



**Meeting Agenda**  
**Thursday, June 18, 2026**

**6:00 PM**

**REGULAR MEETING**

**Cocoa Beach City Hall**  
**2 S Orlando Avenue**  
**Cocoa Beach, FL 32931**

**WELCOME**

**Meeting re-broadcasts on:** Spectrum - Channel 499 and  
[www.youtube.com/@CityofCocoaBeachFL](http://www.youtube.com/@CityofCocoaBeachFL)  
Meeting Video Archives: [www.cityofcocoabeach.com](http://www.cityofcocoabeach.com)

**Packets:** Packets are on the City's website ([www.cityofcocoabeach.com](http://www.cityofcocoabeach.com))

**Rules of Order:** Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meetings.

**Speaking Courtesy Rules:**

- The Commission accepts relevant comments.
- A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes.
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the entrance of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration.
- Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone.

**Approval Of Order Of Business:**

Note: Members of the public, Commission and Staff may remove items from the Consent Agendas, if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.

**Appealing a Decision:**

Any person desiring to appeal any decision made by the City Commission, with respect to any matter considered at such a meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

**American with Disabilities Act:**

ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

---

A. MEETING CALLED TO ORDER

- 1. Pledge of Allegiance
- 2. Invocation by Mark Wodka, Reverend, Canaveral Port Ministry
- 3. Roll Call

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

C. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. CONSENT AGENDA

- 1. Approve the June 4th, 2026, Commission Meeting Minutes  
Staff Representative: City Clerk Department

2. Adopt Resolution 2026-05 - Calling for an Election, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, CALLING FOR THE NOVEMBER 3, 2026, ELECTION AND AUTHORIZING THE CITY CLERK TO PROCEED WITH ALL PHASES OF THE ELECTION PROCESS.  
Staff Representative: Karin Grooms, City Clerk  
Recommendation: Adopt

3. Approve the renewal of the Microsoft Enterprise 3-year licensing agreement for our suite of Microsoft services — including email, servers, and desktops/laptops. This is a projected budget expense starting in FY27 \$128,802 per year.

Staff Representative: Kevin Perez, IT Director  
Recommendation: Approve

#### H. ITEMS REMOVED FROM THE CONSENT AGENDA

#### I. UNFINISHED BUSINESS

#### J. NEW BUSINESS

1. Approve State Revolving Fund Amendment #1 to Loan Agreement WW050640 providing additional time to complete planning, design and construction and revising certain provisions of the Agreement.  
Staff Representative: Brad Kalsow, Public Works/Water Rec Director  
Recommendation: Approve

2. Adopt Ordinance 1716 on first reading - an ordinance of the City of Cocoa Beach, Florida, establishing a formal process for lien reduction requests; requiring an application when requesting a reduction in the code enforcement lien; providing for conflicts, codification, severability, and an effective date.

Staff Representative: Brian Palmer, Deputy Director Development Services

Recommendation: Adopt on First Reading

3. Adopt Ordinance 1722 on first reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO add a reference to notice of violation (NOV) as a method of enforcement and to UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.

Staff Representative: Justin Grimes, Fire Chief  
Recommendation: Adopt

- K. GENERAL PUBLIC COMMENT  
(Only if not accommodated in the 30-minute Public Comment period earlier)
- L. ADJOURNMENT

CITY OF COCOA BEACH  
CITY COMMISSION  
MINUTES  
June 4, 2026

**A. MEETING CALLED TO ORDER**

Vice-Mayor Williams called the meeting to order at 6:00 PM.

1. Pledge of Allegiance
2. Invocation by Troy Stanley, Pastor, First Christian Church of Cocoa Beach
3. Roll Call

Commission Members Present:

Vice-Mayor Skip Williams  
Commissioner Joshua Jackson  
Commissioner Tim Tumulty

Commission Members Absent:

Mayor Keith Capizzi  
Commissioner Jeremy Hutcherson

Administrative Members Present:

City Attorney Becky Vose  
City Manager Wes Mullins  
City Clerk Karin Grooms  
Development Services Dave Dickey  
Development Deputy Services Director Brian Palmer  
Development Services Code Enforcement, Brooke Oxrieder  
Engineer, Gary Basham  
Executive Assistant City Manager Carrie Lombardo  
Finance Director Hana Juman  
Finance Deputy Director Devan Taly  
Fire Chief Justin Grimes  
Information Technology, Michael Lesdema  
Leisure Services Director, Andi Segarra  
Leisure Services Deputy Director, Carolyn Potter  
Police Chief Kris Kuehn  
Police, Deputy Chief Todd Hutchinson  
Stormwater Manager, Morgan Zuhlke  
Water Rec/ Public Works Director Brad Kalsow

**B. APPROVAL OF THE AGENDA**

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

MOTION BY JACKSON/TUMULTY  
I MOVE TO APPROVE THE AGENDA

## CITY COMMISSION MINUTES

June 4, 2026

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Vice Mayor Williams clarified that, with only three Commissioners present, a unanimous vote was required for any motion to pass.

### **C. SPECIAL PRESENTATIONS**

1. Florida Inland Navigation District (FIND) Check Presentation: Bicentennial Park  
Representative: Tom Morgan, FIND Commissioner for Brevard County

Brevard County FIND Commissioner Tom Morgan presented a ceremonial check to the City of Cocoa Beach in the amount of \$875,000 for the Bicentennial Park Improvements Project. Mr. Morgan highlighted the City's long-standing partnership with the Florida Inland Navigation District (FIND) and noted previous projects supported through FIND funding, including channel marker replacement, police vessels, the pool pavilion, kayak launches, channel dredging, and spoil island development. He emphasized that these projects enhance access to and enjoyment of the waterways for both residents and visitors.

Vice Mayor Williams commented on the successful improvements made to Bicentennial Park, including the enhanced drainage system. He also invited Mr. Morgan to share information regarding an upcoming FIND public meeting and meet-and-greet event scheduled for June 19.

