.98	1.03	1.04	1.03	1.04
Fort Wayne	0.96	0.98	0.96	0.95	0.96
Gary	1.23	1.24	1.24	1.25	1.24
Hammond	1.23	1.24	1.24	1.25	1.24
Indianapolis	0.97	0.99	1.00	1.01	1.01
Kokomo	0.98	0.99	0.97	0.99	0.99
Lafayette	0.97	1.00	0.95	0.95	0.99
Logansport	0.95	0.95	0.92	0.93	0.96
Marion	0.95	0.96	0.94	0.94	0.97
Michigan City	1.23	1.24	1.24	1.24	1.23
Muncie	0.96	0.97	0.99	1.01	0.99
Richmond	0.94	0.95	0.95	0.96	0.97
South Bend	1.01	1.02	1.03	1.03	1.03
Terre Haute	0.99	1.01	0.99	1.00	1.00
IOWA	0.99	1.00	0.99	1.00	1.00
Burlington	0.99	0.99	0.97	0.97	0.99
Cedar Rapids	0.99	1.00	1.00	1.01	1.01
Council Bluffs	0.93	0.97	0.94	0.93	0.94
Davenport	1.07	1.04	1.04	1.04	1.04
Des Moines	0.98	0.98	1.00	0.99	1.00
Dubuque	1.04	1.04	1.02	1.05	1.03
Fort Dodge	0.97	0.99	0.98	0.98	0.99
Iowa City	1.00	1.01	1.01	1.03	1.02
Mason City	1.01	1.04	1.03	1.06	1.04
Sioux City	0.89	0.93	0.90	0.90	0.91
Waterloo	1.00	1.02	1.02	1.02	1.04
KANSAS	0.94	0.94	0.94	0.93	0.94
Dodge City	0.94	0.93	0.95	0.93	0.94
Fort Scott	0.91	0.92	0.91	0.92	0.91
Garden City	0.88	0.88	0.90	0.89	0.89
Goodland	0.91	0.90	0.92	0.92	0.91
Hays	0.88	0.87	0.86	0.84	0.88
Kansas City	1.04	1.05	1.04	1.04	1.03
Lawrence	1.00	1.01	1.01	1.02	1.01
Liberal	0.86	0.86	0.87	0.86	0.87
Manhattan	0.90	0.93	0.93	0.94	0.92
Olathe	1.04	1.06	1.05	1.04	1.03
Overland Park	1.04	1.06	1.05	1.03	1.03
Pittsburg	0.89	0.89	0.88	0.87	0.88
Salina	0.91	0.91	0.89	0.88	0.91
Topeka	0.96	0.98	0.95	0.93	1.00
Wichita	0.95	0.91	0.91	0.89	0.94

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CURRENT COST MULTIPLIERS

These multipliers bring costs from preceding pages up to date. Also apply Local Multipliers, Section 99, Pages 5 through 10.

CALCULATOR COST SECTIONS

(Effective Date of Cost Pages)		11 (11/20)	12 (8/20)	13 (5/20)	14 (2/20)	15 (11/19)	16 (8/19)	17 (5/19)	18 (2/21)
EASTERN	A	1.05	1.05	1.05	1.03	1.05	1.05	1.06	1.05
	B	1.07	1.08	1.06	1.08	1.06	1.07	1.09	1.05
	C	1.07	1.06	1.09	1.08	1.10	1.10	1.11	1.02
	D	1.06	1.08	1.08	1.07	1.08	1.09	1.08	1.02
	S	1.10	1.10	1.09	1.08	1.10	1.08	1.07	1.06
CENTRAL	A	1.00	1.00	0.99	1.00	1.00	1.01	1.01	0.98
	B	1.00	1.01	1.01	1.02	1.04	1.03	1.02	0.97
	C	1.02	1.03	1.04	1.03	1.04	1.03	1.03	0.98
	D	1.02	1.04	1.05	1.05	1.07	1.07	1.03	0.99
	S	0.99	1.02	1.00	1.03	1.03	1.02	1.04	0.97
WESTERN	A	1.01	1.05	1.06	1.07	1.06	1.05	1.04	0.99
	B	1.02	1.03	1.08	1.06	1.08	1.09	1.08	1.00
	C	1.04	1.07	1.06	1.09	1.08	1.09	1.08	1.03
	D	1.07	1.07	1.08	1.10	1.08	1.07	1.11	1.03
	S	1.04	1.04	1.09	1.08	1.07	1.11	1.09	0.99

SEGREGATED COST SECTIONS

(Effective Date of Cost Pages)		41 (12/20)	42 (9/20)	43 (6/20)	44 (3/20)	45 (12/19)	46 (9/19)	47 (6/19)	48 (3/19)
EASTERN	A	1.05	1.05	1.05	1.03	1.05	1.05	1.06	1.09
	B	1.07	1.08	1.06	1.08	1.06	1.07	1.09	1.11
	C	1.07	1.06	1.09	1.08	1.10	1.10	1.11	1.08
	D	1.06	1.08	1.08	1.07	1.08	1.09	1.08	1.08
	S	1.10	1.10	1.09	1.08	1.10	1.08	1.07	1.11
CENTRAL	A	1.00	1.00	0.99	1.00	1.00	1.01	1.01	1.01
	B	1.00	1.01	1.01	1.02	1.04	1.03	1.02	1.03
	C	1.02	1.03	1.04	1.03	1.04	1.03	1.03	1.04
	D	1.02	1.04	1.05	1.05	1.07	1.07	1.03	1.05
	S	0.99	1.02	1.00	1.03	1.03	1.02	1.04	1.03
WESTERN	A	1.01	1.05	1.06	1.07	1.06	1.05	1.04	1.03
	B	1.02	1.03	1.08	1.06	1.08	1.09	1.08	1.06
	C	1.04	1.07	1.06	1.09	1.08	1.09	1.08	1.09
	D	1.07	1.07	1.08	1.10	1.08	1.07	1.11	1.09
	S	1.04	1.04	1.09	1.08	1.07	1.11	1.09	1.05

This page supersedes the January 2021 Green Supplement.

UNIT-IN-PLACE COST SECTIONS (51 – 70)

Sec.	Page	Date		Eastern	Central	Western
51 -	2-3	(3/19)	Concrete Foundations	1.08	1.04	1.08
51 -	4	(3/19)	Pilings	1.08	1.03	1.08
51 -	7-8	(3/19)	Steel and Concrete Frame	1.08	1.03	1.08
51 -	3,7	(3/19)	Wood Foundations, Frame	1.06	1.05	1.10
52 -	1-4, 6	(3/19)	Interior Construction	1.06	1.05	1.08
52 -	5	(3/19)	Bank Vaults and Equipment	1.09	1.04	1.07
53 -	1-8	(6/19)	Heating, Cooling & Ventilating	1.07	1.04	1.08
53 -	9-12	(6/19)	Plumbing, Fire Protection, etc.	1.08	1.03	1.10
54 -	1-6	(6/19)	Electrical, Security	1.03	1.04	1.04
55 -	3-7	(8/19)	Wall Costs	1.07	1.03	1.09
56 -	1-2	(8/19)	Stained Glass	1.07	1.04	1.09
56 -	3-6	(8/19)	Storefronts	1.07	1.04	1.09
56 -	7	(8/19)	Stonework	1.06	1.05	1.10
56 -	8	(8/19)	Columns, Stone & Concrete	1.06	1.05	1.10
56 -	8	(8/19)	Columns, Wood & Aluminum	1.07	1.05	1.10
57 -	1-6	(9/19)	Roofs	1.06	1.05	1.08
58 -	1	(9/19)	Cold Storage	1.06	1.03	1.09
58 -	2-8	(9/19)	Elevators, Conveying Systems	1.04	1.01	1.05

Sec.	Page	Date		Eastern	Central	Western
61 -	1-8	(12/20)	Tanks	1.04	1.02	1.06
62 -	1	(6/20)	Industrial Pumps & Boilers	1.08	0.99	1.11
62 -	2-3, 6	(6/20)	Piping	1.08	0.99	1.11
62 -	4	(6/20)	Electrical Motors	1.08	0.99	1.11
62 -	5	(6/20)	Steel Stacks, Chutes	1.08	0.99	1.11
62 -	5	(6/20)	Masonry & Concrete Chimneys	1.05	1.00	1.09
62 -	6	(6/20)	Compactors, Incinerators	1.08	0.99	1.11
63 -	1-4	(9/20)	Trailer and Mfg. Housing Parks	1.03	1.02	1.08
63 -	5-10	(9/20)	Manufactured Housing	1.05	1.04	1.09
64 -	1-6	(3/20)	Service Stations, Car Washes	1.09	1.04	1.07
64 -	7-9	(3/20)	Prefabricated Metal Structures	1.07	1.02	1.09
64 -	7-8	(3/20)	Prefab. Wood & Air Structures	1.08	1.04	1.09
65 -	1-12	(3/20)	Equipment Costs	1.07	1.05	1.06
66 -	1	(12/19)	Subdivision Costs	1.07	1.03	1.09
66 -	2-9	(12/19)	Yard Improvements	1.08	1.04	1.10
66 -	10-11	(12/19)	Demolition & Remediation	1.06	1.04	1.09
67 -	1-2	(12/19)	Golf Courses	1.06	1.05	1.08
67 -	3-7	(12/19)	Recreational Facilities	1.06	1.04	1.09
70 -	1-32	(1/21)	Green Section	1.01	1.00	1.06

The data included on this page becomes obsolete after update delivery, scheduled for March 2021.

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PLANNING DOCUMENTS

Exhibit A

Section 22. Cocoa Waterfront Overlay District

(A) Relationship to the Cocoa Redevelopment Area.

The Cocoa Waterfront Overlay District (CWOD) assists in the implementation of the Cocoa Waterfront Master Plan, November 2008, which require regulations by sub district that address design, scale and appearance of developing within the Cocoa Redevelopment Area.

(B) Purpose of the Overlay

The Cocoa Waterfront Overlay District is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area. The Cocoa Redevelopment Area is defined by recognizable geographic boundaries.

(C) Applicability

1. The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the Local Health and Safety Codes.
2. Issues not covered by this Section shall be subject to those sections of this land development code, except where they would be in conflict with 22.B Purpose of the Overlay.
3. Where in conflict, numerical metrics shall take precedence over graphic metrics.

(D) Existing Development

The regulations contained in this Code apply to both new development and redevelopment activities within the city of Cocoa. The standards shall apply to the redevelopment of existing sites and structures if:

1. The building floor area is being increased by more than thirty (30) percent; or
2. More than fifty (50) percent of the existing building floor area is being replaced; or
3. There is a combination of floor area increase and existing floor area replacement exceeding fifty (50) percent of the original building floor area; or
4. The existing building is being redeveloped and the cost of redevelopment is greater than fifty (50) percent of the assessed value of the building prior to the improvements.

(E) Cocoa Waterfront Overlay Sub districts

The waterfront overlay includes nine (9) sub districts and identified in the Regulating Plan. The sub districts include:

1. Cocoa Village (CV)
2. Heart of Cocoa (HC)
3. King/Willard Corridor (KW)
4. Uptown Neighborhood (UN)
5. South of the Village (SV)
6. South End (SE)
7. Waterfront (WF)
8. North of Village (NV)

(F) Uses

The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Residential																		
Adult Congregate Living Facilities (ACLF)		SE	SE				SE		SE		SE		SE			SE		
Group Homes, 6 or fewer residents					P	P												
Group Homes, 7 or greater residents					SE	SE												
Live-Work						RP												
Multi_family dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Senior elderly only housing													SE					
Single-family, detached dwellings	P	P			P					P			P					
Single-family, attached dwellings		P	P		P	P	P		P		P					P		
Recreation Facilities																		
Marinas			P			P	P		P		P					P		
Outdoor Arena facilities											SE							
Parks, Public and Private			SE	SE		SE	SE	SE	SE		SE	SE		SE		SE		SE
Public Parks and Playgrounds	SE	SE			SE					SE			SE					
Office																		
Professional service/office				P				P				P	P	P				P
Professional offices, studios, clinics, labs, general offices			P			P	P		P		P		P			P		
Business services-secretarial, drafting, repro			P	P		P	P	P	P		P	P	P	P		P		P

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Community / Service Uses																		
Child care centers, day nurseries, kindergartens		SE	SE	SE	SE	SE	SE	SE	SE		SE	SE	P	SE		SE		SE
Churches, and associated buildings	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Clinic, Animal			SE			SE	SE		SE		SE		SE			SE		
Museums, Galleries, Community Centers, Libraries	SE	SE	P		SE	P	P		P	SE	P					P		
College or University			SE				SE		SE		SE					SE		
Elementary School			SE				SE		SE		SE					SE		
Middle School			SE				SE		SE		SE					SE		
High School			SE				SE		SE		SE					SE		
Vocational School			SE				SE		SE		SE					SE		
Technical Schools, not with an industrial nature			SE				SE		SE		SE		SE			SE		
Electronic communication/trans facilities & exchanges	SE		SE			SE	SE		SE	SE	SE		SE		SE	SE	SE	
Hospitals																		
Medical Facilities		SE			SE													
Medical & Dental Clinics & Labs			P	P		P	P	P	P		P	P	P	P		P		P
Nursing homes			SE			SE	SE		SE		SE		SE			SE		
Sewer lift Stations	SE	SE	P	SE	SE	P	P	SE	P	SE	P	SE	SE	SE	SE	P	SE	SE
Utilities		SE		SE	SE			SE				SE		SE				SE

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Commercial																		
Adult Entertainment Estalishment & Sexually Oriented Businesses (see section 2.5 adult																		
Automotive Repair, enclosed structure													SE					
Automotive service stations and Wash (accessory)													P					
Bar or Lounge			SE			SE	SE		SE		SE		SE		SE	SE	SE	
Bed and breakfast establishments		SE	P	SE	P	P	P	SE	P		P	P		SE		P		SE
Car wash, full or self-service													P					
Convenience Store with gas pumps													P		P		P	
Cultural Centers, Museums, Galleries, Community Centers (commercial)			P			P	P		P		P					P		
Dry cleaning Establishments			SE			SE	SE		SE		SE		P			SE		
Financial Institutions			P	P		P	P	P	P		P	P	P	P		P		P
Gym and Fitness facilities			P			P	P		P		P					P		
Hotels and Motels		SE	P	P		P	P	P	P		P	P		P	P		P	
Package Store, beer and wine			SE			SE	SE		SE		SE		P		P	SE	P	
Parking, public or private			SE	P		SE	SE	P	SE		SE[1]	P		P		SE		P
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor.			P	P		P	P	P	P		P	P	P	P	P	P	P	P
Pharmacy, Optical services			P			P	P		P		P		P			P		
Plant Nurseries, greenhouses															P		P	
Printing, Engraving, Repro, Publishing			P			P	P		P		P					P		
Private Clubs and Lodges	SE	SE	P	P	SE	P	P	P	P	SE	P	P	SE	P	P	P	P	P
Recreation structures, theatres, driving ranges, bowling alleys (not drive in theatres)			SE			SE	SE		SE		SE		P		P	SE	P	
Repair Service Establishments			P			P	P		P		P					P		
Restaurants			P	P		P	P	P	P		P	P		P		P		P
Retail Stores (except Automotive)			P			P	P		P		P		P			P		
Retail Commercial				P				P				P		P				P
Retail Sales outlet													P		P		P	
Retail Stores w/outside display															P		P	
Sales Office - temporary - no longer than 120 days			SE			SE	SE		SE		SE					SE		
Self-Service Storage			SE			SE	SE		SE		SE		SE			SE		

(F) Uses – Table Footnote:

1. Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (1). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

(G) Regulating Plan.

The regulating plan is the principal tool for implementing the standards in this Section and identifies, by sub districts, the permitted building types and street setbacks for the Cocoa Waterfront Overlay District.

Regulating Plan

City of Cocoa - Waterfront District

Cocoa, FL

1/8/2020

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)					○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●		○		●	
Waterfront (WF)						●	●	●	●	●	❍		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Waterfront Districts

SubDistrict

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Concent Decree Area

---#/#---

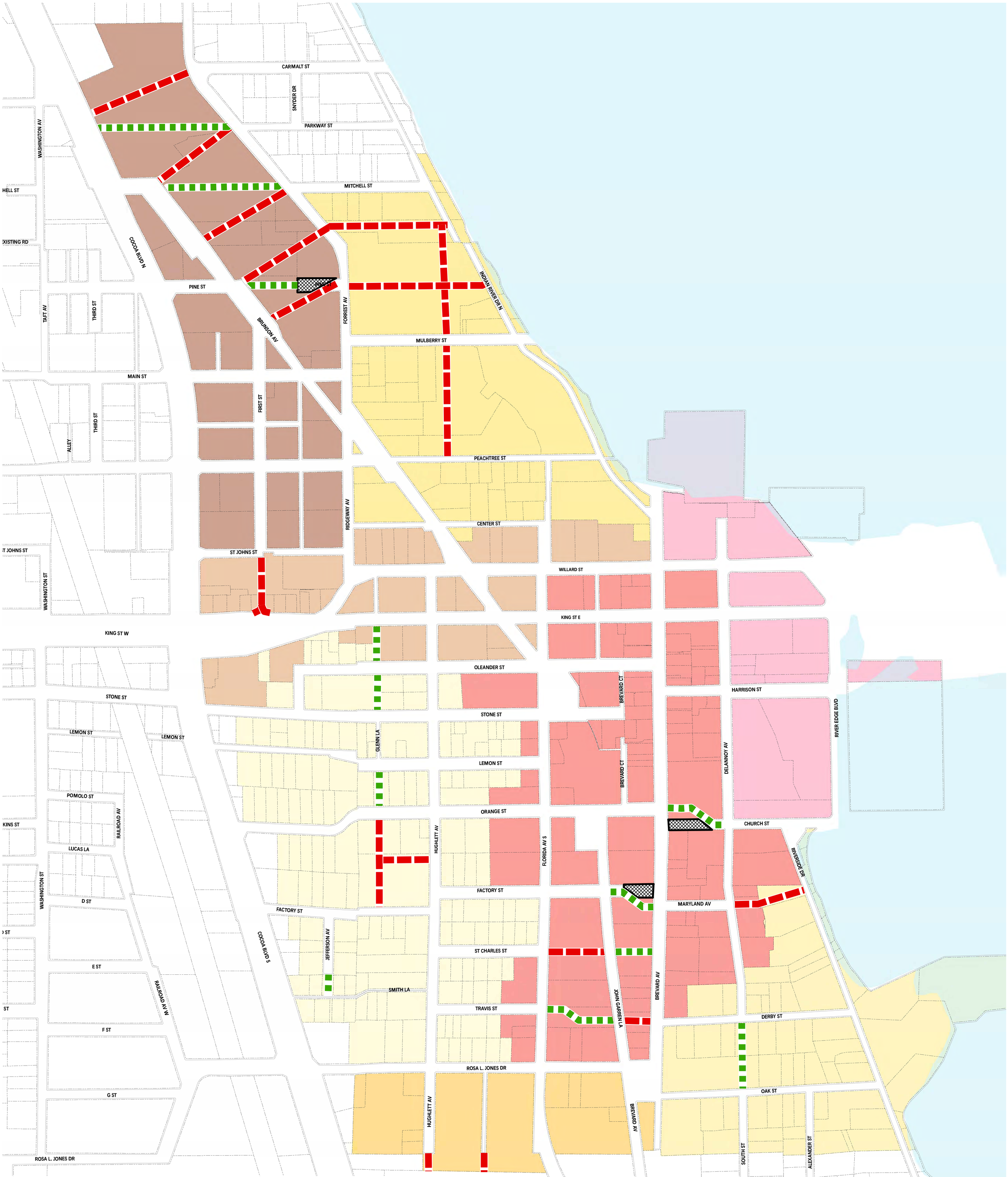
CS — Additional building type allowed for this parcel only

---#/#--- — Required minimum and maximum street setback (in feet)

Break in street setback dimension

Right of way line (beginning point of street setback measurment)

Internal Lot Line



Transformational Connections

Incremental Connections

New Development Parcels

This Future Roadway Connections Map is adopted as part of the Form-Based Code Regulating Plan, but is not itself a regulatory map. The future roadway connections depicted are highly encouraged by the City to improve traffic circulation, promote redevelopment, and enhance livability around the Cocoa downtown vicinity, but are not required as a part of this plan. Future connections are divided into two potential types: Incremental and Transformational.

1) Incremental Roadway Connections are future road connections that likely:
- Do not require significant realignment of major intersections;
- Do not require major demolition of existing buildings; and
- Do not require aggregation and redevelopment of multiple parcels.

2) Transformational Roadway Connections are future road connections that likely:
- Require significant realignment of major intersections;
- Require major demolition of existing buildings; or
- Require aggregation and redevelopment of multiple parcels.

These potential connections illustrate how large blocks can be broken up to create additional network; how offset streets can be realigned to create through-streets; and how new development blocks can be formed. In some cases, such as in the North of the Village Design District, incremental or transformational connections can be made depending on future aggregation of development parcels into a large redevelopment site. In the case of the South End Design District, connections are shown to future redevelopment sites outside the city limits to the south.

Potential Future Road Connections

City of Cocoa Form-Based Code

Cocoa, FL
2012-11-28
60211027

0 50' 100' 200' 400' 600'

North

AECOM
150 North Orange Avenue
Orlando, Florida 32801
P: (407) 843-6552
F: (407) 839-1789
www.aecom.com

(H) Circulation Standards

1. Block Pattern.
   The current street framework for the Cocoa Waterfront Overlay District and block size shall remain intact. Additional street connections for vehicular use and pedestrian connections should be reviewed during a submittal for application. A general Circulation Map for the Cocoa Waterfront Overlay District highlights potential connections that should be reviewed an assessed at the type of development review. The waterfront area within the Cocoa Waterfront Overlay District shall remain intact.
2. Vehicular Access, new development
   (a) A system of joint use driveways and cross access easements shall be established wherever feasible and the building site shall incorporate the following:
      i. A continuous service drive or cross access extending the entire length of each parcel served to provide for driveway separation consistent with access management classification system and standards.
      ii. Stub-outs and other design features to make it visually obvious that the butting properties may be tied in to provide cross access via a service drive;
      iii. A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever practicable.

(I) Building Types

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

1. Lot requirements

Provisions for minimum and maximums; lot depth, lot size and the permitted lot coverage;

2. Building envelope: Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards for Urban and Suburban development. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback; and

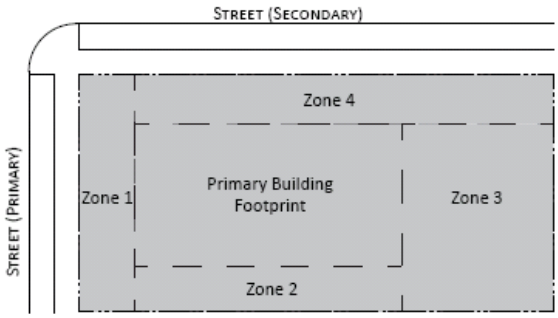
3. Accessory Structure Envelope: provides the setbacks and maximum building footprints permitted for accessory structures. In no case shall an accessory structure exceed the height of the primary structure on the parcel.

4. Building height: Provisions for permitted heights in stories (st). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed

twelve (12) feet. Each building lot typology provides the range of height appropriate for the building type. Height shall be measured from finished floor.

5. Parking provisions: The amount of parking shall be determined by Article XII, Off street parking, of the Land Development Regulations. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel in accordance to Appendix A, Article 12. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:

   Zone 1: the right-of-way of any primary street.
   Zone 2: any common interior lot line.
   Zone 3: any rear lot line.
   Zone 4: the right-of-way of any secondary street.



6. Private frontages, refers to the area that is attached or integrated into the primary building. The building types are either required or preferred. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category.

Design Districts and Building Types Table

Design District	Homestead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Townhouse (TH)	Apartment Building (AB)	Courtyard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/ Mixed Use-Medium (CM)	Commercial/ Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Institutional (IT)	Civic (CI)
Cocoa Village (CV)				RP	RP	P	P	P	P	RP(3)	RP		P	RP
Heart of Cocoa (HC)		P	P	P	P(1)			(2)					P	
King/Willard Corridor (KW)					RP	RP	RP	P	P		P		P	
Uptown Neighborhood (UN)		P	P	P	P								P	RP
South of the Village (SV)	P	P	P	P	P	RP	RP	RP					P	
South End (SE)				P	P	P	P	P	P		RP		P	
Waterfront (WF)						P	P	P	P	P	RP		P	RP
North of Village (NV)					P	P	P	P	P		RP	RP	P	

RP, permitted only where indicated on Regulating plan
P, Permitted in the Design District
Blank Cell, is not permitted
* Commercial/Mixed Use is a mix of uses, ie. Office/retail , office/residential
(1) Townhomes are permitted up to 4 units per building
(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009

HO HOMESTEAD

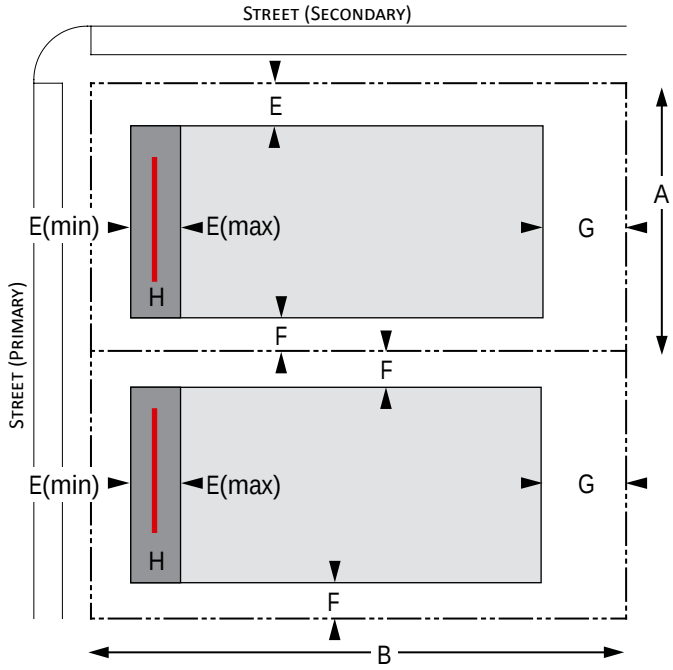
A building lot located and designed to accommodate a detached building with large side, rear yards and front yards for a rural area.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	120	300
B - Lot Depth (ft)	120	--
C - Lot Size (sf)	21,780	--
D - Lot Coverage (%)	--	25
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	25	--
G - Rear Setback (ft)	40	--
H - Frontage Buildout (%)	--	--
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

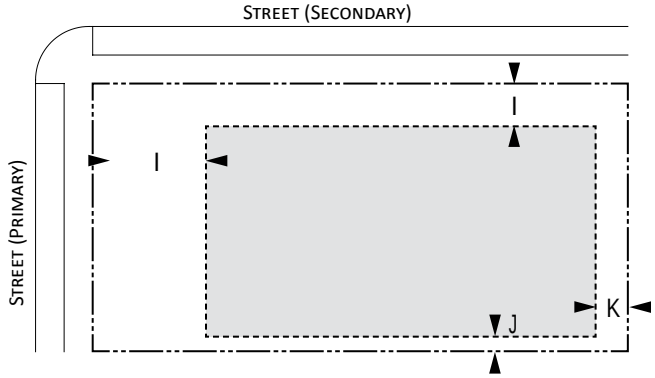


EXAMPLE

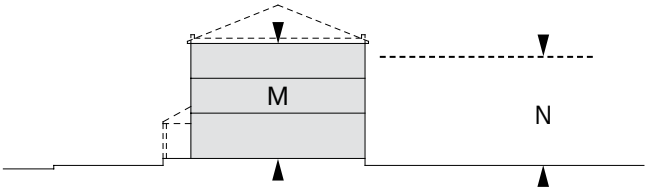
LOT REQUIREMENTS AND BUILDING ENVELOPE



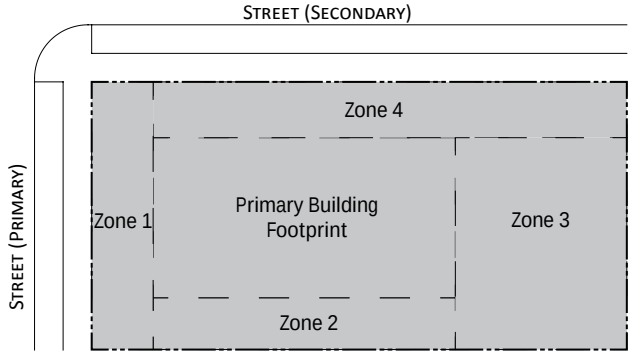
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



ES ESTATE

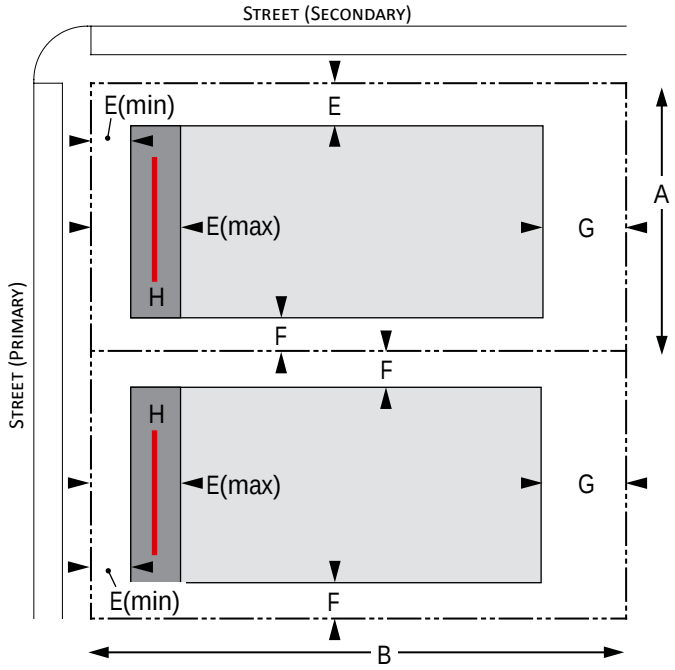
A building lot located and designed to accommodate a detached building with large side, rear and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	70	120
B - Lot Depth (ft)	120	--
C - Lot Size (sf)	10,000	21,780
D - Lot Coverage (%)	--	30
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	25	--
H - Frontage Buildout (%)	--	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

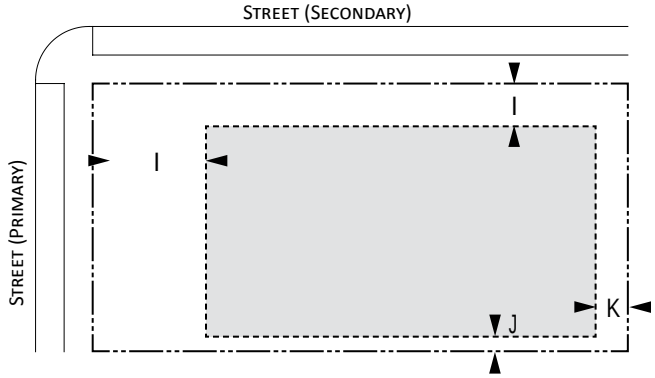


EXAMPLE

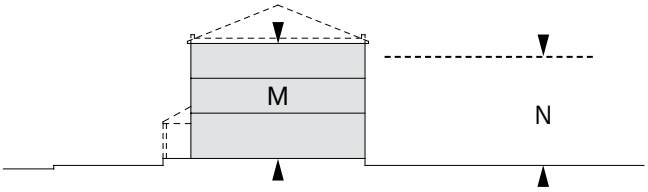
LOT REQUIREMENTS AND BUILDING ENVELOPE



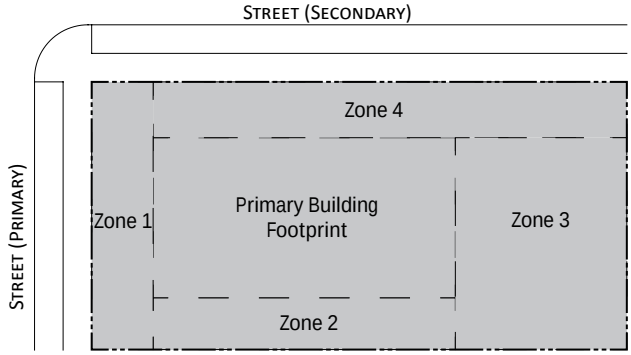
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



HS HOUSE

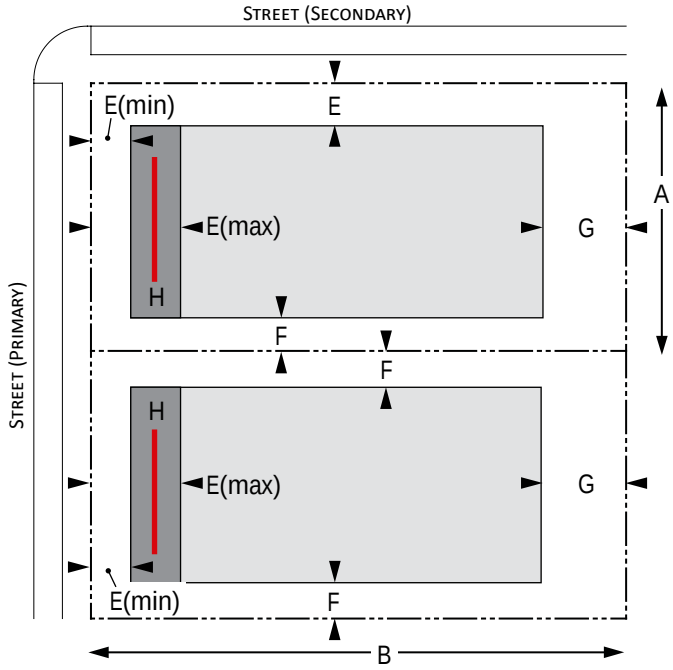
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	70
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	4,000	8,400
D - Lot Coverage (%)	--	30
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	20	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4 *	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

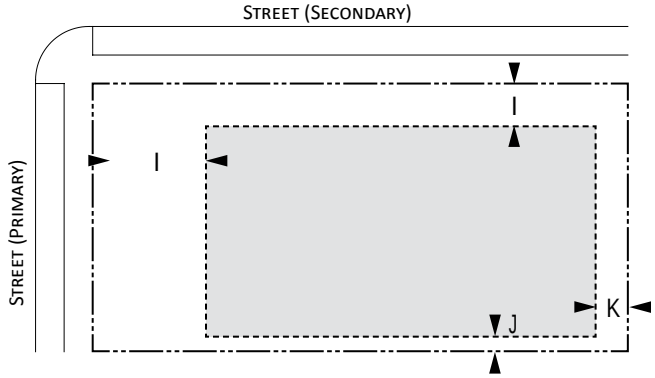


EXAMPLE

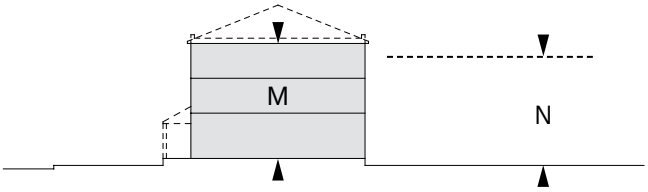
LOT REQUIREMENTS AND BUILDING ENVELOPE



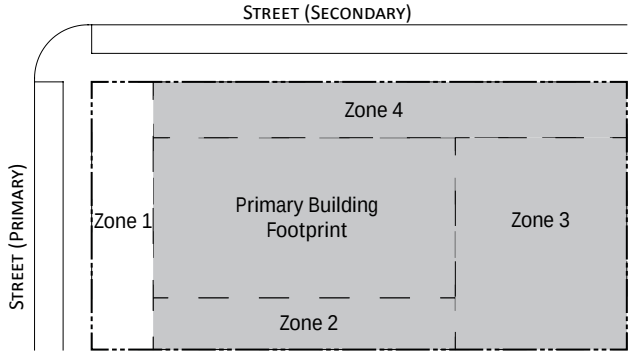
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CO COTTAGE

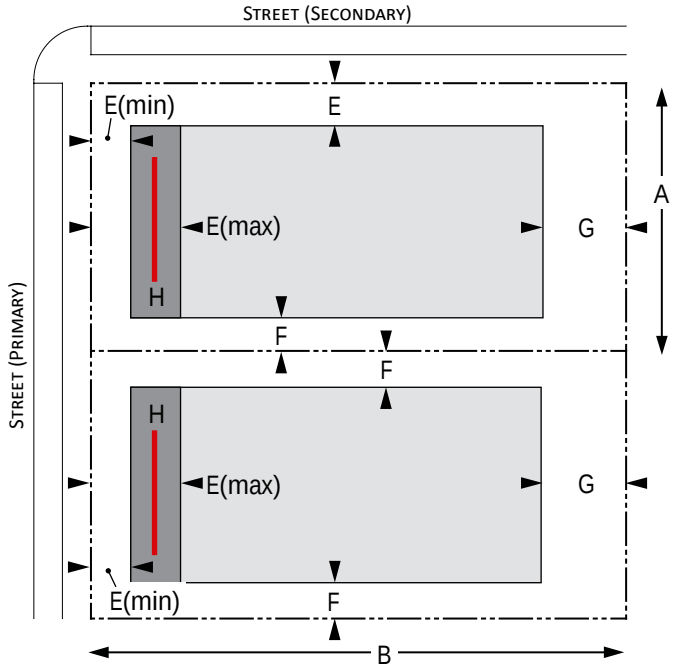
A building lot located and designed to accommodate a small detached building with small side and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	25	40
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	3,000	4,800
D - Lot Coverage (%)	--	50
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	3	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	70	90
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	2
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

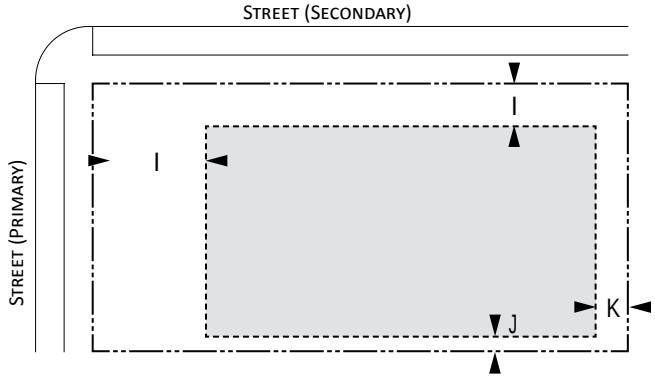


EXAMPLE

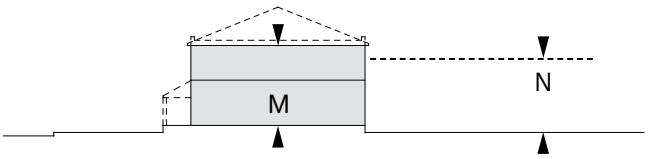
LOT REQUIREMENTS AND BUILDING ENVELOPE



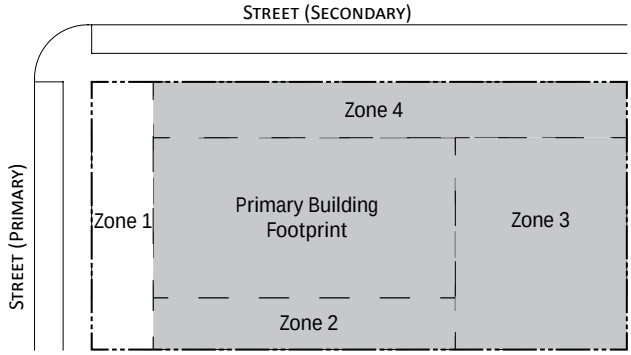
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



TH TOWNHOUSE

A building lot located and designed to accommodate a building with sidewalls on both side building lot lines and a private garden to the rear.

