



AGENDA

BAYFRONT COMMUNITY REDEVELOPMENT AGENCY

Regular Meeting No. 2019 – 01
February 26, 2019 – 6:30 p.m.
City Hall Council Chambers
120 Malabar Rd SE, Palm Bay, FL 32907

CALL TO ORDER:

ROLL CALL:

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda (indicated with asterisks(*)). They will be enacted by the BCRA Commissioners in one motion. If discussion is desired by the BCRA Board, that item will be removed from the Consent Agenda by the Board and will be considered in the order that it appears on the agenda.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

Public Comments on Agenda Items – Individuals wishing to address agenda items can do so at the time the agenda item is being considered by the Agency. The Chairperson will ask if there are any public comments prior to the Agency taking action on the item. All speakers will be limited to three (3) minutes for non-agenda items.

NEW BUSINESS:

1. Introduction of the new BCRA Administrator, Joan Junkala.
 - a. Joan A. Junkala Resume
2. Northshore tri-party utility agreement.
 - a. Water and wastewater system agreement for Northshore at Palm Bay, Phase I (Multi-Family)
3. Consideration of proposal from Boy Scouts of America to engage in an Eagle Scout Service Project Plan to provide landscaping and beautification efforts at Castaway Point.
 - a. Eagle Scout Service Project Proposal

COMMISSIONER REPORTS:

OTHER AGENCY BUSINESS:

ADJOURNMENT:

If an individual decides to appeal any decision made by the Bayfront Community Redevelopment Agency with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim. In accordance with the Americans with Disabilities Act and Section 90.6063(4), Florida Statutes, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Office of the Bayfront Community Redevelopment Agency at (321) 409-7187 or Florida Relay System at 711.

JOAN A. JUNKALA

1322 Lemur Lane, Melbourne, FL 32940
(561) 703-3766 | jjunkala@gmail.com | www.linkedin.com/in/joanjunkala

Over 15 years of experience working for state, county, and municipal government, with over a decade of experience working directly in economic development, global business development, and community redevelopment, facilitating in business relocation and expansion, retail and franchisee attraction and recruitment, and various community redevelopment efforts.

PROFESSIONAL EXPERIENCE

President Community Development Strategies, Inc. January 2017 – current

Provide consulting and technical services to community leaders, realtors, project managers, and land developers on a range of areas to include navigating regulatory agencies, local municipal agencies and boards such as planning and zoning, building and permitting, economic development and community redevelopment. Assist clients with identifying funding strategies, community planning and program development, grant writing, and community engagement.

Sample clients include:

City of Rockledge

On-going multi-year sole-source agreement for economic development and community redevelopment consulting services with projects to include facilitating economic development incentive agreements with developers; CRA program development and facilitation; economic development-related marketing to include marketing materials and representation

FC Prime, Inc.

Professional Services Agreement for consulting services related to company representation/advocate, business development, preparing and submitting for bid-opportunities, government relations, etc. Develop and submit responses to Requests for Letters of Interest to City of Palm Beach Gardens as well as Broward County.

Sheriff Property Management, LLC

Developed property profiles and other marketing materials in preparation for International Council of Shopping Centers (ICSC) Florida Conference

O Wave Inc and Wave Developments LLC

Compile market data and prepare and deliver project presentation on behalf of client (Phase 1)
Represent and negotiate incentives/grants/fee waivers on behalf of client for development of vacant commercial property within the City of Titusville (Phase 2)

Carras Community Investments, Inc

Develop, maintain, and analyze survey for local non-profit Community Development Housing Organizations. Compile data and prepare presentation on needs and impediments to affordable housing in Broward County, FL in preparation for Broward Housing Intermediary business plan.

Florida Licensed Real Estate Sales Associate (SL3382476)
Watson Commercial Real Estate
April 2017 – current

Providing real estate services to both realtors and clients regarding a variety of commercial, industrial, and unimproved land development strategies. Serve as an intermediary between client and regulatory agencies and provide technical expertise to navigate land development, financing, or permitting challenges. Aid real estate professionals in retail recruitment and attraction, providing site criteria research on potential commercial users through use of Retail Lease Trac, Regis, and other software platforms.

Economic Development Manager
City of Cocoa
March 2014 – January 2017

Perform day-to-day administration and supervision of the Economic Development Division, and carry out the mission to enhance the competitiveness of the city through the attraction of new business and creation of new job opportunities, while expanding the tax base of the City

Manage the Division's operating budget of over \$563,000 as well as operating budgets for the three Community Redevelopment Agencies of the City totaling over \$1.7 million.