2. Recognition of Lifesaving Actions at the Tennis Facility  
Staff Representatives: Andi Segarra, Leisure Services Director, Justin Grimes, Fire Chief

Fire Chief Justin Grimes and Leisure Services Director Andi Segarra presented life-saving awards to several individuals in recognition of their actions during a medical emergency at the City's tennis facility. They explained that Dr. Don Cork suffered a sudden cardiac event while playing tennis and emphasized the critical role that the quick actions of fellow players, tennis staff, and the use of an Automated External Defibrillator (AED) played in saving his life. They noted that survival rates for out-of-hospital cardiac arrests are low, making Dr. Cork's recovery particularly remarkable. Ms. Segarra spoke about the strength of the Cocoa Beach community and the care residents show for one another, describing the outcome as a miracle.

Dr. Bill Quinter discussed the importance of cardiac screenings and EKG's for children and highlighted the significance of community members looking out for one another. Dr. Cork expressed his gratitude to everyone involved in the response to his medical emergency. He specifically thanked the City for providing the AED that helped save his life and shared that he was thankful for the opportunity to spend more time with his wife and to have returned to his normal activities.

3. Presentation recognizing and memorializing a distinguished athlete's respect and admiration for the City of Cocoa Beach.  
Representative: Rusty Buchanan, Retired President and CEO of the Amateur Athletic Union - Added 6/2/26

## CITY COMMISSION MINUTES

June 4, 2026

Mr. Rusty Buchanan addressed the Commission and provided background information regarding his history and involvement with youth basketball programs that have visited the Cocoa Beach area. He discussed the impact these programs have had on the community and referenced several notable athletes who participated over the years, including NBA superstar LeBron James.

Mr. Buchanan spoke about the Arkansas Shooting Stars basketball team and noted that Cocoa Beach hosted the team, providing many players with their first opportunity to visit and experience the ocean. He shared a photograph of LeBron James taken at Cocoa Beach High School and remarked that the visit marked the first time Mr. Lebron had seen the beach.

Mr. Buchanan also presented the City with a commemorative Nike shoe associated with Cocoa Beach and read the inscription accompanying the item before formally presenting it to the City.

### **D. PUBLIC COMMENTS**

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

Ms. Samantha Senger addressed the Commission regarding Project Graduation and explained the purpose of the program and its benefits for graduating seniors. She thanked the City Manager for the City's sponsorship and discussed how the funds raised support the graduating class. Ms. Senger also expressed appreciation to the Leisure Services staff, Country Club staff, and golf teams for their assistance and support in making the event a success. She reported that the event was well attended and provided a memorable experience for the students.

Ms. Penny Cossich, a manager of a local beach resort, addressed the Commission regarding the recently installed Rotary life-saving stations located near existing Drown Zero life ring stations. She discussed beach conditions and rip current safety and expressed concerns about the placement of the new devices adjacent to the existing life ring stations. Ms. Cossich stated that traditional life rings are a widely recognized rescue device that can be thrown to a swimmer in distress. She expressed her belief that the newly installed devices could create confusion for beachgoers during emergency situations and requested that the City consider removing the newly installed station located near the beach access adjacent to her property.

### **E. STAFF REPORTS AND ANNOUNCEMENTS**

City Manager Wes Mullins provided the following updates:

- Phase One of the public sewer crossover project has been completed, and Phase Two is underway. Traffic impacts are expected.
- Weatherproofing repairs at the downtown parking garage have been completed, and the garage has reopened.
- The McNabb Parkway project is scheduled to begin on June 8.
- Mobilization for the muck capping project has begun. Increased traffic along Minutemen Causeway is anticipated during the project.
- Construction of the Roosevelt Elementary bus loop is underway and is expected to be completed before the start of the school year.

## CITY COMMISSION MINUTES

June 4, 2026

- Fire Chief Grimes and City staff attended the County Hurricane Conference and participated in a City hurricane preparedness exercise. Hurricane season began June 1.
- The City is monitoring proposed state legislation related to property taxes, including increases to homestead exemptions and restrictions on municipal use of ad valorem revenues. The proposed changes would require voter approval and could have a significant fiscal impact on the City. Additional discussion is anticipated during upcoming budget workshops.

### **F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS**

The City Attorney had no report.

### **G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS**

Commissioner Jackson echoed Ms. Senger's comments regarding Project Graduation and congratulated the graduating seniors.

Commissioner Tumulty also spoke on Project Graduation, noting the importance of the event and recalling when his own children participated. He described the gifts and resources provided to graduates as they transition beyond high school. Commissioner Tumulty also commented on the recent fire at Tiny Turtle, noting that while there was exterior damage, the interior sustained minimal impact. He expressed hope that the business would return to normal operations within a few weeks. He thanked the Fire Department, emergency services, and all responding personnel for their efforts in containing the fire and protecting surrounding businesses.

Vice Mayor Williams also commended the quick response by the Fire Department and emergency responders, noting their actions helped protect nearby businesses and limit interior damage. He commented on newer fire-resistant building materials and expressed hope that such materials continue to be utilized to reduce future fire impacts. Vice Mayor Williams also provided an update on AJ Hutson, stating that he had recently spoken with him and that he was in good spirits.

### **H. COMMUNITY REDEVELOPMENT AGENCY (CRA)**

City Commission will temporarily recess, and then convene as the Cocoa Beach Downtown Community Redevelopment Agency for the following item(s):

1. Approve the proposal from All In One Electric in the amount of \$159,453.50 for the Parking Garage electrical conduit replacement project. This is a budgeted CRA Capital item.  
Staff Representative: Brad Kalsow Public Works/Water Rec Director, Devan Taly Deputy Finance Director/CRA  
Recommendation: Approve

***Commission will reconvene for the remaining items.***

Vice- Mayor Williams recessed the City Commission and convened the Community Redevelopment Agency.

CITY COMMISSION MINUTES

June 4, 2026

MOTION BY TUMULTY/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Vice Mayor Williams noted his professional background and commented on the challenges associated with conduit installation in relation to environmental conditions. Mentioning the cost now to repair it.