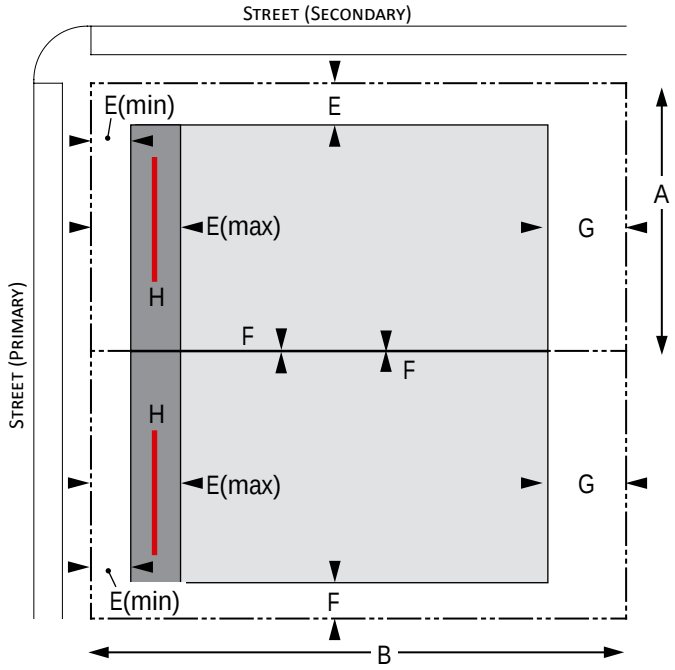
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	30^
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	3,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, S	

^ End unit lot may be up to 10' larger.
* 10' Separation required from adjacent detached building.

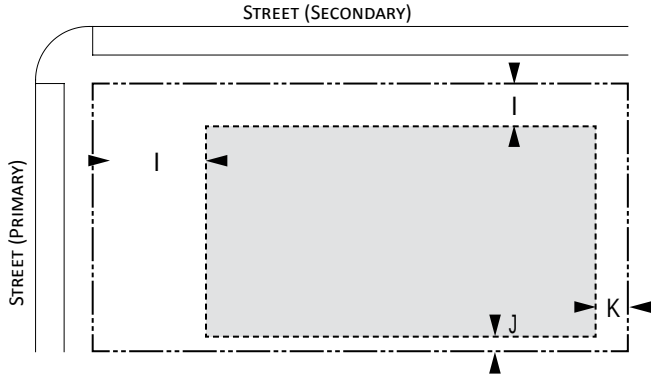


EXAMPLE

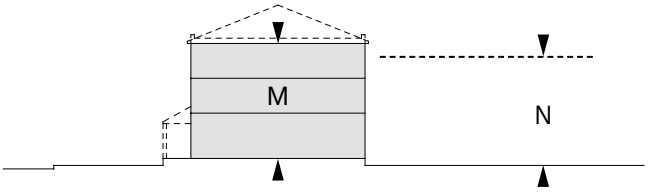
LOT REQUIREMENTS AND BUILDING ENVELOPE



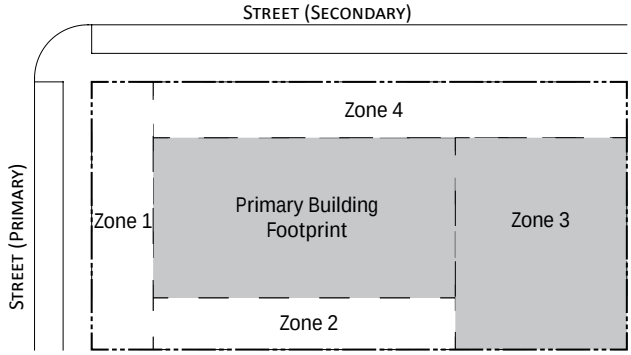
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



AB APARTMENT BUILDING

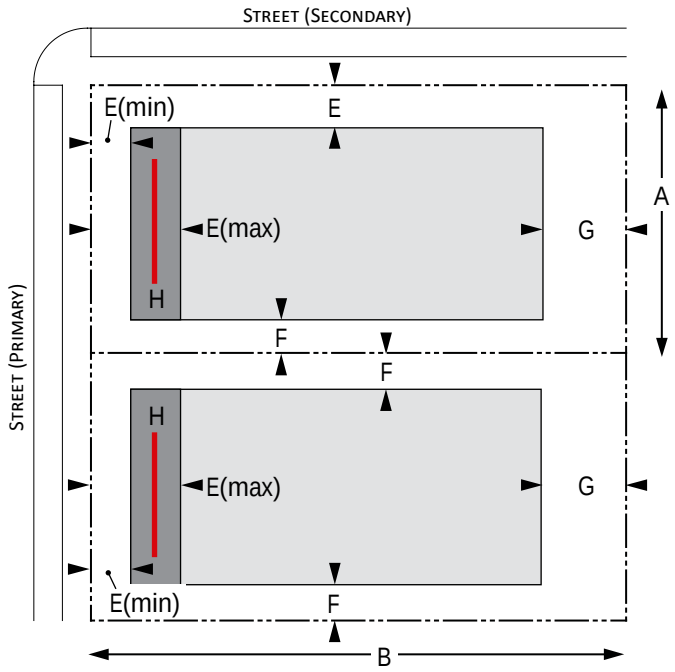
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	150
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	4,000	40,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, F, S	

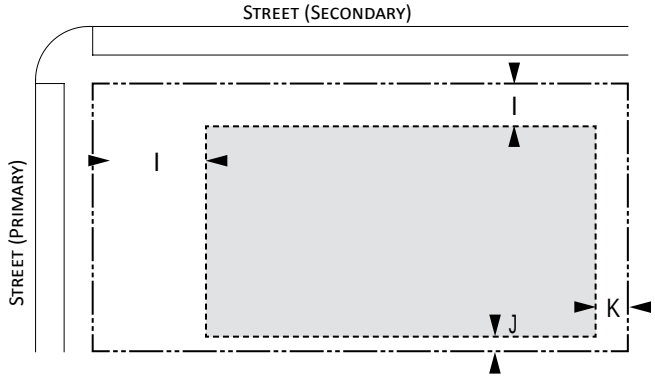


EXAMPLE

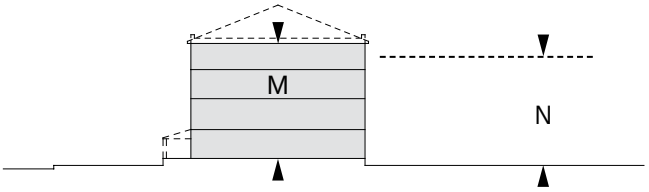
LOT REQUIREMENTS AND BUILDING ENVELOPE



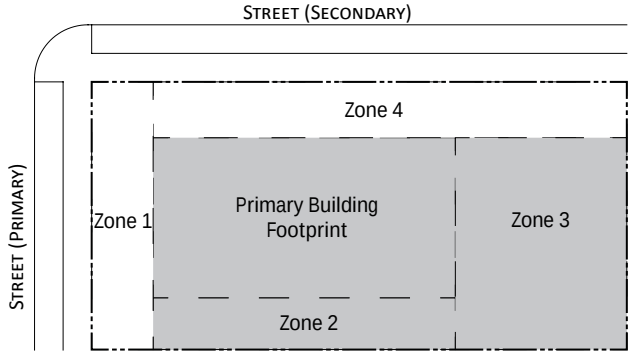
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CA COURTYARD APARTMENT

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

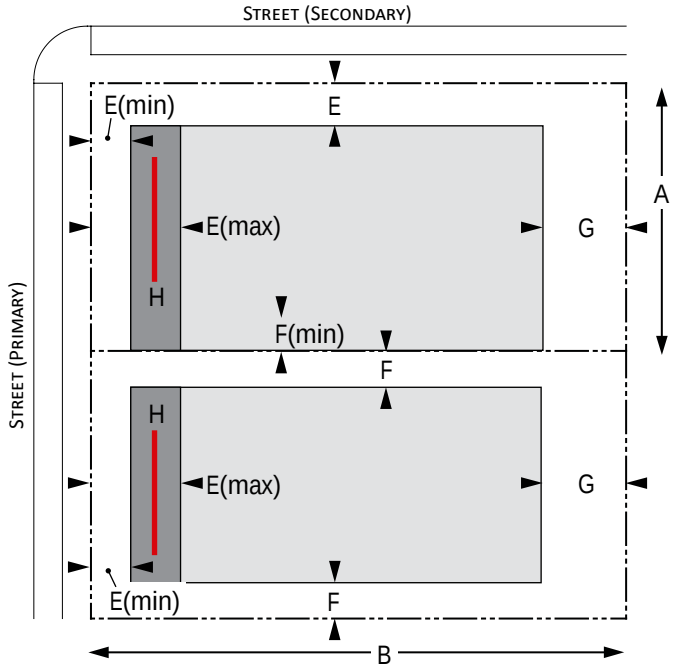
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	80	120
B - Lot Depth (ft)	80	180
C - Lot Size (sf)	9,000	20,000
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	10
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	75
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	F	

* 10' Separation required from adjacent detached building

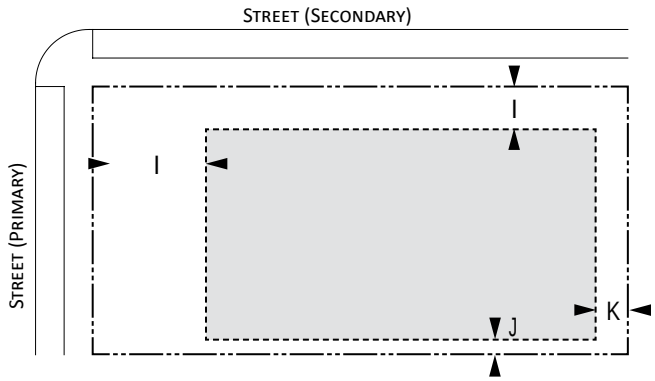


EXAMPLE

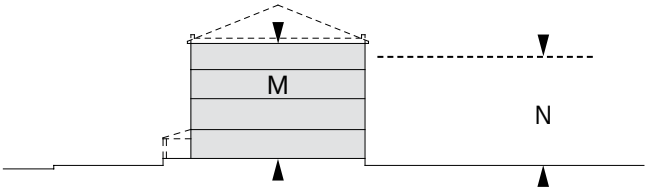
LOT REQUIREMENTS AND BUILDING ENVELOPE



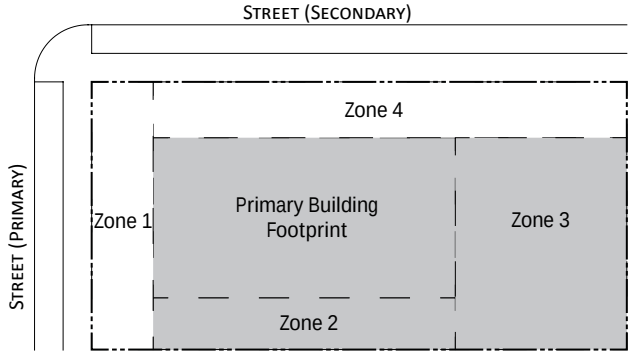
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CS COMMERCIAL/ MIXED-USE - SMALL

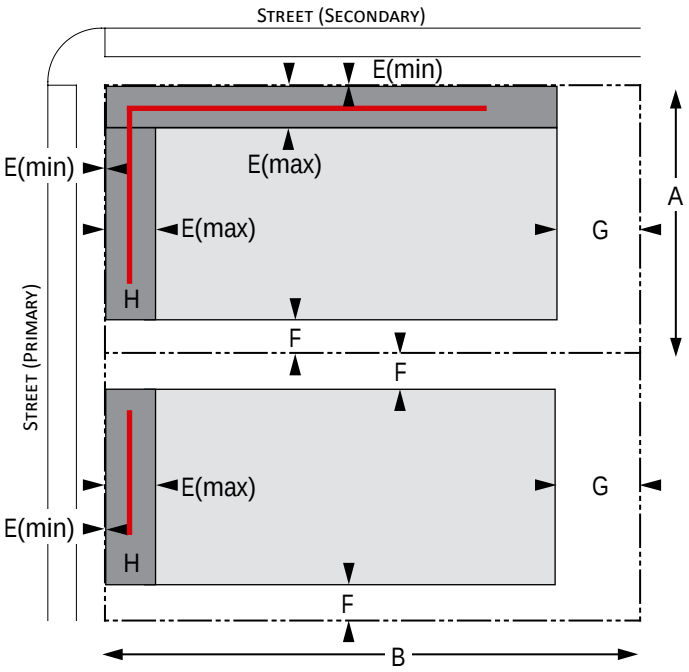
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for smaller lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,800	7,200
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	6
G - Rear Setback (ft)	5	--
H - Frontage Buildout (%)	80	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

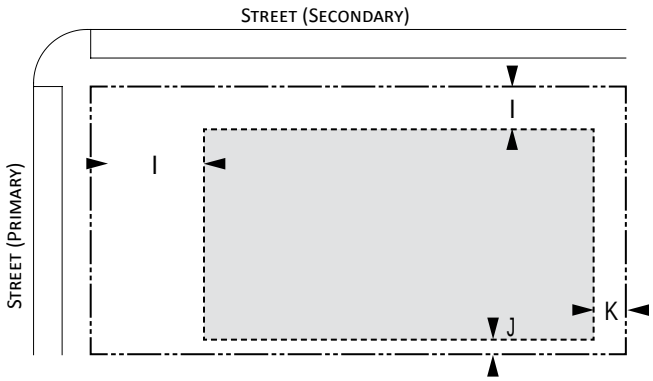


EXAMPLE

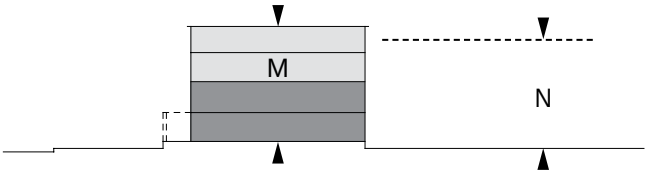
LOT REQUIREMENTS AND BUILDING ENVELOPE



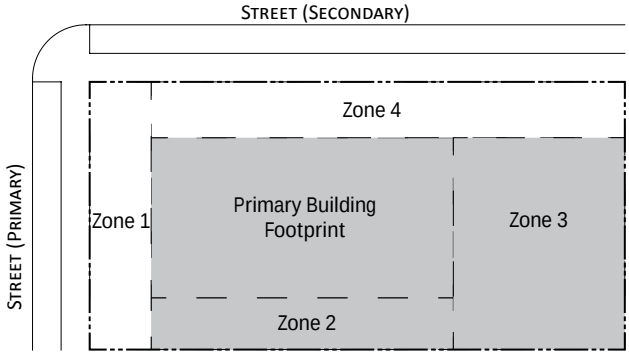
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL/ MIXED-USE - MEDIUM

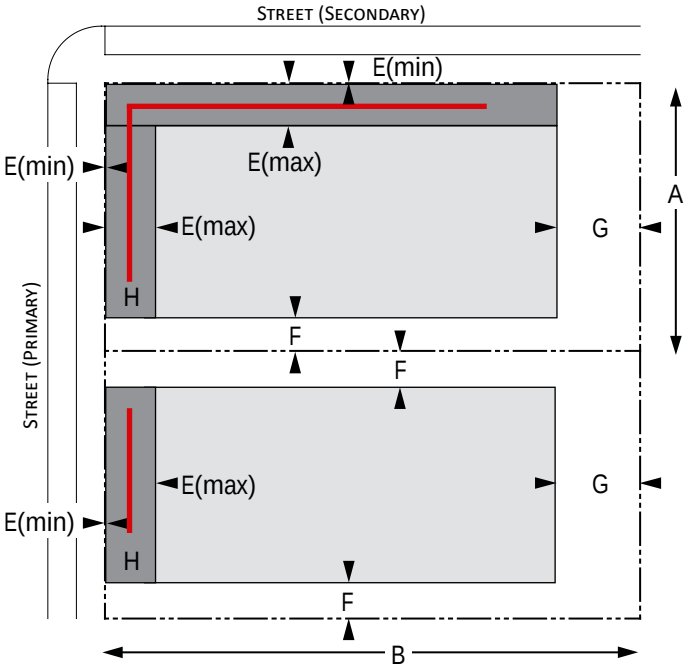
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for average lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	60	120
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	60,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	5
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	C	

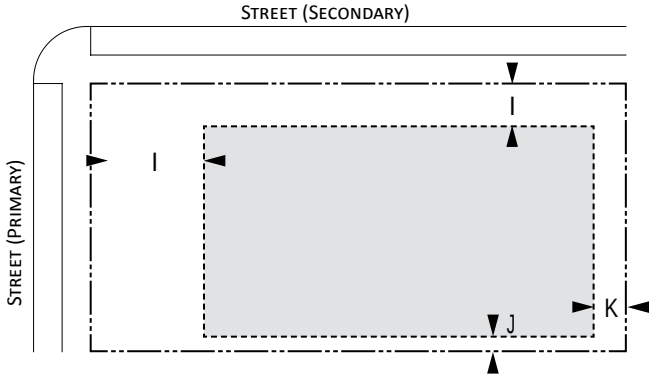


EXAMPLE

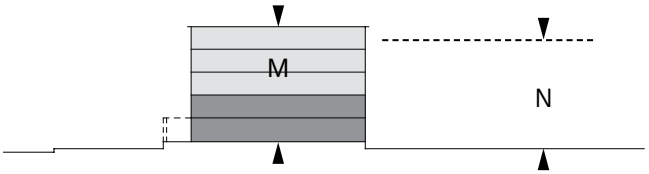
LOT REQUIREMENTS AND BUILDING ENVELOPE



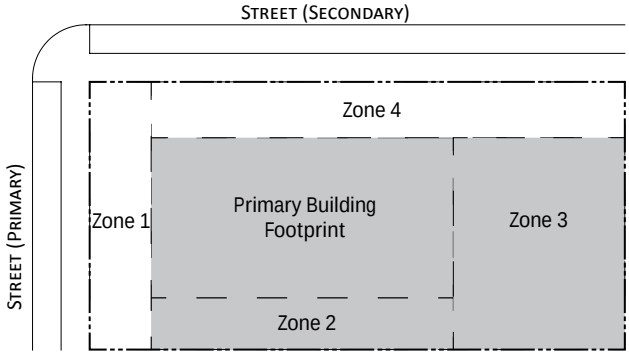
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CL COMMERCIAL/ MIXED-USE - LARGE

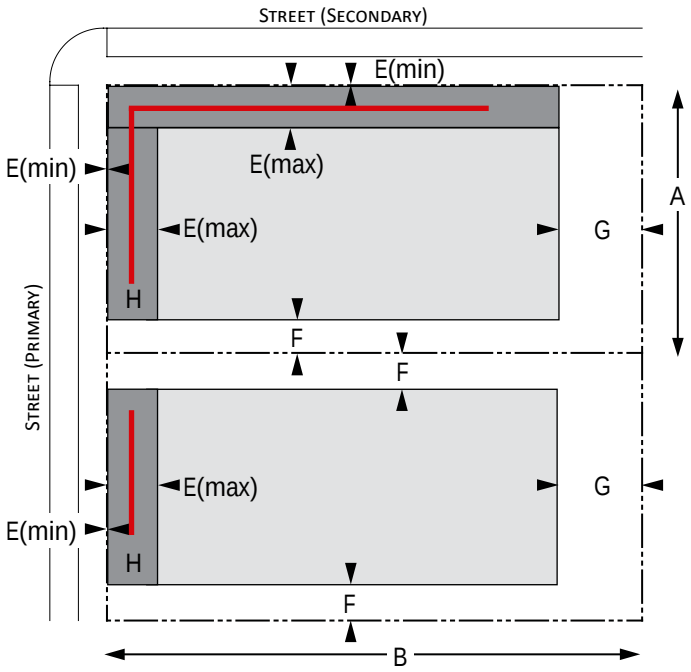
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for larger lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	120	300
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	150,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	8
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 (J)]	Required:	
	C	

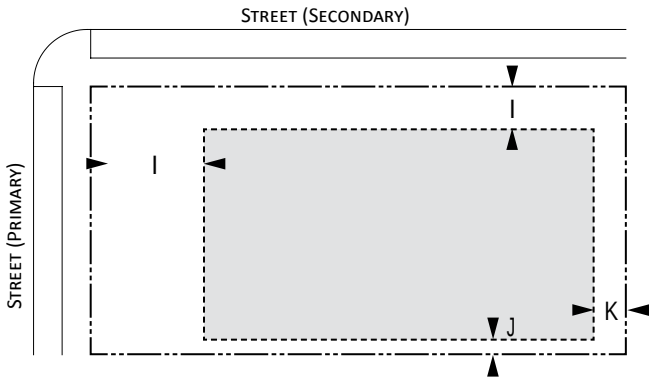


EXAMPLE

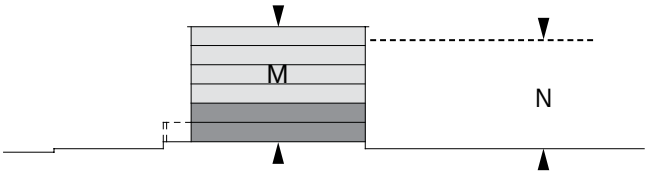
LOT REQUIREMENTS AND BUILDING ENVELOPE



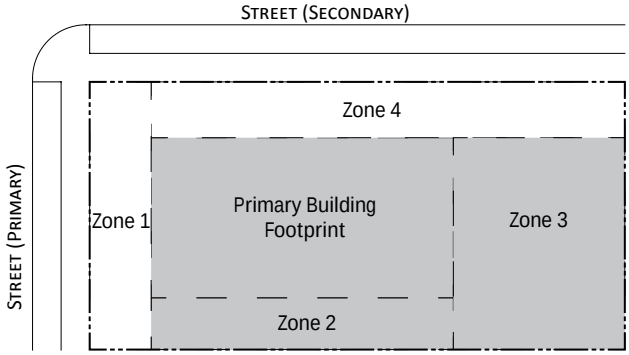
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



SC SINGLE STORY COMMERCIAL BUILDING

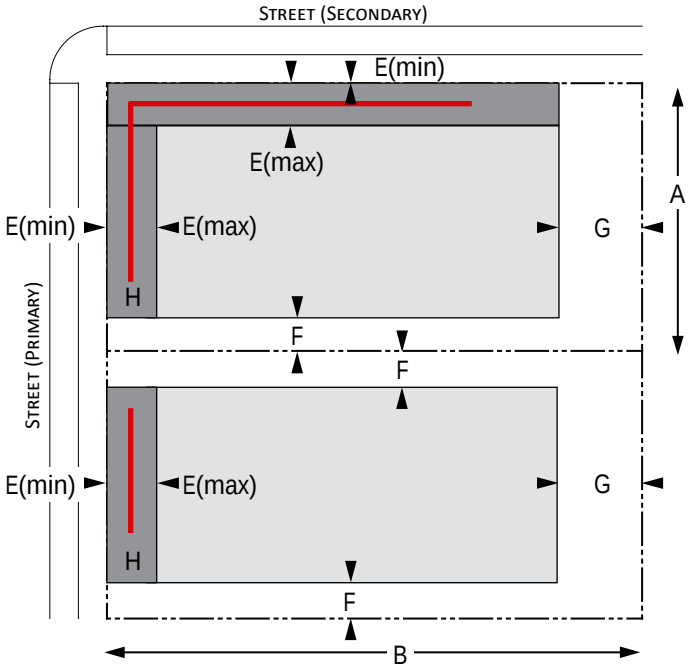
A building lot located and designed to accommodate single use o ce and retail.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	400
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

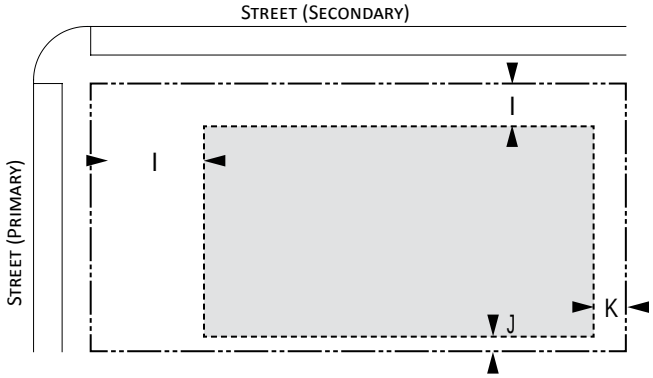


EXAMPLE

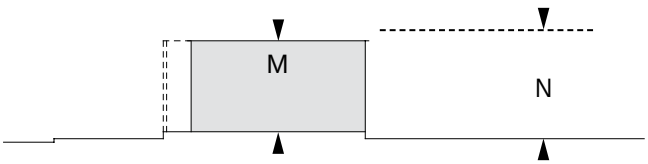
LOT REQUIREMENTS AND BUILDING ENVELOPE



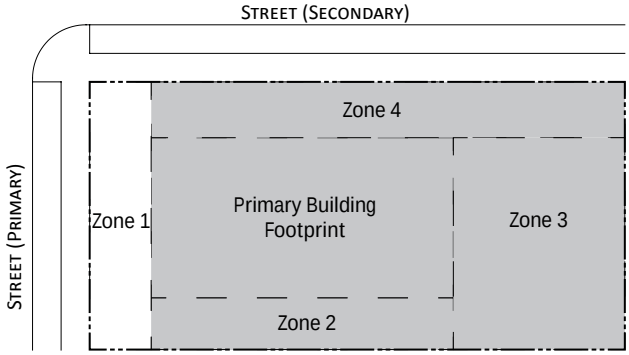
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



LF LARGE FOOTPRINT SINGLE STORY COMMERCIAL BUILDING

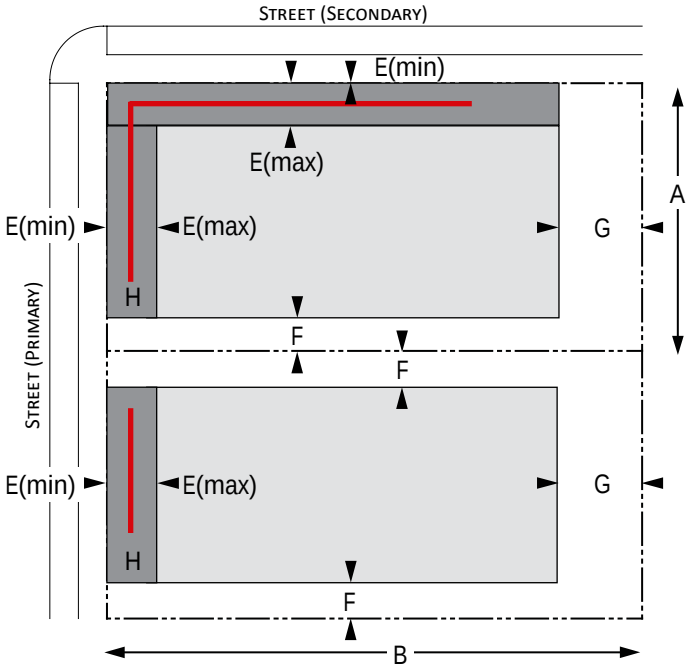
A building lot located and designed to accommodate a large footprint building with one or more uses.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	300	--
B - Lot Depth (ft)	300	--
C - Lot Size (sf)	90,000	--
D - Lot Coverage (%)	60	--
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

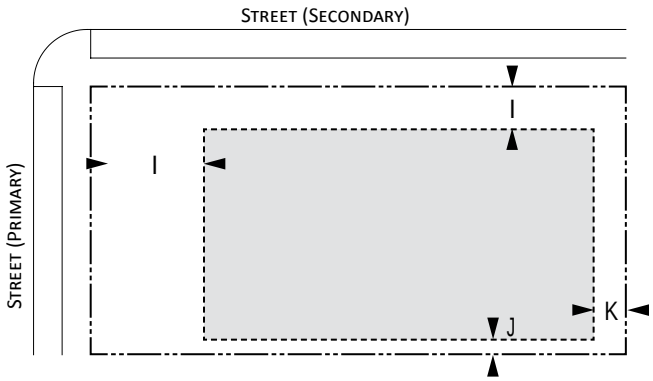


EXAMPLE

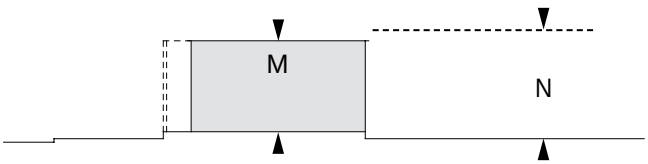
LOT REQUIREMENTS AND BUILDING ENVELOPE



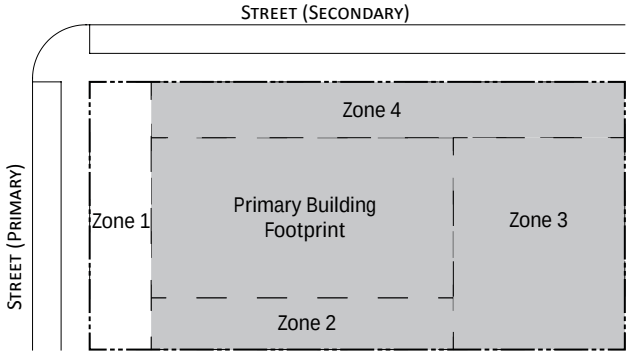
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



IT INSTITUTIONAL

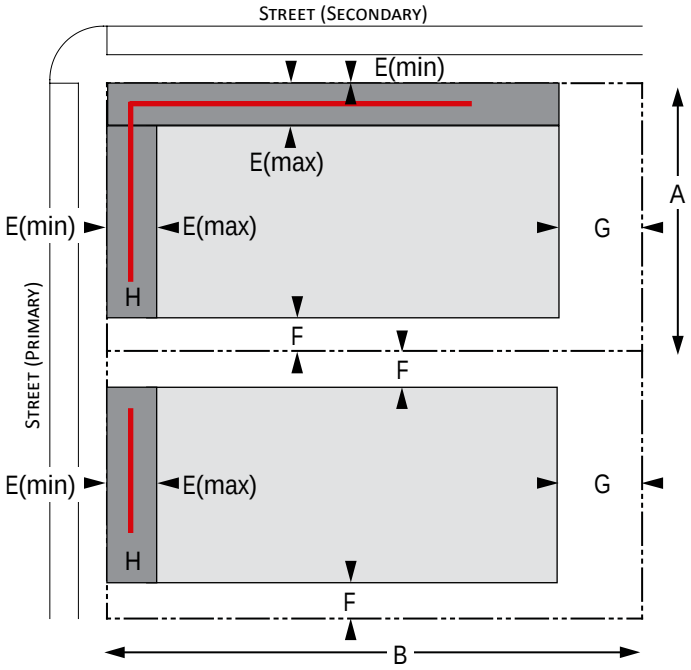
A building lot located and designed to accommodate institutional users such as day care, social services, hospitals, places of worship, and schools.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
Allowable Frontages	C *	