Evaluate, develop, implement, and monitor economic development and redevelopment incentive and grant programs as a tool to facilitating business attraction and relocation, business retention and expansion, commercial retail opportunities, area re-development, and other high visibility projects

Develop and maintain relationships with existing businesses, key stakeholders, elected officials, resource partners to include financial institutions, realtors/brokers, educational institutions, industry associations, other governmental agencies in Brevard County, Central Florida region, and state-wide, and more.

Identify and address impediments to carrying out the City's mission, to include redevelopment of underutilized and blighted areas and conditions, marketing of available vacant buildings and properties, and revitalization of commercial corridors through utilization of federal and state grants such as U.S. Environmental Protection Agency's Brownfields Program, Florida Inland Navigation District, and Florida Department of Transportation to name a few as well as local tools to include commercial façade improvement programs, utilities improvement programs, workforce skills training grants, ad valorem tax abatements, impact fee credit waivers, and others.

Manage three Community Redevelopment Agencies (CRA) of the City of Cocoa, coordinating their respective monthly board meetings, and the projects and initiatives of the three Agencies.

Develop, direct, and coordinate economic development-related studies, conduct and coordinate basic economic development and fiscal analyses, and feasibility studies

Manage the City's annexation program, respond to requests for annexation, and conduct and analyzes annexation surveys, feedback, and cost-benefit analyses

Prepare economic development related press releases, articles, summaries, agendas, and quarterly reports

Participates and serves on local economic development-related boards, councils, and committees of several resource and partner organizations, to include CareerSource Brevard's Advancing in Manufacturing (AIM) initiative; EDC of Florida's Space Coast's Board of Directors, Ad Valorem Tax Abatement Council, and Site Readiness Taskforce; weVenture's Ignite360 business mentorship

**Economic Development Specialist
City of Cocoa, FL
August 2012 – March 2014**

Serve as the key point of contact for economic development related activities in the City

Manage Economic Development Division's operating budget with little oversight

Recruit and attract new businesses and industry, and maintain relationships with existing businesses for retention of businesses and jobs in the community

Implemented new business attraction and retention initiatives to include a database of available vacant commercial and industrial properties for sale or lease in the city; a database of new businesses in the City on a monthly basis for outreach and site visitation; streamlining the building permit fee schedule of the Building Division to increase the competitiveness of the City

Manage economic development related content on the City's website and social media as well as handled all economic development related news media

Plan and coordinate business development workshops and seminars to include topics such as exporting, business finance, and disaster preparedness

Serve on the Board of Directors for the EDC of Florida's Space Coast, City's Enterprise Zone Development Agency, and Cocoa Beach Regional Chamber of Commerce's Business Resource Council

**Economic Development Assistant
Broward County, FL
April 2008 – August 2012**

Support existing industry through business retention or expansion services, such as export assistance, technical assistance, incentives and workforce information, with special emphasis on small to medium sized businesses located in Broward County.

Promote Port Everglades' Foreign Trade Zone (FTZ) No. 25, in conjunction with port and airport facilities to increase exports for Broward County businesses, positioning Broward businesses to take advantage of FTZ opportunities and benefits.

Enhance the economy of Broward County by recruiting new business and industry through responding to and/or coordinating meetings with domestic and international leads.

Conduct market research on specific foreign market regions or countries as well as industry feasibility studies
Coordinate and plan, individually or in partnership with other entities, seminars and workshops on international trade programs that foster small business growth and job creation, including moderating or presenting topics

Serve as a representative on external domestic and international functions/programs, to include Women's Business Development Council, Co-Chair of Organization for Women in International Trade, and Pompano Beach CRA Business Resource Center

Prepare Memoranda of Agreements (MOA), Agendas, and Resolutions related to the economic development and global business development/international trade for Broward County Board of County Commission meetings

EDUCATION

CEcD (Certified Economic Developer) *in progress*

Anticipated in Fall 2019, International Economic Development Council

(Hold certificates for Basic Economic Development Course; Business Retention & Expansion; Economic Development Marketing & Attraction; Real Estate Development & Reuse; Economic Development Credit Analysis & Finance, Managing Economic Development Organizations)