**I. CONSENT AGENDA**

MOTION BY TUMULTY/JACKSON

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the May 7, 2026, Commission Minutes  
Staff Representative: City Clerk Department
2. Approve the Save Our Indian River Lagoon Local Infrastructure Surtax  
Renewal Interlocal Agreement.  
Staff Representative: Morgan Zuhlke, Stormwater Manager  
Recommendation: Approve
3. Cancel the July 2nd City Commission Meeting  
Staff Representative: Wes Mullins, City Manager  
Recommendation: Approve

**J. ITEMS REMOVED FROM THE CONSENT AGENDA**

**K. UNFINISHED BUSINESS**

1. Adopt Ordinance 1718 on second reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING Article IV, "In General", of Chapter 5, "Beaches, Fills and Public Waterways" of the Code of Ordinances of the City of Cocoa Beach; AMENDING SECTION 5-50 (DEFINITIONS) TO REVISE THE DEFINITION OF MOTOR VEHICLES; AMENDING SECTION 5-52, RETITLING AND REVISING SAID SECTION TO ADDRESS AUTHORIZED BEACH SIGNAGE AND RESCUE DEVICES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; PROVIDING AN EFFECTIVE DATE.  
Staff Representative: David Dickey, Development Services Director  
Recommendation: Adopt on second reading

MOTION BY TUMULTY/JACKSON

I MOVE TO ADOPT ORDINANCE 1718

ROLL CALL VOTE

AYES: 3

NAYES: 0

ABSENT: 2 - CAPIZZI/HUTCHERSON

CITY COMMISSION MINUTES

June 4, 2026

**L. GENERAL PUBLIC COMMENT**

(Only if not accommodated in the 30-minute Public Comment period earlier)

**M. ADJOURNMENT**

The meeting was adjourned at 06:39 PM.

---

Karin Grooms, City Clerk

---

Keith Capizzi, Mayor-Commissioner

## **City of Cocoa Beach City Commission Agenda Item Summary**

**DEPARTMENT MAKING  
REQUEST/NAME:**

City Clerk /  
Karin Grooms, City Clerk

**MEETING DATE**

June 18, 2026

**REQUESTED MOTION/ACTION**

Adopt Resolution 2026-05 - Calling for an Election, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, CALLING FOR THE NOVEMBER 3, 2026, ELECTION AND AUTHORIZING THE CITY CLERK TO PROCEED WITH ALL PHASES OF THE ELECTION PROCESS.

Staff Representative: Karin Grooms, City Clerk

Recommendation: Adopt

**IS THIS ITEM BUDGETED (IF APPLICABLE)?**

This is a budgeted item.

**BACKGROUND:**

Resolution No. 2026-05

- calls for the November 3, 2026 election
- announces that two Commission Seats are up for election, Seat 4 and Seat 5.
- announces that the candidate qualifying week is Noon–August 3, 2026 to Noon-August 9, 2026
- authorizes the City Clerk to coordinate the election.

Attachment: Resolution No. 2026-05

**RESOLUTION NO 2026-05**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, CALLING FOR NOVEMBER 3, 2026, ELECTION AND AUTHORIZING THE CITY CLERK TO PROCEED WITH ALL PHASES OF THE ELECTION PROCESS.

**WHEREAS**, in accordance with the Charter and Ordinances of the City of Cocoa Beach, a General Election is scheduled for November 3, 2026, for the purpose of an election of:

- Commissioner Seat 4 (currently filled by Vice-Mayor Skip Williams) four-year term, and
- Commissioner Seat 5 (currently filled by Commissioner Jeremy Hutcherson) four-year term.

**WHEREAS**, the Candidate Qualifying Period is scheduled for August 3<sup>rd</sup> to August 7<sup>th</sup>, 2026, Noon to Noon.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Cocoa Beach, Florida, as follows:

**Section 1.** The City of Cocoa Beach has scheduled an Election to be held on Tuesday, November 3, 2026.

**Section 2.** The City Clerk is hereby authorized to proceed with all phases of the election process, including coordination with the Supervisor of Elections to place the ballot before the City's voters.

Upon **Motion** by Commissioner \_\_\_\_\_ and Seconded by Commissioner \_\_\_\_\_ this Resolution was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent or Abstaining: \_\_\_\_\_

\_\_\_\_\_  
Keith Capizzi  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Karin Grooms  
City Clerk

## **City of Cocoa Beach City Commission Agenda Item Summary**

**DEPARTMENT MAKING  
REQUEST/NAME:**

Information Technology /  
Kevin Perez, IT Director

**MEETING DATE**

June 18, 2026

**REQUESTED MOTION/ACTION**

Approve the renewal of the Microsoft Enterprise 3-year licensing agreement for our suite of Microsoft services — including email, servers, and desktops/laptops. This is a projected budget expense starting in FY27 \$128,802 per year.

Staff Representative: Kevin Perez, IT Director

Recommendation: Approve

**IS THIS ITEM BUDGETED (IF APPLICABLE)?**

Recommendation: Approve

**BACKGROUND:**

Our Microsoft Enterprise Agreement encompasses a wide range of licenses for Microsoft services (email, services, desktops, etc)

This agreement is a critical component of our organization's technology infrastructure, enabling us to efficiently deliver essential services to our community.

The current Enterprise Agreement is set to expire, and this renewal is crucial to ensuring the uninterrupted availability of these services to the City staff, which are integral to our daily operations. We are asking the commission to approve entering into this three-year contract.

This is a projected budget item for Fiscal Year 2027 in the amount of \$128,802.

# Enterprise Update Statement

**Enterprise Agreement Number** 5854775

**Enrollment Number** 9038809

**Company Name** City of Cocoa Beach

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: Year 3

<b>Customer/Government Partner (as applicable)</b>
<b>Name of Entity*</b> City of Cocoa Beach
<b>Signature*</b>
<b>Printed Name*</b>
<b>Printed Title*</b>
<b>Signature Date*</b>

\* indicates required fields

Item #	Manufacturer	Part #	Product
1	Microsoft	395-02504	Exchange Server Ent ALng SA: 1st Year of 3
2	Microsoft	7R6-00001	O365 G1 FSA GCC Renewal Sub Per User: 12 months - Year 1 of 3
3	Microsoft	AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User: 12 months - Year 1 of 3
4	Microsoft	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User: 12 months - Year 1 of 3
5	Microsoft	7JQ-00343	SQL Server Enterprise Core ALng SA 2L: 1st Year of 3
6	Microsoft	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on: 12 months - Year 1 of 3
7	Microsoft	9K4-00003	Visio P2 FSA GCC Renewal Sub Per User: 12 months - Year 1 of 3
8	Microsoft	P3U-00001	Visio P2 GCC Sub Per User: 12 months - Year 1 of 3
9	Microsoft	KV3-00353	Win Enterprise Device ALng SA Platform: 1st Year of 3
10	Microsoft	6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL: 1st Year of 3
11	Microsoft	9EA-00278	Win Server DC Core ALng SA 2L: 1st Year of 3

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required co

<b>Contract Name</b>	<b>Contract #</b>	<b>Subcontract #</b>
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS
NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)	CTR060028	43230000-23-NASPO-ACS

ounts and licenses.