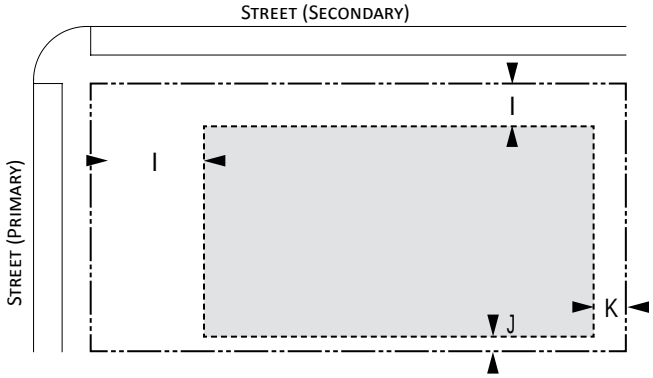


EXAMPLE

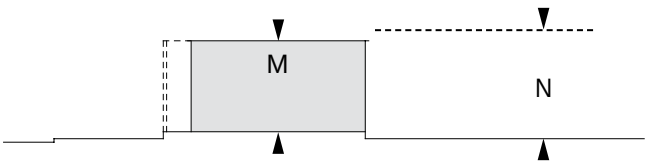
LOT REQUIREMENTS AND BUILDING ENVELOPE



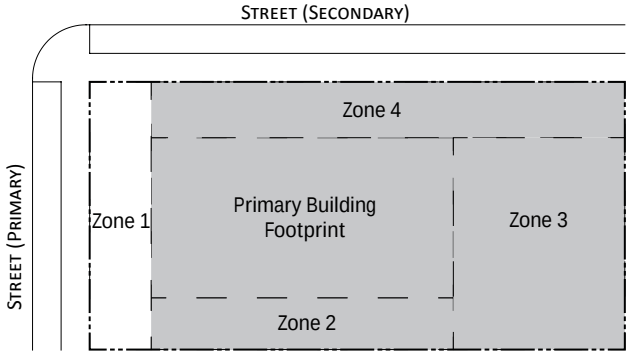
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CI CIVIC BUILDING

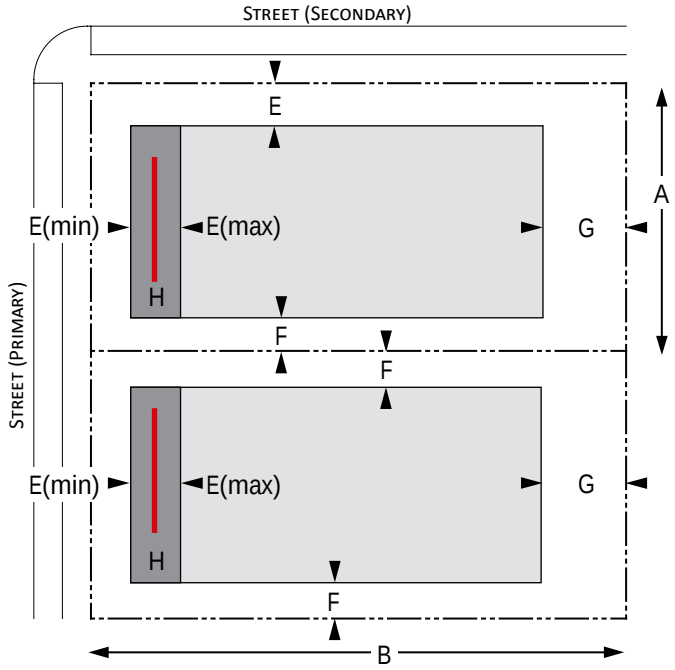
A building lot located and designed to accommodate a building containing government uses.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	--	--
B - Lot Depth (ft)	--	--
C - Lot Size (sf)	--	--
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	--	--
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	No specific frontage required**	

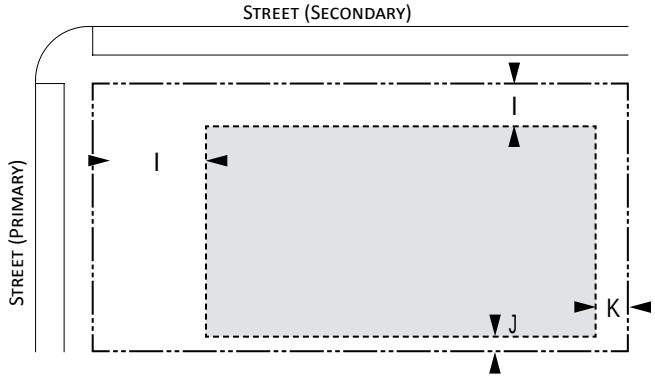


EXAMPLE

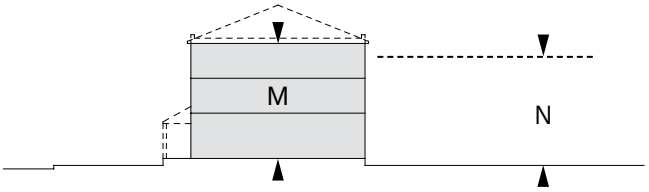
LOT REQUIREMENTS AND BUILDING ENVELOPE



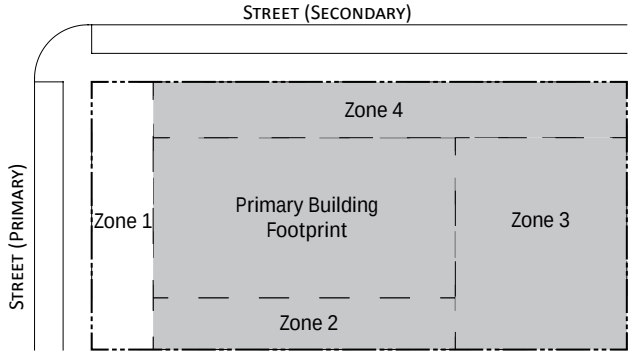
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



(J) Design Standards

Each building type permits one principal building at the frontage and one outbuilding to the rear of the principal building as provided for each lot requirements by building type.

The following private frontages are either required or permitted by building type and/or district as provided in the tables on each building type. The specific parameters for each private frontage are illustrated in this section.

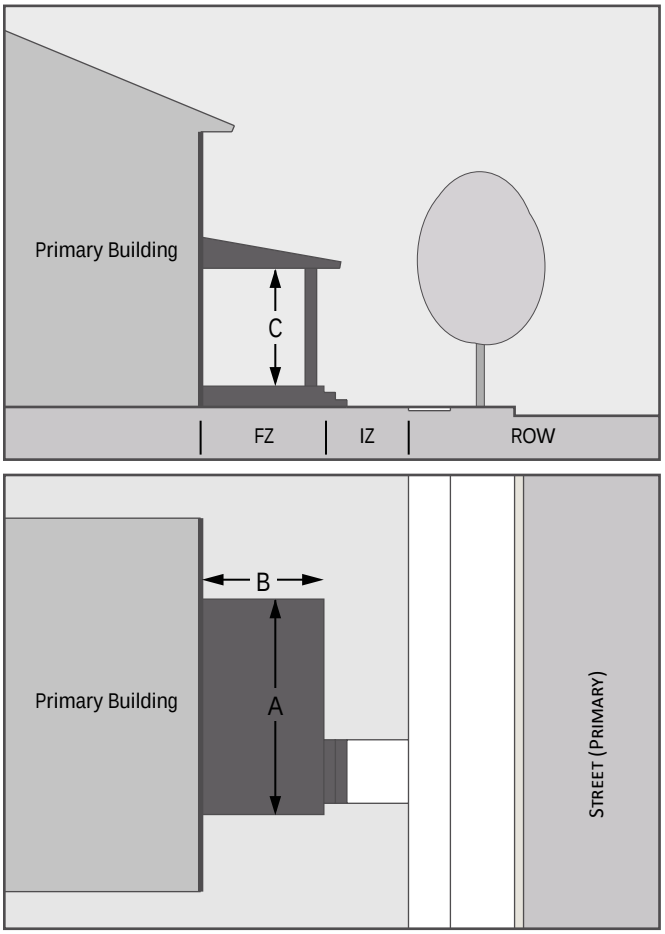
1. Range of Private Frontages:
   (a) Commercial(C)
   (b) Porch (P)
   (c) Stoop (S)
   (d) Forecourt (F)

P PORCH (Sec. (J)1.(a)

e façade is set back from the front lot line per applicable street setback requirements. e façade includes an attached front porch structure. A wide variety of porch designs are possible.

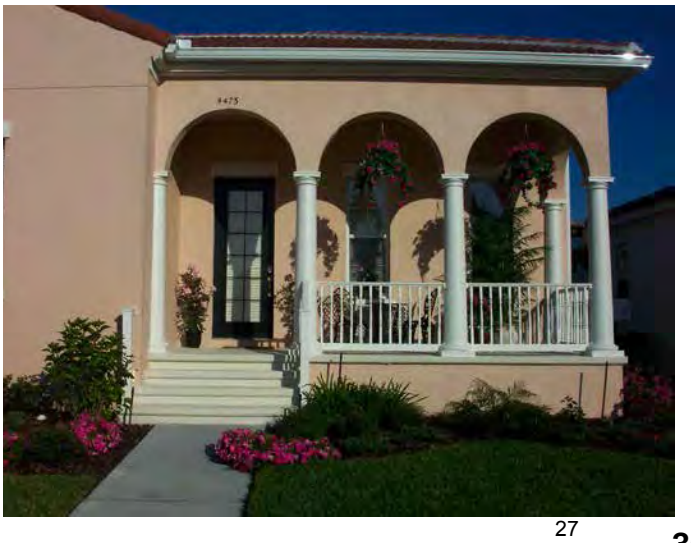
FRONTAGE ZONE (FZ)	MIN	MAX
Porch structure requirements:		
A - Width (clear) (ft)	10	--
B - Depth (clear) (ft)	5	--
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







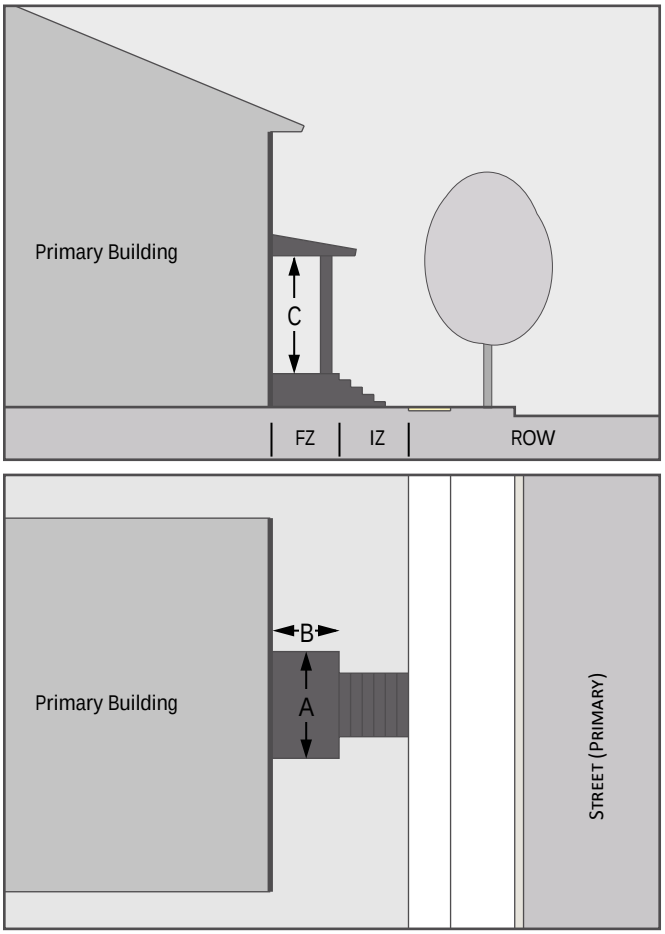


S STOOP (Sec. (J)1.(b)

e façade is set back from the front lot line per applicable street setback requirements. e façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. e ground oor is elevated to provide privacy. e stoop may include a roof.

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Width (clear) (ft)	5	8
B - Depth (clear) (ft)	3	8
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







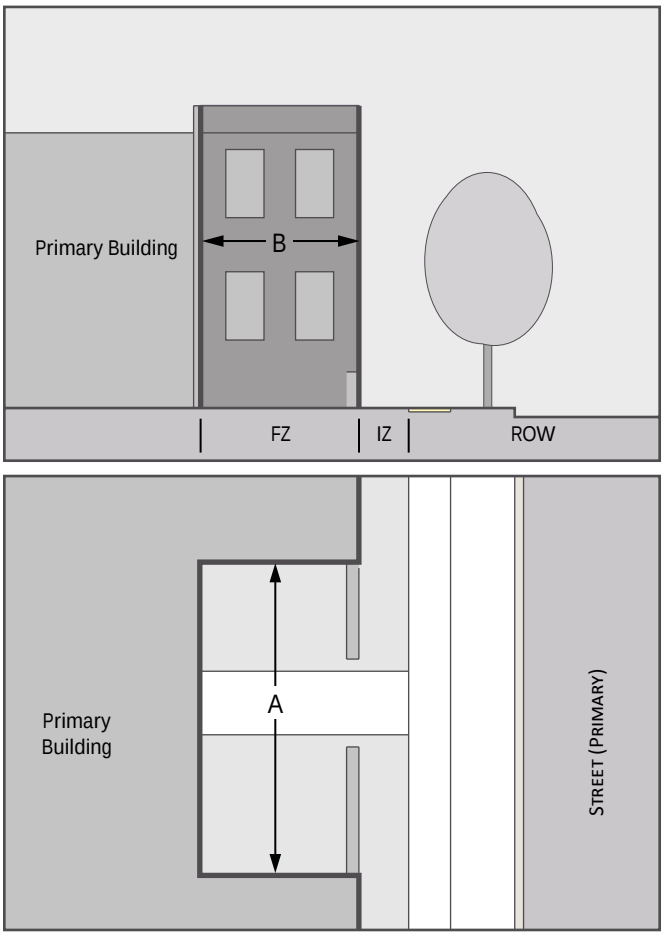


F FORECOURT (Sec. (J)1.(c)

e façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. e court is suitable for outdoor dining, gardens, vehicle drop-o s, formal entries etc.. A fence or wall may be used to de ne the private space of the court. e court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court.

FRONTAGE ZONE (FZ)	MIN	MAX
Courtyard requirements:		
A - Width (clear) (ft)	12	--
B - Depth (clear) (ft)	12	50
INTERFACE ZONE (IZ)		
Landscape with path (6' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS





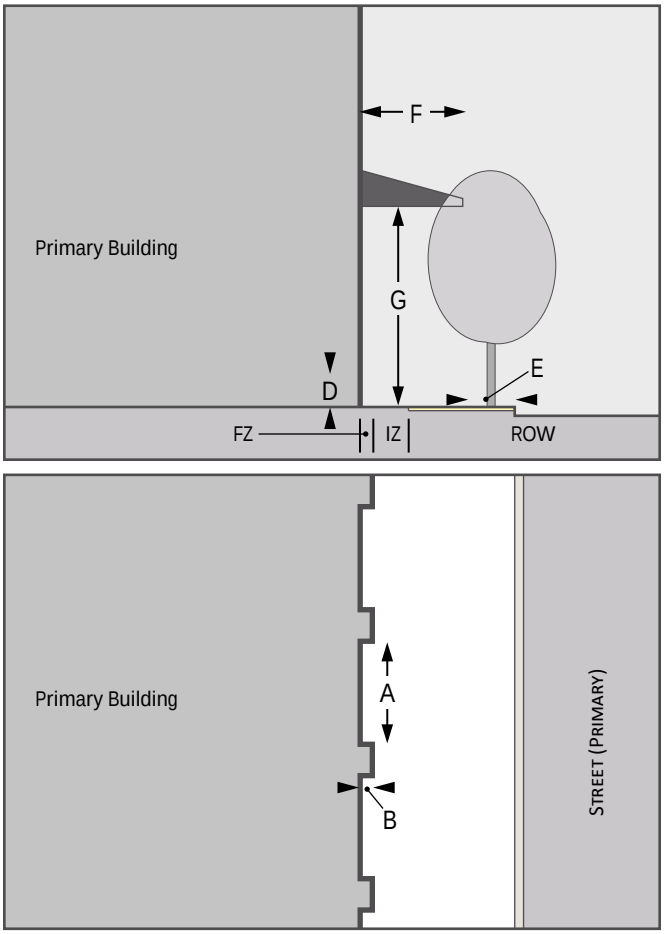


e façade is set back from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. e façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way.

e facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft)	--	2
B - Door recess (ft)	--	5
C - Ground floor transparency (%)	60	--
D - Height to bottom of window (ft)	--	2.5
INTERFACE ZONE (IZ)		
Extended sidewalk from right-of-way edge to structure		
OPTIONAL ELEMENTS	MIN	MAX
AWNING or GALLERY		
E - Setback from curb (ft)	2	--
F - Depth (clear) (ft) *(Gallery min 8')	4	10
G - Height (clear) (ft)	8	--
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







(K) Landscape, Private Frontage Zone Landscaping Non-Residential and Multi-family Residential

The private frontage zones are intended to be used for pedestrian activity and, if not occupied with arcades or galleries, they shall be used as an extension of the sidewalk, as an outdoor seating area, or for street furniture. Landscaping in this area, if provided, shall be in the form of containers and/or planter boxes in scale and consistent with the building mass and architecture. Private Frontage Areas in front of uses that do not require pedestrian interaction along the façade (e.g. churches, offices, multifamily) may be landscaped with a combination of intermediate trees, palms, shrubs, vines and/or ground covers.

(L) Parking Structures

Structured parking shall conform to the following standards

1. Parking structures must be concealed by liner buildings, which are placed between the parking structure and the lot frontage for at least 80% of the width of the parking structure. On lots with multiple frontages, a liner building shall be required along the primary street (A-Grid) and encouraged along the secondary street (B-Grid). The liner building shall meet the following standards:
   (a) The liner building shall have a height greater than or equal to the parking structure.
   (b) The liner building may be detached from or incorporated into the parking structure.
   (c) The liner building shall have a minimum depth of 30 feet along its entire length.
   (d) The portion of the parking garage that is not concealed behind a liner building shall be screened to conceal all internal elements such as plumbing pipes, fans, ducts and lighting. Ramping should be internalized wherever possible. Exposed spandrels shall be prohibited.
2. Vehicle entrances to parking structures shall be located away from primary pedestrian activity areas.
3. Pedestrian access to parking garages shall be provided directly from adjacent streets.
4. Parking garages are exempt from the floor-to-ceiling height requirements.

(M) Mechanical and Service Areas

This section applies to utility and mechanical equipment such as electrical, plumbing, and communications equipment as well as service areas, such as truck parking, waste disposal and loading docks.

1. All mechanical equipment and service areas shall be located behind the façade, integrated into the overall mass of the building, and concealed from view from any lot frontage by parapets or recessed into hips, gables, parapets, or similar features. The design of the screening device shall be compatible with the building style; plain boxes are not permitted.
2. Mechanical/utility equipment and service areas shall not be permitted as encroachments on any required setback.
3. Mechanical/utility equipment may be allowed behind a street wall, if the location of such equipment behind the façade is not feasible.
4. Exhaust air fans and louvers on façades may only be allowed on Secondary Frontages above the first floor.

5. Mechanical equipment on a roof shall be enclosed by parapets or screen walls of the minimum height necessary to conceal it, and a maximum height of five (5) feet.
6. Where such facilities are located adjacent to residential lots, they shall include a visual and solid acoustic buffer.
7. Shopping cart storage shall be located inside the building or shall be screened by a four (4) foot wall consistent with the building architecture and materials.

(N) Drive Thru Establishments

Private frontage standards shall be met for drive thru establishments and must adhere to the following standards.

1. Drive thru lanes shall be located in the rear of the building and not visible from any street.
2. Drive through lanes should be integrated into the building.
3. When access to a drive-thru facility from the rear of a site is not possible, then a side drive-thru is permissible provided that all of the following requirements are met:
    (a) Drive-thru facilities shall be screened to minimize visual and noise impacts to residences and to preclude visibility from any streets or sidewalks. A masonry wall and landscape buffer shall screen drive-thru facilities. The wall shall be one foot higher than the facilities being screened on all sides where access is not needed;
    (b) No portion of queuing or access lanes or driveways shall be located between the building and the street or within 40 ft. from the primary façade of the building; and
    (c) Corner lots, the drive-thru shall be located on the side of the building that is furthest from the corner.

QUALIFICATIONS

ROBERT J. FLETCHER

Mr. Fletcher has been involved in a wide variety of valuation assignments, including market valuation of a wide range of commercial property types. He is also competent in leasehold analyses, partial interests, commercial investment analysis, eminent domain litigation and tax assessment analysis. He has worked throughout Florida.

PROFESSIONAL AFFILIATIONS/MEMBERSHIPS/BOARDS

Appraisal Institute, Full Member
CCIM Institute, Full Member
City of Sarasota Planning Commission (2008-10)

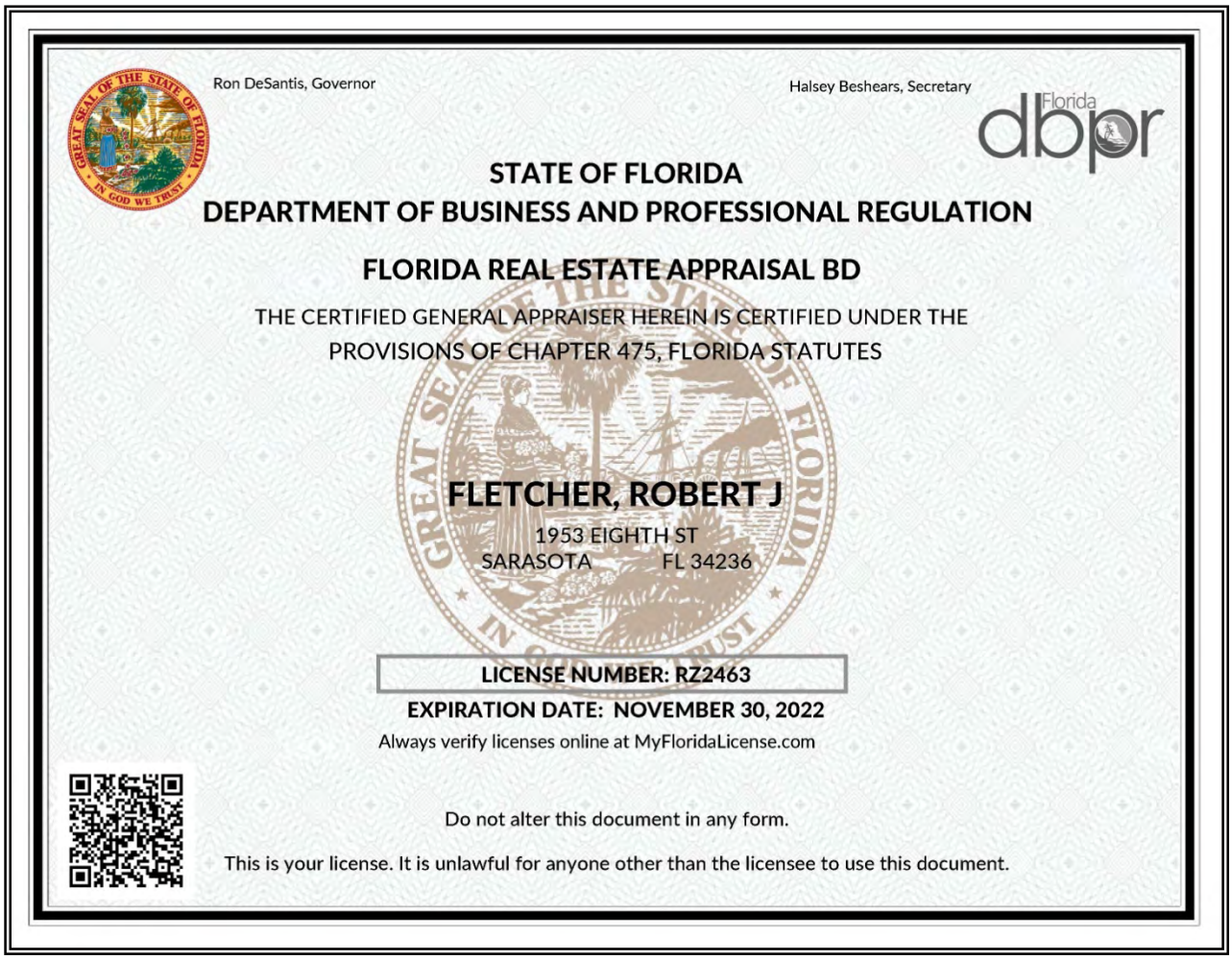
PROFESSIONAL DESIGNATIONS

MAI	-	Member of the Appraisal Institute #12348
CCIM	-	Certified Commercial Investment Manager
AICP	-	American Institute of Certified Planners
RZ 2463	-	Certified General Appraiser, State of Florida

GENERAL AND APPRAISAL EDUCATION

1990 Bachelor of Science in Ecology, Florida State University
1993 Master of Environmental Management in Landscape Ecology, Duke University
1997 Florida Appraisal Board Courses 1, Elgin Real Estate School, Clearwater, FL
1998 Florida Appraisal Board Courses 2, Williamson Real Estate School, Orlando, FL
1999 Florida Appraisal Board Courses 3, Williamson Real Estate School, Orlando, FL
2000 Course 520, Highest and Best Use, Appraisal Institute, Tampa, FL
2001 Course 550, Advanced Applications, Appraisal Institute, Tampa, FL
2001 Course 410, USPAP, Appraisal Institute, Tampa, FL
2001 Course 530, Adv. Direct Sales and Cost Approaches, App. Inst., Orlando, FL
2002 Course 510, Advanced Income Approach, Appraisal Institute, Tampa, FL
2002 Course 540, Report Writing, Appraisal Institute, Greensboro, NC
2002 Course 420, USPAP Standards, Appraisal Institute, Online
2004 Valuation of Wetlands, Appraisal Institute, Ft. Myers, FL
2004 Evaluating Commercial Construction, Appraisal Institute, Atlanta, GA
2004 Analyzing Distressed Real Estate, Appraisal Institute, Online
2005 Demonstration Report Writing, Appraisal Institute, Baltimore, MD
2006 CI 101: Financial Analysis for Commercial Inv. Real Estate; CCIM Inst.
2006 CI 102: Market Analysis for Commercial Inv. Real Estate; CCIM Inst.
2007 CI 103: User Decision Analysis for Commercial Inv. Real Estate; CCIM Inst.
2008 CI 104: Investment Analysis for Commercial Inv. Real Estate; CCIM Inst.
2009 Appraisal of Local Retail Properties, Appraisal Institute, Fort Myers, FL.
2010 USPAP and FL Law Updates and FL Supervisory Role, App. Inst., Tampa, FL.
2010 Business Practices and Ethics, Appraisal Institute, Online
2011 Analyzing Tenant Credit Risk, Appraisal Institute, Bradenton
2012 The Appraiser as Expert Witness: Prep. and Testimony, Appraisal Institute, Tampa
2014 Real Estate Finance and Statistics, Appraisal Institute, Tampa
2015 Eminent Domain Update, CLE International, Tampa
2016 Subdivision Analysis, Appraisal Institute, Sarasota
2016 Operating Expenses, Appraisal Institute, Sarasota
2017 Valuation of Conservation Easements, Appraisal Institute, Orlando
2019 Commercial Leases, Appraisal Institute, Sarasota

CURRENT LICENCE



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

FLETCHER, ROBERT J
1953 EIGHTH ST
SARASOTA FL 34236

LICENSE NUMBER: RZ2463
EXPIRATION DATE: NOVEMBER 30, 2022
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TUTTLE ARMFIELD WAGNER

APPRAISAL & RESEARCH, INC.

REAL ESTATE APPRAISAL REPORT
of the
4.932 ACRES OF COMMERCIAL LAND
Located at:
SW Corner of Florida Avenue
And Rosa L. Jones Drive
Cocoa, Brevard County, FL
PO# 77753

Prepared For:
Mrs. Lori Chabot
Redevelopment Specialist
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Effective Date of the Appraisal:
March 18, 2021

Date of the Report:
April 9, 2021

Prepared by:
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.
Matthew W. Jehs, MAI, Cert Gen RZ2806
Angelia D. Coleman, Cert Res RD8404
File Name: AC21-2218

Tuttle-Armfield-Wagner Appraisals & Research, Inc.
111 W. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806
Email: taw@t-a-w.com
Phone: (321) 723-7010

Gary DiGiacomo Cert Gen RZ1630
Email: tawres@t-a-w.com
Fax: (321) 723-4375

April 9, 2021

Mrs. Lori Chabot
Redevelopment Specialist
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Real Estate Appraisal Report
4.932 Acres of Commercial Land
SW Corner of Florida Avenue & Rosa L. Jones Drive
Cocoa, FL 32922
File Name: AC21-2218 PO# 77753

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.

The subject represents 4.932 acres of commercially zoned land. The majority of the site is zoned "CC" Core Commercial and a small portion is zoned "RMU", Redevelopment Mixed Use. The property is further identified as Brevard County Property Appraiser Parcel ID #'s 24-36-33-80-23 and 24-36-33-00-755. The western portion of the subject property (U.S. One fronting land) supports three billboards which are currently leased to LAMAR under a single lease.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate in its "As Is" condition, effective March 18, 2021. We will provide a value of the entire subject property.

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, we have made the following value conclusion:

The Current, As Is Market Value of Entire Subject Property
as of March 18, 2021, is:
One Million Seven Hundred Fifty-Five Thousand Dollars
$1,755,000

The above value includes the value of the subject parcel, at $1,725,000 and the contributing value of the billboard, $30,000.

Please reference Page 7 of this report for important information regarding the Limiting Conditions and Assumptions; Page 10 for Extraordinary Assumptions, and Page 15 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. We have performed prior appraisal services regarding the subject property on October 17, 2017. No other services have been performed regarding the subject within the previous three years of the appraisal date.

A Note on the Current COVID-19 Situation:
The United States is in the midst of a national health pandemic caused by COVID-19 (coronavirus). In the short-term, financial markets and global economy have experienced significant volatility and turmoil. The Federal Reserve's response to the pandemic has been swift, including significant reductions to interest rates and an historic stimulus package to combat the market uncertainty. The full impact to the real estate market is not yet fully understood. The initial high-demand of mortgage refinancing due to historically low interest rates has tapered off due to tightening credit and loan to value requirements.

Initially an effort to avoid face-to-face contact which could fuel the spread of the virus, transaction volume showed significant slow-down. Broker interviews illustrate a confidence in the market, but recognize the temporary pause that happened. Long-term changes are still speculative at this point. Not all property types were impacted equally. This situation is unprecedented and there is little empirical evidence to support or extrapolate what the impact to market values may or may not be as a result of this pandemic. The following analysis relies on the data that is available. This includes industry experts, macro-economic data, and information from interviews and surveys conducted by our firm and our colleagues of local market participants. A discussion of our findings will be included in the market analysis.

This appraisal is intended for the use of our client, Mrs. Lori Chabot, Redevelopment Specialist, with the City of Cocoa, and is intended only for use by them in estimating the market value of the Fee Simple estate of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter.

Respectfully submitted,
Tuttle-Armfield-Wagner Appraisal & Research, Inc.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Angelia Diane Coleman
Cert Res RD8404

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Summary of Important Facts and Conclusions

GENERAL	
Subject:	Vacant Commercial Land SW Corner of Florida Avenue and Rosa L. Jones Drive Cocoa, FL 32922
Owner:	The City of Cocoa
Tax Identification:	24-36-33-80-23 and 24-36-33-00-755.
Effective Date of Value:	March 18, 2021
Date of Report:	April 9, 2021
Intended Use:	The client will rely upon this appraisal to assist in evaluating the property and regarding asset valuation.
Intended Users:	The Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.
PROPERTY	
Gross Land Area:	4.932 acres; 214,838 square feet
Zoning:	"CC" Core Commercial, by City of Cocoa - 24-36-33-80-23 "RMU" Redevelopment Mixed Use – Rockledge – 24-36-33-00-755
H&BU of the Site:	The H&BU of the subject is for multi-family development.
VALUE INDICATION	
Value Type:	As Is Market Value
Effective Date:	March 18, 2021
Value Conclusion:	$1,755,000 *The value includes the value of the subject parcel, at $1,725,000 and the contributing value of the billboard, $30,000.*
Property Rights	Fee Simple

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.

4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.

5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.

7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.

8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.

9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.

14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).

15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.

16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

1 We were not provided with a Phase I environmental audit regarding any potential hazardous materials which may impact the subject property. Our value estimate assumes that no contamination or other issues adversely impact the subject property. (We noted some dumping on-site and assume no adverse impacts from such.)

2. We were not provided with a current title search of the subject property. It is our assumption that there are no title issues, easements or restrictions that would adversely impact development of the subject property to its highest and best use.

3. No archaeological or historical resources report was provided for our review. We assume that no archaeological or historical resources have been documented on the subject property which would adversely impact development of the site.

4. The subject contains 0.61 acres of land zoned RMU, Redevelopment Mixed Use in the City of Rockledge. This zoning classification allows for high density multi-family development up to 25 units per acre with density bonuses. City of Cocoa CC zoning for the remainder of the parcel allows for a density of 25 units per acre. We employ the extraordinary assumption that a development of the property would be able to utilize the density credit for both land parcels, a total of 4.932 acres x 25 units per acre for a total of 123 achievable units. Further, we note that there are projects within Brevard County that are physically achieving a similar or higher density. Thus, with the information currently available we assume 123 units are legally and physically possible. If at a later date it is determined that 123 units are not either legally allowable or physically possible, it could have a significant impact on the value conclusion. Alternatively, if changes to the zoning restrictions or requirements are made that would allow for higher density, that also could have a significant impact to future value.

Identification of Subject

The subject represents a vacant 4.932-acre parcel of commercial/mixed-use zoned land located at the southwest corner of Florida Avenue and Rosa L. Jones Drive. The majority of the site is within the incorporated city limits of Cocoa. A portion of the property located at the southwest corner is within the City of Rockledge. The subject was previously utilized as a mobile home park. All of the mobile homes have been removed. The western portion of the subject property supports three billboards which are currently leased to LAMAR. The property is described in greater detail in subsequent sections of the appraisal.

Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate, effective March 18, 2021. Market Value and "Fee Simple" interest is defined in the Addendum.