Licensed Real Estate Sales Associate

License # SL3382476 Florida Division of Real Estate

Certified Life & Business Coach

August 2014, Coach U

Bachelor of Urban and Regional Planning

December 2008, Florida Atlantic University

Associates of Arts

December 2005, Florida Atlantic University

SKILLS

Proficient in Microsoft Word, Excel, PowerPoint, CRM

Customer-oriented, business friendly, tactful and professional relationship-building approach, able to navigate a political environment and with elected officials, and experience with government ethics policies and protocol

REFERENCES

Nancy Dresser-Bunt
Deputy Community Services Director
City of Cocoa
(321) 433-8511

Tony Masone
Broker
Watson Commercial Real Estate, Inc.
(321) 693-8669

Jim Carras
Principal
Carras Community Investments, Inc.
(954) 415-2022

** Testimonials also available on my website at www.cdstrategiesinc.com

PROFESSIONAL ACCOMPLISHMENTS FOR JOAN A. JUNKALA

Featured in the Brevard Business News, Volume 33 No. 11 dated March 16, 2015

Facilitated over \$152 million in private capital investment, resulting in over 1,546 new jobs in Cocoa since August 2012, to include the business attraction and recruitment of a new Wal-Mart Distribution Center in Cocoa, which is anticipated to generate over \$96 million in building construction and machinery and equipment, and 239 new jobs following certificate of occupancy in early 2018.

Responsible for project bidding and awarding

- Economic Base Analysis (2015-2016) \$50,000 contract
- Design and Engineering of additional boater day slips (2016-2017) \$35,000
- Riverfront Pedestrian Connector construction (2016-2017) \$375,000

Oversaw federal and state funding for City projects

- Florida Department of Transportation Road Widening and Beautification project costing nearly \$4 million for the construction of approx. three-mile stretch of US 1 in Cocoa
- Assisted with oversight on a \$400,000 Brownfields Grant through the U.S. Environmental Protection Agency for the purpose of Phase I and Phase II Environmental Site Assessments
- Two (2) Florida Inland Navigation District matching grants
 - \$75,000 for design and engineering of a riverfront pedestrian connector
 - \$187,500 for the construction of the a riverfront pedestrian connector (ongoing)

Procured, design and implemented a stand-alone \$10,000 website solely for the Office of Economic Development

Design and implemented a \$7,500 client relationship management (CRM) tool to capture project data and relationship management from economic development related activity

Design and implemented an annual community-wide job fair program (four-years running) utilizing multiple resource agencies, educational institutions, and drawing an average of 25 major employers and over 400 job seekers across the region.

Design and implemented a multi-faceted business retention and expansion program (P.R.O. Business) to be used as a tool for business retention, relationship building, business promotion and marketing, and fostering an environment whereby businesses can utilize tools and resource to grow and prosper.

Designed and implemented two new economic incentive programs (Economic Development Incentive Fund and Commercial Property Enhancement Program) and revamped two existing economic incentive programs (Ad Valorem Tax Abatement Program and Small Business Assistance Program)

Developed and implemented the City of Cocoa's first ever economic development quarterly newsletter system

MEMORANDUM



TO: BCRA Commissioners

FROM: Andy Anderson, Interim Deputy City Manager

DATE: February 26, 2019

RE: New Business Item #2 – Northshore Tri-Party Utility Agreement

As part of the original agreement with Northshore Development, it was requested that Utility Impact Fees were waived. While looking into this, it was determined that waiving the fees was not permissible under local ordinance and state legislation.

It was determined that the BCRA could pay the impact fees and utilize the collected fees for infrastructure improvement within the district. This would ensure that the allocated impact fees are allocated exclusively within the district to address water and sewer infrastructure issues.

FISCAL IMPACT:

Year 1 - \$550,000 from 2006 Bond Proceeds
Year 2 - \$223,900 from TIF proceeds
Year 3 - \$223,900 from TIF proceeds
Year 4 - \$223,900 from TIF proceeds
Year 5 - \$223,900 from TIF proceeds

STAFF RECOMMENDATION:

Approval of the Northshore Tri-Party Utility Agreement

**THIS INSTRUMENT PREPARED UNDER
THE DIRECTION OF AND SHOULD BE
RETURNED TO:**

Palm Bay Utilities Director
City of Palm Bay
250 Osmosis Drive SE
Palm Bay, FL 32909
321-952-3410

For Recording Purposes Only

CITY OF PALM BAY WATER AND WASTEWATER SYSTEM AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between **Palm City Investments F.H., LLC FEI/EIN 81-5375252** authorized to do business in the State of Florida (hereafter "DEVELOPER" and **CITY OF PALM BAY, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereafter the "CITY").