Coverage Start	Coverage End	Quantity	Your Price	Total
Jul-01-2026	Aug-31-2027	1	\$805.00	\$805.00
Jul-01-2026	Aug-31-2027	13	\$86.00	\$1,118.00
Jul-01-2026	Aug-31-2027	50	\$329.00	\$16,450.00
Jul-01-2026	Aug-31-2027	237	\$387.00	\$91,719.00
Jul-01-2026	Aug-31-2027	4	\$2,484.00	\$9,936.00
Jul-01-2026	Aug-31-2027	300	\$0.00	\$0.00
Jul-01-2026	Aug-31-2027	2	\$117.00	\$234.00
Jul-01-2026	Aug-31-2027	5	\$137.00	\$685.00
Jul-01-2026	Aug-31-2027	25	\$47.00	\$1,175.00
Jul-01-2026	Aug-31-2027	40	\$27.00	\$1,080.00
Jul-01-2026	Aug-31-2027	40	\$140.00	\$5,600.00
			<b>Total</b>	<b>\$128,802.00</b>

**Note**

Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal
Budgetary Microsoft EA 9038809 Renewal

**City of Cocoa Beach City Commission  
Agenda Item Summary**

**DEPARTMENT MAKING  
REQUEST/NAME:**

Water Reclamation /  
Brad Kalsow, Director of Water Reclamation

**MEETING DATE**

June 18, 2026

**REQUESTED MOTION/ACTION**

Approve State Revolving Fund Amendment #1 to Loan Agreement WW050640 providing additional time to complete planning, design and construction and revising certain provisions of the Agreement.

Staff Representative: Brad Kalsow, Public Works/Water Rec Director

Recommendation: Approve

**IS THIS ITEM BUDGETED (IF APPLICABLE)?**

N/A

**BACKGROUND:**

State Revolving Fund Loan Agreement WW050640 relating to Resolution No. 2024-10 is for the planning, design and construction is for the City's Inflow and Infiltration project in the amount of \$15,024,000. This project is fully grant funded through FDEP.

This amendment revises certain provisions to the agreement as it relates to Davis Bacon, Civil Rights, Contracts & Insurance and extends the construction completion date to February 15, 2028.

Resolution 2024-10 attached

Loan Agreement WW050640 attached

Amendment #1 attached

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the sewer system inflow and infiltration abatement program; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 05064 as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

**WHEREAS**; the City of Cocoa Beach, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The City of Cocoa Beach, Florida is authorized to apply for a loan from the FDEP's CWSRF in the amount of \$15,024,000 to finance the sewer system inflow and infiltration abatement program.

**SECTION 3.** This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

**SECTION 4.** The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

**SECTION 5.** The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.


**SECTION 6.** The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

**SECTION 7.** All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

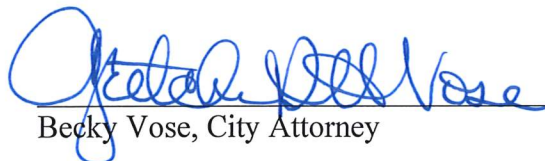
**SECTION 8.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 9.** This Resolution shall become effective immediately upon its approval.

**PASSED and ADOPTED IN PUBLIC SESSION** of the City Commission of the City of Cocoa Beach, Florida, on this 6 of June in 2024.

  
\_\_\_\_\_  
Keith Capizzi, Mayor, Seat 1

**APPROVED AS TO FORM AND LEGALITY** by

  
\_\_\_\_\_  
Becky Vose, City Attorney

**FILED** in the Office of the City Clerk on the 6 day of June, 2024.

  
\_\_\_\_\_  
Karin Grooms, City Clerk

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**CITY OF COCOA BEACH, FLORIDA**

**CLEAN WATER STATE REVOLVING FUND  
PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT  
WW050640**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION  
LOAN AGREEMENT

CONTENTS	PAGE
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	3
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	3
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	3
2.02. LEGAL AUTHORIZATION.	4
2.03. AUDIT AND MONITORING REQUIREMENTS.	4
ARTICLE III – RESERVED.	7
ARTICLE IV - PROJECT INFORMATION	7
4.01. PROJECT CHANGES.	7
4.02. TITLE TO PROJECT SITE.	7
4.03. PERMITS AND APPROVALS.	7
4.04. ENGINEERING SERVICES.	7
4.05. PROHIBITION AGAINST ENCUMBRANCES.	8
4.06. COMPLETION MONEYS.	8
4.07. CLOSE-OUT.	8
4.08. DISBURSEMENTS.	8
ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM	9
5.01. RESERVED.	9
5.02. NO FREE SERVICE.	9
5.03. RESERVED.	9
5.04. NO COMPETING SERVICE.	9
5.05. MAINTENANCE OF THE UTILITY SYSTEM.	9
5.06. ADDITIONS AND MODIFICATIONS.	9
5.07. COLLECTION OF REVENUES.	9
ARTICLE VI - DEFAULTS AND REMEDIES	10
6.01. EVENTS OF DEFAULT.	10
6.02. REMEDIES.	11
6.03. DELAY AND WAIVER.	11
ARTICLE VII – RESERVED.	12
ARTICLE VIII - GENERAL PROVISIONS	12
8.01. RESERVED.	12
8.02. PROJECT RECORDS AND STATEMENTS.	12
8.03. ACCESS TO PROJECT SITE.	12
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	12
8.05. AMENDMENT OF AGREEMENT.	12

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION  
LOAN AGREEMENT

<u>CONTENTS</u>	<u>PAGE</u>
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.	12
8.07. SEVERABILITY CLAUSE.	13
8.08. SIGNAGE.	13
8.09. DAVIS-BACON ACT REQUIREMENT.	13
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	14
8.11. RESERVED.	14
8.12. FISCAL SUSTAINABILITY PLAN.	14
8.13. PUBLIC RECORDS ACCESS.	15
8.14. SCRUTINIZED COMPANIES.	15
8.15. SUSPENSION.	16
8.16. CIVIL RIGHTS.	17
8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	17
ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE	17
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.	17
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.	18
9.03. INSURANCE REQUIRED.	18
ARTICLE X - DETAILS OF FINANCING	18
10.01. PRINCIPAL AMOUNT OF LOAN.	18
10.02. RESERVED.	19
10.03. RESERVED.	19
10.04. RESERVED.	19
10.05. RESERVED.	19
10.06. PROJECT COSTS.	19
10.07. SCHEDULE.	19
ARTICLE XI - EXECUTION OF AGREEMENT	20

**CLEAN WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
WW050640**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF COCOA BEACH, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

**AGREEMENT**

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(12) “Local Governmental Entity” means a county, municipality, or special district.