Client

This appraisal report has been prepared for:

Mrs. Lori Chabot
Redevelopment Specialist
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Intended Use and User of Appraisal

The Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

The client will rely upon this appraisal to assist in determining the market value of the subject for internal decision marking. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Owner of Record and Sales History

The current owner of the subject property is:

City of Cocoa
65 Stone Street
Cocoa, FL 32922

The subject property was purchased by the current property owner from Winona Holdings LLC on February 25, 2016, for a recorded purchase price of $800,000. The transaction was recorded via Special Warranty Deed in ORB 7558, Page 1881, Public Records of Brevard County, Florida.

We interviewed Mrs. Chabot regarding possible interest in the property. She mentioned that the Cottages at Cocoa Village developers, a townhome community northeast of the subject, were interested in purchasing the subject for more townhome development. However, the City of Cocoa wants to develop the site to its highest and best use.

There are no known listings or current contracts encumbering the subject property at this time.

Existing Leases, Rentals, or Use Agreements

The subject property has three billboards located on the U.S. One fronting portion of the land which are currently leased to LAMAR. This lease will be discussed in detail later in the report.

Legal Description

The following Legal Description of the subject property was obtained via a survey prepared by RM Packard prepared on February 12, 2016. According to the survey, the subject property comprises 4.932 acres.



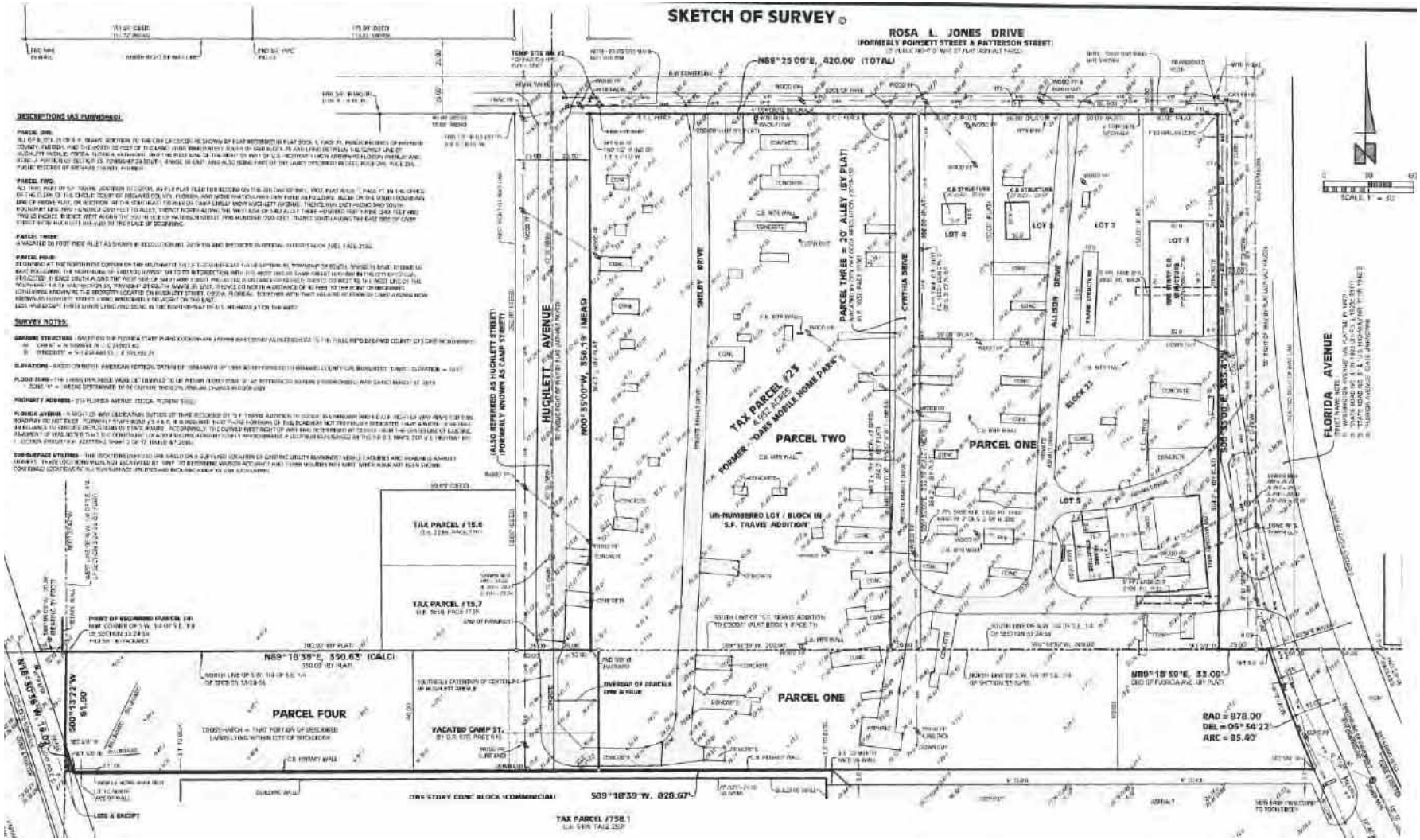
DESCRIPTIONS (AS FURNISHED):

PARCEL ONE:
ALL OF BLOCK 23 OF S. F. TRAVIS' ADDITION TO THE CITY OF COCOA AS SHOWN BY PLAT RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE NORTH 80 FEET OF THE LAND LYING IMMEDIATELY SOUTH OF SAID BLOCK 23 AND LYING BETWEEN THE CENTER LINE OF HUGHLETT AVENUE, COCOA, FLORIDA, EXTENDED, AND THE WEST LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 1 (NOW KNOWN AS FLORIDA AVENUE) AND BEING A PORTION OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AND ALSO BEING PART OF THE LANDS DESCRIBED IN DEED BOOK 289, PAGE 255, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL TWO:
ALL THAT PART OF S.F. TRAVIS' ADDITION TO COCOA, AS PER PLAT FILED FOR RECORD ON THE 4TH DAY OF MAY, 1907, PLAT BOOK 1, PAGE 71, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BREVARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN ON THE SOUTH BOUNDARY LINE OF ABOVE PLAT, OR ADDITION, AT THE SOUTHEAST CORNER OF CAMP STREET (NOW HUGHLETT AVENUE), THENCE RUN EAST ALONG SAID SOUTH BOUNDARY LINE TWO HUNDRED (200) FEET TO ALLEY, THENCE NORTH ALONG THE WEST LINE OF SAID ALLEY THREE HUNDRED FORTY-NINE (349) FEET AND TWO (2) INCHES, THENCE WEST ALONG THE SOUTH SIDE OF PATERSON STREET TWO HUNDRED (200) FEET, THENCE SOUTH ALONG THE EAST SIDE OF CAMP STREET (NOW HUGHLETT AVENUE) TO THE PLACE OF BEGINNING.

PARCEL THREE:
A VACATED 20 FOOT WIDE ALLEY AS SHOWN IN RESOLUTION NO. 2013-136 AND RECORDED IN OFFICIAL RECORDS BOOK 7032, PAGE 2196.

PARCEL FOUR:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE GO EAST FOLLOWING THE NORTH LINE OF SAID SOUTHWEST 1/4 TO ITS INTERSECTION WITH THE WEST LINE OF CAMP STREET LOCATED IN THE CITY OF COCOA, PROJECTED; THENCE SOUTH ALONG THE WEST SIDE OF SAID CAMP STREET PROJECTED A DISTANCE OF 80 FEET; THENCE GO WEST TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE GO NORTH A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING. (OTHERWISE KNOWN AS THE PROPERTY LOCATED ON HUGHLETT STREET, COCOA, FLORIDA). TOGETHER WITH THAT VACATED PORTION OF CAMP AVENUE NOW KNOWN AS HUGHLETT STREET, LYING IMMEDIATELY ADJACENT ON THE EAST.
LESS AND EXCEPT THOSE LANDS LYING AND BEING IN THE RIGHT-OF-WAY OF U.S. HIGHWAY #1 ON THE WEST.


SKETCH OF SURVEY
ROSA L. JONES DRIVE
(FORMERLY POINSETT STREET & PATTERSON STREET)
N89° 25' 00"E, 420.00' (TOTAL)
DESCRIPTIONS (AS FURNISHED):
SURVEY NOTES:
HUGHLETT AVENUE
(ALSO REFERRED AS HUGHLETT STREET)
(FORMERLY KNOWN AS CAMP STREET)
N00°35'00"W, 358.19' (MEAS)
SHELBY DRIVE
CYNTHIA DRIVE
ALLISON DRIVE
PARCEL THREE
20' ALLEY (BY PLAT)
TAX PARCEL #23
& PART NUMBER
FORMER "OAKS MOBILE HOME PARK"
PARCEL TWO
PARCEL ONE
UN-NUMBERED LOT / BLOCK IN
"S.F. TRAVIS' ADDITION"
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
BLOCK 23
FLORIDA AVENUE
TAX PARCEL #15.8
TAX PARCEL #15.7
POINT OF BEGINNING PARCEL (A):
NW CORNER OF S.W. 1/4 OF S.E. 1/4
OF SECTION 33-24-S-N
N89°18'59"E, 350.63' (CALC)
350.00' (BY PLAT)
NORTH LINE OF S.W. 1/4 OF S.E. 1/4
OF SECTION 33-24-S-N
PARCEL FOUR
CROSS-HATCH = THAT PORTION OF DESCRIBED
LANDS LYING WITHIN CITY OF MICANOPY
VACATED CAMP ST.
(BY O.R. 670, PAGE 619)
OVERLAP OF PARCEL
ONE & FOUR
SOUTH LINE OF S.W. 1/4 OF S.E. 1/4
OF SECTION 33-24-S-N
N89°18'59"E, 33.08'
END OF FLORIDA AVE. (BY PLAT)
RAD = 878.00'
DEL = 05° 54' 22"
ARC = 85.40'
ONE STORY CONC BLOCK (COMMERCIAL)
S89°18'59"W, 828.67'
TAX PARCEL #758.1
LESS & EXCEPT
SCALE: 1" = 30'

Plat Map



Above map intended for description purposes only. Not a survey. Map layers may not precisely align. Source - Brevard County Property Appraiser

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

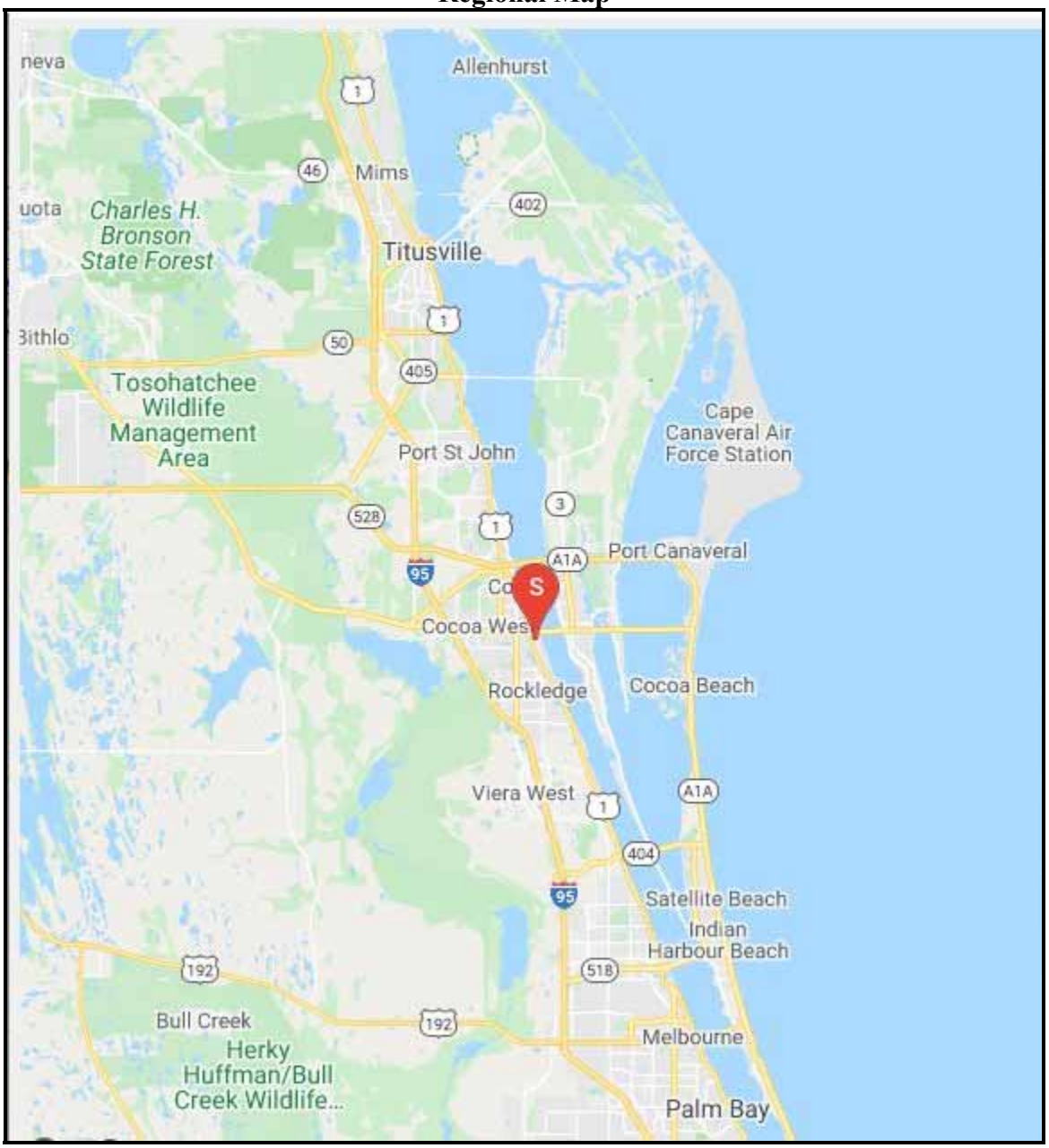
- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.
Property Identification:	The subject has been identified by the assessors' parcel numbers and legal description.
Inspection:	An inspection of the subject property has been made, with photographs.
Zoning:	A review of zoning and applicable land use controls has been made.
Market Area and Analysis of Market Conditions:	The subject marketing area and surrounding neighborhoods within Brevard County were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends are presented.
Highest and Best Use Analysis:	An 'As Vacant' H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.

Data Collection/Verification:	The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, Xceligent, CoStar, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.
Valuation Analyses	
Cost Approach:	A cost approach was not applied as the subject is vacant land, and this method does not accurately reflect market participant actions.
Sales Comparison Approach:	A sales comparison approach was applied, there is adequate data to develop a value estimate, and this approach would be considered by most market participants for this property type.
Income Approach:	An income approach was not applied as the subject is vacant land, and this method does not accurately reflect market participant actions. The Income Approach was also utilized in the analysis of the billboard income.
Comments	The employed methods and level of analysis provide a credible value conclusion for the subject property.
Competency Comment:	The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Location Map

Regional Map



Neighborhood Analysis

Neighborhood Boundaries

The subject is located in the City of Cocoa. The subject's market area is generally defined as a low-density mixed-use area that includes lands within the City of Cocoa and areas of unincorporated Brevard County. The market area is primarily an industrial and residential area, though there are scattered commercial uses located mainly along West King Street (SR 520), with a cluster of intense commercial uses near the I-95 interchange.

Market Area Boundaries

For purposes of this analysis, the subject's neighborhood is best defined as the general area bordered by the Merritt Island Causeway to the north, (Highway 520), Barton Boulevard to the south, the Indian River to the east and Fiske Boulevard to the west. The subject's market area encompasses an approximate five-mile radius from the subject, which is situated at the northern portion of this area.

This area is approximately 75% developed. Land uses vary and include retail commercial, offices, industrial uses, and a mix of single and multifamily residential developments. Existing commercial development is primarily located along the major traffic arteries of U.S. Highway One (Rockledge Boulevard), Barton Boulevard, and Fiske Boulevard, with newer developments emerging along Murrell Road and along Barnes Boulevard (west of Murrell).

Market Area and Property Characteristics

The subject is located at the southwestern edge of Cocoa Village, a destination shopping and entertainment district that was the original downtown area for the City of Cocoa. When Cocoa Village was built in the 1890s to 1920s, it represented the first concentrated commercial development in central Brevard. Like many similar areas, this sector went through a period of decline during the "suburbanizing" trend of the 1950s and 1960s. However, private and government initiatives that started in 1975 caused significant revitalization.

Under Cocoa Village's Redevelopment Committee, the area has undergone considerable infrastructure improvements such as street lighting, street repairs, landscaping, brick-paved walks, parks, and municipal parking lots. Many of the older buildings have received facelifts and upgrades. The setting is now geared more toward pedestrians rather than drive-through traffic.

Several cultural events are held in Cocoa Village each year, along with local productions at the Cocoa Village Playhouse. The Historic Cocoa Village Merchants Association has worked over the past few years to bring the historic village to a wider audience's attention. The merchant's association has worked with partners in the tourism industry and the local community to bring tourist groups and buses to the Village for shopping, especially from the cruise ships at Port Canaveral and Central Florida retirement communities like The Villages. The community also provides events such as Central Florida Car Show, Craft Fairs, and an annual Chili Cook-off.

Cocoa Village has earned a reputation as an art community with many art stores and antique stores located in the village. The restaurant business is also an influence within the Village.

There are several small restaurants that cater to quality dining. In addition to retail uses in Cocoa Village, several office buildings are single-user and multi-tenant, including the City of Cocoa municipal complex. In addition, the City of Cocoa also built a new City Hall in the Cocoa Village area.

Overall, the occupancy of properties within this district is high, and Cocoa Village continues to positively influence the neighborhood.

Support Facilities:
Support facilities are located in close proximity to the neighborhood. Rockledge Regional Medical Center and Cape Canaveral Hospital are major medical facilities within Central Brevard County. Rockledge Regional Medical Center is located about ¾ miles south of the neighborhood on the east side of US One. Cape Canaveral Hospital is located about six miles northeast of the neighborhood on the north side of SR 520, although this property will be relocating to Merritt Island.

The Cocoa Campus of Eastern Florida State College (formerly Brevard Community College) and the University of Central Florida's Cocoa Campus are located approximately three miles to the subject's northwest.

Major shopping areas are located on Merritt Island, approximately three miles east of the subject along SR 520. Merritt Square Mall, a 1,200,000 square foot regional mall, is located in this area, as well as major restaurants, big-box retailers, auto dealers, etc. Merritt Island provides the major shopping area for central Brevard County.

Cocoa Beach is nine miles east of the market area at the eastern terminus of SR 520. This area has extensive public beaches. It is a tourist area and, as such, has numerous restaurants, nightclubs, and shops.

Port Canaveral is located approximately twelve miles northeast of the market area. Port Canaveral is the second largest port in terms of cruise passengers. Disney has several cruise ships operating out of the port, joining several other cruise lines already established.

Commercial Development
Proposed Eight-Story Hotel, Cocoa Village



Plans for an eight-story hotel were approved to move forward in October 2020 in Downtown Cocoa Village. The project has been in negotiations for the past two years. Negotiations for the hotel have been long, primarily due to concern over the project's height, which is three stories higher than the former zoning allowed, which has since been amended to allow height over five stories with the approval of the city. There were also local resident concerns to be addressed. Surrounding residents were concerned that the presence of such a large hotel would ruin the small-town charm of Cocoa Village.

The proposed 107- room hotel will replace the former City hall on Brevard Avenue in south Cocoa Village and feature a rooftop bar, retail space, and a parking garage. As of October 2020, it is unclear who will occupy the hotel, but there has been communication with Hilton to franchise the hotel. However, no agreement has been formally reached.

Residential Development

River Oriented Homes/Condominiums:
Land uses along the Indian River on either side of SR 520 are commercial in nature. However, the rest of the riverfront is devoted to multi-family projects and large homes. Although a number of new custom homes are noted, most dwellings were built in the early 1900s and have been extensively renovated—the lack of vacant land limits future development.

Riverfront condominium development includes Whitley Bay, Whitley Bay West, 21 Riverside Drive, Riverside Landing Condominium, and Oleander Point. These high-rise condos have been built over the past 20 years.

Interior Residential Area:
The residential area between US1 and Florida Avenue is mainly comprised of homes and apartments built between 1920 and 1960. Most dwellings are modest in size and price.

The City of Cocoa's Future Land Use Plan once targeted this area for commercial development. This action was challenged by the residents and eventually overturned by the District Court. Per agreement between the court and the City, the majority of the area is now designated as a low to medium-density residential neighborhood. Maintenance levels are mixed, and there has been little if any new development since the 1960s.

Following is an aerial photo of the subject's immediate area with 2020 sales data as reported by the Brevard County Property Appraiser's office (not verified). It is evident that the subject is in an area of mixed-use of residential, service, and retail. This immediate area has limited resales of residential housing. Many of the lower-priced sales were vacant land purchases. The residential properties situated to the east are condominiums along the river, which sell for a premium.

Following is a recap of the Brevard County Residential stats as for February 2021:

- **Closed Sales are up +22.7%** for February 2021, in which the number of units closed was 853 compared to 695 in February 2020, with an **increase in cash sales of +34.9%**.
- **New Pending Sales are up +1.7%**, and New Listings are down -7.8%.
- **The Median Sales Price for Brevard Single Family homes is up +10.8%** to $274,720 compared to a year ago, which was $248,000.
- **Months Supply of Inventory is down -57.7%** to 1.1 months, a decrease from 2.6 months in February 2020.
- **Traditional Sales are up +26.1%**, with a median sales price of $275,000.
- **Foreclosure/REO Sales are down -81.8%**, with 4 closed sales and a median sales price of $213,000.
- **Short Sale Closings are up +33.3%** with 4 closed sales and a median sales price of $230,400.

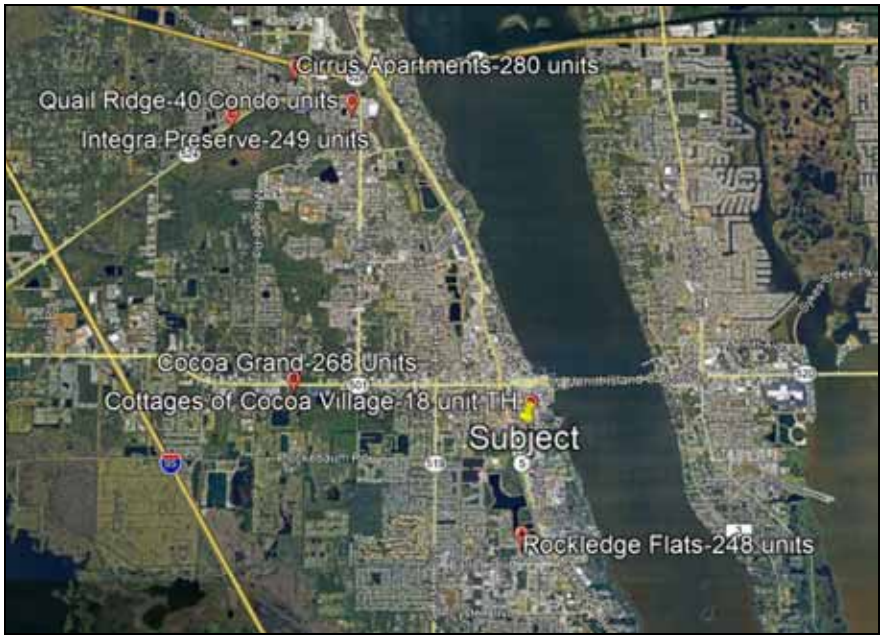


Brevard County Recap of Townhouses/Condos stats for February 2021:

- **Closed Sales are up +21.9%** for February 2021, in which the number of units closed was 256 compared to 210 in February 2020, with an **increase in cash sales of +49.4%**.
- **New Pending Sales are up +22.0%**, and New Listings are up +6.2%.
- **Median Sales Price for Townhomes/Condos is down -2.7%** to $205,000 compared to a year ago, which was $210,750.
- **Months Supply of Inventory is down -45.5%** to 1.8 months in February 2021 from 3.3 months in February 2020.
- **Traditional Sales are up +23.7%**, with a median sales price of $205,000.
- **Foreclosure/REO Sales are down** with 0 closed sales compared to 3 closed sales in February 2020.
- **Short Sale Closings are unchanged,** with 0 closed sales in February 2021 and 0 closed sales in February 2020.

Multi-Family Development

New Construction



- Cottages of Cocoa Village was formerly a funeral home located on the northeast corner of Rosa L. Jones and Florida Avenue. In 2017, a developer purchased the site for the development of 8-10 townhomes and retail. However, the site was eventually permitted for 18 townhome units. The site is currently being developed with multi-level townhome units that will range between 1,200 SF to 2,150 SF and base prices starting at $249,900 for the smaller units and $329,900 for a larger unit.

  Each unit will have a two-car garage with the option to add an elevator or a rooftop terrace; these additional amenities start from $25,000 to $28,900. As of March 2021, the project is under construction, and there were no recorded sales. According to a representative at the City of Cocoa, this project is developing slower than what is typically seen in the market.

- Rockledge Flats is a 247-unit apartment complex that will sit on 10 acres of redevelopment land on the east end of Barton Boulevard. The site was once a large shopping center. Hutton, the developer, owned the shopping center and decided to redevelop a large portion of the center into multi-family. The apartments are expected to be high-quality finishes with amenities such as a 5,000 square foot clubhouse and pool. Unit delivery is expected to begin in early 2021, and the project is anticipated to be completed by the fall of 2021.

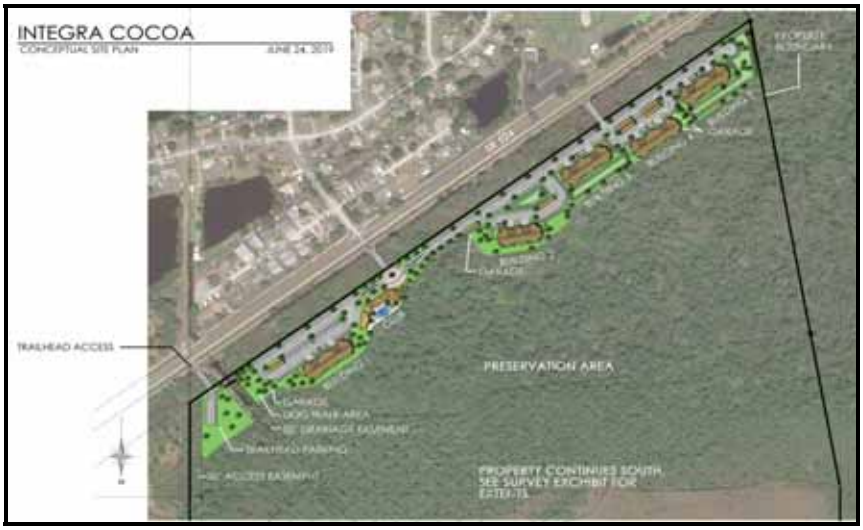
  The project is considered a Class A project located near Cape Canaveral and Port Canaveral, key employers in the area. The site is near popular shopping and recreation areas such as the Historic Cocoa Village entertainment area, three miles northeast. Barton Park is adjacent to the project. The park is a 110-acre recreational area that provides hiking trails, fishing, playgrounds, and a wildlife preserve.



Source: Florida Today

- Cocoa Grand is a 268-unit apartment complex under construction in Cocoa. The project is located on the south side of W. King Street (SR 520) and just east of Range Road. Trimback Construction, an Alabama-based contractor, is developing the project. The development is anticipated to cost $50.9 million to complete and feature one-to-three-bedroom units and offer amenities. As of March 2021, online marketing has not started, and few details on the project have been announced.

- Integra Preserve is a proposed 248-unit apartment complex located at the east end of SR 524 west of East Industry Road. The proposed project will be luxury apartments with enhanced public access to trails in the Cocoa Conservation Area that adjoins the project along the southern border. This project will be developed in one phase. The project amenities will include a clubhouse, pool and recreational areas, fitness center, and business center. What makes this project stand out is the installation of electric car charging stations and trailhead access. According to the developer's recorded Development Plan, it provides a lighted public parking area with an informational kiosk at the trailhead.



- Quail Ridge is a proposed three-story, 40 unit condominium project just south of SR 524 on Otterbein Avenue in Cocoa. Proposed unit sizes range between 971 square feet to 1,056 square feet with two bedrooms and two bathrooms. Since this project is still in the early phases of development, no marketing has started, few details have been released, and no timeline to complete has been established.

- Cirrus Apartments is a redevelopment site of the former Winn-Dixie retail center on the southwest corner of SR 524 and East Industry Drive in Cocoa. The proposed project is two four-story buildings with 280 units. The project is expected to start construction in May of 2021, with the first units coming online in May 2022. The developer anticipates the project to be completed by November 2022 at an estimated cost of $60 million

  The units will be upper-end units, ranging between 521 square feet for studio apartments up to 1,483 square feet for three-bedroom units. Although rental prices have not been determined, the developer anticipates mid-size units to rent for $1,500 per month. Indoor garage parking will also be available to residents for an additional monthly charge. The developer is targeting potential renters in the space industry that want to live close to work.

  According to a recent article published by Florida Today on February 20, 2021, Cirrus will include the following:

  - 20 studio apartments.
  - 133 one-bedroom apartments.
  - 108 two-bedroom apartments.
  - 19 three-bedroom apartments.
  - Two courtyards with a pool.
  - A grilling area.
  - Outdoor gathering areas.
  - A four-story clubhouse.
  - Major Tom's Lounge, a rooftop lounge/launch viewing area.
  - A dog park, with separate sections for large and small dogs.
  - A walking trail around a pond/wetland.



Source: Florida Today

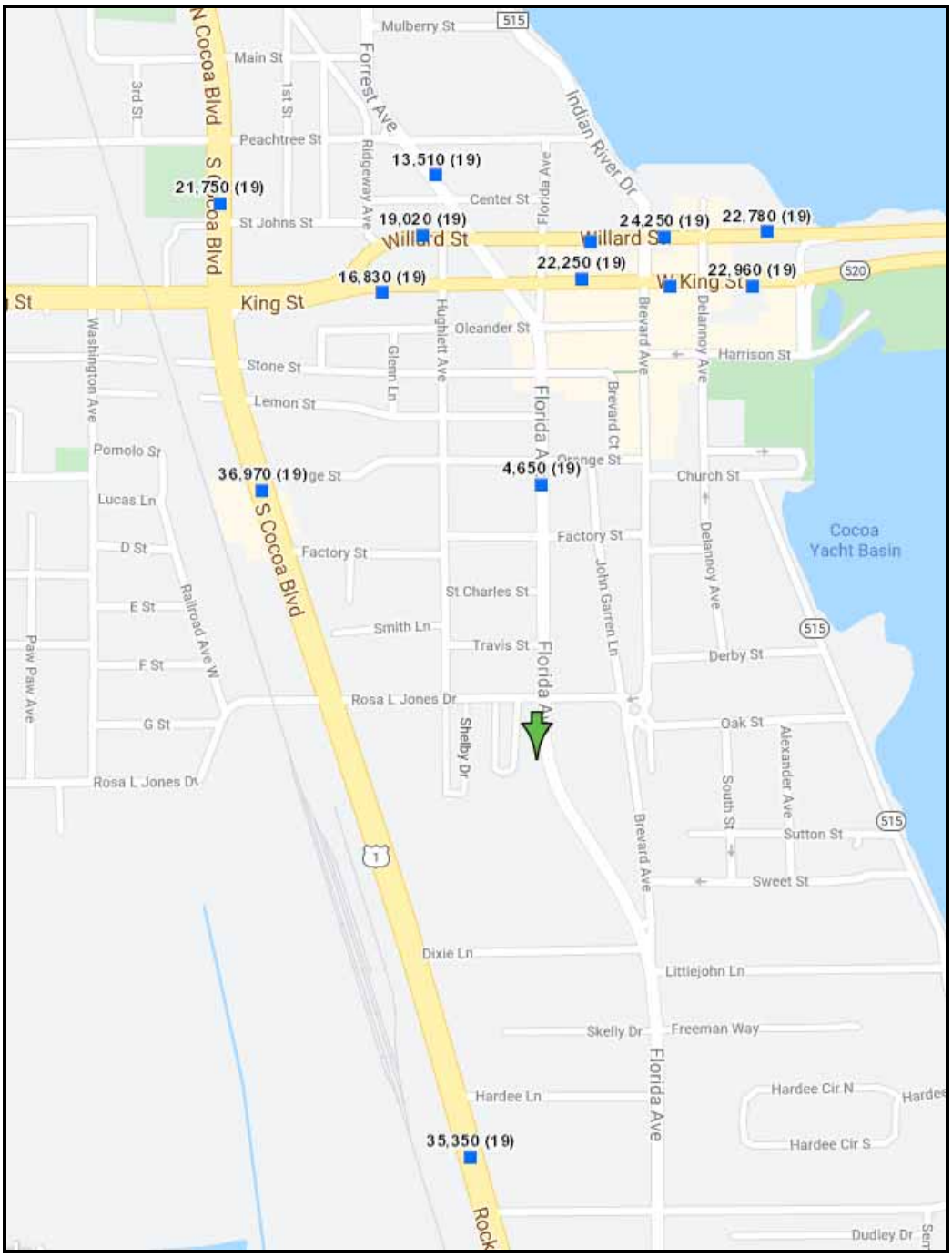
Transportation and Access:
Interstate 95 - Interstate 95 is an arterial highway that traverses the east coast of the United States from Maine southward to south Florida. This road also serves as a commuter route for local traffic to/from Palm Bay. There are currently sixteen interchanges serving Brevard County and two exits in Cocoa.

The area is accessed via SR 520 and U.S. Highway One. In the subject's market area, SR 520 is a divided highway (two one-way sections). It is a major east/west road within central Brevard County. It connects Cocoa Beach and Merritt Island to the east with Interstate 95 to the west and continues westward into Orlando. The subject benefits from frontage along both one-way sections, King Street and Willard Avenue.

US One is a main connector serving local north/south traffic through the county. It connects Titusville to the north and Melbourne/Palm Bay to the south, continuing on along the east coast of the United States. Over the past few years, a US One road widening project has expanded US 1 to six lanes in the subject's market area. This project is continuing north of SR 520 up to SR 528.

Traffic Count Map

A traffic count map for roadways in the area is located below. Florida Avenue has a traffic count of 4,650 vehicles daily a short distance north of the subject in the subject's area. The subject also has somewhat limited exposure from US Highway 1, with a traffic count of 35,050 vehicles per day a short distance south of the subject.



Summary

The neighborhood is exceptionally diverse in terms of land use. The US One corridor and Cocoa Village are very different commercial sectors. Cocoa Village is a trendy revitalized area made up of small specialty shops, restaurants, offices, financial institutions, and newer multi-family development.

The Historic Cocoa Village Merchants Association has worked over the past few years to bring the historic village to a wider audience's attention. Along with being a focal point for the City of Cocoa, it is also a great asset.

The US One corridor is comprised of low-intensity retail, wholesale, and service businesses. Although US One is a major thoroughfare, much of the traffic is commuter rather than customer-oriented. The result is less than ideal occupancy levels and mixed maintenance.

Residential sectors are also very different. River-oriented housing is generally well maintained and has a high predominant value. Conversely, dwellings in the interior area are modest in size and price with mixed maintenance levels.