Project: Northshore at Palm Bay, Phase I (Multi-Family) Parcel ID 28-37-14-00-5 & 28-37-14-FK-*-1.0128-37-14-00-5

R E C I T A L S

1. The DEVELOPER has or is about to develop real property more particularly described in Exhibit "A" attached to and incorporated herein by reference (hereinafter "the Property").
2. The DEVELOPER is desirous of prompting the modification, replacement, construction and/or maintenance of central water and wastewater facilities so as to receive adequate service.
3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out and in accordance with all applicable laws, water and wastewater service through central water and wastewater facilities, to accept and operate

water distribution and wastewater collection systems, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water and wastewater service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and wastewater service to the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money and/or property represented by the value of the water distribution and wastewater collection systems constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay and/or transfer to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water and wastewater service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to construct, own, maintain, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property and that the foregoing grants shall be perpetual. The CITY covenants that it will use due diligence in ascertaining all easement locations; however, should the CITY install any of its facilities outside a dedicated easement area, DEVELOPER, its successors and assigns covenant and agree that the CITY will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the wastewater industry with respect to the installation of all its water and wastewater facilities in any of the easement areas. The DEVELOPER in

granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easement to other entities to provide to the Property any utility services other than water and wastewater service. The route of the lines from the DEVELOPER's Property to the CITY's Facilities shall be as determined by the CITY, and the DEVELOPER shall obtain, at its own expense, upon direction by the CITY, any and all easements necessary which easements shall be in favor of the City of Palm Bay. The DEVELOPER agrees to dedicate to the CITY an easement, as to be determined by the CITY, so as to allow the CITY to enter the Property and make such alterations, repairs, or other work, as CITY shall deem necessary to achieve efficient service in the sewer system. Any easement shall be dedicated to the CITY and recorded in the Public Records of Brevard County, Florida, with the plat, at DEVELOPER's expense.

SECTION 4. CONDITIONS TO AND PROVISION OF SERVICE; PAYMENT OF RATES; BILLINGS.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution and wastewater collection facilities installed by DEVELOPER to the central water and wastewater facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water and wastewater service to the Property and DEVELOPER, its successors and assigns have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water and wastewater systems of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water and wastewater service.

4.2. The DEVELOPER, its successors and assigns agree to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service.

4.3. The DEVELOPER warrants and represents that it is either the owner of the Property or has the complete authority to act on behalf of the owner in executing this Agreement and that the capacity purchased pursuant to Section 6 shall run with the land. It is acknowledged that this Agreement is for the purpose of providing a volume and rate of service to the property described and that charges to be paid to the CITY for use of the system shall be charged to the ultimate user. Any increase in volume or rate of flow shall make this Agreement void or voidable in the discretion of the CITY, after providing

DEVELOPER notice pursuant to this Agreement. The CITY reserves the right to collect additional fees if the volume or rate of flow increases.

4.4. For the use of the CITY's Facilities, the Customer shall pay a user rate established by the City Council of the City of Palm Bay, the billing to be issued by the CITY and paid by the DEVELOPER on a basis as the CITY customarily bills. The Customer shall, immediately upon demand, pay to the CITY a non-interest-bearing deposit as determined by the CITY. Upon failure of the Customer to pay the periodic charges for service, the deposit shall immediately forfeit to the CITY. The CITY shall have a right to adjust its service rates to reflect current or future costs, and the Customer agrees to pay all such lawfully imposed rates. The CITY reserves all rights it may have pursuant to Chapter 193, Florida Statutes. In addition to the user rate, a surcharge may be imposed in accordance with Chapter 180, Florida Statutes, if the Property is located outside the incorporated boundaries of the CITY.

4.5. If sewer service is covered by this Agreement, the DEVELOPER agrees to follow the CITY's Code of Ordinances, Chapter 201 Sewer Use, and that it shall not discharge or cause to be discharged into the sewer lines any of the following described waters or waste:

- (A) General Prohibitions. No User shall introduce or cause to be introduced into the Publicly Owned Treatment Works (POTW) any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other national, state, or local pretreatment standards or requirements.
- (B) Specific Prohibitions. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than one hundred forty degrees Fahrenheit (140°F) (sixty degrees Centigrade (60°C)) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having a pH less than 5.0 or more than 9.0, or otherwise causing corrosive structural damage to the POTW or equipment;
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference but in no case solids greater than one-half inch (1/2") or 1.27 centimeters in any dimension;
 - (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;