(13) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) “Planning Activities” shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(15) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Fiona and Ian **wastewater project**.

(17) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) "Utility System" shall mean all devices and facilities of the Sewer System owned by the Local Government.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
ST-03D10924-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$15,024,000	140131

(2) Audits.

(a) In the event that the Local Government expends \$750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- (ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

- (iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

- (4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

#### 4.08. DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract

documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design, or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the

services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

#### 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

#### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII – RESERVED.

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

#### 8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

#### 8.11. RESERVED.

#### 8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

#### 8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

### ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

#### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products, manufactured products and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

#### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

#### 9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

### ARTICLE X - DETAILS OF FINANCING

#### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$15,024,000. Of that, the estimated amount of Principal Forgiveness is \$15,024,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning Activities	800,000
Design Activities	0
Construction and Demolition	11,792,500
Contingencies	1,179,250
Technical Services After Bid Opening	1,252,250
SUBTOTAL (Disbursable Amount)	15,024,000
Less Principal Forgiveness	(15,024,000)
TOTAL (Loan Amount)	0

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than August 15, 2026.

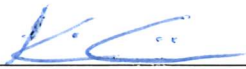
(5) Completion of Project construction is scheduled for August 15, 2026.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW050640 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

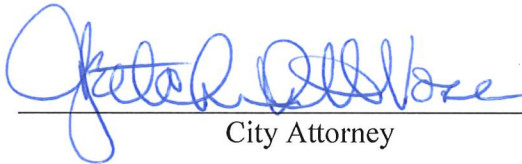
for  
**CITY OF COCOA BEACH**



\_\_\_\_\_  
Mayor

I attest to the opinion expressed in Section  
2.02, entitled Legal Authorization.

Attest:

  
\_\_\_\_\_  
City Clerk  
\_\_\_\_\_  
City Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT WW050640  
CITY OF COCOA BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF COCOA BEACH, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW050640; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete planning, design, and construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 8.09 of the Agreement is deleted and replaced as follows:

**8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.**

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

2. Section 8.16 of the Agreement is deleted and replaced as follows:

#### 8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

3. Article IX of the Agreement is deleted and replaced as follows:

### ARTICLE IX - CONTRACTS AND INSURANCE

#### 9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

#### 9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

#### 9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(5) Completion of Project construction is scheduled for February 15, 2028.

5. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW050640 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**CITY OF COCOA BEACH**

\_\_\_\_\_

Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

\_\_\_\_\_  
City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

## **City of Cocoa Beach City Commission Agenda Item Summary**

**DEPARTMENT MAKING  
REQUEST/NAME:**

Development Services /  
Brian Palmer, Deputy Director of Development  
Services

**MEETING DATE**

June 18, 2026

**REQUESTED MOTION/ACTION**

Adopt Ordinance 1716 on first reading — An ordinance of the City of Cocoa Beach, Florida; amending provision related to the Special Magistrate; Amending Section 30-17 to include requirements for the release/reduction of liens; providing for conflicts; severability; providing for inclusion in the code; and providing for an effective date. Staff Representative: Brian Palmer, Deputy Director Development Services  
Recommendation: Adopt on First Reading

**IS THIS ITEM BUDGETED (IF APPLICABLE)?**

n/a

**BACKGROUND:**

Currently, city code does not include specific language addressing the process to request a code enforcement lien reduction. The city attorney and staff have prepared Ordinance 1716 to establish a formal process to request a lien reduction through the special magistrate.

As proposed, a property owner seeking satisfaction, release, or reduction of a recorded code enforcement lien must submit a written application on a form approved by the City, together with required supporting documentation.

The purpose of the amendment is to provide a clear, consistent, and transparent procedure for requesting lien reductions. Among other things, the special magistrate will consider the following factors:

- (1) The amount of any administrative and out-of-pocket costs incurred by the city;
- (2) The gravity and number of the violation(s);
- (3) The amount of the requested reduction;
- (4) The time in which it took to bring the property into compliance;
- (5) Whether the applicant was responsible for the violation which caused the lien;
- (6) Whether the applicant acquired the subject property with knowledge of the subject lien or should have had knowledge of the lien through reasonable due diligence;

(7) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;

(8) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination; and

(9) No reduction or release of lien shall be granted if there are then current code violations relating to the subject property.

**Sec. 30-17. Administrative fines, costs, and liens.**

(a) *Order by special magistrate or a code enforcement board.* The special magistrate or a code enforcement board, upon notification by the code enforcement officer that an order of the special magistrate or the code enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed. However, the special magistrate may order the violator to pay a fine in an amount specified in section 30-29, classes of violations and associated civil penalties, for each day the violation continues past the date set by the special magistrate or the code enforcement board for compliance; or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code enforcement officer; or may order abatement. In addition, if the violation is a violation described in section 30-14 (d) above, the special magistrate or the code enforcement board will notify the city, which may take the actions set forth with specificity in section 30-14 (d). If a finding of a violation or a repeat violation has been made by the special magistrate or the code enforcement board, as provided in this code, a hearing will not be necessary prior to issuance of an order imposing a fine. However, if a dispute arises as to whether the violator has complied, the special magistrate or the code enforcement board, may grant a request for hearing if the request is made by the violator in writing, setting forth the reasons for dispute, and received by the city special magistrate or code enforcement board no later than ten (10) days following the date specified in the order for compliance. If such hearing is held, testimony will be limited to the issue of compliance with the special magistrate's or code enforcement board's previous order and no new evidence as to whether a violation occurred will be allowed. If the violation is of the type described in section 30-14 (d), the special magistrate or code enforcement board may charge the violator with the cost of those repairs made by the city, along with the fine imposed under this section.