Overall, the market area is stable. No adverse market area conditions are known to exist, nor were any observed, that would tend to preclude or severely limit subject utilization according to its highest and best use as determined herein.

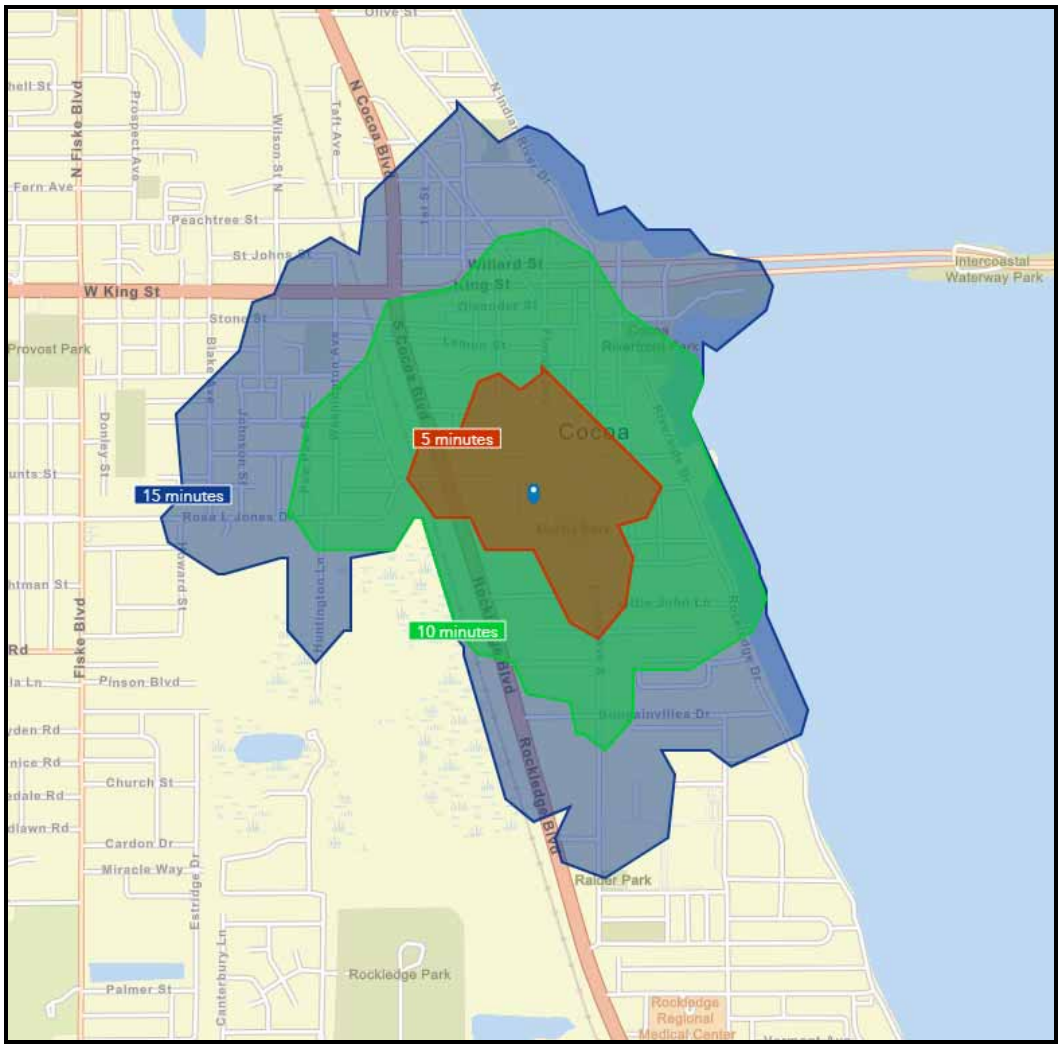
In comparison to other areas in the region, the market area is rated as follows:

MARKET AREA ATTRIBUTE RATINGS	
Highway Access	Good
Demand Generators	Good
Convenience to other supporting land uses	Above Average
Convenience to Public Transportation	Average
Employment Stability	Average
Police and Fire Protection	Average
General Appearance of Properties	Above Average
Appeal to Market	Good
Prices/Value Trend	Increasing for Residential Increasing for Commercial Increasing for Industrial

Demographics

For demographic data, we have included a detailed analysis of ESRI's neighborhood, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by the U.S. Bureau of the Census, 2010 Census of Population and Housing. ESRI then makes credible forecasts for 2020 and 2025. Due to the geographical factors presented by the Indian River Lagoon, the most appropriate study areas are 5-, 10-, and 15-minute walk times.

Population and income information for the five, ten, and fifteen-minute walk times are shown on the following tables. All three study areas have slight increases forecast for population levels; the median home value within the 5-minute walk time is $358,333. The median household income within the 5-minute walk time is $71,023.



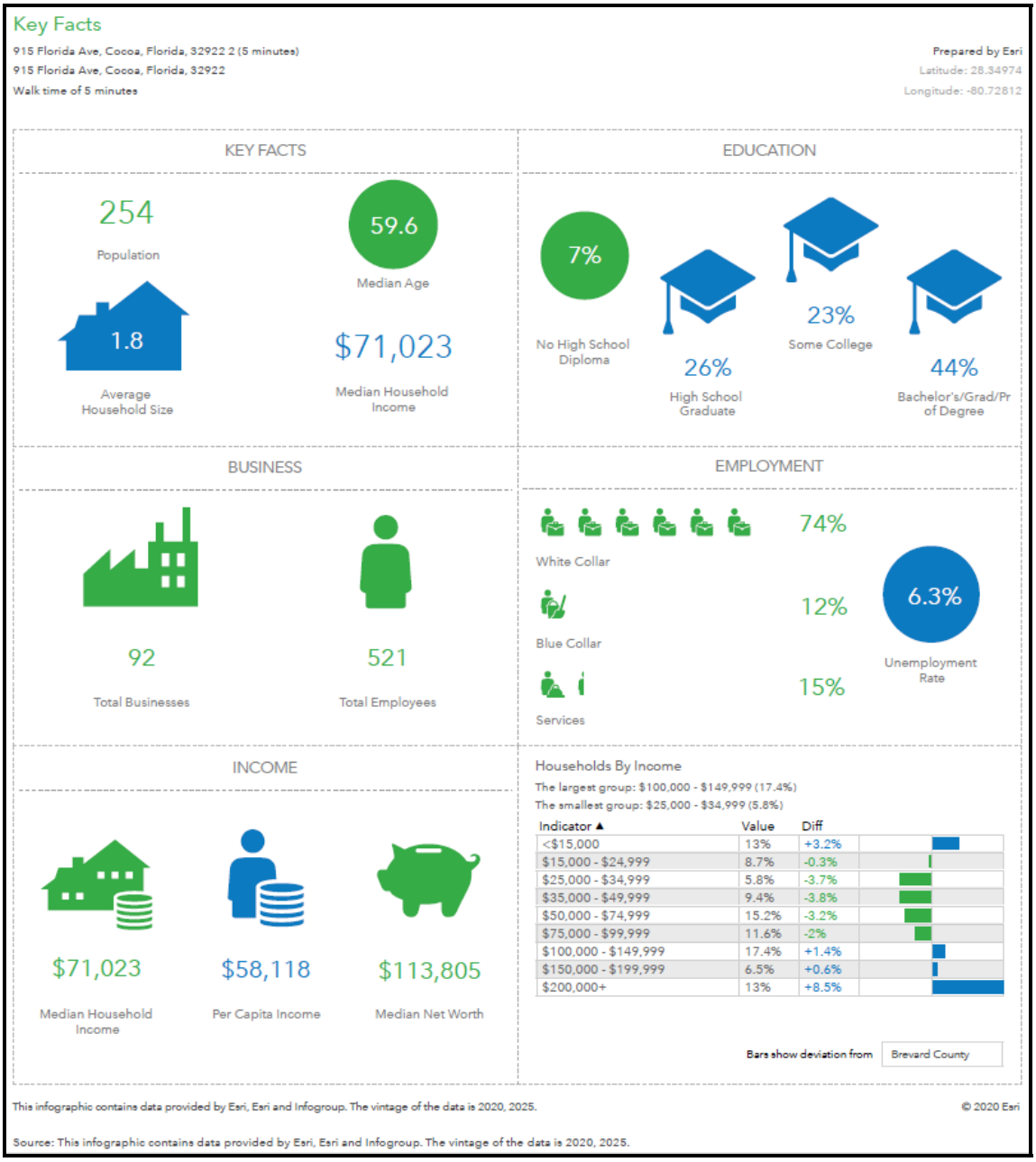
Community Profile

915 Florida Ave, Cocoa, Florida, 32922 2
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	5 minutes	10 minutes	15 minutes
Population Summary			
2000 Total Population	240	1,392	2,560
2010 Total Population	241	1,276	2,270
2020 Total Population	254	1,375	2,461
2020 Group Quarters	0	0	0
2025 Total Population	262	1,428	2,564
2020-2025 Annual Rate	0.62%	0.76%	0.82%
2020 Total Daytime Population	474	2,414	4,265
Workers	340	1,563	2,714
Residents	134	851	1,551
Household Summary			
2000 Households	133	629	1,189
2000 Average Household Size	1.80	2.18	2.13
2010 Households	132	592	1,075
2010 Average Household Size	1.83	2.16	2.11
2020 Households	138	628	1,147
2020 Average Household Size	1.84	2.19	2.14
2025 Households	142	648	1,187
2025 Average Household Size	1.85	2.20	2.16
2020-2025 Annual Rate	0.57%	0.63%	0.69%
2010 Families	61	299	544
2010 Average Family Size	2.44	2.84	2.82
2020 Families	62	311	570
2020 Average Family Size	2.48	2.90	2.88
2025 Families	64	319	587
2025 Average Family Size	2.48	2.93	2.90
2020-2025 Annual Rate	0.64%	0.51%	0.59%
Housing Unit Summary			
2000 Housing Units	166	760	1,405
Owner Occupied Housing Units	41.6%	41.2%	39.5%
Renter Occupied Housing Units	38.6%	41.6%	45.1%
Vacant Housing Units	19.9%	17.2%	15.4%
2010 Housing Units	177	727	1,295
Owner Occupied Housing Units	40.7%	44.3%	42.5%
Renter Occupied Housing Units	33.9%	37.1%	40.5%
Vacant Housing Units	25.4%	18.6%	17.0%
2020 Housing Units	182	757	1,357
Owner Occupied Housing Units	41.2%	44.4%	42.5%
Renter Occupied Housing Units	34.6%	38.6%	42.0%
Vacant Housing Units	24.2%	17.0%	15.5%
2025 Housing Units	186	779	1,399
Owner Occupied Housing Units	43.5%	45.4%	43.5%
Renter Occupied Housing Units	32.8%	37.7%	41.3%
Vacant Housing Units	23.7%	16.8%	15.2%
Median Household Income			
2020	$71,023	$57,756	$51,069
2025	$79,416	$61,265	$54,030
Median Home Value			
2020	$358,333	$317,544	$314,216
2025	$390,909	$371,014	$363,934
Per Capita Income			
2020	$58,118	$45,269	$41,609
2025	$66,098	$49,326	$45,694
Median Age			
2010	55.5	50.5	49.1
2020	59.6	53.7	51.8
2025	63.5	54.6	51.2

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.


Key Facts
915 Florida Ave, Cocoa, Florida, 32922 2 (5 minutes)
915 Florida Ave, Cocoa, Florida, 32922
Walk time of 5 minutes
Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812
KEY FACTS
254
Population
59.6
Median Age
1.8
Average Household Size
$71,023
Median Household Income
EDUCATION
7%
No High School Diploma
26%
High School Graduate
23%
Some College
44%
Bachelor's/Grad/Pr of Degree
BUSINESS
92
Total Businesses
521
Total Employees
EMPLOYMENT
74%
White Collar
12%
Blue Collar
15%
Services
6.3%
Unemployment Rate
INCOME
$71,023
Median Household Income
$58,118
Per Capita Income
$113,805
Median Net Worth
Households By Income
The largest group: $100,000 - $149,999 (17.4%)
The smallest group: $25,000 - $34,999 (5.8%)
Indicator ▲ Value Diff
<$15,000 13% +3.2%
$15,000 - $24,999 8.7% -0.3%
$25,000 - $34,999 5.8% -3.7%
$35,000 - $49,999 9.4% -3.8%
$50,000 - $74,999 15.2% -3.2%
$75,000 - $99,999 11.6% -2%
$100,000 - $149,999 17.4% +1.4%
$150,000 - $199,999 6.5% +0.6%
$200,000+ 13% +8.5%
Bars show deviation from Brevard County
This infographic contains data provided by Esri, Esri and Infogroup. The vintage of the data is 2020, 2025.
© 2020 Esri
Source: This infographic contains data provided by Esri, Esri and Infogroup. The vintage of the data is 2020, 2025.

Zoning and Land Use

Requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

Parcel # 24-36-33-80-23 (the main portion of the subject – which measures approximately 4.32 acres) is located in the City of Cocoa and is zoned "CC", Core Commercial. In addition, the subject is within the Cocoa Waterfront Overlay District.

Parcel # 24-36-33-00-755 (the 0.61-acre portion that fronts on U.S. One) is located in the City of Rockledge and is zoned "RMU", Redevelopment Mixed Use. The following is a description of the zoning districts and their intent, requirements and regulations

The provisions of the **"CC" Core Commercial** district are intended to apply to the core area as described in the city's adopted redevelopment plan, an area generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1. Uses are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses in areas located adjacent to and between major transportation corridors. The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family housing, office parks, village commercial, institutional uses, and significant open space areas. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development standards.

The main portion of the subject is located within the South End subdistrict of the Cocoa Waterfront Overlay district, which limits the development. The waterfront overlay district was adopted by the City of Cocoa in 2008 and most recently amended in 2020. The overlay addresses the design, scale, and appearance of development within the Cocoa Redevelopment Area.

The purpose of this Overlay is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area; this does limit the subjects permitted uses and allowable building types.

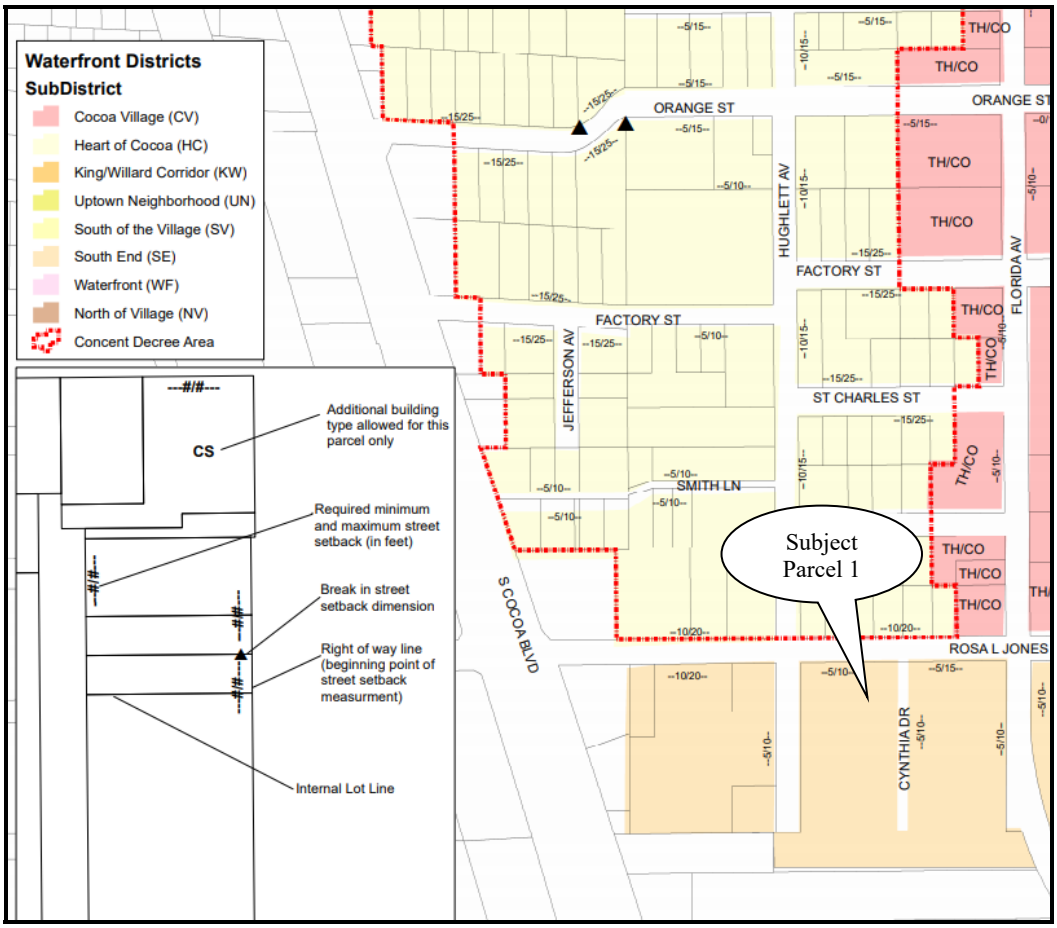
Principal uses under the overlay district include, but are not limited to, the following: Multi-family dwellings, Financial institutions, Hotel/motel, Public and private automobile parking, Personal service establishments, Private clubs and lodges, Offices- Dental clinics, medical offices laboratories, Business services, Restaurants, and Retail.

Prohibited uses under this zoning classification include but are not limited to: Manufacturing and industrial uses, Single-family homes and duplexes, Automotive repair establishments and automotive sales, Heavy commercial uses such as welding shops, paint and body shops, etc., and other uses not specifically or provisionally permitted herein, and any use not in keeping with the character of the district.

The allowable building types include but are not limited to the following: residential Cottages, Townhomes, Courtyard apartments, Apartment buildings, Institutional uses, Small or medium-size commercial and mixed uses. Building types not permitted are low-density residential and large-scale commercial.

The SE subdistrict development standards vary by building type. Development standards are in the addendum.

Waterfront/Subdistrict Map



The **"RMU" Redevelopment Mixed Use** district is intended to promote a downtown, urban, town center environment, giving a focal point for the city in locations deemed consistent with the comprehensive plan. The city's comprehensive plan shall govern percentages of uses.

Principal Uses under this zoning classification include but are not limited to:

Residential Uses:

Units may be single-family, multi-family, patio homes, garden apartments, or townhouses. The maximum density is fourteen (14) dwelling units per acre. The maximum allowable density is twenty-five (25) units per acre with density bonuses.

Non-Residential Uses:
Retail stores, sales and display rooms (no distribution or manufacturing); personal service establishments and administrative offices; eating and establishments; professional offices for medical doctors, dentists, lawyers, accountants, design or other professionals; etc.

Light Industrial Uses:
Light assembly and manufacturing; packaging; veterinarians; building trade contractors; etc.

The "RMU" development standards vary depending on use. However, there are minimum development standards for all sites within the "RMU". They are as follows:

Minimum development standards for all sites within the RMU:

(1) The style of architecture for development shall promote a unified theme, while allowing for varying sizes and types of individual structures, such as Historic Vernacular, Mediterranean, Colonial, etc. Garages must be placed behind the principal structures, unless they are incorporated within the structure, in which case the garage door must not face the primary street. The use of vernacular architectural elements such as porches, dormers, cupolas, and other such features shall be encouraged.

(2) Lot sizes for platted areas shall depend on type of residential dwellings.

(3) Landscaping shall consist of seventy (70) percent canopy material, which shall be at a height of six (6) feet clear trunk space at the time of planting. Landscaping may be clustered. The remaining thirty (30) percent shall be comprised of a mix of decorative plants, shrubs, groundcover. All open areas shall be sodded.

(4) Distance between buildings shall be the minimum necessary for fire access and safety, and in no case shall exceed ten (10) feet, except where required by the Fire Code.

(5) All utilities shall be located underground.

(6) Streets shall contain sidewalks, decorative and non-standard Florida Power & Light (FPL) street lights, street signs and other site amenities provided by the developer; such amenities shall be of a design acceptable to the city and approved by the city council.

(7) All vehicular access and parking areas shall be paved and contain curb and gutter.

(8) No new metal buildings may be constructed without finishing the front, sides and rear with stucco, finished concrete, or wood covering. This shall apply to expansions, as well.

(9) The use of thematic parking lot lighting and signage shall be required in public and private developments.

Comprehensive Land Use Plan

The City of Cocoa and the City of Rockledge have adopted a comprehensive land use or future land use plan in accordance with state regulations. The future land use plan for the City of Cocoa indicates that the subject's Parcel # 24-36-33-80-23 is located in an area designated for "Mixed Use." The future land use plan for the City of Rockledge indicates that the subject's Parcel # 24-36-33-00-755 is located in an area designated for "Redevelopment Mixed Use." Mixed-use in both cities is consistent with the existing zoning and supports commercial and multi-family development.

Zoning Summary

The subject is a commercially zoned parcel. Under the zoning and future land use, the subject can support commercial use or multi-family development. Maximum density under multi-family development would be 25 units per acre under both zoning classifications. Multi-family fits the character of the neighborhood, and it is reasonable to assume that high density multi-family would be a reasonable use of the property.

We interviewed Charlene Neuterman, Deputy Community Services Director on the potential density of the subject site. She indicated that the city is looking favorably to a high density development, that the maximum achievable density of 25 units per acre is reasonable, and that the city is looking to allow this density via high rise development, up to 8 stories. Considering the subject is 4.932 acres, this equates to 123 maximum achievable units. When considering if this is physically possible, we note that the Highline Apartments in Melbourne built in 2020 achieved 171 units in 8 stories, over 4.1 acres for a density of 41 per acre.

Since the subject falls within two municipalities, the development would require development approval through a joint development agreement or annexation into one of the municipalities.

Based on the survey provided for use in this analysis, it is noted that the front parcel, which is located in the City of Rockledge, only fronts along U.S. One for 19.02 feet. This appears to be insufficient frontage for legal access from this right of way. It cannot be determined whether legal access is available to the rear of the site from the Hughlett Avenue right of way. As such, it appears that the site located within the Rockledge boundaries may not conform with zoning requirements regarding sufficient access for independent development (if not attached to the adjoining parcel to the east). However, it is reasonable to conclude that this land area would attribute density to the overall project.

Thus, we conclude that the subject site currently could support a maximum of 123 units under current zoning restrictions and requirements. Any changes to the zoning density requirements that would allow for greater number of units could create value in the future.

Assessment and Taxes

REAL ESTATE ASSESSMENT AND TAXES	
Taxing Authority	The City of Cocoa
Assessment Year	2020
ASSESSED VALUES	

Assessment Comments: The subject is a municipally-owned property and is not responsible for Ad-Valorem or non-Ad-Valorem taxes. We note that the total assessed value of the combined property is $428,840, however, we do not believe this is representative of current market value.

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2020 taxes are paid in 2021) and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser.

Properties in Brevard County have assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad Valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services.

According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.

Delinquent Taxes: As of the date of the report, according to the Brevard County Tax Collector, there are no delinquent real estate taxes.

Cocoa, City of
65 Stone ST
Cocoa, FL 32922-7982

S F TRAVIS ADDN TO COCOA BLKS 15 & 23 LYING E OF HUGHLETT ST & PART OF SW 1/4 OF S
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	376,360	376,360	0	0.00
BREVARD LIBRARY DISTRICT	0.4264	376,360	376,360	0	0.00
BREVARD MOSQUITO CONTROL	0.1728	376,360	376,360	0	0.00
RECREATION DISTRICT 4 - MAINT	0.6346	376,360	376,360	0	0.00
TI-CO AIRPORT AUTHORITY	0.0000	376,360	376,360	0	0.00
SCHOOL - BY STATE LAW	3.6940	376,360	376,360	0	0.00
SCHOOL - BY LOCAL BOARD	0.7480	376,360	376,360	0	0.00
SCHOOL - CAPITAL OUTLAY	1.5000	376,360	376,360	0	0.00
CITY OF COCOA	5.9790	376,360	376,360	0	0.00
ST JOHNS RIVER WATER MGMT DST	0.2287	376,360	376,360	0	0.00
FLA INLAND NAVIGATION DIST	0.0320	376,360	376,360	0	0.00
ENV END LD/WTR LTD 05-24	0.0592	376,360	376,360	0	0.00
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	376,360	376,360	0	0.00

TOTAL MILLAGE	17.2198	AD VALOREM TAXES	$0.00

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$0.00

GOVERNMENT OWNED, UNDER MINIMUM 0 UNKNOWN

Cocoa, City of
65 Stone ST
Cocoa, FL 32922-7982

THAT PT OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 473 LYING W OF HUGHLETT ST

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	52,480	52,480	0	0.00
BREVARD LIBRARY DISTRICT	0.4264	52,480	52,480	0	0.00
BREVARD MOSQUITO CONTROL	0.1728	52,480	52,480	0	0.00
RECREATION DISTRICT 4 - MAINT	0.6346	52,480	52,480	0	0.00
TI-CO AIRPORT AUTHORITY	0.0000	52,480	52,480	0	0.00
SCHOOL - BY STATE LAW	3.6940	52,480	52,480	0	0.00
SCHOOL - BY LOCAL BOARD	0.7480	52,480	52,480	0	0.00
SCHOOL - CAPITAL OUTLAY	1.5000	52,480	52,480	0	0.00
CITY OF ROCKLEDGE	6.0500	52,480	52,480	0	0.00
ST JOHNS RIVER WATER MGMT DST	0.2287	52,480	52,480	0	0.00
FLA INLAND NAVIGATION DIST	0.0320	52,480	52,480	0	0.00
ENV END LD/WTR LTD 05-24	0.0592	52,480	52,480	0	0.00
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	52,480	52,480	0	0.00

TOTAL MILLAGE	17.2908	AD VALOREM TAXES	$0.00

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$0.00

AERIAL


TRAVIS ST
ROSA L JONES DR
FLORIDA AV
HUGHLETT AV
SHELBY DR
CYNTHIA DR
ALLISON DR
OAK PARK MHP
ROCKLEDGE BLVD
ROCKLEDGE BLVD
512.1
512
513
514
7.01
7.02
8.02
8.01
8
1.01
523
523.1
15
15.1
15.6
15.7
536
755
756
756.1
757
537
23

Property Description

Site Attributes

The site is located on the east side of U.S. One (aka Cocoa Boulevard), the west side of Florida Avenue, the South side of Rosa L. Jones Drive, and Hughlett Avenue's east side. The site also has a corner location at the Florida Avenue / Rosa L. Jones Drive signalized intersection. According to a survey prepared by RM Packard, the total site area is 4.932± acres or 214,838± square feet. The site has an irregular shape. The subject has approximately 19.02± feet of frontage on the east side of U.S. One, about 440.81±feet of frontage on the west side of Florida Avenue, about 420± feet of road frontage on the south side of Rosa L. Jones Drive, and about 355.78± feet of frontage on the east side of Hughlett Avenue. The subject's configuration can be viewed on the aerial photo and survey that appear on this report's previous pages.

The subject is at or near the grade of the adjoining roadways. The site appears well-drained, with no standing water observed onsite. The site (as a whole) appears to have adequate size, shape, and access to accommodate many uses permitted by zoning.

(It is noted, based on the survey provided for use in this analysis, that the front parcel, which is located in the City of Rockledge, only fronts along U.S. One for 19.02 feet. This appears to be insufficient frontage for legal access from this right of way. It cannot be determined whether legal access is available to the rear of the site from the Hughlett Avenue right of way. As such, it appears that the site located within the Rockledge boundaries may not conform with zoning requirements regarding sufficient access for independent development if not attached to the parcel to the east.)

Access and Offsite Improvements

The site is visible from U.S. One, Florida Avenue, and Rosa L. Jones Drive. Based on comparison with similar nearby sites, the subject is considered average to good regarding visibility. Current site access is physically and legally obtainable via Florida Avenue and Rosa L. Jones Drive. Rosa L. Jones Drive has 420' of road frontage and three access points. There is 460' of road frontage and two access points on Florida Avenue. Both of these roadways are secondary roadways, and access to the site is adequate for a wide variety of uses permitted by zoning.

The subject's US Highway frontage of 19.02' feet is insufficient for access and has no historical access point or connection to the thoroughfare. In addition, billboards are located in the SW portion of this parcel, and they intend to remain, further decreasing other options that could be placed upon that portion of the property.

Existing off-site improvements consist of U.S. One, Florida Avenue, and Rosa L. Jones Drive. US One is a six-lane roadway and is the main connector serving local north/south traffic through the county. It connects Titusville to the north and Melbourne/Palm Bay to the south, continuing along the United States east coast.

Florida Avenue is a 50-foot wide asphalt paved, 2-lane, secondary roadway. Rosa L. Jones Drive is a 50-foot wide asphalt paved, 2-lane neighborhood street. Hughlett Avenue is a 50 foot wide right of way that is improved with a narrow paved roadway. This right of way terminates at the northern property line at the NW corner of the Rockledge parcel. The existing off-site improvements appear adequate to support a variety of improvements permitted under zoning.

Soils and Topography

The site generally appeared level and near road grade. The underlying soils are assumed to be sufficient to support typical multifamily development on the site. No atypical offsite fill is expected for development.

Wetlands/Environmental Issues

No environmental reports were provided for use within our analysis. A review of the County's Department of Natural Resources website indicates that there are no apparent wetlands or other environmental issues impacting the subject property, which would impact development to its highest and best use.

Adjacent Land Uses

North of the subject across Rosa L. Jones Drive is older residential and commercial uses. South of the subject is the Rockledge Mall (a closed-down mall). East of the subject, across Florida Avenue, is a restaurant and commercial building. West of the subject is a vacant 1.83-acre parcel of commercial land, which has been listed for sale off and on since 2011. The most recent listing price was $499,900 in 2017, then canceled in 2019 with no price reductions.

Easements, Encroachments and Restrictions

We are not aware of any easements, encroachments or restrictions that would adversely impact the subject site.

Threatened and Endangered Species/ Environmental Considerations

We were not provided with an environmental study for the subject site. During the course of our field inspection, we did not observe any wildlife or environmental conditions on the subject site that would preclude the development of the site to its highest and best use determined herein. However, we are not qualified to judge the existence or nonexistence of these issues. Thus, we assume that there are no environmental concerns with the site. We assume no responsibility for the studies or analyses that would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances.

Easements

We were not provided with a current title search regarding easements/encroachments and restrictions impacting the subject property, and none are known to impact the subject property

Site Description Summary

The total site area is about 4.932± acres or approximately 214,838± square feet. The site has a corner location at the Florida Avenue / Rosa L. Jones Drive signalized intersection. The parcel has only 19.02± feet of frontage on the east side of U.S. One, but has about 420± feet of frontage on the west side of Florida Avenue, about 460± feet of road frontage on the south side of Rosa L. Jones Drive. In conclusion, the site appears to have adequate size and shape to accommodate multifamily development.

Subject Photographs



FLORIDA AVENUE-SOUTH VIEW



FLORIDA AVENUE-NORTH VIEW



ROSA L. JONES DRIVE-WEST VIEW



ROSA L. JONES-EAST VIEW



S. COCOA BLVD (US 1)-SOUTH VIEW



S. COCOA BLVD (US 1)-NORTH VIEW

Subject Photographs



INTERIOR VIEW OF SUBJECT-SOUTHWEST VIEW



INTERIOR VIEW – NORTHWEST VIEW



INTERIOR ROADWAY-POOR CONDITION



DEBRIS PILE-SOUTH END OF PARCEL (NO IMPACT TO VALUE)



INTERIOR VIEW-FACING NORTH



TYPICAL INTERIOR VIEW

Subject Photographs



FORMER ROCKLEDGE MALL- SOUTHWEST END OF PARCEL



INTERIOR VIEW-FACING NORTH EAST



INTERIOR VIEW-FACING EAST



COTTAGES OF COCOA VILLAGE-NE CORNER OF FLORIDA AVE. AND ROSA L. JONES DR.

BILLBOARD PHOTOS









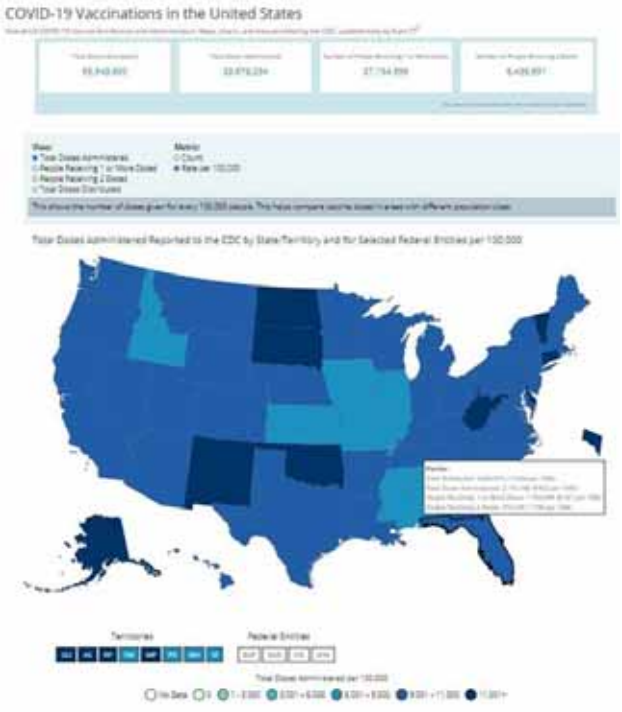
Impact of COVID-19 on Scope of Work

Exactly one year ago, the World Health Organization declared the COVID-19 outbreak a pandemic, acknowledging what seemed clear for some time - the virus would spread to nearly every country on the globe. Economies worldwide were upended as nations locked down to contain the virus (called novel at the time) and unemployment skyrocketed. Unprecedented amounts of monetary and fiscal stimulus also poured into the global economy, as many people got used to a stay-at-home world and extended gratitude to essential workers who helped keep things running.

In financial markets, the fastest bear to bull market recovery was seen as continuous waves of investors poured money into equities following one of the quickest crashes on record. Program after program was unveiled by the Fed, helping backstop those gains, while retail traders armed with stimulus checks and a commission-free trading environment helped return market sentiment to all-time highs. With a flood of stimulus measures saturating capital markets, billions of dollars also went to special acquisition companies, better known as "SPACs."

Fast forward: The rates of new infections and deaths have begun to fall nationwide. More than 62M Americans have already received one dose of a coronavirus vaccine (33M are fully vaccinated), and President Biden appears on track for his goal of vaccinating 100M people by the end of April (his first 100 days in office). Recently, he announced plans to buy another 100M doses of Johnson & Johnson's single-shot vaccine, and with the doses from Pfizer and Moderna, it is more than enough supply to vaccinate every American.

Biden also signed another $1.9T emergency relief package after Congress gave final approval to one of the largest economic stimulus measures in American history. Biden said the administration will turn its focus to a multi-trillion dollar infrastructure package.



On January 4, 2021, Florida Today reported that drive-through distribution of the COVID vaccine began in Brevard County. On January 5, 2021, Governor Ron DeSantis announced a partnership with Publix Supermarkets to establish vaccination sites. A pilot program in three counties totaling 22 sites began January 7, 2021. According to CDC (February 2021), Florida ranks 19th in the country for Vaccines administered. The map above illustrates doses per 100,000 people distributed in the US.