- (5) Wastewater having a temperature greater than one hundred fifty degrees Fahrenheit (150°F) (fifty-five degrees Centigrade (55°C)), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104°F) (forty degrees Centigrade (40°C));
- (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except at discharge points designated by the Utilities Director in accordance with Chapter 201 of the City's Code of Ordinances;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (12) Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Utilities Director;
- (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Medical Wastes, except as specifically authorized by the Utilities Director in an individual wastewater discharge permit;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
- (16) Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW;

- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than one hundred (100) mg/l;
 - (18) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent (5%) or any single reading over ten percent (10%) of the Lower Explosive Limit of the meter.
- (C) Pollutants, substances, or wastewater prohibited by Chapter 201 of City's Code of Ordinances shall not be processed or stored in such a manner that they could be discharged to the POTW.
- 4.6 **PRETREATMENT FACILITIES:** The DEVELOPER shall provide wastewater treatment as necessary to comply with the CITY's Code of Ordinance, Chapter 201-Sewer Use and comply with all categorical Pretreatment Standards, Local Limits, and the prohibitions within the time limitations specified by EPA, the State, or the Utilities Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the DEVELOPER's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Utilities Director for review, and shall be acceptable to the Utilities Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the DEVELOPER from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of the Chapter 201-Sewer Use of the Code of Ordinances.
- 4.7 **ADDITIONAL MEASURES.** The CITY may require the DEVELOPER to implement additional pretreatment measures whenever deemed necessary in accordance with Chapter 201 of the CITY's Code of Ordinances.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water and wastewater service, and to continuously provide customers located on the Property with water and wastewater services, DEVELOPER hereby covenants and agrees to pay for the construction, and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with CITY rules, regulations, and utility standards.

5.2. DEVELOPER shall pay a reasonable fee to the CITY as outlined in its rate resolutions and ordinances, as amended from time to time, to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's

engineer of any sizing requirements as mandated by the CITY's system extension policy and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the CITY concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. The complete plans and specifications, as to be approved by the CITY's Utilities Director or designee, for Improvements to Facilities for Utility Service to service the Property and the connection to the CITY's system shall be prepared by the DEVELOPER's Professional Engineer, who shall be registered in the State of Florida. All construction shall be in strict conformity with the final plans and specifications as approved by the CITY. The CITY, its Utilities Director, or other representative, shall have the right to inspect any and all portions of the Improvements to Facilities whether in public rights-of-way or on private property and upon notification of any deviation from the approved plans and specifications, the DEVELOPER shall immediately make modifications as directed by the CITY. No construction of utilities shall be commenced without final approval of the plans and specifications by the CITY's Utilities Director. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction. CITY inspections of the off-site and on-site facilities will not delay the construction schedule.

5.4. Fees will be levied by the CITY to cover the cost of plan review and inspection as set forth in rate resolutions and ordinances, as amended from time to time.

5.5. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all

easements and/or rights-of-way covering areas in which off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title (including letter from attorney), satisfactory to the CITY, establishing DEVELOPER's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television, etc., that do not interfere with use by the CITY. The CITY agrees that the acceptance of the water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such systems from that date forward.

5.6. All installations by DEVELOPER or its contractors shall be warranted for one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way. CITY will allow DEVELOPER to assign warranty to CITY with written approval from DEVELOPER's contractors that such assignment meets their approval and they will fulfill the terms and conditions of the warranty.

5.7. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and wastewater facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to refund of contributions, interest payment on said contributions and otherwise, are applicable to all persons or entities. No user or customer of water and wastewater service shall be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim(s) of the CITY.

5.8. DEVELOPER specifically assumes all liability in any way arising from this Agreement and will defend, indemnify and hold the CITY harmless from any judgment, decree, order, demand, or claim (including costs or attorney's fees), which in any way arise from this Agreement including the design and construction of the system or from the act or omission of any DEVELOPER or its agents. Should the DEVELOPER fail for any reason to indemnify, defend and hold harmless the CITY, the CITY shall have the right to enforce the terms of this Agreement by placing a lien against the Property upon which this Agreement runs. The CITY shall be entitled to: (1) foreclose upon said lien and recover any and all

costs incurred, attorney's fees expended and both pre-judgment and post-judgment interest on this lien pursuant to Chapter 55, Florida Statutes at the highest lawful rate as then established by the Chief Financial Officer of the Florida Department of Financial Services or (2) enforce this Agreement in any other manner allowed by law, including termination of service, said election being wholly within the discretion of the CITY. The parties hereto acknowledge receipt of other and additional good and valuable consideration for this provision.