(b) *Administrative fine.* A fine imposed by the special magistrate or a code enforcement board, under this section shall not exceed the statutory limitations imposed by Chapter 162, Florida Statutes of five hundred dollars (\$500.00) per day, excepting the penalty provisions specified in chapter 30.

(1) The special magistrate or a code enforcement board may assess the cost of all repairs incurred by the city in accordance with subsection (a) of this section as an additional component of the fine as well as the costs of prosecuting the case before the special magistrate or the code enforcement board. For purposes of this article, prosecution costs include, but are not limited to, recording costs, inspection costs, time spent by the code enforcement officer(s), police officer(s) or other city staff at hearings, preparation costs, photography costs, attorney fees, and similar items.

(2) The following factors will be considered by the special magistrate or a code enforcement board in determining the amount of the fine or the amount of mitigation necessary, if any: a. The gravity of the violation; b. Any actions taken by the violator to correct the violation; and c. Any previous violations committed by the violator.

(3) The special magistrate or a code enforcement board may reduce the fine imposed under this section and is authorized to mitigate any such fine at a hearing specifically noticed for such purpose.

(c) *Creation of a lien.* A certified copy of an order imposing a fine or a fine plus repair costs, and/or assessing the costs of prosecution, may be recorded in the public records and thereafter will constitute a lien against the land on which the violation exists and upon any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order will not be deemed to be a court judgment except for enforcement purposes. A fine imposed under this article will continue to accrue until (i) the violator has complied with the order rendered by the special magistrate or a code enforcement board or until (ii) judgment is rendered in a suit to foreclose the lien, whichever occurs first. A lien arising from a fine imposed under this section runs in favor of the City of Cocoa Beach, and the city manager may execute a satisfaction or release of lien entered in accordance with this section. The city may foreclose on a lien, which remains unpaid for a period of three or more months after filing thereof or sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created under this article may be foreclosed on real property which is a homestead under section 4, article X, of the state constitution. The money judgment provisions of this section will not apply to real or personal property which is covered under section 4(a), article X, of the state constitution.

(d) *Duration of lien.* A lien established in accordance with the provisions of this article may not continue for a period longer than 20 years after the certified copy of an order imposing the fine and/or assessing the costs of prosecution has been recorded, unless within that time an action to foreclose on the lien is commenced as set forth in section 30-17 above, in a court of competent jurisdiction. In an action to foreclose on the lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee that it incurs in the action. The city is entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of an action will not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

(e) *Jurisdiction over lien.* The special magistrate or a code enforcement board will retain jurisdiction over all cases in which a lien has been recorded until the lien has been released. Upon a showing of clear and convincing evidence by the violator, the special magistrate or code enforcement board has the authority to reduce the lien amount for pay-off purposes, in the following circumstances:

- a. The violator has come into compliance, but due to circumstances beyond his or her control resulting in extreme financial hardship, the violator cannot pay the full amount necessary to satisfy and release the lien; or
- b. The violator has not come into compliance, but has a contract to sell the property, contingent upon release of the lien, to a contract purchaser who intends to bring the property into compliance, provided, however, that the contract-purchaser must first enter into an agreement with the city, indicating his intent to bring the property into compliance and a timetable for completing the work, and establishing security for performance. The authority to reduce fines granted to the special magistrate or a code enforcement board will be applicable to all code enforcement cases in which a lien has been placed on the property and remains unsatisfied.

(f) *Application for satisfaction, release, or reduction, of code enforcement liens.*

(a) Where a certified copy of an order imposing a penalty or fine, as described in F.S. ch. 162 or as otherwise provided in this code of ordinances, has been recorded in the public records of Brevard County, Florida, and has become a lien against the land and/or property of the violator, such violator, or the violator's successors and assigns who has an ownership interest in the property, (collectively, the "applicant") may apply for a satisfaction, release, or reduction of such lien as follows:

- (1) *Lien satisfaction.* Upon full payment by the applicant of the fine or penalty imposed in accordance with this code of ordinances, the city manager is hereby authorized to execute and record in the public records of Brevard County, Florida, a satisfaction of lien on behalf of the city. The applicant shall be responsible for paying all costs of recording. Lien satisfaction requests do not require a full application required by subsection (b) of this section because the applicant is paying the full amount of the fine or penalty due to the city.
- (2) *Lien release or reduction.* Upon request for a release or reduction of a fine or penalty imposed in accordance with this division, the applicant shall submit a written application to the city manager or designee, in accordance with this section.

(b) *Application.* The application for release or reduction of lien shall be in written form, typed or handwritten, by the applicant and shall be submitted to the city manager, or designee. The application shall be executed under oath and sworn to in the presence of a notary public, and shall include at a minimum the following:

- (1) A copy of the order imposing a lien upon the property including the code enforcement case number;
  - (2) The date upon which the applicant asserts that the subject property was brought into compliance with the City Code and an explanation of the steps taken by the applicant and the dates of such steps, if any, to bring the subject property into compliance;
  - (3) The basis upon which the applicant believes the application for release or reduction of lien should be granted;
  - (4) The terms upon which the release or reduction of lien is being requested;
  - (5) The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;
  - (6) The reduction in penalty or fine sought by the applicant;
  - (7) A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Brevard County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;
  - (8) If the applicant was not the owner of the subject property when the code violations resulting in the lien were first served on the property owner, a copy of the closing statement (usually a HUD-1 Settlement Statement Form) used when the property was purchased by the applicant. If the applicant purchased the property at the time the subject property was in violation of the city codes and/or at the time the property was already the subject of a lien or liens, an explanation of how the violation(s) or lien was addressed regarding the purchase price of the subject property.
  - (9) Any other information which the applicant deems pertinent to the request, including but not limited to the circumstances that exist which would warrant the reduction or satisfaction of the penalty or fine.
- (c) *Reimbursement to city for recording costs at time of application.* The applicant shall submit, at the time of application, an application fee established by the city by Resolution to defray some or all of the city's costs of processing the application including, but not limited to, personnel, legal, and costs associated with recording the order imposing a penalty or fine and the requested release or reduction of lien. These costs are nonrefundable, without regard for the final disposition of the application.
- (d) *Application review.* Upon receipt of the application and payment provided above, the code enforcement division shall confirm that the violation which resulted in the order imposing penalty or fine, has been corrected. If the violation has been corrected and there is no current code violation(s) upon the property in question, the code enforcement division shall place the application and a staff recommendation upon the agenda of the next available meeting of the special magistrate for the City of Cocoa Beach for a hearing.