Conclusions: The latest data releases continue to demonstrate a mix of lessening warning signs for demand, but concerns over construction costs and long term unemployment for certain sectors. The distribution of the new vaccine and the public's response, remain to be seen, but continued opening of the economy looks positive.

Considering the current government intervention/programs that have been successful, the distribution of the vaccine, and the fact that this is not a banking/ financial crisis, there is real reason for optimism. However, the next few months will be telling on the expected pace of both stress and recovery. The conclusion overall is that we have entered into the recovery cycle, but the pace of that recovery is uncertain and varies by property type.

Market Analysis

We subscribe to CoStar Property Analytics, a recognized industry source for tracking market supply and demand trends. While not a comprehensive list of all multi-family sales, it does track enough to give a credible estimate on trends. The following is a report on the greater Melbourne (equivalent to Brevard County) multi-family market.

Vacancy has been on an upward trend in Melbourne over the two years leading into the pandemic, driven by the addition of nearly 3,000 units, increasing the market's inventory by nearly 15%. However, demand has increased sharply since March 2020, more than offsetting the heightened supply. Strong leasing on new units has kept the market's overall vacancy rate in check, cutting vacancy by approximately 300 basis points over the past year, giving good reason to believe vacancy could compress through the coming quarters. However, there are more than 1,200 units underway, and the pandemic has caused longer lease-up periods in many markets across the country.

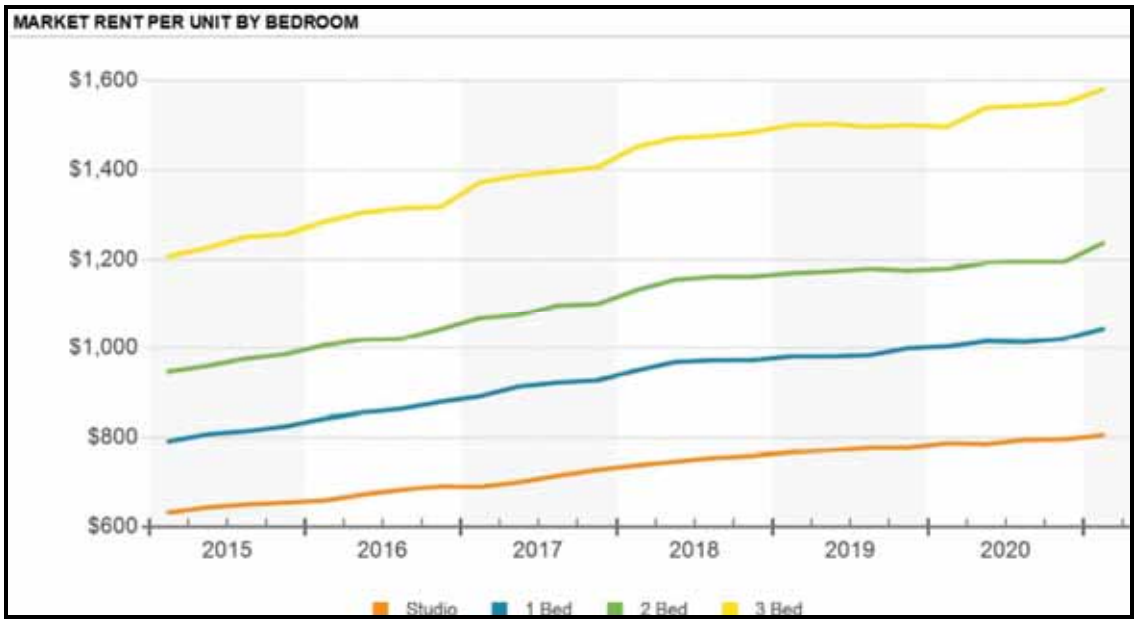
New construction has focused on high-end, luxury apartments in locations near workers with high tech, high-wage jobs. Melbourne has employment nodes centered on mainstay employers like Northrop Grumman as well as relatively new-to-market companies, such as Blue Origin and OneWeb, where average salaries range between $85,000 and $100,000. High-wage job growth has also been supported by government military contracts awarded to firms such as Lockheed Martin, which is relocating 300 employees to the area from California as part of their increased Fleet Ballistic Missiles Program.

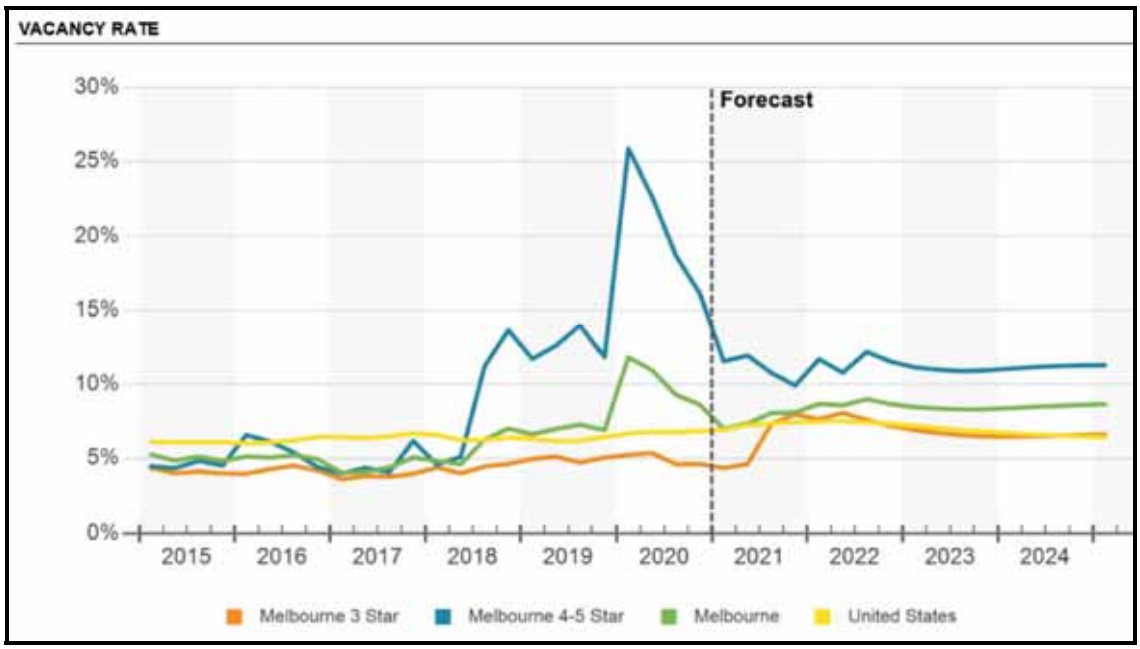
Multi-family investments also performed well in 2020. Investment activity accelerated in 2020, exceeding the prior two years' annual sales volume by the end of Q320. After coming to a virtual standstill in Q220, investors returned to the market in the third and fourth quarters. The most notable activity is the Braxton's sale for $48.5 million and the sale of Ventura at Turtle Creek just under $39 million. Last year also saw the sale of The Luminary at 95. This 300-unit project opened in 2018 and was stabilized within a year. The project closed at $67 million, making it the largest deal ever in Melbourne.

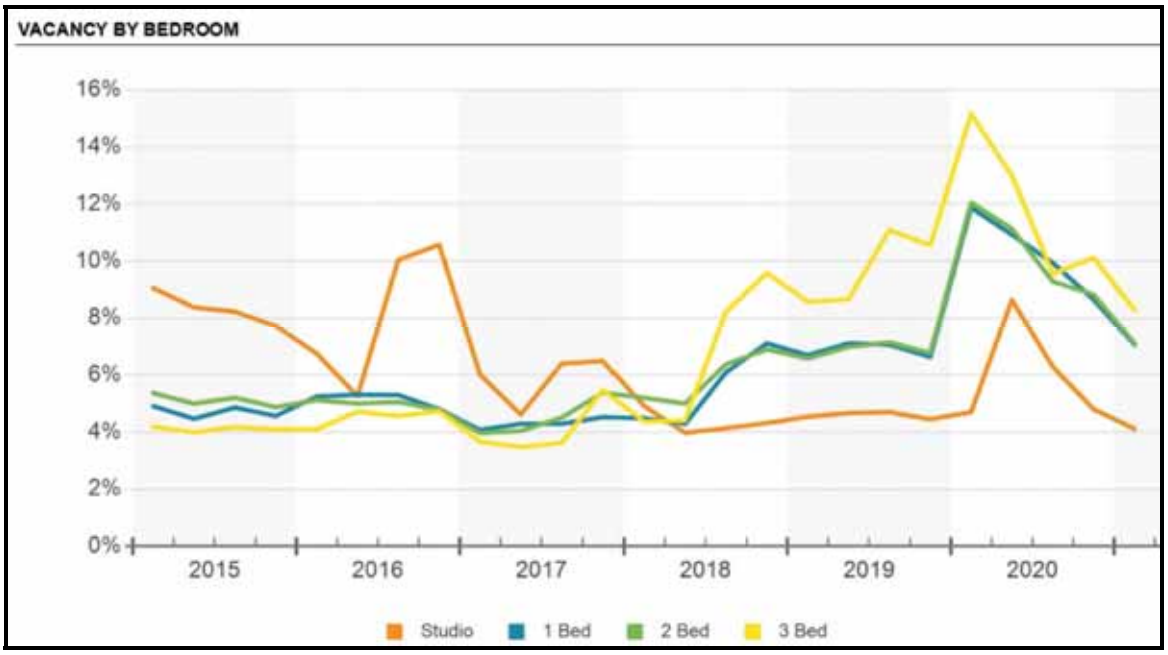
Despite strong demand, the vacancy rate has been climbing, thus having an impact on rent growth. Although the recent hefty supply wave was a contributing cause to increased vacancy, rent growth is holding up well considering the number of deliveries in a short amount of time. Melbourne rent growth actually improved in Q220 and Q320 as rents were falling nationwide. Melbourne has outperformed the nation in rent growth for the past five years, and this trend continues in Q121.

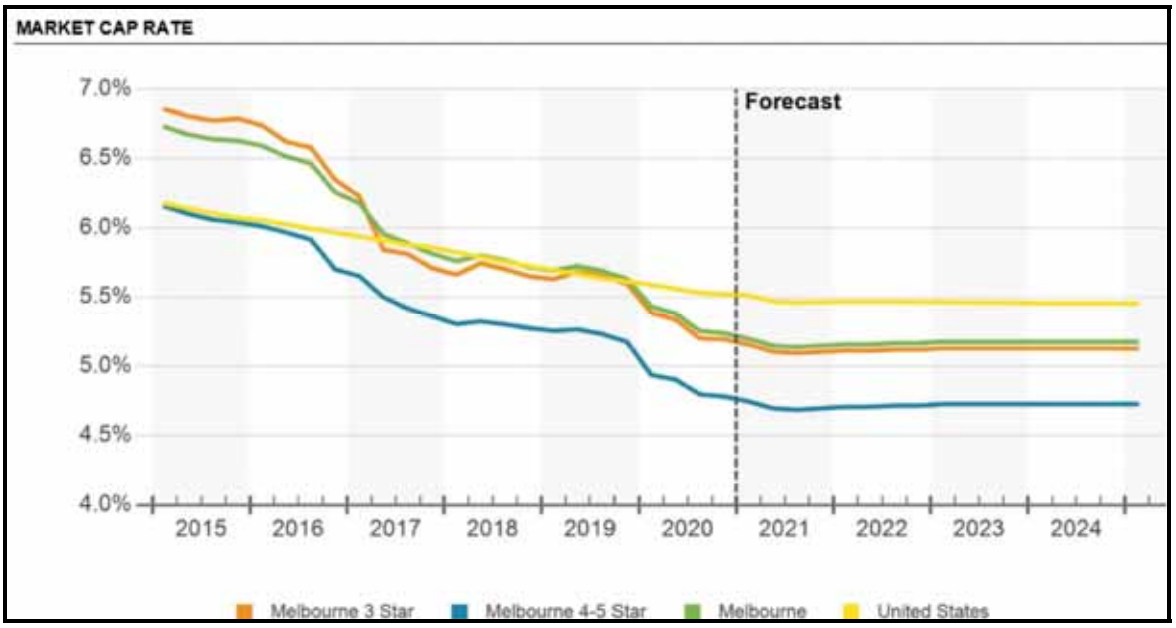
At the onset of the pandemic, the impact on asking rent was prevalent in the Melbourne market. However, after the rents fell in March and April, rents have been on an upward trajectory since then. Melbourne's asking rents are now higher than pre-pandemic levels. The submarket that was impacted the most by the pandemic was concentrated in luxury units, which were already extremely competitive due to the recent additional supply. The strongest rent growth has been in submarkets with a higher proportion of lower-end inventory.

The following charts illustrate the overall Melbourne multi-family market.






VACANCY BY BEDROOM
16%
14%
12%
10%
8%
6%
4%
2%
0%
2015
2016
2017
2018
2019
2020
Studio
1 Bed
2 Bed
3 Bed


MARKET CAP RATE
7.0%
6.5%
6.0%
5.5%
5.0%
4.5%
4.0%
Forecast
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Melbourne 3 Star
Melbourne 4-5 Star
Melbourne
United States

Marcus & Millichap Multifamily Analysis

In a report issued by Marcus and Millichap for the greater Orlando market, 1st quarter of 2021, it states that "Tourism to Return, Spurring Job Growth and Rental Demand Amid Heightened Delivery Pace".

The report goes on to say that the **Apartment market flourishes amid strong demand drivers.** As vaccinations become more widespread, people will begin to venture out farther from home. Tourists are sure to make Orlando a top destination this year. Last year Orlando metro lost more than 130,000 jobs because of the pandemic. Many businesses were required to close at the onset of Covid-19. However, employment is expected to increase in 2021 as vaccines are made available, allowing more firms to open and creating additional work for people. As businesses, hospitality, and entertainment venues reopen, workers that moved back in with family or friends will begin to seek their own accommodations again. Orlando metro is also anticipated to increase in population by 1.5% in 2021. Home prices are soaring, with median home prices increasing 13.8% to $322,000 last year. This, coupled with the short supply of single-family homes, will drive people to multi-family developments.

Competitive Listings

As part of our research for this assignment, we researched similar vacant multifamily sites currently listed publicly for sale in the subject's local market area. We searched for similar competitive sites currently available for sale or recently listed for sale in the subject's immediate concentric area. There were few similar sales in the subject's market area; therefore, we expanded our search to include surrounding counties. We identified a handful of alternative sites that share various characteristics with the subject property. Below is a brief description of each competitive site:

San Filippo Dr NE - MF site in growing area off I-95

Palm Bay, FL 32909
MF site in growing area off I-95

Sale Price:	**$1,273,000**	Parcel Size (AC):	**6.70 AC**
Price/AC:	**$190,000.00**	Parcel Size (SF):	**291,852 SF**
Property Type:	**Residential**	Zoning:	**MF**
Sale Status:	**Active**	Proposed Use:	**MultiFamily, Apartment Units - Senior**
Days on Market:	**108**		
Sale Conditions:	-		

Sales Contacts: **Coldwell Banker Realty / Michael Palombi (407) 754-6230**



Investment Notes:

Great location for apartments & 55+ communities.
Close to Malabar Rd exit on I-95.
Located adjacent to Eastern Florida State College & UCF-Palm Bay campuses.
629' of frontage on San Filippo Dr.
Many national retailers in area.
Water feature at east end of property.

6450 Pershing Ave

Orlando, FL 32822

Sale Price:	**$1,000,000**	Parcel Size (AC):	**4.80 AC**
Price/AC:	**$208,333.33**	Parcel Size (SF):	**209,088 SF**
Property Type:	**Residential**	Zoning:	**R-3**
Sale Status:	**Active**	Proposed Use:	**MultiFamily, Single Family Development**
Days on Market:	**2,458**		
Sale Conditions:	-		



Sales Contacts: **Fusilier Realty Group / Chris Pixley (407) 281-8455**

Investment Notes:

This 4.8+/- acre infill parcel centrally located less than three miles from Orlando MCO International Airport, six miles from Downtown Orlando, and seven miles from Lake Nona Medical City. Directly across from the Ventura Country Club, City of Orlando Police Department, and the recently expanded Ventura Elementary School. Parcel has 165+/- ft. of frontage directly on Pershing Avenue, adjacent to stoplight at Woodgate Blvd. R3-AN zoning within the City of Orlando allows up to 12 dwelling units per acre, time savings with zoning in place!

Also available: 2810 Lingo Lane, a 3.94+/- acre parcel directly adjacent, which could co-utilize the future county road. Zoned PD within Orange County and fully approved for 20 single family home lots.

From 408 (East-West Expressway) exit onto Semoran Blvd and head south to Pershing Ave, turn left onto Pershing Ave, and property will be on the right-hand side.

Harrison St @ Deleon

Titusville, FL 32780

Sale Price:	**$375,000**	Parcel Size (AC):	**1.63 AC**
Price/AC:	**$230,061.35**	Parcel Size (SF):	**71,003 SF**
Property Type:	**Residential**	Zoning:	**R3**
Sale Status:	**Active**	Proposed Use:	**Commercial, Retail, MultiFamily, Apartment Units**
Days on Market:	**353**		
Sale Conditions:	-		



Sales Contacts: **Sperry Commercial Global Affiliates / Matthew Levin (321) 557-8017**

Investment Notes:

24 units

879294 Active Vacant Land PRIVATE AGENT ONLY REPORT — **1853 Wabun St NE, Palm Bay, FL 32905** — **$649,000**



Area:	340 - NE Palm Bay	**County:**	Brevard
Sub Type:	Residential	**General County Loc:**	South
Subdivision/Condo Name:	None	**Measurements From:**	Tax Rolls
Waterfront:		**Lot Dimensions:**	275 x 284
Waterfront Type:		**Acreage:**	1.8
Water Frontage Ft:		**List Price/Acres:**	$360,555.56
Zoning:	Residential	**Lot SqFt:**	
Sale Option:		**# of Lots:**	
Property Status:	Standard	**Unit #:**	
Road Frontage Ft:		**Sold-As-Is:**	

Narrative: Future Land Development Opportunity! Zoned Residential Multi allowing for up to 38 multifamily apartment or condo units. US1 Frontage and views of the Indian River make this an ideal project for developers and investors. Close Proximity to Harris Corp and other Growing Companies on the Space Coast! Photos of Plan and Renderings are Conceptual.

Listing Data				
Listing	**Price**	**Max # of Units**	**$/Unit**	**Notes**
1	$1,270,000	67	$18,955.22	6.70 acres, RM-10 zoning, Up to 10 dua, Located in Palm Bay, DOM 107
2	$1,000,000	57	$17,543.86	4.80 acres, R-3 zoning, Up to 12 dua, Located in Orlando, Narrow lot, DOM 2,457
3	$375,000	24	$15,625.00	1.63 acres, R-3 zoning, Up to 15 dua, Located in Titusville, DOM 352
4	$649,000	35	$18,542.86	1.77 acres, RM-20 zoning, 20 dua, Located in Palm Bay, DOM 254
Minimal			$15,625.00	
Max			$18,955.22	
Average			$17,666.74	
Median			$18,043.36	

The vacant land sites currently available for sale ranged in size from 1.63 acres to 6.70 acres, with price per unit ranging from $15,625/unit to $18,955.22/unit, with an average of $17,666.74/unit. We note that these are asking prices tend to close slightly below the asking price due to buyer and seller negotiation. As presented in the following Sales Comparison Approach section of this report, these listings represent competitive alternatives to the subject site. Generally speaking, the list prices of these competitive properties, expressed on a price per unit basis, bracket and support the Sales Comparison Approach's conclusions.

Listings 1 and 2 are similar in site size but inferior in allowable density. Listing 2 is located in Orlando and is a narrow lot. Listings 3 and 4 are superior in site size. Listing 3 allows for 15 dwellings units per acre (dua). Listing 4 is the most similar to the subject in allowable density at 20 dua. None of the listings are located near a historical downtown district similar to the subject.

Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

> "The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value [1]."

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

Highest and Best Use As Vacant

Legally Permissible

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.

As discussed earlier in the zoning section, the subject is located within two separate municipalities, the City of Cocoa and the City of Rockledge.

The majority of the subject (4.32 acres) is located in the city of Cocoa and is zoned "CC", Core Commercial. In addition, the subject is within the Cocoa Waterfront Overlay District. The Cocoa Waterfront Overlay District is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment and has the most significant impact on development.

1 *The Appraisal of Real Estate* 14th Edition, Page 333, Appraisal Institute

A small portion (0.61 acres fronting US Highway1) of the subject is located in Rockledge and is zoned "RMU," Redevelopment Mixed Use. We found no indication preventing this land area from contributing to density of the overall project.

While the RMU zoning allows a fairly wide range of commercial uses, the SE subdistrict in the Cocoa Waterfront Overlay district is more restrictive in permitted uses. However, both zoning classifications allow multifamily residential development with a density of up to 25 units per acre. The portion of the property within the City of Cocoa allows high rise development, which is tied to the site size. Thus, we conclude that the subject site currently could support a maximum of 123 units under current zoning restrictions and requirements. Any changes to the zoning density requirements that would allow for greater number of units could create value in the future.

From a legal standpoint, the subject has potential for various uses and could support retail, office, residential, or a combination of uses permitted by zoning.

Physical Factors

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

The subject is a 4.932-acre site is located at a signalized corner location. Even though the subject is at a signalized corner location, the frontage roads are secondary access routes. Both are two-lane roads. Florida Avenue is a commuter route within the neighborhood and has a daily traffic count of 4,650. Rosa L. Jones Drive does not have a published traffic count. Thus, while the site allows for some commercial uses, there is not enough traffic to render viable more intense commercial uses.

The site consists of two adjacent parcels. The parcel as a whole is irregular in shape. The main 4.32-acre parcel is located within the City of Cocoa jurisdiction, is mostly rectangular, and was previously developed with the Oaks Mobile Home Park. The second parcel is a 0.61-acre lot within the City of Rockledge. This parcel has approximately 19.02± feet of frontage on the east side of U.S. One.

The subject is generally level and near road grade, with no areas of wetlands. The site has access to public utilities, has multiple ingress/egress points for access, but has limited frontage and visibility to high traffic on US Highway 1 (no access).

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards.

Overall, the subject has the ability to support a variety of development options under zoning from a physically possible standpoint, but is most conducive to residential uses.

Financially Feasible

Financial Feasibility is an analysis of the property's ability to return the highest possible yield to the investment of land and improvements based on its income-producing capability and the return requirements of investors in the market.

Regardless of the legally permitted uses and the site's physical characteristics, a use must be financially feasible to represent highest and best use. Based on the subject's location and zoning, there is potential for multi-family use consisting of apartments, townhouses, or condominium development. In addition, the subject can support retail or office development.

The site would not appeal to high intensity office, retail, or hotel users that desire higher traffic counts and visibility. We note that supportive uses, such as a food service or service retail use as an accessory use may be viable, but not as a primary use of the site.

Apartment Analysis – the apartment market within Brevard County has strengthened considerably over the last 12 – 24 months, with several projects currently under construction or in the planning submittal process. These institutional grades, Class A and B quality projects, are located in high growth, high visibility areas where end unit pricing and rents are sufficient to support development costs. These projects are typically built at a density of about 15 units per acre (when on-site retention is required). This density is the typical achievable density that still accommodates the appropriate amount of stormwater. Most of these projects are developed with 200 to 300 units as smaller developments are not as financially feasible due to economies of scale.

There are some CBD projects that have been developed or are under construction. The Highline Apartments in downtown Melbourne was recently constructed and is in lease up. Rockledge Flats is a 247 unit project in the CBD of Rockledge on Barton Blvd. There is a new project currently in planning in Titusville, Horizon at Sand Point, proposing 384 apartments in 8 story buildings.

These projects are occurring in areas that have historically built up, reached the end of their economic life, and are receiving redevelopment attention as being near supportive services of restaurants, employment, and community amenities. They believe that existing rents and occupancy rates are high enough to garner development, but we must caution that a sizeable concern in the marketplace is rising construction costs.

We have interviewed Mr. Adam Broadway with Certified General Contractors, and he indicated he has several projects that have stalled due to rising costs of materials and subcontractors. He indicated that total project costs have increased 10-20% just in the last two months, placing much of the cause on materials cost increases and labor rates. As these increases affect all subcategories, it leads to an acceleration of construction costs as a percentage higher than if it was a specific category of building materials. These are consequences of the global pandemic on supply chains, and as a result, could moderate over time or lower if General Contractors, Sub Contractors, and Labor find amount of work declining.

The following information was provided by Certified General Construction, and illustrates their subcontractors and supplies increases prices by 3% to 20% as of March 2021 from beginning of 2021.

Materials Supplier Cost Increases as of March 2021	Percentage of Increase
Universal Foam Products	5% to 8%
CertainTeed Gympsum	20%
Thermall Insulation	8%
ABC Metal Roofing	10% to 20%
Allied Interior Products (Wallboard & Acoustic Ceilings)	15%
Master Halco Fencing	8% to 12%
Hubbell Lighting	3% to 10%
Cornerstone Building Products	6.5% to 9.75%
Hospitality Plumbing	15%
Rosen Interior Materials	20%
Acuity Lighting	8%
Ram Steel Framing	10%
Oldcastel APG Packaged Cement	5%
Pioneer Welding and Fabrication	20%

The following graph was obtained from the Steel and Market Update, as of November 2020. It illustrates the increase in steel through late November 2020.



Thus, the feasibility of any prospective project may be whipsawing based on current construction costs. While we cannot prognosticate, it is reasonable that much of this is supply chain related, and may moderate as vaccine efforts begin to take effect worldwide.

Nonetheless, Multifamily residential does appear to be the highest and best use of the site. We note the client has provided us with a detailed Highest and Best Use analysis prepared by Bass Fletcher & Associates, Inc. dated March 22, 2021 which specifically concludes MF residential as the concluded H&BU.

Maximally Productive Use

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that the site should be developed with a multi-family development. It is our opinion that the site could be developed with a multi-family such as apartments at 25 units per acre. This density of development is supported by various other projects within the area and tends to be the reasonably maximum achievable when providing on-site retention and typical green areas, roadways, entrance features, etc. At this density, a total of 123 units are anticipated.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded market value is 6 – 12 months for the effective date of March 18, 2021.

Marketing Period

Marketing period is an opinion of the amount of time it might to take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 6-12 months for the effective date of March 18, 2021.

Valuation Methodology

Cost Approach

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Land Value
= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

A **sales comparison analysis** was applied, there is adequate data to develop a value estimate, and this approach would be considered by most market participants for this property type.

An **income analysis** was not applied as the subject is vacant land, and this method does not accurately reflect market participant actions. An income approach was applied in the analysis of the billboard income.

Land Valuation -- Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables – As Is

We have researched comparable land sales for this analysis; these are documented on the following pages and analysis grid. All sales have been researched through numerous sources and verified by a party to the transaction when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison.

In our valuation, we searched for multifamily land sales. Our extensive experience in the marketplace, interviews with developers, brokers, and market participants indicate that predominately this property type is analyzed on a price per unit basis i.e., how many units can a site yield. As such, our valuation is subsequently based on Price Per Land Unit.

Further, while we have given greatest weight in our analysis to apartments, there is a high correlation to other comparable product prices per unit for ALF and Hotel. We did not find any compelling condominium style projects.

Land Comparable 1			



Transaction			
ID	3620	**Date**	4/23/2019
Address	22 N. Washington Avenue	**Price**	$4,400,000
City	Titusville	**Price Per Land Units**	$11,458.00
Grantor	Koblegard Groves, LLC	**Price Per Acre**	$308,555
Grantee	HSP Titusville, LLC	**Expend. After Purchase**	--
Book/Page	8422/2832 and 8960/1268	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Press Release/ Public Records/CoStar	**Property Rights**	Fee Simple
Tax ID	21-35-34-00-521 & 21-35-34-00-520	**Days on Market**	--

Site			
Acres	14.26	**Access Rating**	Above Average
Land SF	581,526	**View/Exposure**	Above Average
Upland Acres	14.26	**Zoning**	DMU; Downtown Mixed
% Useable	100.00%	**Traffic Count**	22,680
Retention	On-Site	**Shape**	Irregular
Topography	Level w/ grade, Improved	**Utilities**	Public Water;Sewer
Road Frontage	2,436	**View**	Commercial
Depth	Irregular	**Proposed Use**	Apartment
Land Units	384	**Distance**	19.14

Comments

This sale is the sale of two parcels totaling 14.26 acres located west of the Indian River and north of SR 406. The primary site is 13.35 acres and is cleared. The secondary site is 0.91 acres improved with a multi-tenant office building.

There is approximately 1,800' of road frontage on N. Washington Avenue & Hopkins Avenue, 479' Coleman Street and 157' on N. Palm Avenue. The site was originally four parcels, three of the sites were assembled to create the primary site. The site has above average access and exposure to traffic with ADT count of 22,680. The sites have access to public water and sewer.

The sites were purchased in two transactions. The first transaction was for the primary parcel for $2,800,000 on April 23, 2019. The second parcel was for a single improved lot for $1,600,000.

According to a recent press release the site will be developed with the Horizon at Sand Point an 8-story, 384 unit luxury apartment complex. Additionally, there will be two parking garages and potentially hotel and retail space. Developers are estimating construction costs in excess of $73M or approximately $190,000 per unit.

Land Comparable 2





Transaction			
ID	1825	**Date**	3/19/2021
Address	1463 Highland Avenue	**Price**	$2,995,000
City	Melbourne	**Price Per Land Units**	$16,639.00
Grantor	FIT Meseum of Art, Inc	**Price Per Acre**	$2,023,649
Grantee	N/A, Under Contract	**Expend. After Purchase**	--
Book/Page	N/A, Under Contract	**Financing**	Under Contract
Transaction Type	Under Contract	**Conditions of Sale**	City Approval
Verification Source	Press Release, CoStar, MLS	**Property Rights**	Fee Simple
Tax ID	27-37-16-25-2-4 & 27-37-16-25-22-9	**Days on Market**	380

Site			
Acres	1.48	**Access Rating**	Above Average
Land SF	64,469	**View/Exposure**	Average
Upland Acres	--	**Zoning**	C-3
% Useable	100.00%	**Traffic Count**	Not tracked
Retention	None, Non-Conforming	**Shape**	Rectangular/Square
Topography	Level w/ grade, Improved	**Utilities**	All to site
Road Frontage	1,011'	**View**	Commercial
Depth	132'	**Proposed Use**	Mixed-Use Hotel
Land Units	180	**Distance**	16.31

Comments

This is the sale of the Foosaner Art Museum and Renee FoosanerEducation Center located at 1463 Highland Avenue in Melbourne. The location is in the Olde Eau Gallie market area. Acces to the site is above average. There are three ingress/egress drives on three sides of the pacel.

The buyers intends to raze the buildings and construct a 9-story, 180-unit hotel with a rooftop restaurant, pool, bar and 7,500 SF of retail space. There will be a parking garage managed by the City of Melbourne that will accomadate 250-300 parking spaces for the public and up to 250 spaces for the hotel.

The property was listed by Alicya Simmons of JM Real Estate, Inc. for $2,995,000 with 380 DOM.

Land Comparable 3



Transaction			
ID	3618	**Date**	8/8/2019
Address	2265 Coastal Lane	**Price**	$1,500,000
City	West Melbourne	**Price Per Land Units**	$12,097.00
Grantor	Melbourne 95 New Haven, LLC	**Price Per Acre**	$635,593
Grantee	ESA P Portfolio, LLC	**Expend. After Purchase**	--
Book/Page	8509/2114	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	CoStar/City of W. Melbourne/BCPA	**Property Rights**	Fee Simple
Tax ID	28-36-02-54-*-H.4	**Days on Market**	--

Site			
Acres	2.36	**Access Rating**	Average
Land SF	102,802	**View/Exposure**	Below Average
Upland Acres	2.36	**Zoning**	C-P & Interchange
% Useable	100.00%	**Traffic Count**	Not Tracked
Retention	On-Site	**Shape**	Mostly Rectangular
Topography	Level w/ grade, Cleared	**Utilities**	All to site
Road Frontage	239' Coastal Ln	**View**	Commercial
Depth	416'	**Proposed Use**	Hotel
Land Units	124	**Distance**	19.01

Comments

This 2.36-acre commercial site located within the Coastal Commerce Center was purchase for the development of a 124-unit extended stay hotel. The site has limited visibility from New Haven Avenue, as there is a building in front of the property. In this area, traffic levels along New Haven Avenue are 34,500 per day. The property sold on 08/07/2019 for $1,500,000. The City of W. Melbourne confirmed that the site has been approved for 124 units.

Land Comparable 4



Transaction

ID	3558	**Date**	1/17/2019
Address	4450 Hollywood Boulevard	**Price**	$1,450,000
City	West Melbourne	**Price Per Land Units**	$11,694.00
Grantor	Benchmark Melbourne 35 Associates	**Price Per Acre**	$535,055
Grantee	ESA P Portfolio, LLC	**Expend. After Purchase**	--
Book/Page	8351/2449	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Public records	**Property Rights**	Fee Simple
Tax ID	28-37-20-28-*-8	**Days on Market**	--

Site

Acres	2.71	**Access Rating**	Average
Land SF	118,048	**View/Exposure**	Average
Upland Acres	2.71	**Zoning**	C-1; Low-Density
% Useable	100.00%	**Traffic Count**	Not Tracked
Retention	Off-Site	**Shape**	Irregular
Topography	Level w/ grade, Cleared	**Utilities**	All to site
Road Frontage	--	**View**	Vacant Land
Depth	See Comments	**Proposed Use**	Hotel
Land Units	124	**Distance**	22.04

Comments

This is the sale of 2.71 acres of Low-density commercial vacant land located just north of Palm Bay Rd NE on the west side of Hollywood Boulevard. There are currently site plans filed with SJWM for the development of a 124 room extended stay hotel.

The lot is irregular in shape, with ingress/egress to be determined. There is off-site retention to the west of the property.

This was an off-market sale all verification was through public records.

Land Comparable 5





Transaction			
ID	3281	**Date**	8/1/2018
Address	6295 & 6299 Riverfront Center Blvd	**Price**	$1,600,000
City	Titusville	**Price Per Land Units**	$13,559.00
Grantor	Visions Tract G, LLC	**Price Per Acre**	$246,914
Grantee	BBL Florida Hotel Group, LLC	**Expend. After Purchase**	--
Book/Page	8228/571	**Financing**	Market Terms
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Public Records, CoStar, Site Plan, Michael Gaich, LA	**Property Rights**	Fee Simple
Tax ID	23-35-01-25-G	**Days on Market**	15 Months

Site			
Acres	6.48	**Access Rating**	Average
Land SF	282,269	**View/Exposure**	Average
Upland Acres	6.48	**Zoning**	PID-Planned Industrial
% Useable	100.00%	**Traffic Count**	23690
Retention	On-Site	**Shape**	Mostly Rectangular
Topography	Level w/grade partially cleared	**Utilities**	All to site
Road Frontage	609' S Hwy 1 & 603' Horizon Dr	**View**	Vacant Land
Depth	Avg 477'	**Proposed Use**	Hotel/Retail office
Land Units	118	**Distance**	12.36

Comments

This is the sale of a 6.48 acre vacant lot. It has 609' +/- road frontage on S Hwy 1 and 603 +/- ' of frontage on Horizon Blvd. The property is currently being developed in two phases. Phase one will be a 118 unit hotel called Hyatt Place - Kennedy Space Center. Phase two will be retail/office space.