5.9. All costs relating to the Improvements to Facilities including but not limited to labor, overhead, taxes, licenses, application fees, easement acquisitions, lift stations, pumps, pipes, materials, and any other direct or indirect costs related to installation of the Improvements to Facilities shall be borne by the DEVELOPER and shall be fully paid by the DEVELOPER. All of the CITY's costs in connection with the Improvements to Facilities including but not limited to charges by the CITY's Utilities Director, inspections, maintenance, administrative expenses, and any other costs incurred by the CITY in connection with this matter shall be paid by the DEVELOPER. In addition to such costs, the DEVELOPER and Bayfront Community Redevelopment Agency (BCRA) shall pay to the CITY fees described in Section 6. The CITY's fees and costs shall be paid by the DEVELOPER within three (3) days of the effective date of this Agreement unless other payment arrangements have been established in Section 6 of this Agreement. Any such billing by the CITY to the DEVELOPER shall be for items specified in Section 6 and may not necessarily cover all of the CITY's expenses, which shall be billed to the DEVELOPER separately. It is agreed that no reservation of capacity will be made by the CITY until all fees, set forth in Section 6, have been paid. Payment of these fees shall in no way be construed as to relieve the DEVELOPER of its obligation to pay any further sums due in accordance with this Agreement that are charged subsequent to the completion of such connection. The DEVELOPER shall install, at the DEVELOPER's own expense, a backflow control device in accordance with the CITY's specifications.

SECTION 6. SPECIAL CONDITIONS. Notwithstanding any other section in this Agreement, the following Special Conditions are mutually agreed between DEVELOPER and the CITY. In the event of a conflict between this Section 6 and the rest of the Agreement, Section 6 shall control.

(1) The Developer to pay the CITY water and sewer charges in the amount of **\$50,107.10** which are itemized as follows:

a. A water meter connection charge of:

| <u>Quantity</u> | <u>Size</u> | <u>Cost</u> | <u>Total</u> |
|-----------------|-------------|-------------|---------------------------|
| <u>2</u> | 3/4" | \$281.46 | \$ <u>562.92</u> |
| <u> </u> | 1" | \$341.10 | \$ <u> </u> |
| <u> </u> | 1 1/2" | \$555.59 | \$ <u> </u> |
| <u>2</u> | 2" | \$694.75 | \$ <u>1,389.50</u> |

b.. Water & Sewer deposit \$ 2,800.00
Water \$ 1,200.00
Sewer \$ 1,600.00

c.. Recording Fee of \$153.00.

d.. Utilities Plan Review and Inspection Fee of \$45,201.68.

(2) **The Bayfront Community Redevelopment Agency (BCRA)** to pay the CITY water and sewer charges in the amount of \$1,445,600.81 which are itemized as follows:

- a. A water capital (plant capacity) charge at a rate of \$2,151.39 per Equivalent Residential Connection (ERC) or 225 Gallons Per Day (GPD) for a total of \$587,845.80 based on the agreed-upon and stipulated flow rate of 61,479 gallons per day equal to 273.24 ERC.
- b. A sewer capital (plant capacity) charge at a rate of \$3,139.20 per equivalent Residential Connection (ERC) or 210 Gallons Per Day (GPD) for a total of \$857,755.01 based on the agreed-upon and stipulated flow rate of 57,380.4 gallons per day equal to 273.24 ERC.
- c. All water and sewer capital charges are due within three (3) years of the execution date of this agreement.

(3) That the payments for the items in subsection (1) above will be made within three (3) days of the Effective Date of this Agreement.

(4) The DEVELOPER will pay an Annual Guaranteed Revenue / Reserve Capacity charge equal to (12) times the monthly residential base facility charge per equivalent residential connection. The DEVELOPER will be billed, in arrears, on an annual basis (12) months after the effective date of this Agreement in the amount of \$112,596.74 for the previous (12) months and continuing until the reserved facilities are utilized. This charge is subject to change from time to time as approved by the City Council.

(5) The Owner will be required to pay annual fire protection service charges for any fire line servicing the property; rates are established in the City's Code of Ordinances.

(6) That the above charges are based upon the actual current approved connection charges. DEVELOPER agrees that if charges change or if new charges are approved and in effect at the time of connection, DEVELOPER will pay the difference between the current charges and those in effect at the time of connection as well as any new charges required at the time of connection.