(e) At the hearing before the special magistrate, the special magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the special magistrate regarding the application for reduction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Upon review of the application and any testimony presented by the applicant, city staff or other interested party, the special magistrate shall, based on findings of fact and law as to the factors set forth hereinbelow, either approve, approve with conditions or modifications, or deny the application for reduction or release of lien.

The special magistrate will consider the following factors in determining the ruling by the special magistrate:

- (1) The amount of any administrative and out-of-pocket costs incurred by the city which are associated with the underlying code enforcement case and lien and those associated with the process of lien reduction, including, but not limited to, code enforcement staff, special magistrate, and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the code board or city to address issues relating to the violation;
- (2) The gravity and number of the violation(s);
- (3) The amount of the requested reduction;
- (4) The time in which it took to bring the property into compliance;
- (5) Whether the applicant was responsible for the violation which caused the lien;
- (6) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;
- (7) Whether the applicant acquired the subject property with knowledge of the subject lien or should have had knowledge of the lien through reasonable due diligence and whether there was a price reduction or credit on the closing statement for the purchase of the subject property related to the violation or the lien;
- (8) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;
- (9) With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;
- (10) Any previous or subsequent violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

- (11) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination;
  - (12) Any relevant information contained in any title policy required to be submitted to the city under this section;
  - (13) Any financial hardship;
  - (14) Any other mitigating or aggravating circumstance which may warrant the denial of the application or the reduction or satisfaction of the lien, penalty or fine; and
  - (15) No reduction or release of lien shall be granted if there are then current code violations relating to the subject property.
- (f) To the maximum extent feasible, the special magistrate shall collect, at a minimum, all administrative and out-of-pocket costs incurred by the city as specified in subsection (e)(1). If the special magistrate approves the application to reduce or release the lien and the approval is conditioned upon the applicant paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded in the public records of Brevard County, Florida by the city manager until the condition(s) imposed by the special magistrate have been satisfied.
- (g) *Compliance and right of appeal.* The applicant shall have 30 days in which to comply with the conditions imposed by the special magistrate unless otherwise approved by the special magistrate in a written order.
- (1) If the application is denied, or if the application is automatically denied due to the failure of the applicant to comply with the conditions imposed by the special magistrate, the applicant shall thereafter be barred from applying for a subsequent reduction or release of lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.
  - (2) Any decision made by the special magistrate pursuant to this section shall be deemed final agency action and not subject to any further administrative review by the city. The applicant shall have 30 days, or such time period determined by the special magistrate in a written order, in which to comply with any decision of or condition imposed by the special magistrate or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one (1) year from the date of the special magistrates decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.
  - (3) When a lien is satisfied as a result of reduced payment or release as ordered by the special magistrate, the city manager is hereby authorized to execute and record in the public records of Brevard County, Florida, a satisfaction of lien on behalf of the city.

- (h) Partial release of liens; liens recorded in error. Under appropriate circumstances determined by the special magistrate to be in the best interests of the city, the special magistrate may approve an application conditioned upon a partial release of lien that releases a city lien from a specific piece of property. However, the lien will remain in effect and will encumber any other properties which are subject to the lien pursuant to law. Partial releases of lien may also be authorized by the special magistrate to account for any funds paid to the city to reduce the amount owed on the lien. In addition, nothing herein shall prohibit the city manager from releasing a lien, in whole or part, that was recorded in error by the city. An application shall not be required to release a lien recorded in error.
- (i) The provisions of this division shall be deemed supplemental and in addition to the special magistrate's right, at his discretion, to collect a lien imposed by the city and to compel or bring properties into compliance with the City Code by any other lawful means deemed reasonably necessary by the special magistrate.

**ORDINANCE NO. 1716**

**AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA; AMENDING PROVISIONS RELATED TO THE SPECIAL MAGISTRATE; AMENDING SECTION 30-17 TO INCLUDE REQUIREMENTS FOR THE RELEASE/REDUCTION OF LIENS; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR 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; and

**WHEREAS**, the City Commission previously established the authority to reduce fines granted to the special magistrate; and

**WHEREAS**, the City Commission desires to amend fine reduction procedure by requiring a written application to the Code Enforcement Special Magistrate; and

**WHEREAS**, the City Commission of the City of Cocoa Beach, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Cocoa Beach.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1. Findings.** The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance.

**SECTION 2. Adoption by Reference; Exhibit "A".** The City Commission hereby adopts and incorporates by reference the revised Chapter 30 adding Section 30-17 (f), as set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall constitute the full and complete text of Chapter 30, Section 30-17 as amended, including (without limitation) Section 30-17 (f). Words underlined are additions.

**SECTION 3. Codification; Direction to the Code Editor.** The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

**SECTION 4. Conflicts.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

**ORDINANCE NO.**

unconstitutionality shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

**SECTION 6. Scrivener's Errors.** Clerical or scrivener's errors discovered during codification may be corrected by the City Manager, City Clerk, City Attorney or code editor without further action by the City Commission, provided such corrections do not alter the intent of this ordinance.

**SECTION 7. Effective Date.** This ordinance shall take effect immediately upon adoption.

Adopted by the City Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF COCOA BEACH

\_\_\_\_\_  
Keith Capizzi, Mayor

ATTEST:

\_\_\_\_\_  
Karin Grooms, City Clerk

## **City of Cocoa Beach City Commission Agenda Item Summary**

**DEPARTMENT MAKING  
REQUEST/NAME:**

Fire /  
Justin Grimes, Fire Chief

**MEETING DATE**

June 18, 2026

**REQUESTED MOTION/ACTION**

Adopt Ordinance 1722 on first reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO add a reference to notice of violation (NOV) as a method of enforcement and to UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Adopt

**IS THIS ITEM BUDGETED (IF APPLICABLE)?**

N/A

**BACKGROUND:**

The proposed amendments are necessary to strengthen the City's ability to enforce compliance with fire prevention requirements, including the payment of required fire inspection fees. Currently, Chapter 9 does not expressly authorize the use of a Notice of Violation (NOV) as an enforcement mechanism, limiting the City's ability to utilize the code enforcement process when fire inspection fees remain unpaid.