The lot was listed by the Michael Gaich Company for $1.75M and sold on $1.6M. The buyer obtained a Mortgage for $12,000,000.

We spoke with Michael Gaich, LA, to verify sale. He sad that this was a typical arms-length transaction. He said that the lot was sold with entitlements in place for site plan, SJWM approval, Conditional Use Permit (CUP) for a 5 story building. He had hired a company to complete a 75 pg hospitality study which confirmed a market for a hotel with 126 units.

Land Comparable 6



Transaction

ID	3699	**Date**	10/3/2019
Address	2395 Minton Road	**Price**	$1,400,000
City	West Melbourne	**Price Per Land Units**	$14,000.00
Grantor	S&A Minton Road Corp	**Price Per Acre**	$184,697
Grantee	YL- West Melbourne	**Expend. After Purchase**	--
Book/Page	8556/1370	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Stephanie Messina, LA Assistant, CoStar	**Property Rights**	Fee Simple
Tax ID	28-37-07-00-262	**Days on Market**	790

Site

Acres	7.58	**Access Rating**	Above Average
Land SF	330,185	**View/Exposure**	Average
Upland Acres	7.58	**Zoning**	Comm at time of sale/
% Useable	100.00%	**Traffic Count**	35020
Retention	On-Site	**Shape**	Mostly Rectangular
Topography	Level w/ grade, partially	**Utilities**	Public water, sewer
Road Frontage	75.19' Henry Avenue & 402.61'	**View**	Commercial
Depth	Average 625.11'	**Proposed Use**	Assisted Living Facility
Land Units	100	**Distance**	19.65

Comments

This is the sale of 7.58 acres located south of West New Haven and north of Heritage Oaks Boulevard with road frontage along Henry Avenue and Minton Avenue. The parcel is partially cleared with C-P zoning and a FLU of commercial. The primary frontage is along Minton Road where the average traffic volume is 35,020 vehicles per day. There is additional access via Henry Avenue where traffic volume is 10,210 vehicles per day.

Michael Dryer & Associates listed this sale as two parcels for $3,200,000. This parcel closed for$1,400,000 on 10/03/2019. We contacted Stephanie Messina, assistant to the listing agent, and she confirmed that the sale was an arms-length sale. The buyer was responsible for rezoning costs from Commercial to Institutional as well as permitting fees. Seller-paid to have site legally separated.

Land Comparable 7



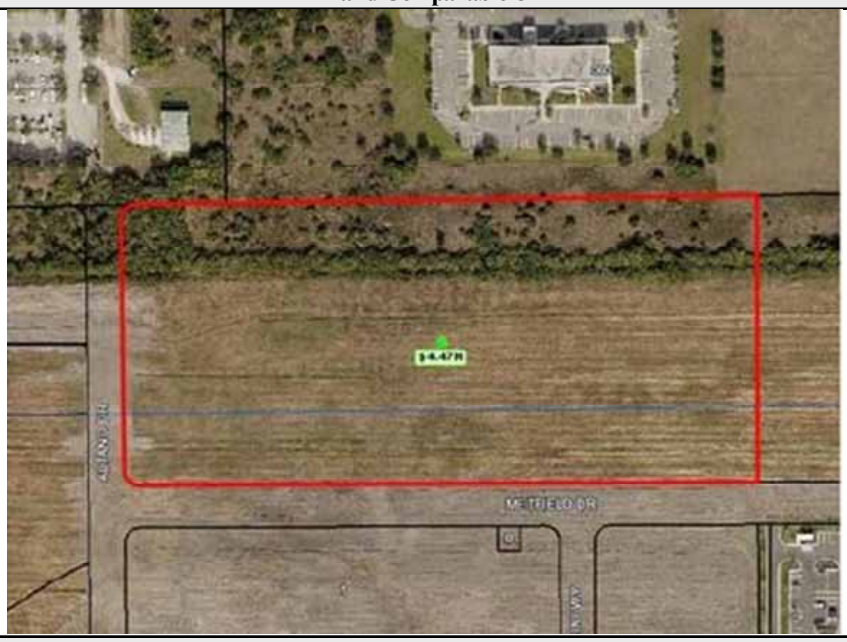
Transaction			
ID	4189	**Date**	10/25/2019
Address	3230 S. Ridgewood Ave	**Price**	$4,700,000
City	South Daytona	**Price Per Land Units**	$18,359.00
Grantor	3230 South Ridgewood, LLC	**Price Per Acre**	$383,361
Grantee	Daytona Multifamily QOZ	**Expend. After Purchase**	--
Book/Page	7766/26	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Confidential	**Property Rights**	Fee Simple
Tax ID	533407000054 & 533418000010	**Days on Market**	--

Site			
Acres	12.26	**Access Rating**	Average
Land SF	534,063	**View/Exposure**	Average
Upland Acres	12.26	**Zoning**	PUD
% Useable	100.00%	**Traffic Count**	26500
Retention	On-Site	**Shape**	Irregular
Topography	Level w/ grade, Cleared	**Utilities**	All to site
Road Frontage	572' on US 1	**View**	Vacant Land
Depth	--	**Proposed Use**	Apartments
Land Units	256	**Distance**	57.58

Comments

This is the sale of a 12.26 acres of land zoned PUD purchased for the development of a 256-unit Class A apartment community called Enclave at 3230. The site was a previous mobile home park. A prior developer cleared the site and reportedly installed $1 million worth of site work, utilities, drainage, and retention ponds. However, the current developer will require modification to the existing utilities and site work.

Land Comparable 8



Transaction			
ID	4145	**Date**	1/11/2019
Address	2424-2454 Metfield Drive	**Price**	$4,470,000
City	Melbourne	**Price Per Land Units**	$15,000.00
Grantor	Viera Co	**Price Per Acre**	$384,021
Grantee	DD lake Andrew 11.64, LLC	**Expend. After Purchase**	--
Book/Page	8348/2174	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Public Records, Confidential Source	**Property Rights**	Fee Simple
Tax ID	26-36-04-WX-A-1	**Days on Market**	

Site			
Acres	11.64	**Access Rating**	Average
Land SF	507,038	**View/Exposure**	Average
Upland Acres	11.64	**Zoning**	PUD
% Useable	100.00%	**Traffic Count**	Not tracked
Retention	On-Site	**Shape**	Rectangular
Topography	Level w/ grade, Cleared	**Utilities**	Utilities nearby
Road Frontage	1,548.9'	**View**	Similar to Proposed
Depth	428	**Proposed Use**	Multifamily
Land Units	298	**Distance**	7.29

Comments

This is the sale of a 11.64 acre vacant lot. It is located just South of Judge Fran Jamieson Way and West of Lake Andrew Dr. The lot is addressed as 2424-2454 Metfield Dr, which is currently under construction. The lot is situated on the corner of the future Metfield Road and Altano Drive.

This will be a 298 multifamily apartments. The buyer was the developer of the nearby Artistry at Viera apartments which were delivered in 2018.

The lot was sold by the Viera Co which has restrictive covenants in place. According to the restrictions the property must be used for a multifamily apartment community with up to 298 units.

The property was sold for $4,470,000 on 01/11/2019 with Cash to Seller.

Land Comparable 9





Transaction			
ID	4375	**Date**	8/27/2020
Address	5700 Lake Andrew Drive	**Price**	$1,914,750
City	Melbourne	**Price Per Land Units**	$17,250.00
Grantor	Viera Co	**Price Per Acre**	$380,666
Grantee	TBAV, LLC	**Expend. After Purchase**	--
Book/Page	8838/0543	**Financing**	Cash to Seller
Transaction Type	Warranty Deed	**Conditions of Sale**	None
Verification Source	Public Records	**Property Rights**	Fee Simple
Tax ID	25-36-33-XE-E-1	**Days on Market**	

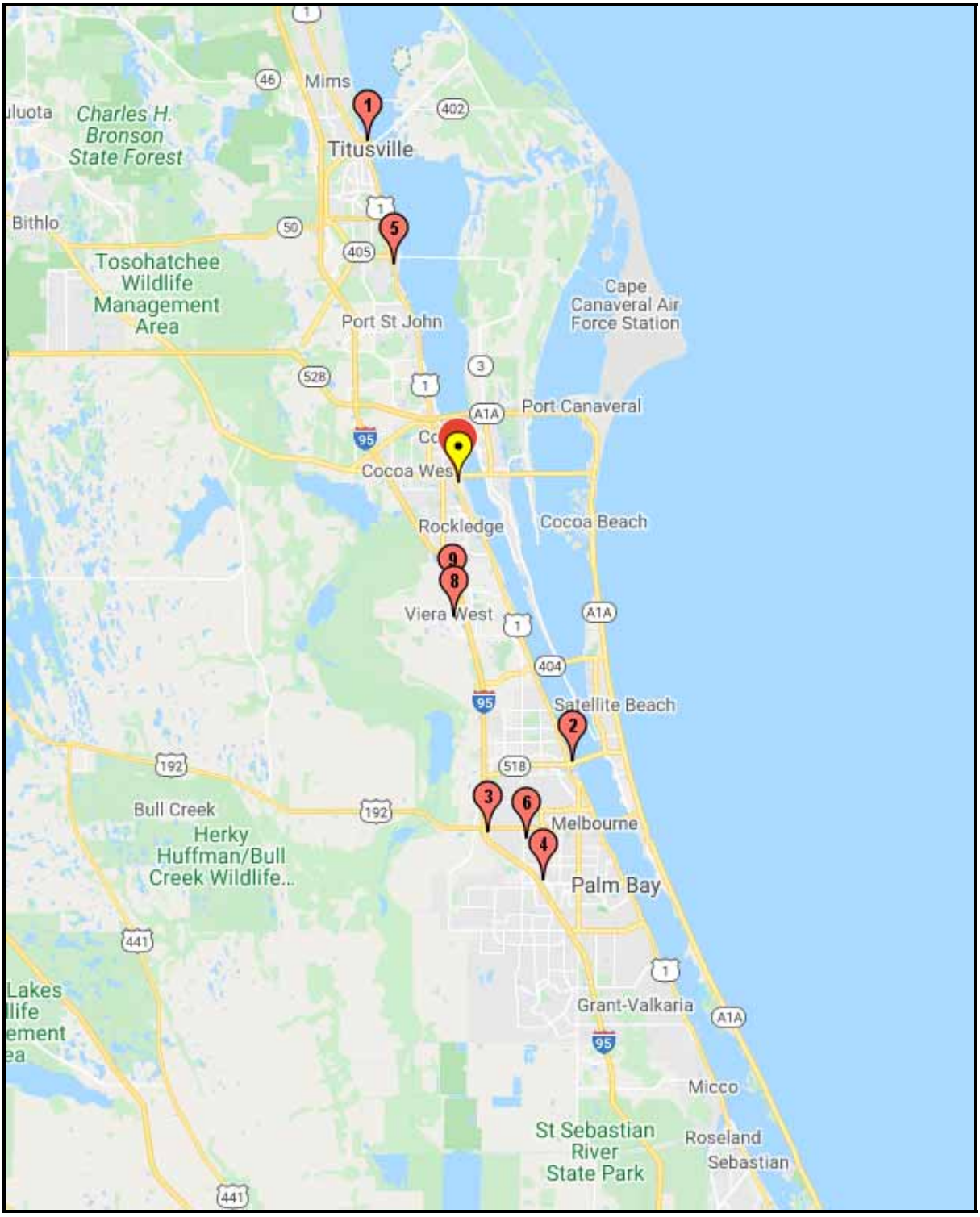
Site			
Acres	5.03	**Access Rating**	Average
Land SF	219,107	**View/Exposure**	Average
Upland Acres	5.03	**Zoning**	PUD
% Useable	100.00%	**Traffic Count**	Not tracked
Retention	On-Site	**Shape**	Irregular
Topography	Level w/ grade, Partially	**Utilities**	Utilities nearby
Road Frontage	951'	**View**	Developing Land
Depth	Irregular	**Proposed Use**	Assisted Living Facility
Land Units	111	**Distance**	6.08

Comments

This is the sale of a 5.03 acre vacant lot. It is located just South of Viera Boulevard and east of Lake Andrew Drive. The site is zoned PUD with a FLU of DRI-3. The site is on the southwest corner of Porada Drive and Lake Andrew Drive. Both roads are under construction. Access to the site is TBD.

The site is proposed for construction of an assisted living facility up to 111 units

Comparable Land Sales Map



Land Sales Adjustment Grid

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8	Comp 9
Address	915 Florida Avenue	22 N. Washington	1463 Highland Avenue	2265 Coastal Lane	4450 Hollywood Boulevard	6295 & 6299 Riverfront Center	2395 Minton Road	3230 S. Ridgewood Ave	2424-2454 Metfield Drive	5700 Lake Andrew Drive
City	Cocoa	Titusville	Melbourne	West Melbourne	West Melbourne	Titusville	West Melbourne	South Daytona	Melbourne	Melbourne
County	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Volusia	Brevard	Brevard
Date	3/18/2021	4/23/2019	3/19/2021	8/8/2019	1/17/2019	8/1/2018	10/3/2019	10/25/2019	1/11/2019	8/27/2020
Price	--	$4,400,000	$2,995,000	$1,500,000	$1,450,000	$1,600,000	$1,400,000	$4,700,000	$4,470,000	$1,914,750
Land Units	108	384	180	124	124	118	100	256	298	111
Price per Unit	$0	$11,458	$16,639	$12,097	$11,694	$13,559	$14,000	$18,359	$15,000	$17,250
Transaction Adjustments										
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing	Conventional	Cash to Seller 0.0%	Under Contract 0.0%	Cash to Seller 0.0%	Cash to Seller 0.0%	Market Terms 0.0%	Cash to Seller 0.0%	Cash to Seller 0.0%	Cash to Seller 0.0%	Cash to Seller 0.0%
Conditions of Sale	Cash	None 0.0%	City Approval 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%
Adjusted Price per Unit		**$11,458**	**$16,639**	**$12,097**	**$11,694**	**$13,559**	**$14,000**	**$18,359**	**$15,000**	**$17,250**
Market Trends Through 3/18/2021	3.0%	5.8%	0.0%	4.9%	6.6%	8.1%	4.4%	4.2%	6.7%	1.7%
Adjusted Price per Unit		$12,122	$16,639	$12,687	$12,467	$14,656	$14,616	$19,134	$16,000	$17,536
Location	Average	Average	Above Average	Average	Good	Average	Average	Average	Good	Good
Rating		Similar	Superior	Similar	Superior	Similar	Similar	Similar	Superior	Superior
% Adjustment		0%	-5%	0%	-10%	0%	0%	0%	-10%	-10%
Acres	4.93	14.26	1.48	2.36	2.71	6.48	7.58	12.26	11.64	5.03
Rating		Superior	Inferior	Inferior	Inferior	Similar	Similar	Superior	Superior	Similar
% Adjustment		-10%	5%	5%	5%	0%	0%	-10%	-10%	0%
Topography	Level	Level w/ grade, Improved	Level w/ grade, Improved	Level w/ grade, Cleared	Level w/ grade, Cleared	Level w/grade partially cleared	Level w/ grade, partially cleared	Level w/ grade, Cleared	Level w/ grade, Cleared	Level w/ grade, Partially Cleared
Rating		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%
Shape	Roughly rectangular	Irregular	Rectangular/Square	Mostly Rectangular	Irregular	Mostly Rectangular	Mostly Rectangular	Irregular	Rectangular	Irregular
Rating		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%
Utilities	All to site	Public Water;Sewer	All to site	All to site	All to site	All to site	Public water, sewer	All to site	Utilities nearby	Utilities nearby
Rating		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%
Zoning	CC- Community Commercial	DMU; Downtown Mixed Use	C-3	C-P & Interchange Overlay	C-1	PID-Planned Industrial Park	Comm at time of sale/ Rezoned Institutional	PUD	PUD	PUD
Rating		Similar	Similar	Similar	Similar	Inferior	Rezoned	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	10%	5%	0%	0%	0%
Traffic Count	4,650	22,680	Not tracked	Not Tracked	Not Tracked	23,690	35,020	26,500	Not tracked	Not tracked
Rating	Minimum	Superior	Similar	Similar	Similar	Superior	Superior	Superior	Similar	Similar
% Adjustment		-5%	0%	0%	0%	-5%	-5%	-5%	0%	0%
Retention	On-Site	On-Site	None, Non-Conforming	On-Site	Off-Site	On-Site	On-Site	On-Site	On-Site	On-Site
Rating		Similar	Similar	Similar	Superior	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%
Proposed Use	Multifamily	Apartment	Mixed-Use Hotel	Hotel	Hotel	Hotel/Retail	Assisted Living	Apartments	Multifamily	Assisted Living
Rating	Development	Similar	Similar	Similar	Similar	Entitled	Similar	Entitled	Partially Entitled	Partially Entitled
% Adjustment		0%	0%	0%	0%	-10%	0%	-10%	-5%	-5%
Adjusted Price per Unit		**$10,303**	**$16,639**	**$13,321**	**$11,844**	**$13,923**	**$14,616**	**$14,350**	**$12,000**	**$14,906**
Net Adjustments		-15.0%	0.0%	5.0%	-5.0%	-5.0%	0.0%	-25.0%	-25.0%	-15.0%

Analysis and Adjustments

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per land units. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is used for the remaining physical features. We have considered each sale in regard to its relative similarity with the subject in the factors noted above. Then a conclusion is drawn in regard to the comparable sale's overall similarity with the subject.

Property Rights

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee. All of the sales reported Fee Simple property rights and no adjustments for this category are indicated.

Financing

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. All of the sales have conventional financing, all cash, or seller financing at market terms, and no adjustments are required.

Conditions of Sale

This adjustment category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. No adjustment was necessary.

Economic Trends

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal.

Overall, we believe an annual time adjustment of 3% per year is appropriate for this property type leading up to the effective date.

Physical Characteristics
The sales are adjusted qualitatively for physical characteristic differences. We considered location, the size and shape of the site, topography, access to municipal utilities, traffic count, retention, zoning and proposed use.

Comparables 4, 8 and 9 are located in areas that are experiencing significant growth and are in high demand. Comparable 1 is located in Downtown Melbourne which is a desirable location. Comparables 1, 7 and 8 are larger sites which allows for more development. Comparables 2, 3, and 4 are smaller inferior sites. All sites are similar in topography, shape and access to public utilities. Comparables 5 and 6 are in zoning districts that are less flexible than the subject. Comparables 1, 5, 6 and 7 are located on roadways that have exposure to high passing traffic. All comparables are similar in proposed use. However, Comparables 5, 7, 8, and 9 had some level of entitlements in place at time of sale.

Sales Comparison Approach Conclusion

The comparable properties' adjusted values range from $10,303 to $16,639 per land units; the average is $13,545, and the median is $13,923.

Previously, we presented vacant land sites currently available for sale ranging in price per unit between $15,625/unit to $18,955.22/unit, with an average of $17,666.74/unit. We note that these are asking prices and tend to close slightly below the asking price due to buyer and seller negotiation. Generally speaking, the list prices of these competitive properties, expressed on a price per unit basis, bracket and support the Sales Comparison Approach's conclusions.

Based on the comparable properties and analysis presented, the subject parcel's value is reconciled at $14,000 per land units.

As Is Market Value – Land Value	
Indicated Value per Land Units**:**	**$14,000**
Subject Size:	**123 Land Units**
Indicated Value:	**$1,722,000**
Value of Site as Vacant, Rounded:	**$1,725,000**
One Million Seven Hundred Twenty-Five Thousand Dollars	

It is noted that the adjoining 1.83 acres of vacant land (owned by Wilbert Blake), which is situated on the south side of Rosa L. Jones Drive and the west side of Hughlett Avenue, has been listed for sale off and on since 2011. The most recent listing price was $499,900 in 2017, then canceled in 2019 with no price reductions.



This property is immediately west of the subject property and is also zoned CC. Based on the length of time on the market and lack of serious offers, it appears that the listing prices were above market. We wanted to note this listing due to its proximity to the subject; however, it is not particularly meaningful. The listing has been listed off and on for many years and was recently removed from the market again.

Our final value conclusion for the entire subject property, at $1,725,000, is considered reasonable based on the data and analyses presented and reflects the likely ultimate development that would be placed on the site.

ESTIMATED AS IS MARKET VALUE – ENTIRE SUBJECT PROPERTY
As of March 18, 2021

One Million Seven Hundred Twenty-Five Thousand Dollars
$1,725,000

Billboard Analysis

The western parcel currently has three billboards located on the site, adjacent to its US One frontage, that is leased under a single lease to LAMAR. A copy of the lease follows:

THE LAMAR COMPANIES

Lamar Co # 004

This Instrument Prepared by:
James R. Mellwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. Mellwain

_____ New
X Renewal
004-09121-01 Lease #

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 08th day of December, 2020, by and between: **CITY OF COCOA** (hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the maintenance and repair of the existing outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, and power poles, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign

The premises are a portion of the property located in the County/Parish of BREVARD, State of FLORIDA, more particularly described as:

(PARCEL # 24-36-33-00-00755.0-0000.00 ABBREVIATED DESCRIPTION: THAT PT OF SW ¼ OF SE ¼ AS DESCR IN ORB 1349 PG 473 LYING W OF HUGHLETT ST)

1. This Lease shall commence on December 8, 2020 and shall be for a term of ten (10) years from January 1, 2021, ending at 11:59 p.m., EST, on December 31, 2030.

LESSOR or LESSEE may without reason cancel this lease with a ninety (90) day notice to **the other party**.

2. **LESSEE** shall pay to **LESSOR** an annual rental of; either:
(a) The rental amount described below:
Years 1-3: ($3,000.00) Dollars, payable monthly in advance in equal installments of two hundred and fifty dollars, ($250.00)
Years 3-6: ($3,090.00) Dollars, payable monthly in advance in equal installments of two hundred and fifty seven dollars and fifty cents, ($257.50)
Years 6-9: ($3,182.70) Dollars payable monthly in advance in equal installments of two hundred and sixty five and twenty three cents ($265.23)
Years 9-10: ($3,278.18) Dollar payable monthly in advance in equal installments of two hundred seventy three dollars and eighteen cents, ($273.18) (for each period, the "Guaranteed Rent"); or
(b) Twenty percent (20%) of the net revenue of sales, ("Percentage Rent"), whichever is greater. Percentage Rent will be calculated annually in arrears beginning December 1, 2021 with the first installment due at the end of the year following the commencement month. Calculation shall be as follows, twenty percent (20%) of the net revenue will be calculated, and LESSOR'S Guaranteed Rent deducted from that calculation. In the event of a termination as provided in Section 1 or 4, the Percentage Rent shall be calculated for the months of the rental year expired prior to the termination and remitted to the LESSOR less the paid Guaranteed Rent already made for the period prior to the termination. Any balance remaining less LESSOR'S Guaranteed Rent will be sent to LESSOR accordingly with a detailed statement of the calculation with the following month's rental payment or upon completion of the calculation in the event this Lease has been terminated. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect any other obstruction of highway view or any vegetation that may obstruct the view of LESSEE's sign. Should LESSOR erect any obstruction of highway view or any vegetation that may obstruct the view of LESSEE's sign, LESSEE may terminate this Lease as provided in Section 4.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable. The **LESSEE** acknowledges the **LESSOR'S** existing sign with DOT tag #s AD075 & AD079 next to **LESSEE'S** signs and the **LESSOR'S** right to lease said boards, which shall not be a basis for termination by the LESSEE. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis. LESSOR or LESSEE may without reason cancel this lease with a Ninety (90) day notice to the other party

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within the time period specified in Section 20 below after expiration of the term hereof or termination. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease.

LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. If the whole of the leased premises, or such portion thereof as will make said premises unusable for the purposes herein agreed, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSEE and LESSOR as of that date. In the event LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide prompt written notice of the proceeding to LESSEE. LESSEE shall not be permitted to share in any real estate compensation as a result of a condemnation, except the right to recover for the value of trade fixtures LESSEE has installed on the premises. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to the LESSOR without any deduction from such award for the value of the unexpired term of this Lease or for any other estate or interest in the premises now or later vested in the LESSEE. The LESSEE assigns to LESSSOR all LESSEE's right, title, and interest in any and all such awards.

9. **LESSEE** agrees to indemnify, defend, and hold harmless **LESSOR** and LESSOR's officers, agents and employees from all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees, of any kind and nature including, but not limited to, claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising or growing out of, or in any way connected with the installation, operation, maintenance, or dismantling of **LESSEE'S** sign by LESSEE or LESSEE's agents, servants, employees during the term of this lease, unless such claims are a result of the City's sole negligence. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

The LESSEE specifically assumes potential liability for actions brought by the LESSEE's own employees against the LESSOR and, solely for the purpose of this indemnification and defense, the LESSEE 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.

LESSEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the LESSOR when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Article shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve LESSEE of its liability and obligation to defend, hold harmless and indemnify City as set forth in this Article of the Lease. Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

10. **LESSEE** further agrees to hold harmless and to defend LESSOR against any claims of patent or copyright infringement occasioned by the advertisement, display or use of the sign under this Lease and to indemnify LESSOR, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

11. Omitted

12. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

15. The LESSEE understands and agrees that the LESSOR, as a municipal government entity, has a particular interest in the types of advertisements that may be displayed on public property and, specifically, that the leased premises may be considered a nonpublic or limited public forum under First Amendment law. The City intends to preserve its rights to reasonably limit the content of any advertisements placed on the leased premises in a viewpoint neutral manner. Accordingly, LESSEE shall not accept advertisements for the leased premises displaying the following content criteria:

(a) Profane, obscene, violent, or sexual content or businesses, or an adult entertainment business as defined by Chapter 2.5 of the Cocoa City Code;
(b) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
(c) Content depicting conduct or encouragement of illegal activity;
(d) Content that violates a copyright, trademark or other legal ownership interest of any other party;
(e) Accusations that a particular individual is guilty of any criminal conduct or immoral activity;
(f) False, fraudulent or misleading material or content; and
(g) Content supporting or opposing political campaigns or ballot measures;
(h) Harassing and threatening content;
(i) Tobacco, alcohol or firearms products or services; and
(j) Religious messages and content.

The City expressly reserves the right to refuse and/or request immediate removal of any advertisement that, in its sole discretion, violates the content prohibitions contained herein.

16. The existing outdoor advertising structures are three (3) poster panels each panel is 10.5 x 22.75, please see attached photos in size and is not electronic. The outdoor advertising structure may not be modified with respect to size, orientation to US 1, number of sign faces, or converted to an electronic/LED billboard without the express written consent of the City of Cocoa City Manager.

17. During the term of this Lease, LESSEE will carry, at its own cost and expense, the following insurance:

(a) Workers' compensation insurance as required by law;

(b) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars ($1,000,000) as the combined single limit for each occurrence and Two Million Dollars ($2,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. LESSEE's CGL insurance shall contain a provision including the LESSOR as an additional insured. Such additional insured coverage:

(1) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors; and

(2) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LESSOR, its employees, agents or independent contractors.

(c) Business or commercial property insurance for loss of LESSEE alterations to the leased premises and LESSEE equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property; and

(d) Automobile liability coverage with coverage limit of not less than $1,000,000 which will name LESSOR as and additional insured on a primary and non-contributory basis to protect LESSEE from claims for damages for bodily injury, including wrongful death, as well as from claims for 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 LESSEE or by anyone directly or indirectly employed by LESSEE.

All policies for insurance required pursuant to this Section shall be in a form and with an insurer reasonably acceptable to the LESSOR, shall require at least thirty (30) days written notice to the LESSOR of termination or material alteration during the term, and shall waive, to the extent available, any right of subrogation against the LESSOR. If requested by the LESSOR, the LESSEE shall from time to time promptly deliver to the LESSOR certified copies or other evidence of such policies, and evidence satisfactory to the LESSOR that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the LESSEE. The LESSOR does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the LESSOR's interest or liabilities, but are merely minimums.

18. The LESSEE specifically waives and releases the LESSOR from any liability arising from any injury or damages to any property or to any person on or about the leased premises or for any injury or damage to any property of the LESSEE. The leased premises are provided "as is."

19. LESSEE shall pay any and all taxes and assessments levied upon LESSEE's sign and personal property used or kept on the leased premises.

20. Upon termination of this Agreement, LESSEE shall, within thirty (30) days, remove the sign and all equipment and related facilities from the leased parcel and restore the surface of the premises to its original condition. If LESSEE fails to remove the sign and all related equipment and facilities from the leased parcel by the time specified herein, LESSEE shall pay rent to the City in the amount per month as described in Section 2 until such time as the removal is completed. However, notwithstanding anything in the Lease or Section, City shall reserve the right to remove the sign and related equipment and facilities and either dispose of it or store it and charge the costs of same to the LESSEE.

21. LESSEE shall provide for its own utilities and shall be responsible for paying such utilities.

22. Communication and details concerning this Lease shall be directed to the following contact representatives:

Attn: City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922 321-433-8660 with copy to Anthony A. Garganese, City Attorney Garganese, Weiss, D'Agresta & Salzman, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Peter Costanza VP / General Manager 1140 N. Williamson Blvd, Suite 100 Daytona Beach, FL 32114 (386) 258-0206 With a copy to; Melaine Binns Real Estate Manager 1140 N. Williamson Blvd, Suite 100 Daytona Beach, FL 32114 (386) 258-0206 Ext 330

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given three (3) calendar days after the date of mailing. Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

23. The LESSEE shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the leased premises. If any lien or notice of lien on the account of any debt of the LESSEE shall be filed against the leased premises or the property of which the premises is a part, and the LESSEE fails to discharge the lien or notice of lien within twenty (20) days of filing, the LESSOR, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the LESSOR and all costs and expenses (including reasonable attorneys' fees and interest) incurred by LESSOR in connection therewith shall be paid by the LESSEE.

24. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the LESSEE related, directly or indirectly, to this Lease, may be deemed to be a Public Record whether in the possession or control of the City or the LESSEE. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the LESSEE is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's City Manager. Upon request by the City, the LESSEE shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Lease shall at any and all reasonable times during the normal working hours of the LESSEE be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by LESSEE to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Lease by the City upon delivery of a written notice of cancellation. If LESSEE fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to LESSEE's failure to comply with this Section, the City shall collect from LESSEE prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against LESSEE. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the LESSEE's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Lease.

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

26. Should any litigation arise concerning this Lease between the Parties, the Parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

27. The LESSOR 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 Lease shall be construed as a waiver of the LESSOR's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the LESSOR's potential liability under state or federal law. LESSEE agrees that LESSOR shall not be liable under this Lease for punitive damages or interest for the period before judgment. Further, LESSOR 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 Lease 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 Lease.

LESSEE: THE LAMAR COMPANIES,

BY: Peter Costanzo

Peter Costanzo
VICE-PRESIDENT/GENERAL MANAGER

DATE: 12/15/2020

LESSOR: CITY OF COCOA

BY: Michael C. Blake

BY: Michael C. Blake, Mayor
TITLE

DATE: 12/08/2020

(321) 433-8686
LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER / EMPLOYER IDENTIFICATION NUMBER

W-9 Name (as shown on your Income Tax Return)

PARCEL ID # 24-36-35-00-00755.0-0000.00
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

1140 N. WILLIAMSON BLVD
SUITE 100
DAYTONA BEACH,, FL 32114

Witnesses (LESSEE)

Address of LESSOR:

65 STONE STREET
COCOA, FL 32922

Witnesses (LESSOR)

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 15th day of December 2020, by Peter Contenga, the VP/General Mgr of The Lamar Companies, on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)
Melaine Binns
(Print Name)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

MELAINE BINNS
Notary Public-State of Florida
Commission # GG 332879
My Commission Expires
May 09, 2023

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 11th day of December 2020, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)
Carie E. Shealy
(Print Name)
Notary Public, State of Florida
Commission No.: GG102465
My Commission Expires: 8/30/2021

Carie E. Shealy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102465
Expires 8/30/2021

The billboards are leased for $250/month, or $3,000 annually or 20% of the net revenue sales (Percentage Rent), whichever is greater. Starting in Year 3, there are 3% rent escalations every three years. The term of the lease is for 10 years commencing on December 8, 2020, and expiring December 31, 2030. At the expiration of the lease, the tenant improvements (poles, billboards, etc.) may be removed by the lessee. The lease stipulates that the lessee may terminate this lease upon giving 30 days' notice.

The appraisal of outdoor billboards is a niche market with limited data of comparable sales. Since the sales comparison approach relies on the principle of substitution, without similar properties available, this approach does not produce credible results. This is the primary reason why the income approach is utilized.

The income approach is based on the principles of anticipation and substitution. In using the income approach to appraise a billboard, the formula for calculating value is:

$$\text{Value} = \text{Income/Rate} \quad (V=I/R)$$

The first step in calculating the value is to identify the income from market rent, which can be obtained directly from the property owner during the inspection process. The next step is to determine the appropriate capitalization rate. With limited comparable sales information available, the capitalization rate can be determined by analyzing sales with similar uses and applying that rate.

An appropriate cap rate can be determined by recent sales or current listings of billboards. We are not aware of any recent sales, but do have the following listing data:

Billboard Lease Listings

Lease Comparable 1					



Location		Building	
Name	Billboard # 2547	**Date**	1/15/2021
Address	Various	**Base Rent**	$300.00
City	Titusville	**Gross Rent**	$300.00
Lessor	Blue Line Media	**Term**	1 year
Lessee	Asking	**Rent Steps**	Flat over Term
Construction	Steel post, single-sided	**Transaction Type**	Current Listing
Traffic Count	--	**Terms**	Gross
Unit Visibility	Average, no corner, not signalized	**Concessions**	None
Distance	19.69	**Verification Source**	Blue Line Media Sales

Leases

Tenant	Size	Rent/SF	Type	Date	Term
Asking			Modified Gross	1/15/2021	1 year

Comments

The is the asking rent for a small billboard of 10' x 20', one side only. The lease rate is $300 per month. However, the minimum lease is $5,000, which would equate to 17 months.

Lease Comparable 2





Location		Building	
Name	Billboard # 2392	**Date**	9/14/2015
Address	350 S. Wickham Road	**Base Rent**	$333.33
City	West Melbourne	**Gross Rent**	$333.33
Tax ID	27-36-25-75-0000D.0-0001.00	**Expense Recoveries**	--
Lessor	ANL Inc.	**Term**	10 years
Lessee	Lamar	**Rent Steps**	5% after 5 years
Construction	Steel post, double sided	**Transaction Type**	Signed Contract
Traffic Count	32,900	**Terms**	Gross
Unit Visibility	Average, no corner, not signalized	**Concessions**	None
Distance	17.49	**Verification Source**	Mark Angeline, Owner

Leases

Tenant	Size	Rent/SF	Type	Date	Term
Lamar			Modified Gross	9/14/2015	10 years

Comments

The is the reported contract rent for a billboard along Wickham Road, with traffic counts of 32,900 vehicles per year. The annual rent is $4,000 per year, or $333.33 per month.