(7) That the charges contained in this Agreement are based upon the estimated gallons of usage to be supplied to DEVELOPER. The CITY reserves the right to revise

such figures to conform to the actual usage, which figures may be computed at any time by averaging any consecutive three (3) month period during any calendar year, during the life of this Agreement. DEVELOPER agrees to pay additional capital charges for all gallons in excess of the allotted gallons per day.

(8) That any line extensions or other facilities required to be installed by the CITY to supply the services set forth above may be constructed by the CITY prior to the dates when payments may be due from DEVELOPER, and DEVELOPER shall still be obligated for such payments as are required in this Agreement.

(9) That the CITY is not obligated to provide plant capacity or service in excess of the amounts estimated to be supplied in this Agreement, and only as permitted by the appropriate federal, state and local regulatory agencies. All charges have been based upon estimated usage supplied by the DEVELOPER, but DEVELOPER acknowledges, understands and agrees that the CITY may require DEVELOPER to curtail use that exceeds such estimated requirements.

(10) That all rates and charges made by the CITY to DEVELOPER, and to the future customers who will be serviced by the CITY, shall be made in accordance with rules and regulations as may from time to time be amended, adopted and approved by the City of Palm Bay in accordance with its regulatory authority contained in applicable statutes, ordinances, rules and regulations.

(11) That DEVELOPER will notify the CITY in writing not less than sixty (60) days prior to estimated date of completion of construction of facilities requiring water and sewer service, and the date on which DEVELOPER will require initial connection to water and sewer mains.

(12) That the provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by DEVELOPER or other customers, or the acceptance thereof on the part of the CITY, for other CITY system extensions that may be required hereafter by DEVELOPER and which are not presently covered by this Agreement.

(13) To pay all sums due and payable to the CITY for the Guaranteed Revenue / Reserve Capacity within fifteen (15) days after the billing statement has been mailed or presented by the CITY to the DEVELOPER as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, after ten (10) days advance written notice, in its sole discretion, discontinue service. A discontinuance of service will mean that all previous fees paid by the DEVELOPER as stated in this Agreement will be forfeited. Service may be continued again upon payment of all unpaid Guaranteed Revenue / Reserve Capacity Charges and payment of current or new and additional connection charges. A credit of previous fees paid for connection charges will be applied.

(14) The owner shall be responsible to operate and maintain any onsite lift stations and related appurtenances in accordance with all regulatory requirements and local ordinances.

SECTION 7. EVIDENCE OF TITLE. At least thirty (30) days prior to the CITY's acceptance of the water distribution and wastewater collection facilities, at the expense of the DEVELOPER, DEVELOPER agrees to either deliver to the CITY an Abstract of Title, brought up to date, which abstract shall be retained by the CITY, and remain the property of the CITY, or to furnish the CITY with respect to the Property, an opinion of title from a qualified attorney at law or a title commitment from a qualified title insurance company, which opinion or commitment shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 8. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of wastewater services to other persons or entities located within or beyond the limits of the Property. Such parts of the Facilities that are on the Customer's property shall at all times be maintained and repaired by the Customer; however, the CITY shall have the right, at any time and without notice to the Customer, to inspect such Facilities and the Customer, upon the CITY's direction, shall make such repairs and maintenance as the CITY directs.

SECTION 9. APPLICATION OF RULES, REGULATIONS, AND RATES. The CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater service to the property owners on the Property. Such rules, regulations and rates are subject to the approval of the City Council of the City of Palm Bay, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations, and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER and upon any customer of the wastewater service provided to the Property by the CITY.

SECTION 10. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to, and shall not connect to, any customer installation to

the water and wastewater facilities of the CITY until payment is received for such connection and approval for such connection has been granted by the CITY, such approval not to be unreasonably withheld.

SECTION 11. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without the written consent of the CITY first having been obtained. The CITY agrees not to unreasonably withhold such consent.

SECTION 12. NOTICES; PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City of Palm Bay
120 Malabar Road, Southeast
Palm Bay, FL 32907
Attention: CITY MANAGER

DEVELOPER: Palm City Investments F.H., LLC
Jim Shonkwiler
6996 Piazza Grande Blvd., #309
Orlando, FL 32835

SECTION 13. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 14. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained. Upon execution, this Agreement shall constitute the entire agreement between DEVELOPER and the CITY. Any additions, alterations or variations of the terms of this Agreement shall be void *ab-initio*, and no provisions of this Agreement may be waived by either party, unless such additions, alterations, variations or waivers are set forth expressly in writing and duly signed by both DEVELOPER and the CITY. This Agreement shall be governed by the laws of the State of Florida, as well as all ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto.

SECTION 15. DISCLAIMERS; LIMITATIONS ON LIABILITY.

15.1. STATUS. The parties deem each other to be independent contractors, and not agents of the other.

15.2. INDEMNIFICATION. Up until the date of conveyance to the CITY of all on-site water and wastewater facilities, DEVELOPER will indemnify, save and hold harmless the CITY against all liability, losses, damage or other expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against the CITY by reason of any negligence on the part of the DEVELOPER or its employees, agents, contractors, licensees or invitees; any personal injury or property damage occurring on or about the property or any part thereof; or any failure on the part of the DEVELOPER to perform or comply with any covenant required to be performed or complied with against the CITY by reason of any such occurrences, DEVELOPER will, at DEVELOPER's expense, resist or defend any such action or proceeding. Provided further, however, DEVELOPER shall have no obligation with respect to claims arising out of the intentional or negligent conduct of the CITY or its employees, agents, contractors, licensees or invitees or of third parties not included in the definitions above. The liability and immunity of the CITY is governed by the provisions of §768.28, Florida Statutes, and nothing in this agreement is intended to extend the liability of CITY or to waive any immunity enjoyed by CITY under that statute. Any provisions of this Agreement determined to be contrary to §768.28, or to create any liability or waive any immunity except as specifically provided in §768.28, shall be considered void *ab initio*.

15.3. FORCE MAJEURE. The CITY shall not be liable or responsible to the DEVELOPER by reason of the failure or inability of the CITY to take any action it is required to take or to comply with the requirements imposed hereby or any injury to the DEVELOPER or by those claiming by or through the DEVELOPER, which failure, inability or injury is caused directly or indirectly by *force majeure* (as hereinafter set forth). The term *force majeure* as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the CITY and which by exercise of due diligence the CITY is unable to overcome.

15.4. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a party to this agreement or an authorized successor or assignee thereof.

15.5. DISCLAIMER OF SECURITY. Notwithstanding any other provision of this agreement, the DEVELOPER expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the CITY's system), any personal property, or any existing or future revenue source of the CITY (including, specifically, any revenues or rates, fees, or charges collected by the CITY in connection with the CITY's system) as security for any amounts of money payable by the CITY under this agreement; and (2) that its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the CITY, whether currently outstanding or hereafter issued.

15.6. LIMITATION OF CITY LIABILITY. Nothing contained in this paragraph or elsewhere in this agreement is in any way intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs, or pre-judgment interest.

SECTION 16. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not engage in the business of providing water or wastewater service to the Property during the period of time the CITY, its successors and assigns, provide water or wastewater service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water service or wastewater service or both to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 17. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Brevard County, Florida at the expense of the DEVELOPER.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 19. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind the entity for which that person is signing.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

**CITY OF PALM BAY, FLORIDA, a
municipal corporation created under
the laws of the State of Florida**

Terese Jones, Clerk

By: _____
Lisa Morrell, City Manager

Date: _____

FOR THE USE AND RELIANCE
OF PALM BAY ONLY.
APPROVED AS TO FORM.

Dated: _____

Christopher A. Little, P.E.
Utilities Director

Signed, sealed and delivered
In the presence of:

DEVELOPER:

Palm City Investments F.H., LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, _____ of _____, a _____ authorized to do business in the State of Florida, on behalf of the _____. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

Signed, sealed and delivered
In the presence of:

**Bayfront Community
Redevelopment Agency (BCRA):**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Print Name: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, _____ of _____, a _____ authorized to do business in the State of Florida, on behalf of the _____. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

EXHIBIT "A"

**LOTS 1 THROUGH 4, INCLUSIVE, EXECUTIVE PARK, ACCORDING TO THE
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 53,
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA**

PARCEL IDENTIFICATION NUMBER:28-37-20-53-1/2/3/4

MEMORANDUM



TO: BCRA Commissioners

FROM: Andy Anderson, Interim Deputy City Manager

DATE: February 26, 2019

RE: New Business Item #3 – Eagle Scout Service Project

Colben Maher is requesting the BCRA to assist him in his Eagle Scout Service Project. The project consists of renovations and landscaping a section of Castaway Point Park.

FISCAL IMPACT:

Up to \$1,800 requested for material and supplies.

STAFF RECOMMENDATION:

Approval of allocating funds for the project.