The ordinance amends Section 9-6, "Penalties," to include a Notice of Violation as a method of enforcement and updates references to the City's code enforcement provisions. By incorporating NOVs into Chapter 9, the City will be able to refer unpaid fire inspection fees and other fire prevention violations through the established code enforcement process outlined in Chapter 31 of the City Code. This provides a clear administrative pathway to address noncompliance, encourage timely payment of fees, and improve collection efforts while ensuring due process for property owners and businesses.

If approved, the ordinance will also amend Section 9-14 to align fire prevention violations and associated civil penalties with the City's code enforcement framework. The amendments will be administered by the Fire Department and Code Compliance staff and will apply citywide. Upon the ordinance becoming effective, staff will be authorized to utilize the Notice of Violation and code enforcement process to address

unpaid fire inspection fees and other violations of Chapter 9.

Adopt Ordinance 1722 which updates Chapter 9, "Fire Prevention," of the City Code to improve consistency with the City's code enforcement procedures and clarify available enforcement mechanisms. Specifically, the ordinance amends Section 9-6, "Penalties," to add the issuance of a Notice of Violation (NOV) as an authorized method of enforcement and updates references to the applicable code enforcement chapter. The ordinance also amends Section 9-14, "Classes of Violations and Associated Civil Penalties," to ensure alignment with the enforcement and penalty provisions established in Chapter 31 of the City Code. These amendments provide clearer enforcement authority, improve administrative consistency across City regulations, and support effective compliance with fire prevention requirements.

**ORDINANCE NO. 1722**

**AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO ADD A REFERENCE TO NOTICE OF VIOLATION (NOV) AS A METHOD OF ENFORCEMENT AND TO UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Cocoa Beach is authorized to adopt ordinances to protect the public health, safety, and welfare and to enforce its Code of Ordinances as provided by law; and

WHEREAS, Chapter 9 of the City Code, entitled "Fire Prevention," implements the City's fire prevention and life safety regulatory program; and

WHEREAS, City Code Section 9-6 identifies available enforcement methods and penalties for violations of Chapter 9; and

WHEREAS, City Code Section 9-14 identifies classes of fire prevention violations and associated civil penalties; and

WHEREAS, former Chapter 31 references in Chapter 9 should be updated to Chapter 30, "Code Enforcement, Special Magistrate/Code Enforcement Board, Civil Citations," to conform the Code to the City's current code enforcement chapter; and

WHEREAS, the City Commission desires to provide Notices of Violations (NOV) can be used as a method of enforcement and that failure to comply with a written notice, order, or directive issued by the fire official, including a notice requiring payment of a lawfully imposed fire inspection fee within 30 days after issuance of an invoice and after written notice of nonpayment and an opportunity to cure, is a Class III violation; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the City and will promote the public health, safety, and welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1. Recitals Adopted.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as true and correct and are incorporated herein by this reference and constitute the legislative intent of this ordinance.

**SECTION 2. Amendment to City Code Section 9-6.** Chapter 9, "Fire Prevention," Section 9-6, "Penalties," of the Code of Ordinances of the City of Cocoa Beach, Florida, is hereby amended to read as follows:

Sec. 9-6. Penalties.

(a) The application of penalties shall not be held to prevent the enforced removal of prohibited conditions. It shall be unlawful for any person, firm, corporation, or agent to violate or fail to comply with any provisions of these regulations and regardless of any provision of law to the contrary the violation of any provision of this Code shall be enforced as follows:

- (1) The issuance of a citation in accordance with the provisions of City Code Chapter ~~34~~ 30; or,
- (2) Enforcement by other means including, but not limited to: a summons; a notice to appear in the county or circuit court; an arrest; a notice of violation (NOV); an action before the special magistrate/code enforcement board; or a civil action for injunctive relief; or,
- (3) Punished in accordance with general penalty set forth in City Code Section 1-8.

(b) Each such person, firm, corporation, or agent shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued.

**SECTION 3. Amendment to City Code Section 9-14.** Chapter 9, "Fire Prevention," Section 9-14, "Classes of violations and associated civil penalties in accordance with Chapter 31 of the City Code," of the Code of Ordinances of the City of Cocoa Beach, Florida, is hereby amended to read as follows:

Sec. 9-14. Classes of violations and associated civil penalties in accordance with Chapter ~~31~~ 30 of the City Code.

**Violation Classification**

- (a) Means of egress locked and/or obstructed Class IV
- (b) Over occupancy load Class IV
- (c) Failure to comply with Sec. 9-5, storage of explosive, blasting agent, and flammable liquids Class IV
- (d) Dispensing or storing flammable, or combustible liquids into an unapproved container Class IV
- (e) Failure to comply with NFPA 1, 10.11.7, cooking devices Class III
- (f) Outside burning of any kind or type Class III
- (g) Failure to obtain a beach campfire permit Class III
- (h) Failure to maintain a tar kettle below 600 degrees Fahrenheit Class III
- (j) Failure of a Fire Alarm or Sprinkler contractor to properly place a system into the "test" mode Class III per occurrence
- (k) Failure to properly maintain a fire protection system Class III
- (l) Failure to properly display premises identification Class III
- (m) Unsafe Work Practice Class I
- (n) Failure to comply with a written notice, order, or directive issued by the fire official under this chapter, including a notice requiring payment of a fire inspection fee lawfully imposed as part of the City's fire prevention and life safety regulatory program within 30 days after issuance of an invoice, and after written notice of nonpayment and an opportunity to cure. Class III

**SECTION 4. Codification.** It is the intent of the City Commission that the provisions of Sections 2 and 3 of this Ordinance shall be codified and become and be made a part of the Code of Ordinances of the City of Cocoa Beach, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate word.

**SECTION 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 7. Effective Date.** This Ordinance shall take effect immediately upon adoption in accordance with law.

Adopted by the City Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF COCOA BEACH

\_\_\_\_\_  
Keith Capizzi, Mayor

ATTEST:

\_\_\_\_\_  
Karin Grooms, City Clerk