Lease Comparable 3					



Location		Building	
Name	Billboard # 2391	**Date**	6/15/2020
Address	Various	**Base Rent**	$500.00
City	Titusville	**Gross Rent**	$500.00
Lessor	Billboard Source	**Term**	1 year
Lessee	Asking	**Rent Steps**	Flat over Term
Construction	Steel post, single-sided	**Transaction Type**	Current Listing
Traffic Count	--	**Terms**	Gross
Unit Visibility	Average, no corner, not signalized	**Concessions**	None
Distance	19.69	**Verification Source**	Billboard Source, Corey

Leases

Tenant	Size	Rent/SF	Type	Date	Term
Asking			Modified Gross	6/15/2020	1 year

Comments

The is the asking rent for a small billboard of 10' x 22'. The lease rate is $500 per month, but the typical term is only one to six months.

Lease Comparable 4





Location		Building	
Name	Billboard # 2390	**Date**	1/1/2007
Address	3805 Cheney Highway	**Base Rent**	$375.00
City	Titusville	**Gross Rent**	$375.00
Tax ID	22-35-29-AV-*-7	**Expense Recoveries**	--
Lessor	Southern Stallions, LLC	**Term**	5 years, now Y-Y
Lessee	Lamar Outdoor	**Rent Steps**	Flat over Term
Construction	Steel post, double sided	**Transaction Type**	Signed Contract
Traffic Count	23,940	**Terms**	Gross
Unit Visibility	Average, no corner, not signalized	**Concessions**	None
Distance	15.98	**Verification Source**	Pat Fischer

Leases

Tenant	Size	Rent/SF	Type	Date	Term
Lamar Outdoor			Modified Gross	1/1/2020	1 year

Comments

This is the lease information for a billboard located at the south side of Cheney Highway in Titusville. It is a large double sided billboard. Lamar Outdoor leases owns the billboard but leases the right to place a billboard on the site. The lease rate is $4,500 per year. The lease originally began in 2007 and expired in 2012, but the owner now leases it on a year to year basis.

Lease Comparable 5





Location		Building	
Name	Billboard # 2388	**Date**	1/1/2011
Address	2000 W. King Street	**Base Rent**	$250.00
City	Cocoa	**Gross Rent**	$250.00
Tax ID	24-36-31-00-257	**Expense Recoveries**	--
Lessor	Kabboord Properties, Inc.	**Term**	20 years
Lessee	Clear Channel Outdoor	**Rent Steps**	Discussed below
Construction	Steel post, double sided	**Transaction Type**	Signed Contract
Traffic Count	26,590	**Terms**	Gross
Unit Visibility	Average - Not Corner	**Concessions**	None
Distance	2.15	**Verification Source**	Candace Estabrook

Leases

Tenant	Size	Rent/SF	Type	Date	Term
Clear Channel Outdoor			Gross	1/1/2017	20 years

Comments

This is the lease information for a billboard located along the north side of W. King Street, (SR 520) in Cocoa, FL. The billboard is double-sided and is not located at a corner. The tenant is ClearChannel Outdoor. The lease commenced January 1, 2011 and is for an initial term of 20 years. The rental rate for the land is $2,000 per year. Beginning Year 6, (2017) The lease increases to $3,000 per year or 25% of the billboard's revenue, whichever is greater. In year 11 the lease increases to $3,300 per year or 25% of the billboard's revenue. In year 16 the lease increases to $3,500 or 25%. The ownership has granted a perpetual easement that allows for the erection of the billboard, and access to it for maintenance, repair etc. This is the lease rate for the land, the billboard is owned by Clear Channel.

Lease Comparable 6





Location		Building	
Name	Billboard # 2387	**Date**	3/1/2019
Address	4260 N. Courtenay Parkway	**Base Rent**	$825.00
City	Merritt Island	**Gross Rent**	$825.00
Lessor	Mickey Uddin	**Term**	2 years
Lessee	Obloy Farms	**Rent Steps**	15% per year
Construction	Steel post, double sided	**Transaction Type**	Signed Contract
Traffic Count	14,320	**Terms**	Gross
Unit Visibility	Good - Corner location, not signalized	**Concessions**	None
Distance	5.92	**Verification Source**	Joe Kalata

Leases

Tenant	Size	Rent/SF	Type	Date	Term
Obloy Farms	3,148	$12.00	Modified Gross	3/1/2019	2 years

Comments

This is the lease information for a billboard located at the southeast corner of N. Courtenay Parkway and Hall Road, approximately two miles north of SR 528. The billboard is double-sided and is leased by Obloy Farms Family Ranch and Petting Zoo. The lease began on March 1, 2019 for a two-year term. The lease was originally $700 per month but as of March 1, 2020, the lease rate was increased to $825 per month. This includes both sides of the sign.

Comp #	Address City/State	Property Name Tenant	Date	Term	Type	Rent/Mo.
1	Various Titusville, FL	Billboard # 2547 Asking	1/15/2021	1 year	Modified Gross	$300
2	350 S. Wickham Road West Melbourne, FL	Billboard # 2392 Lamar	9/14/2015	10 years	Modified Gross	$333
3	Various Titusville, FL	Billboard # 2391 Asking	6/15/2020	1 year	Modified Gross	$500
4	3805 Cheney Highway Titusville, FL	Billboard # 2390 Lamar Outdoor	1/1/2020	1 year	Modified Gross	$375
5	2000 W. King Street Cocoa, FL	Billboard # 2388 Clear Channel Outdoor	1/1/2017	20 years	Gross	$250
6	4260 N. Courtenay Parkway Merritt Island, FL	Billboard # 2387 Obloy Farms	3/1/2019	2 years	Modified Gross	$825

The rents range from $3,000 per year up for a billboard along King Street, to $9,900 per year for a billboard at a signalized, corner location. The subject consists of three large billboards, on a high traffic throughfare. Two of the billboards can be seen by south-bound traffic and one is visible to north-bound traffic. However, the two boards visible to south-bound traffic are on the east side of S. Cocoa Boulevard. The market rent for the subject billboard is estimated to be toward the lower end of the range, at $3,000 per year.

Billboard properties are considered to be a specialized use and data concerning an appropriate capitalization rate is scarce. It is important to note for this analysis we do not have any terms for the lease, other than annual rental amount.

The subject's current contract rent for the billboards is $3,000 annually. Based on the long term nature of this lease and the data we have on hand, it appears that the current contract rent is likely representative of market rent although near the very lower end of the market considering the number of signs involved.

In order to support a rate estimate, we referred to RealtyRates.com. This source is considered to be an authoritative resource for tracking national overall capitalization rates on commercial property. Realty Rates is widely recognized as an authoritative source for capitalization and discount rates, cash flow assumptions, and actual criteria of active investors, as well as property market information. Specific rates for billboard properties are not provided. However, Realty Rates has a category for All Types of Special Purpose properties.

The most recent investor survey for capitalization rates is summarized below.

INVESTOR SURVEY – 1st Quarter 2021			
Type	**Minimum**	**Average**	**Maximum**
Overall Capitalization Rates From Survey			
Special Purpose – All Types	5.40%	10.99%	18.55%
Source: RealtyRates.com			

According to Signvalue.com, as of January 2021, cap rates for billboards are from 8% to 12%. Based on the survey's average indication, we conclude that a rounded estimate of an 10% overall rate is appropriate for the subject billboard sign income. The following calculation is made:

Income Capitalization	$3,000 annual income / 0.10	= $30,000
Rounded		= $30,000

Accordingly, we estimate the value contribution of the commercial billboard on the subject parcel at $30,000.

Contributory Value of Billboard Lease
Thirty Thousand Dollars
$30,000

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indications

Cost Approach:	Not Developed
Sales Comparison Approach:	$1,725,000
Income Approach: Utilized for the Billboard	
Contributing Value of Billboard:	$ 30,000
Total Value Conclusion:	**$1,755,000**

Cost Approach

The Cost Approach to Value is most applicable for new, nearly new, or proposed improvements which represent the Highest and Best Use for the land. A cost approach was not applied since the subject is vacant redevelopment land.

Sales Comparison Approach

The Sales Comparison Approach is most reliable when the market provides an ample supply of improved comparable sales. A sales approach was applied as there is adequate data to develop a value estimate, and this approach would be considered by most market participants for this property type. The sales presented are recent, MF and similar in location, functionality, and with a range of appeal that the subject would fall in between. We believe that the direct sales comparison approach on a per unit basis is far more representative of current market participant actions than any residual analysis that is fluctuating based on various construction costs plans. There is consistency and high correlation between the sales on a per unit basis that strengthen this conclusion. All weight is given to the Sales Comparison Approach in the analysis of the subject property, the concluded value for the subject site is $1,725,000.

Income Approach – Direct Capitalization

An income approach was not applied. The subject is vacant land and this method does not accurately reflect market participant actions. There are three billboards on a portion of the subject site that generates income. We utilized the income approach in our analysis of the billboard income. The concluded value for the value of the Billboard is $30,000.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusions, subject to the Limiting Conditions and Assumptions of this appraisal.

The Current Market Value of the Fee Simple estate of the property,
as of March 18, 2021, is:
One Million Seven Hundred Fifty-Five Thousand Dollars
$1,755,000

The above value includes the value of the subject parcel, at $1,725,000 and the contributing value of the billboard, $30,000.

Certification

We certify that, to the best of our knowledge and belief, ...

1. The statements of fact contained in this report are true and correct.

2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analysis, opinions and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

5. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

7. This report and its use are subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, and to the requirements of the State of Florida relating to review by its Real Estate Appraisal Board.

8. We have made a personal inspection of the property that is the subject of this report.

9. No one provided significant professional assistance to the persons signing this report.

10. The value estimates in this report were not based on a requested minimum valuation, a specific valuation, or for the approval of any loan.

11. We have the knowledge and experience on the type of property appraised to meet the USPAP Competency Requirements.

12. Angelia Coleman, State Certified Residential Appraiser, RD8404 provided significant help in demographics analysis, property information, and market research.

13. As of the date of this report, Matthew W. Jehs, has completed the continuing education program for Designated Members of the Appraisal Institute.

14. We have performed prior appraisal services regarding the subject property on October 17, 2017. No other services have been performed regarding the subject within the previous three years of the appraisal date.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Angelia Diane Coleman
Cert Res RD8404

Addenda

Definitions

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

> Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,
>
> 1. Buyer and seller are typically motivated;
>
> 2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
>
> 3. A reasonable time is allowed for exposure in the open market;
>
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

A **Fee Simple** interest is defined[2] as:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

A **Leased Fee** interest is defined[2] as:

> An ownership interest held by a landlord with the rights of use and occupancy conveyed by a lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

[2] Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th ed. (Chicago: Appraisal Institute, 2002).

Marketing Time is defined[2] as:

1. The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.

2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

Exposure Time is defined[2] as:

1. The time a property remains on the market.

2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions")

   Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented. (The Report of the Appraisal Institute Special Task Force on Value Definitions qualifies exposure time in terms of the three above-mentioned values.) See also marketing time.

Gross Building Area (GBA) is the total floor area of a building, including below-grade space but excluding unenclosed areas, measured from the exterior of the walls. Gross building area for office buildings is computed by measuring to the outside finished surface of permanent outer building walls without any deductions. All enclosed floors of the building including basements, mechanical equipment floors, penthouses, and the like are included in the measurement. Parking spaces and parking garages are excluded.[2]

Rentable Area (RA) is the amount of space on which the rent is based; calculated according to local practice.[2]

Gross Leasable Area (GLA) the total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines, and measured from the center of interior partitioning to outside wall surfaces; the standard measure for determining the size of shopping centers where rent is calculated based on the GLA occupied. The area for which tenants pay rent. [2]

As Is Value
The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. [2]

Stabilized Value

1. A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods, when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value.

2. A value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a bonus or premium for material, the abnormal inefficiency of labor, the cost of delay or an excessive sale price, e.g., a premium paid due to a temporary shortage of supply.[2]

   In layman's terms, stabilized value is the prospective value of a property after construction has been completed and market occupancy and cash flow have been achieved.[3]

As Complete Value
The prospective value of a property after all construction has been completed. This value reflects all expenditures for lease-up and occupancy that may be expected to have occurred at that point in time, which may or may not put the property at stabilized value. [2]

[3] Narrative1.com. Thomas W. Armstrong, MAI

SE SUBDISTRICT PERMITTED USES

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Residential																		
Adult Congregate Living Facilities (ACLF)		SE	SE				SE		SE		SE		SE			SE		
Group Homes, 6 or fewer residents					P	P												
Group Homes, 7 or greater residents					SE	SE												
Live-Work						RP												
Multi_family dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Senior elderly only housing													SE					
Single-family, detached dwellings	P	P			P					P			P					
Single-family, attached dwellings		P	P		P	P	P		P		P					P		
Recreation Facilities																		
Marinas			P			P	P		P		P					P		
Outdoor Arena facilities											SE							
Parks, Public and Private			SE	SE		SE	SE	SE	SE		SE	SE		SE		SE		SE
Public Parks and Playgrounds	SE	SE			SE					SE			SE					
Office																		
Professional service/office				P				P				P	P	P				P
Professional offices, studios, clinics, labs, general offices			P			P	P		P		P		P			P		
Business services-secretarial, drafting, repro			P	P		P	P	P	P		P	P	P	P		P		P

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Community / Service Uses																		
Child care centers, day nurseries, kindergartens		SE	SE	SE	SE	SE	SE	SE	SE		SE	SE	P	SE		SE		SE
Churches, and associated buildings	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Clinic, Animal			SE			SE	SE		SE		SE		SE			SE		
Museums, Galleries, Community Centers, Libraries	SE	SE	P		SE	P	P		P	SE	P					P		
College or University			SE				SE		SE		SE					SE		
Elementary School			SE				SE		SE		SE					SE		
Middle School			SE				SE		SE		SE					SE		
High School			SE				SE		SE		SE					SE		
Vocational School			SE				SE		SE		SE					SE		
Technical Schools, not with an industrial nature			SE				SE		SE		SE		SE			SE		
Electronic communication/trans facilities & exchanges	SE		SE			SE	SE		SE	SE	SE		SE		SE	SE	SE	
Hospitals																		
Medical Facilities		SE			SE													
Medical & Dental Clinics & Labs			P	P		P	P	P	P		P	P	P	P		P		P
Nursing homes			SE			SE	SE		SE		SE		SE			SE		
Sewer lift Stations	SE	SE	P	SE	SE	P	P	SE	P	SE	P	SE	SE	SE	SE	P	SE	SE
Utilities		SE		SE	SE			SE				SE		SE				SE

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Commercial																		
Adult Entertainment Establishment & Sexually Oriented Businesses (see section 2.5 adult																		
Automotive Repair, enclosed structure													SE					
Automotive service stations and Wash (accessory)													P					
Bar or Lounge			SE			SE	SE		SE		SE		SE		SE	SE	SE	
Bed and breakfast establishments		SE	P	SE	P	P	P	SE	P		P	P		SE		P		SE
Car wash, full or self-service													P					
Convenience Store with gas pumps													P		P		P	
Cultural Centers, Museums, Galleries, Community Centers (commercial)			P			P	P		P		P					P		
Dry cleaning Establishments			SE			SE	SE		SE		SE		P			SE		
Financial Institutions			P	P		P	P	P	P		P	P	P	P		P		P
Gym and Fitness facilities			P			P	P		P		P					P		
Hotels and Motels		SE	P	P		P	P	P	P		P	P		P	P		P	
Package Store, beer and wine			SE			SE	SE		SE		SE		P		P	SE	P	
Parking, public or private			SE	P		SE	SE	P	SE		SE[3]	P		P		SE		P
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor.			P	P		P	P	P	P		P	P	P	P	P	P	P	P
Pharmacy, Optical services			P			P	P		P		P		P			P		
Plant Nurseries, greenhouses															P		P	
Printing, Engraving, Repro, Publishing			P			P	P		P		P					P		
Private Clubs and Lodges	SE	SE	P	P	SE	P	P	P	P	SE	P	P	SE	P	P	P	P	P
Recreation structures, theatres, driving ranges, bowling alleys (not drive in theatres)			SE			SE	SE		SE		SE		P		P	SE	P	
Repair Service Establishments			P			P	P		P		P					P		
Restaurants			P	P		P	P	P	P		P	P		P		P		P
Retail Stores (except Automotive)			P			P	P		P		P		P			P		
Retail Commercial				P				P				P		P				P
Retail Sales outlet													P		P		P	
Retail Stores w/outside display															P		P	
Sales Office - temporary - no longer than 120 days			SE			SE	SE		SE		SE					SE		
Self-Service Storage			SE			SE	SE		SE		SE		SE			SE		[4]

CO COTTAGE

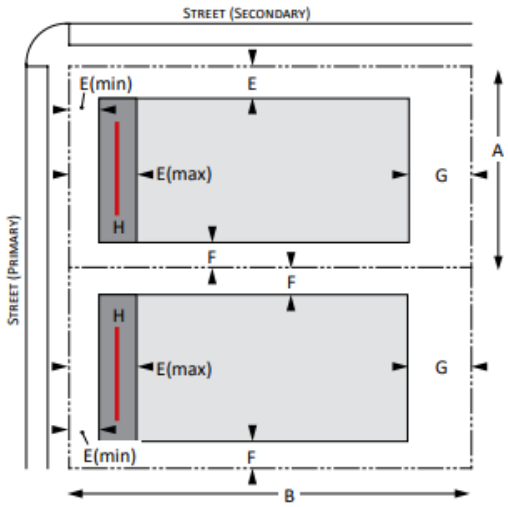
A building lot located and designed to accommodate a small detached building with small side and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	25	40
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	3,000	4,800
D - Lot Coverage (%)	--	50
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	3	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	70	90
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	2
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, S	

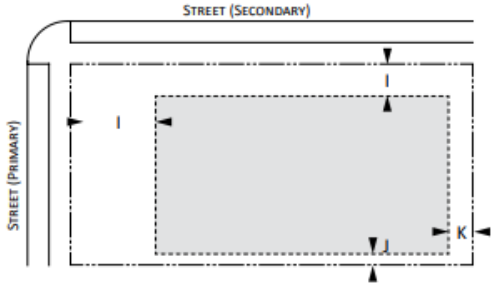


EXAMPLE

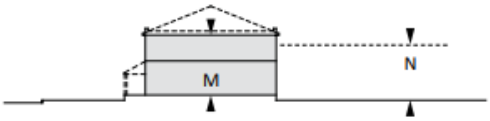
LOT REQUIREMENTS AND BUILDING ENVELOPE



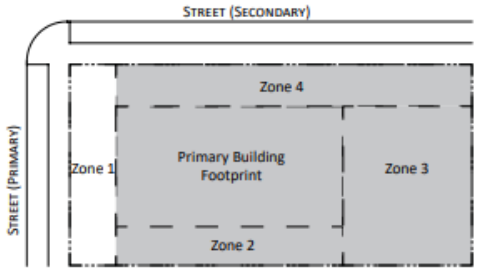
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



TH TOWNHOUSE

A building lot located and designed to accommodate a building with sidewalls on both side building lot lines and a private garden to the rear.

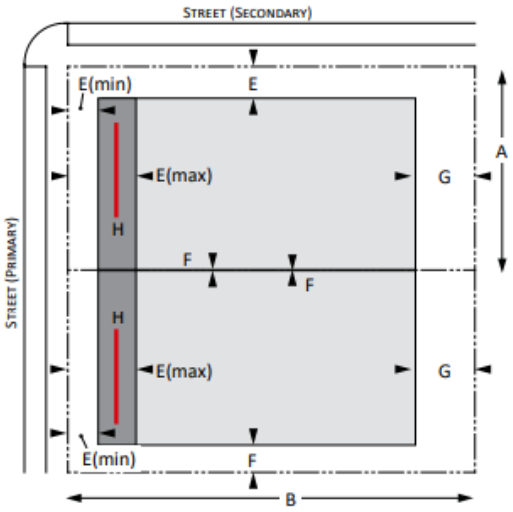
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	30^
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	3,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, S	

^ End unit lot may be up to 10' larger.
* 10' Separation required from adjacent detached building.

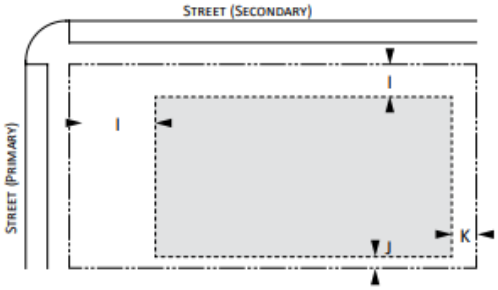


EXAMPLE

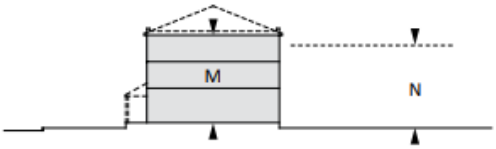
LOT REQUIREMENTS AND BUILDING ENVELOPE



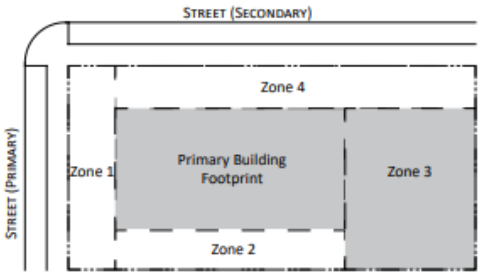
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



AB APARTMENT BUILDING

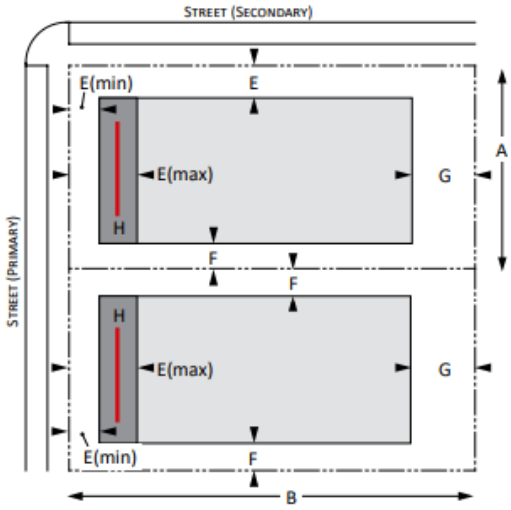
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	150
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	4,000	40,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, F, S	

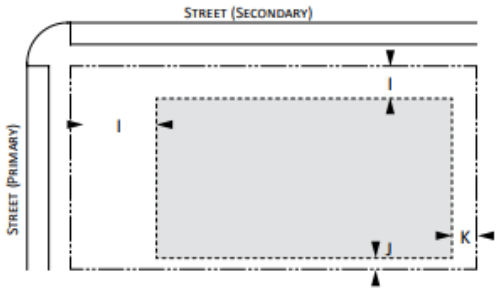


EXAMPLE

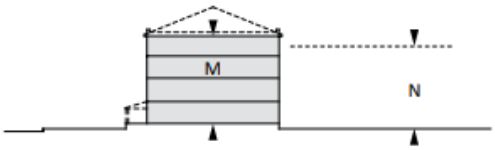
LOT REQUIREMENTS AND BUILDING ENVELOPE



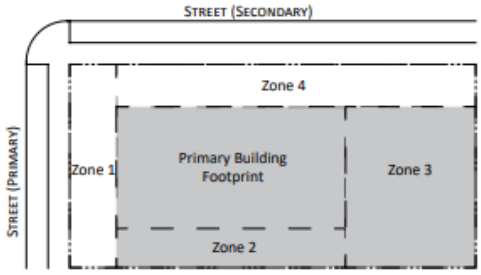
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CA COURTYARD APARTMENT

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

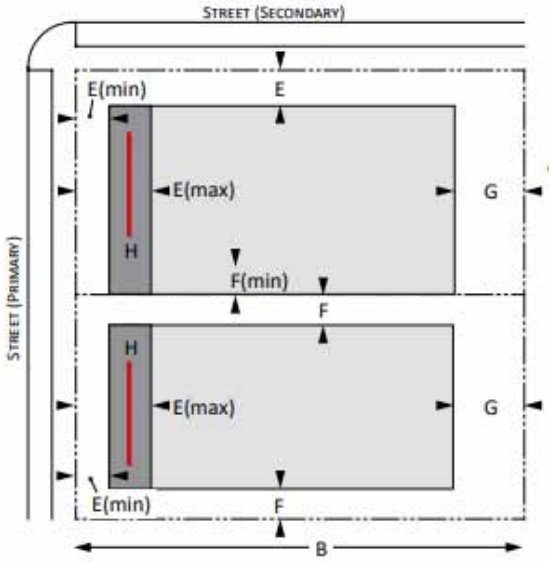
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	80	120
B - Lot Depth (ft)	80	180
C - Lot Size (sf)	9,000	20,000
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	10
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	75
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	F	

* 10' Separation required from adjacent detached building

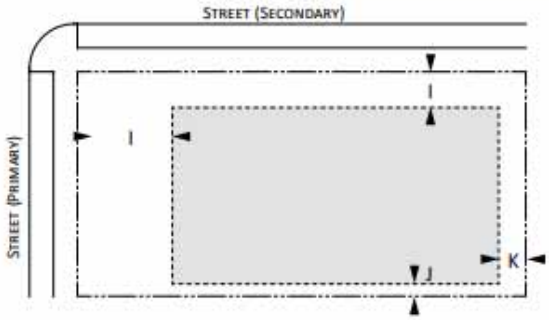


EXAMPLE

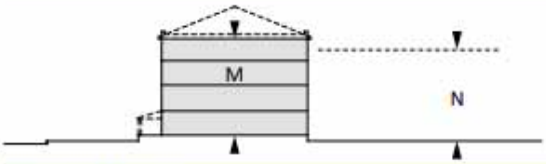
LOT REQUIREMENTS AND BUILDING ENVELOPE



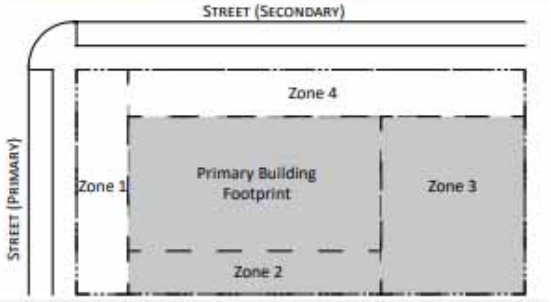
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CS COMMERCIAL/ MIXED-USE - SMALL

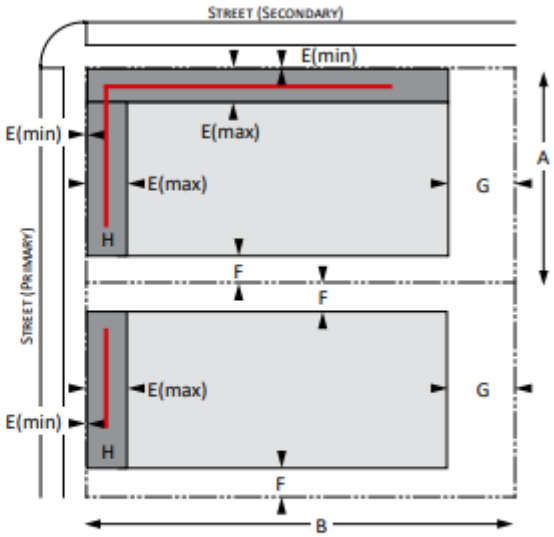
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for smaller lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,800	7,200
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	6
G - Rear Setback (ft)	5	--
H - Frontage Buildout (%)	80	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	C	

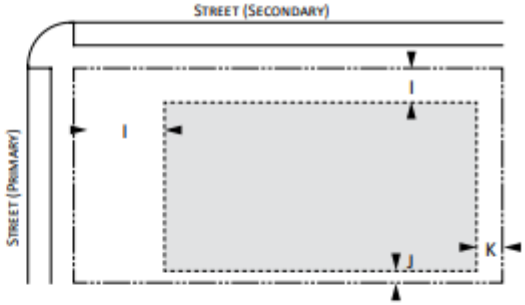


EXAMPLE

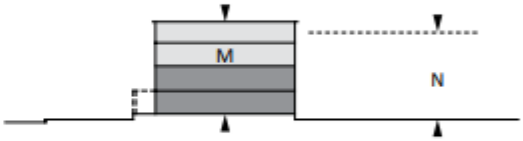
LOT REQUIREMENTS AND BUILDING ENVELOPE



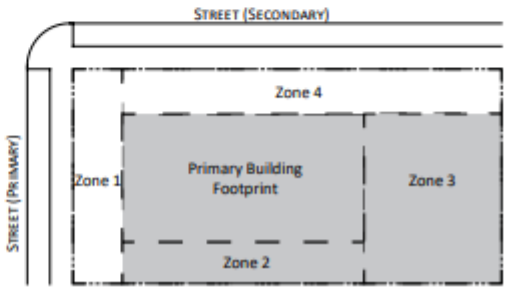
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL / MIXED-USE - MEDIUM

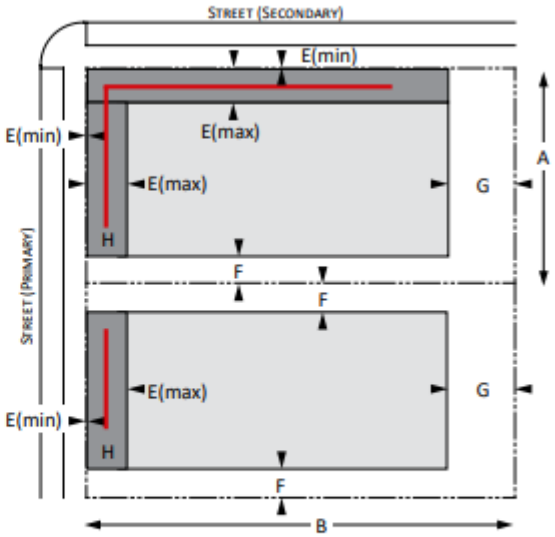
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for average lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	60	120
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	60,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	5
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

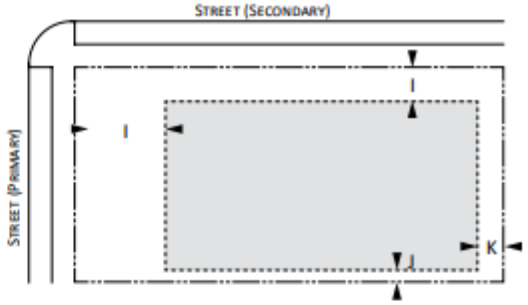


EXAMPLE

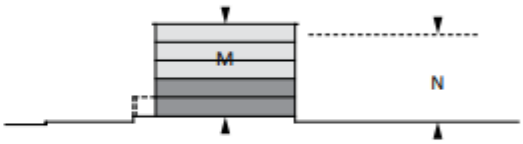
LOT REQUIREMENTS AND BUILDING ENVELOPE



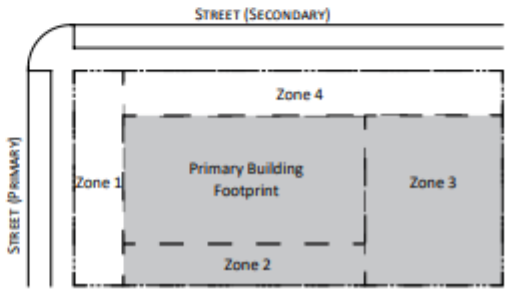
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



IT INSTITUTIONAL

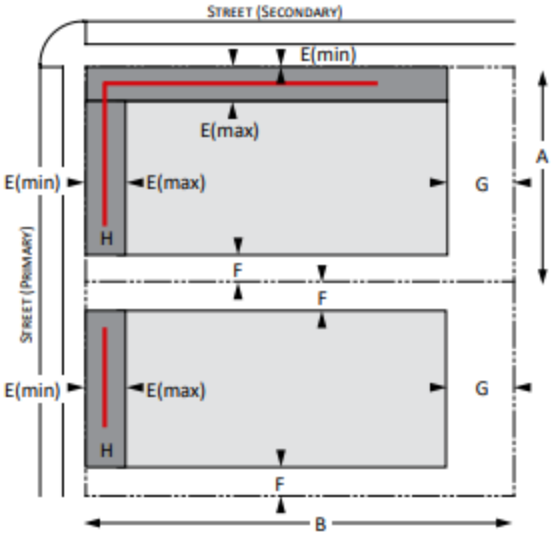
A building lot located and designed to accommodate institutional users such as day care, social services, hospitals, places of worship, and schools.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	MIN	MAX
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	MIN	MAX
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	MIN	MAX
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
Allowable Frontages	C *	

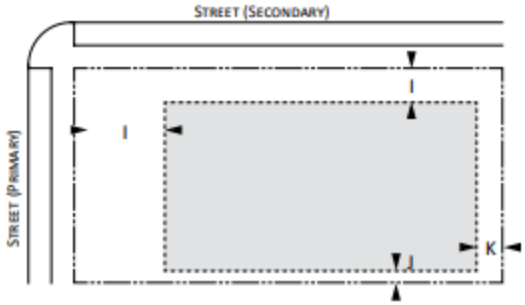


EXAMPLE

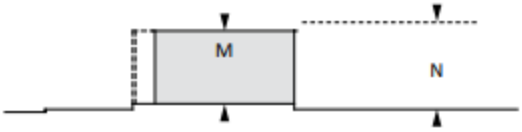
LOT REQUIREMENTS AND BUILDING ENVELOPE



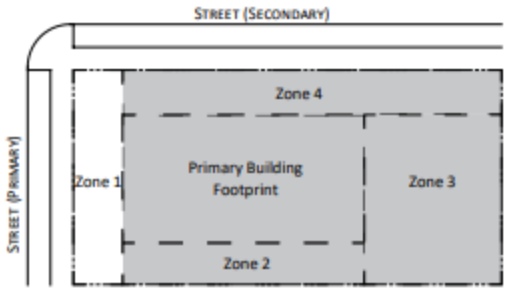
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



PROFESSIONAL QUALIFICATIONS
OF
MATTHEW W. JEHS

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 19 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
Executive Board Member Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

Engagement Letter

SERVICE

CITY OF COCOA

PAGE 1

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77753

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 5029
VENDOR FAX NO.: 321-723-4375
VENDOR PH NO.: 321-723-7010

DATE 9/16/2021
DATE REQUIRED 9/30/2021

DELIVER TO:

TUTTLE ARMFIELD WAGNER
APPRAISAL & RESEARCH INC
111 W NEW HAVEN AVE
MELBOURNE FL 32901

City of Cocoa
COMMUNITY SERVICES
65 STONE STREET
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # CS 0000042426 LCHABOT/NB/3230

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1.00	SUM	APPRAISAL FOR VACANT LOT AT 915 FLORIDA AVENUE Appraisal fee quote for the 4.32 acres vacant land located at the southwest corner of Rosa L. Jones and Florida Avenue, Cocoa, FL 32922. Further Identified at 2426343	2800.0000	2800.00
				TOTAL	2800.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

00132005153400
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent