

City of Cocoa Beach

5000 Tom Warriner Boulevard
Cocoa Beach, Florida 32931
www.cityofcocoa beach.com



City Commission Agenda

February 1, 2024

7:00 PM

City Commission

Keith Capizzi, Mayor, Seat 1
Joshua Jackson, Commissioner, Seat 2
Karalyn Woulas, Commissioner, Seat 3
Skip Williams, Commissioner, Seat 4
Jeremy Hutcherson, Vice-Mayor, Seat 5

City Staff

Gretchen R.H. Vose and Wade C. Vose, City Attorneys
Wayne Carragino, City Manager
Karin Grooms, City Clerk

WELCOME

Broadcasting of Meetings:

Meeting broadcasts on: <https://www.youtube.com/channel/UCzVNSjCc0HnwzvaDCtpAj5A/streams>

Recordings of Commission Meeting are played on Sundays at 1pm, and Fridays at 10 pm on Spectrum Channel 499, Comcast (North Brevard) Channel 51, Comcast (South Brevard) Channel 13, AT&T U-Verse Channel 99

Packets: Packets are on the city's website (www.cityofcocoa beach.com)

Rules of Order: Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meeting

Speaking Courtesy Rules:

- The Commission accepts relevant comments
- A time limit of three minutes is imposed on each speaker.
- 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 rear 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 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 (TTY); or (800) 955-8770 (Voice); or 711.

THANK YOU for participating in your Cocoa Beach City Government.

CITY COMMISSION MEETING AGENDA**A. MEETING CALLED TO ORDER**

1. Pledge of Allegiance
2. Invocation by Keith Capizzi, Club Zion Community Church
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 January 18, 2024, Commission Meeting Minutes

Representative: City Clerk Department

Recommendation: Approve

2. Approve the purchase of a 2025 Freightliner dump truck from Orlando Freightliner, Inc. via Florida Sheriff's Association Bid # FSA23-VEH21.0 for \$151,437 to replace a 2005 Freightliner dump truck. This is a budgeted item.

Representative: Robert Torres, Public Works Director

Recommendation: Approve

3. Review, update and renew the Statewide Mutual Aid Agreement (SMAA) with the Florida Division of Emergency Management (FDEM). All local governments in the state of Florida are required to enter into this agreement to prepare for natural disasters and other emergencies. This agreement is also required to apply for reimbursement from the Federal Emergency Management Agency (FEMA) after disasters and other public emergencies.

Representative: Ryan Duckworth, Fire Chief

Recommendation: Approve

4. ~~Permission to proceed with the Phase 4 renovations and repairs of deferred maintenance issues in the Cocoa Beach Country Club located at 5000 Tom Warriner Boulevard. Phase 4 upgrades include electrical, fixtures, concrete finish, and carpentry at a cost of \$92,473. Phase 4 will be paid for with ARPA Funds.~~

~~Representative: Wayne Carragino, City Manager~~

~~Recommendation: Approve~~ **REMOVED 1-31-2024**

5. Request to "approve the Commercial Visual Improvement Grant Program agreement between CRA and Gregory Dippolito and Penelope Dippolito that was approved by the CRA Board".

Representative: Devan Taly, Community Redevelopment Agency

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. UNFINISHED BUSINESS

1. Adopt Ordinance 1684, Second Reading, Public Hearing and Adoption, An Ordinance Of The City Of Cocoa Beach Further Amending The City Of Cocoa Beach Firefighters' Retirement System, As Restated In Ordinance No. 1431, As Subsequently Amended, Amending Section 7, Pre-Retirement Death, And Amending Section 8, Disability, Providing For Compliance With Chapter 2019-21, Laws Of Florida, Providing For Severability Of Provisions; Repealing All Ordinances In Conflict Herewith And Providing An Effective Date. Ordinance No. 1684 amends Ordinance No. 1431.

Representative: Laitham Kellum, Fire Pension Board

Recommendation: Adopt

2. Adopt Ordinance 1685 on Second Reading, Public Hearing and Adoption, An Ordinance Of The City Of Cocoa Beach, Florida, Adding A New Article XII, "Pass-Through Of Development Review Fees", Of Chapter 2, "Administration", Of The Cocoa Beach Code Of Ordinances; Allowing The City To Pass Through Development Review Costs To Developers And Applicants For Development Review; And Providing For Codification, Conflicts, Severability; And Effective Date.

Representative: City Commission

Recommendation: Adopt

3. Space Coast Mural Fest is requesting funding for the 2024 Space Coast Mural Festival.

Representative: Kyle Trent, Space Coast Mural Representative

Recommendation: Approve

4. Staff are requesting direction on the path forward with the City of Cocoa Beach annual 4th of July fireworks event. The event was not budgeted for FY24.

Representative: Wayne Carragino, City Manager

Recommendation: Provide Direction

5. Provide direction on correspondence with Brevard County Commissioners regarding Lifeguard funding for our beaches.

Representative: Wayne Carragino, City Manager

Recommendation: Provide Direction

J. NEW BUSINESS

1. FDOT Raised Crosswalks - FDOT would like the Commission to select one of the proposed options for safety improvements along State Road A1A.

Representative: Jared Francis, City Engineer

Recommendation: Present and Discuss

2. Consider Annual Parking Space(s) Reserved for Private Business Usage

Representative: Patrisha Draycott, Chief Financial Officer

Recommendation: Provide Direction

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

CITY MEETING CALENDAR – For Details check Calendar at www.cityofcocoa beach.com (Click on the Government Tab)

1st and 3rd Thursday of Month City Commission 7:00 PM

1st Monday of Month Planning Board 5:30 PM

1st and/or 3rd Thursday of Month Community Redevelopment Agency 6:00 PM

2nd Wednesday of Month Special Magistrate 9:00 AM

2nd Monday of Month Land Management Committee 4:30 PM

4th Monday of Month Leisure Services Advisory Board 4:00 PM (bimonthly, on odd months)

Called Upon Demand Police and Fire Pension Boards 3:00 PM

Called Upon Demand General Employee Pension Board 3:00 PM

3rd Wednesday of Month Board of Adjustment Meeting 5:15 PM

1st Wednesday of Month Sustainability Committee 6:30 PM

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
January 18, 2024

A. MEETING CALLED TO ORDER

The meeting was called to order at 7:02 pm by Mayor Keith Capizzi.
The Pledge of Allegiance was led by Commissioner Joshua Jackson.
The invocation was given by Pastor Greg LeSieur, Christ Lutheran Church.

Roll Call:

Commission Members Present:

Vice Mayor Jeremy Hutcherson
Commissioner Karalyn Woulas
Commissioner Joshua Jackson
Commissioner Skip Williams
Mayor Keith Capizzi

Administrative Members Present:

City Manager Wayne Carragino
City Attorney Becky Vose
City Clerk Karin Grooms
Deputy City Clerk Adrienne Adams
Chief Financial Officer Patrisha Draycott
Development Services Director Randy Stevenson
Principal Planner Loren Wiltse
Leisure Services Director Laird McLean
Contracts Manager Martha Horak
Deputy Human Resources Director Jessica Hope
Deputy Police Chief Wes Mullins
Water Reclamation Director Brad Kalsow
Fire Chief Ryan Duckworth
Deputy Fire Chief Justin Grimes
Executive Assistant to Chief of Police Rachel Kabboord

Systems Tech Nathan Gurueatte
Police Sergeant Jackie Hughes
Police Sergeant Taylor Payne
Police Sergeant Ron Betts
Police Major Chris Kuehn
Police Field Training Officer Bill Stanley
Police Major Joe Versaggi
Administrative Services & Accreditation Manager Brandee Williams
Police Officer Emilio Rosa
Police Officer Matthew Teat
Police Officer Matthew Eastman
Police Sergeant Michael Mock
Police Lieutenant Joseph Mailman
Police Sergeant Thomas Cooper
Police Officer Kienen Morris
Police Officer Joshua Woolbright
Police Officer Ian Olsen
Communications Supervisor Steven Macko

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 COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

I MOVE TO APPROVE THE AGENDA.

VOICE VOTE ON THE MOTION 5:0; MOTION CARRIED.

C. SPECIAL PRESENTATIONS

D. PUBLIC COMMENTS

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CITY OF COCOA BEACH, FLORIDA
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Mr. Ben Malik stated that this year is an election year, candidates must realize the diversity of the city. The Mayor must make the best decisions for the city. Mr. Malik stated the only way cities make money was by raising taxes, expanding the tax base, or reduce services. The City also needs to accommodate for growth and be cautious about what projects are taken on. Repairs need to be done and there needs to be ways to get additional revenue. Mr. Malik said that he likes the idea of the capital fund, but there is no money to put aside for it. Mr. Malik supports the promotion of Deputy Chief Mullins.

Ms. Janice Scott discussed current affairs and her concerns about how it could affect our local community. She also brought up Senate Bill 102 - affordable housing. Ms. Scott stated that no one had decided what was affordable and that needed to be cleared up.

Mayor Capizzi stated that the City did file for affordable housing. City Attorney Becky Vose said that the statute stated that every city needed to look among surplus properties to see if there were any properties that would be available for affordable housing and Cocoa Beach had none.

E. STAFF REPORTS AND ANNOUNCEMENTS

Acting City Manager Carragino stated that the City did not budget for Fourth of July fireworks for 2024. They spoke to where they ordered fireworks last year, and the estimate was the same, \$20K; estimates for drone fireworks were even more expensive. Acting City Manager Carragino said that it was the Commission's call. The Commission agreed to bring it back for discussion at the next meeting.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Williams stated that a Key to the City was to be bestowed upon former City Clerk Loredana Kalaghchy and presented it at the meeting.

H. CONSENT AGENDA

CITY ATTORNEY READ THE CONSENT AGENDA.

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

I MOVE TO APPROVE THE CONSENT AGENDA.

VOICE VOTE ON THE MOTION 5:0; MOTION CARRIED.

1. Approve the October 5, 2023, and January 4, 2024, Commission Meeting Minutes

Representative: City Clerk Department

Recommendation: Approve

2. Confirm the following meeting:

March 5, 2024 - 6:00-7:30 PM, Town Hall Meeting

3. Approve \$86,562 APRA funds for the repair of Fire Station 51 exterior façade.

Representative: Patrisha Draycott, Chief Financial Officer

Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Consider the renaming of the "Cultural Green Space" in the current new city hall project.

Representative: Wayne Carragino, Acting City Manager

Recommendation: Discuss and direct staff

CITY ATTORNEY READ ITEM J1.

MOTION BY MOTION BY COMMISSIONER WOULAS; SECONDED BY COMMISSIONER WILLIAMS.

I MOVE TO DISCUSS.

VOICE VOTE ON THE MOTION. 5:0; MOTION CARRIED.

CITY OF COCOA BEACH, FLORIDA
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Commissioner Williams stated that he liked "Centennial Square," and Commissioners Woulas and Hutcherson agreed. Woulas like the full name Cocoa Beach Centennial Square. Commissioner Jackson questioned if it would have to go to the CRA for naming? City Attorney Becky Vose said no, but she would double check. She will come back with a resolution for naming.

Mr. Rick Anderson gave his choice for a new name for the green space: Cocoa Beach Centennial Commons.

The Commissioners decided on "Cocoa Beach Centennial Square."

2. Provide direction on how to proceed with the recruitment of a new City Manager.

Representative: City Commission

Recommendation: Provide direction

CITY ATTORNEY READ ITEM J2.

MOTION TO KEEP ACTING CITY MANAGER CARRAGINO ON FOR THE NEXT 5-7 MONTHS BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

I MOVE TO DISCUSS.

VOICE VOTE ON THE MOTION. 5:0; MOTION CARRIED.

Commissioner Williams would like to keep Acting City Manager Carragino for the next 5-7 months. The Commission will speak to and evaluate the Acting City Manager at 5 months and make decision as to if he will stay on. That will give the City and Commission 2 months to hire a new City Manager should the Acting City Manager not work out.

3. Approve the appointment of Deputy Chief Wes Mullins to Interim Police Chief.

Representative: Wayne Carragino, Acting City Manager

Recommendation: Approve

CITY ATTORNEY READ ITEM J3.

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER JACKSON.

I MOVE TO APPROVE THE APPOINTMENT OF DEPUTY CHIEF WES MULLINS TO INTERIM POLICE CHIEF, PENDING A FULL SEARCH IN AUGUST.

VOICE VOTE ON THE MOTION. 4:1; MOTION CARRIED.

Commissioner Williams wanted to clarify that the Commission does not choose the Chief, the City Manager does. The Commission only approves or disapproves the choice.

Commissioner Woulas wanted to know the possibility of bringing back former Chief Rosenfield. She stated that the situation has changed, and that he deserves a chance to be brought back. Commissioner Woulas stated that he was capable of the job.

Acting City Manager Carragino stated that the only candidate right now was Deputy Chief Mullins.

Mayor Capizzi stated the option of Mr. Rosenfield was not on the table.

Commissioner Williams stated that a motion can be made to disapprove, and if 3 people disapprove, then the Acting City Manager will have to come back with a new candidate. He said he approves with the caveat that there is a full search in August for a new chief, and Deputy Chief Mullins can apply. The City Manager can hire a new candidate from the search or keep Deputy Chief Mullins.

Mayor Capizzi stated that Deputy Chief Mullins has a majority of the police force backing him. The Mayor reached out to the police, and he's had 16 responses, all in favor of Deputy Chief Mullins, as well as the showing at the meeting.

Acting City Manager Carragino said that there will be an evaluation in 6 months and bring it back to the Commission.

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Commissioner Woulas questioned why things needed to be changed. Can things keep running the way they are now without making Deputy Chief Mullins interim chief as everything is running smoothly. Mayor Capizzi stated that the response he received from the police staff was that they wanted stability, a person to call their leader.

Sgt. Taylor Payne stated that Deputy Chief Mullins has made tough calls and held contrasting decisions; he made time to meet with day and night shift; he comes in early and stays late, voluntarily extending his time to make sure everyone felt included. Sgt. Payne said Deputy Chief Mullins' promotion would enable our agency to move forward with confidence.

Field Training Officer Bill Stanley stated that he trains his officers with values instilled in him by Deputy Chief Mullins: community first. Officers earn the trust of the community by fighting crime for everyone as if they were family. FTO Stanley said Deputy Chief Mullins has fostered morale, implemented new policies on how to better serve the community, and is the most visible chief the City has ever had. He stated that he passed on a better paying job to serve under Deputy Chief Mullins. FTO Stanley said that Deputy Chief Mullins has taught people in the academy who are now supervisors and teachers themselves.

Ms. Janice Scott wanted to speak on the hiring process, stating that Cocoa Beach is a "strong City Manager, Weak City Commission" government. She stated the agenda was posted a week before the Commission meeting with the City Manager's recommendation for Chief. There is a week to discuss the item. If the agenda says to approve it, approve it. Ms. Scott believed that it shouldn't have to be brought to the Commission for approval, the City Manager should have the final decision.

City Attorney Vose stated that it was in the code the way the hiring is done.

Mr. Ben Malik agreed with Ms. Scott. The City has a City Manager, let him do his job. The Commission needs to stay out of the day-to-day minutia of running the City. Mr. Malik stated if the Commission wanted feedback on who should be Chief, talk to the City's public officers. The City's police and fire departments have the best communication between them now under Deputy Chief Mullins.

Mr. Rick Anderson believed it should be a clean vote and it was disrespectful to Deputy Chief Mullins to talk about recommending someone else.

Mr. John Loush (phonetic) stated that Deputy Chief Mullins was an excellent selection, as he has done the job in the past, as well as currently. Mr. Loush said that Deputy Chief Mullins has earned the chance to be Chief. He had the support of a majority of the police force and is a man of high moral standards.

Mr. Tim Tumulty thought Deputy Chief Mullins has done a great job with morale, running the department, and communicating with the fire department. Mr. Tumulty also agreed that it was not the Commission's decision to pick a Chief, only to hire the City Manager and City Attorney. The Commission accepts the City Manager's pick for Chief, and if they do not, the City Manager will come back with a new choice.

Detective Sgt. Cooper stated that wished the Commission could have seen what the investigation of the former Chief. He believed it was disgraceful what the female employees and other staff members went through, and they deserved better than what happened to them. Sgt. Cooper said there was a union vote and when it came time for a contract, 90% of the people who showed up supported Deputy Chief Mullins.

Sergeant Ron Betts stated that the City would lose most of the department if the former Chief were to be brought back; there would be no police force left. Sgt. Betts said he has worked for many Chiefs, and most avoid officers. Deputy Chief Mullins made a point to talk and involve himself with everyone and make sure they are doing well.

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Commissioner Jackson wanted to understand the qualifications and if the proposed candidate fits those qualifications. Those qualifications were: administrative experience, a master's degree or further, command staff experience, and working with a labor union. Commissioner Jackson believed that Deputy Chief Mullins meets or exceeds the proposed criteria.

K. NEW BUSINESS

1. Appoint a member to the General Employees' Pension Board (replaces Arnold Curtis).

Representative: General Pension Board

Recommendation: Appoint

CITY ATTORNEY READ ITEM K1.

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER HUTCHERSON.

I MOVE TO APPOINT SHIRLEY FINKE TO THE GENERAL EMPLOYEES PENSION BOARD.

VOICE VOTE ON THE MOTION. 5:0; MOTION CARRIED.

Ms. Shirley Finke stated that she was also President of the Friends of the Cocoa Beach Library and feels that it is important for her to give back to the community.

2. Presentation from Space Coast Mural Fest – Requesting Funds and Support from Commission

Representative: Kyle Trent, Event Promoter

Recommendation: Present and Discuss

CITY ATTORNEY READ ITEM K2.

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

I MOVE TO DISCUSS.

Mr. Kyle Trent gave a presentation asking for help with the MuralFest on March 23 & 24. Mr. Trent is hoping MuralFest would help create an economic increase in the area like the Wynwood Art District in the Miami area. Last year, 12 permanent walls were installed around the City as well as 20 other artists creating temporary murals. The event was livestreamed, and many artists have a large social media following. High school artists created a mural, and MuralFest was able to give back to Cocoa Beach High School. Mr. Trent stated that their digital mural map has over 30K views, and they are hoping for more this year. MuralFest is asking for the same courtesy as last year – donated public works and law enforcement.

Chief Financial Officer Patrisha Draycott stated they didn't have that at the moment, but it can be compiled. Each special event is processed separately. MuralFest was not budgeted for this year, so it would be outside of the scope of the budget. Commissioner Hutcherson asked if it was budgeted last year, and CFO Draycott stated that it was not.

Leisure Services Director Laird McLean stated that MuralFest was hosted by Cocoa Beach Main Street last year which is why it was covered; this year they are not a part of that.

CFO Draycott said the City does not go in excess of \$5K in aid; the City can provide services up to that much, and anything over that would be paid by Special Events.

Commissioner Williams wanted to table the discussion and reconvene on February 1 with an estimated cost of the event.

MOTION TO TABLE UNTIL THE NEXT MEETING BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

VOICE VOTE ON THE MOTION 1:4.

Mayor Capizzi wanted to institute a discussion.

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Mr. KP Finkle urged the Commission to find the money to help with MuralFest. He stated any money spent on artists is money for the community.

Mayor Capizzi stated that there is no money for fireworks, how would there be money for this. Commissioner Jackson stated that the City has taken on many unbudgeted costs already; he is curious as to how much MuralFest cost last year. Mr. Trent stated that it cost \$2500 last year.

Commissioner Hutcherson wanted to remind the Commission that the City did not get the \$4 million grant for City Hall.

MOTION TO TABLE UNTIL THE NEXT MEETING BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

VOICE VOTE ON THE MOTION 5:0; MOTION CARRIED.

3. Adopt Ordinance 1686, First Reading, An ordinance of the City of Cocoa Beach, Florida, amending Section 5-15, "Stopping, parking, mooring and towing", of Article I, "Water Safety", of Chapter 5, "Beaches, fills, boats and waterways", and Section 3-28, "Seawalls and waterside accessory structures", of Article III, "Development and Construction", of Chapter 3, "Design Standards" of Appendix B – Land Development Code, and by adding a new Section 5-17, "Grandfathering", of Article I, "Water Safety", of Chapter 5, "Beaches, fills, boats and waterways" all of the Cocoa Beach Code of Ordinances, and providing for codification, conflicts severability and an effective date.

Representative: ~~Tanja McCoy, Director of Development Services~~ Randy Stevenson, Director of Development Services

Recommendation: Approve

CITY ATTORNEY READ ORDINANCE 1686 BY TITLE.

MOTION BY MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.

I MOVE TO ADOPT ORDINANCE 1686 ON FIRST READING.

VOICE VOTE ON THE MOTION. 5:0; MOTION CARRIED.

Mayor Capizzi presented a document showing how boats are out of compliance with the current code. At some point, the mooring code was changed to 20% to match the land code. Mayor Capizzi did investigate, and 90% of the boats in Cocoa Beach are out of compliance due to this. There have been no complaints so far, so changing it back to 33.3% will put everyone back in compliance. There was discussion among the Commissioners to clarify why the 33.3% was necessary and how boats will still be able to pass through the channels.

Commissioner Hutcherson wanted to know how the City will measure the 33.3%. Mayor Capizzi stated that the Brevard Property Appraiser website and can get the measurements there.

Commissioner Hutcherson is in favor of a hard limit. Mayor Capizzi stated that a hard limit will prohibit the size of the boat that could be owned, and many residents boats would already too big for the hard limit.

Ms. Janice Scott believed the ordinance should be tabled if there are to be changes based on public comment. She also stated that she would like floating docks addressed.

Director of Development Services Randy Stevenson stated that the navigable water cannot be reduced to less than 35 feet. Living shorelines also need to be considered as they will reduce the width on how far the docks/mooring can go out.

Commissioners Woulas and Jackson both questioned why the code was set at 20%. Mayor Capizzi stated that Orson Tarver brought up that change. Development Services Director Randy Stevenson stated that he was not here for that, but it was part of the modifications to the Land Development Code.

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Mayor Capizzi stated that residents need to be brought back not compliance, not just grandfathering people in.

Commissioner Hutcherson is still in favor of an absolute limit of 35 ft or 30%. Mayor Capizzi stated it can't be less than 33.3% or the boats will be out of compliance.

4. Approve the scope of services and fee estimate from InSituform Technologies, LLC for gravity sewer rehabilitation for approximately 18,329 feet of gravity sewer pipe in the amount up to \$1,000,000 utilizing a piggyback contract on the existing contract between the City of St. Augustine and InSituform Technologies, LLC. The work is being done for the City's State of Florida Department of Environmental Protection Grant Agreement LPA0493. This is 100% Grant Funded.

Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

CITY ATTORNEY READ ITEM K4.

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER HUTCHERSON.

I MOVE TO APPROVE.

VOICE VOTE ON THE MOTION. 5:0 MOTION CARRIED

~~5. Consider a request for Density Variance for the following:~~

~~Case No. PZ 23-17: A variance request to increase the transient lodging density limit for a two (2) acre property located at 505 N Orlando Avenue, Parcel # 25-37-10-CZ * 8.XA, from twenty eight (28) transient lodging rooms per acre to thirty (30) transient lodging rooms per gross acre, pursuant to Section 4-41 (A) and Section 4-41 (B) of the City of Cocoa Beach, Land Development Code. An affirmative vote of four Commissioners is required to grant the variance. This is a quasi-judicial action.~~

~~Applicant: Stina Cocoa Beach LLC. Agent, Francesca DiPasquale~~

~~Representative: Tanja McCoy, Director of Development Services Randy Stevenson, Director of Development Services~~

~~Recommendation: Consider REMOVED BY APPLICANT 1/10/2023~~

6. Proposed ordinance regarding Capital Projects Fund

Representative: City Commission

Recommendation: Discuss

CITY ATTORNEY READ ITEM K6.

Mayor Capizzi stated that CFO Draycott believed we could put aside \$500K this year. CFO Draycott said an option would be to add to the reserve policy. An ordinance at the end of fiscal year 2023 increased the reserve policy from 17% to 19%. That was then committed to the recovery of disaster damage. The remaining reserve balance was set to 1% to go up every year for the next 5 years, bringing the reserve to 25%. CFO Draycott said that there are sufficient reserves to allow to commit additional funding to a Future Capital Purchases Fund, either by ordinance or resolution. It would take 3.1% of additional reserves committed for that, which will limit how much of the available reserves could be used to balance the budget. If the budget needs to be balanced, it will have to be a decision of what to cut or to increase the millage.

CFO Draycott stated another option would be a millage increase strictly for future capital projects.

Commissioner Williams questioned who decided what a capital project was. Mayor Capizzi said the Commission decides. Commissioner Williams said we have a reserve balance now, but not one big enough to help with a disaster, and that reserve is defined on what it could be spent on.

CFO Draycott said that would remain unchanged, but an additional 3% would be committed, bringing the reserve to 28%.

Commissioner Williams asked where that 3% would come from.

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Mayor Capizzi said the City would have to increase the millage or find it in the budget. CFO Draycott said it's not available in the budget, but the reserves have more than 25%; there is close to 30%.

Commissioner Williams stated that a reserve can drop even if it's not spent.

Commissioner Woulas questioned as to why this is needed if we budget and plan for capital projects and have reserves. The reserves were already increased.

Mayor Capizzi gave the example of a \$12 million project with 7% interest which is \$1 million a year over 30 years. With a capital savings fund, that would be paid off in 12 years. If there was a capital fund for City Hall, there might not be a financial hole.

Commissioner Williams is there a legal way to make it a goal more than a must have.

City Attorney Vose said yes, which is why it is stated that the City "endeavors" to the capital fund.

Mayor Capizzi if there is a millage increase it would be a .3636 increase, which would be \$236 annually. He stated that he would like to avoid raising taxes, and hoped to find it in the budget.

Mr. John Butera stated that unallocated reserves are ridiculous. If it is known that a fire station is needed in 5 years, budget for it. If the City knows that capital projects will be happening, budget for that. Mr. Butera said if the Commission raises taxes, expect to be voted out.

Mr. Scott Cunningham said that reserves need to be set aside for repairs; it's sustainability. Assets, such as the country club, are being constructed and not being maintained.

Commissioner Jackson stated that if the City knows about certain expenditures, like the fire station, to get on the repairs. He did not like spending in other places when repairs are necessary. Commissioner Jackson stated that in cuts, maintenance is the first to go. He would also like to see funds put aside for capital project maintenance – health of projects already implemented.

CFO Draycott said the City budgets for maintenance and repairs, but contingency funds were cut during the 2024 budget process.

Commissioner Williams wanted to make sure the legal language doesn't make it mandatory that the City needs to pull and save these funds.

Commissioner Woulas stated that the Commission didn't want to raise the millage rate during the budget talks for items the City needed, why should we do it for a capital fund.

Mayor Capizzi said that the City will only endeavor to put in 3%. If that was not doable, the Commission would reconvene to see what could be allotted to the fund. Commissioner Jackson asked if there can be a separate capital maintenance fund.

CFO Draycott stated that the Commission is talking about an internal service fund, and she does not recommend that. Each department budgets for maintenance costs, but there will always be unexpected repairs. An internal service fund causes a department to lose track of what it really costs to operate said department. Operational maintenance costs were budgeted; much larger projects were deferred.

Commissioner Williams would rather money go to fixing things like paving the roads. Commissioner Jackson agreed with Commissioner Williams and stated that a list should be made of where the funds should go and save up for certain projects. Commissioner Woulas stated that is why the City has a 5-year Maintenance Improvement Plan. Mayor Capizzi stated that he wanted the debt to go down, and he believed the fun will help that.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
January 18, 2024

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

M. ADJOURNMENT

The meeting was adjourned at 9:20pm.

CITY MEETING CALENDAR – For Details check Calendar at www.cityofcocoabeach.com (Click on the Government Tab)

1st and 3rd Thursday of Month City Commission 7:00 PM

1st Monday of Month Planning Board 5:30 PM

1st and/or 3rd Thursday of Month Community Redevelopment Agency 6:00 PM

2nd Wednesday of Month Special Magistrate 9:00 AM

2nd Monday of Month Land Management Committee 4:30 PM

4th Monday of Month Leisure Services Advisory Board 4:00 PM (bimonthly, on odd months)

Called Upon Demand Police and Fire Pension Boards 3:00 PM

Called Upon Demand General Employee Pension Board 3:00 PM

3rd Wednesday of Month Board of Adjustment Meeting 5:15 PM

1st Wednesday of Month Sustainability Committee 6:30 PM

____ Keith Capizzi, Mayor-Commissioner

____ Adrienne Adams, Deputy City Clerk

City of Cocoa Beach Commission
Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME: BOB TORRES/PUBLIC WORKS DIRECTOR

2. MEETING DATE: FEBRUARY 1, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Approve the purchase of a 2025 Freightliner dump truck from Orlando Freightliner, Inc. via Florida Sheriff's Association Bid # FSA23-VEH21.0 for \$151,437 to replace a 2005 Freightliner dump truck. This is a budgeted item.

4. AGENDA

STAFF PRESENTATION	☐
CONSENT	☒
SITE PLAN CONSENT	☐
UNFINISHED BUSINESS	☐
NEW BUSINESS	☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES ☒ NO ☐ IF NO, CITY ACTION REQUIRED ☐ N/A

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☒

\$160,000 IS BUDGETED IN FLEET CAPITAL ACCOUNT # 001-3160-543-64-10.

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

This purchase is to replace a 2005 Freightliner dump truck. This vehicle is being replaced due to age, condition, and the replacement schedule. It is noted that repairs to the rusted steel dump body have been made in the past and currently there is extensive rust and holes to the front of the dump body. The dump body of the replacement truck was specified to be made of aluminum to prevent rust, and to reduce overall weight thereby reducing fuel consumption while increasing load capacity.

**Orlando Freightliner Inc.
2455 S. Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 122
407-291-8408 fax
407-509-6651 cell**

12-11-23

To Jonathan Mickler/City of Cocoa Beach

**Orlando Freightliner is pleased to quote the following
Freightliner 114SD via the 2023-2024 Florida Sheriffs
Association bid #FSA23-VEH21.0**

Spec #59	\$101,978.00
400-1BA 58000 GVW package	\$ 6,722.00
74B-079 RH fender mirror	\$ 71.00
558-070 front tow hooks	\$ 139.00
Delete Detroit Assurance	\$ <3353.00>
756-338 air ride drivers seat	\$ 150.00
17/19 CY dump	\$ 29,646.00
019-006 trailer connection end of frame	\$ 924.00
25 ton pintle hook	\$ 2,240.00
 Non Contract Option	
Customer elects aluminum dump body material	\$ 11,604.00
Driver controlled traction differential	\$ 1,316.00
 Total	 \$151,437.00

Sincerely,

**Bob Scharpnick
Municipal Sales
Orlando Freightliner
Isuzu Truck of Ocala**

City of Cocoa Beach Commission
Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME:

Fire Department, Ryan Duckworth

2. MEETING DATE:

2/1/2024

3. REQUESTED MOTION/ACTION:

Review, update and renew the Statewide Mutual Aid Agreement (SMAA) with the Florida Division of Emergency Management (FDEM). All local governments in the state of Florida are required to enter into this agreement to prepare for natural disasters and other emergencies. This agreement is also required to apply for reimbursement from the Federal Emergency Management Agency (FEMA) after disasters and other public emergencies.

4. AGENDA

STAFF PRESENTATION ☐
CONSENT ☒
SITE PLAN CONSENT ☐
UNFINISHED BUSINESS ☐
NEW BUSINESS ☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ **IF NO, CITY ACTION REQUIRED** YES ☒ N/A ☐

DETAILED ANALYSIS ATTACHED?: YES ☒ NO ☐

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

This is a long-term mutual aid agreement that requires periodic review and update as well as acknowledgement by elected government officials. This agreement ensures adequate resources and staffing in the event of a natural disaster or other public emergency exceeding the local, county, or regional resources within the State of Florida.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

City of Cocoa Beach Commission
Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME:
Wayne Carragino, Acting City Manager

2. MEETING DATE:
February 1, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Permission to proceed with the Phase 4 renovations and repairs of deferred maintenance issues in the Cocoa Beach Country Club located at 5000 Tom Warriner Boulevard. Phase 4 upgrades include electrical, fixtures, concrete finish, and carpentry at a cost of \$92,473.

Phase 4 will be paid for with ARPA Funds.

4. AGENDA

STAFF PRESENTATION ☐
CONSENT ☒
SITE PLAN CONSENT ☐
UNFINISHED BUSINESS ☐
NEW BUSINESS ☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☒ **IF NO, CITY ACTION REQUIRED** ☐ N/A

Staff is requesting permission to proceed with the Phase 4 renovations and repairs of deferred maintenance issues in the Cocoa Beach Country Club located at 5000 Tom Warriner Boulevard. Phase 4 upgrades include electrical, fixtures, concrete finish, and carpentry at a cost of \$92,473. Phase 4 will be paid for with ARPA Funds.

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☒

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

Background: The Cocoa Beach Country Club facility was originally constructed in the late 1960s. It was redesigned and expanded from 18 to 27 holes in the early 1990s, at which time the current clubhouse was added.

A new aluminum roof was added to the country club in the late 2000's.

Various routine maintenance issues were addressed through the years.

The carpeting throughout the country club was last replaced in 2012.

The facility is currently in need of further renovations and repairs that includes electrical, fixtures, concrete finish, carpentry, and various other issues.

Phase 4 will be paid for with ARPA Funds.

The project has been phased as follows:

Phase 1 – Structural Repairs = \$80,500

Phase 2 – Flooring and Paint = \$154,274

Phase 3 – Furniture and Fixtures = \$126,358

Phase 4 – Electrical, Fixtures, Concrete Finish and Carpentry = \$92,473

Attachments: Exhibit A

PHASE 4 - COUNTRY CLUB RENOVATIONS

	DESCRIPTION			
Item No.		Lead Contractor	Sub Contractor	Total Cost
1	Eddy's Office Walls/Tucker&Heidy Office Walls	Interior Fusion	None	\$12,000.00
2	Move (9) TV's from PD and Install in 19th Hole	Interior Fusion	None	\$2,500.00
3	(2) Glass Doors In 19th Hole	Interior Fusion	C&D Industrial Maintenance	\$17,950.00
4	Demolition Heidy's Office	City	Garcia Civil Cont.	\$29,457.00
5	Patch Ceiling in Patio Area	Interior Fusion	Highlander	\$1,000.00
6	AmVet 19th Hole Deck-Polyurea Coating	Interior Fusion	AmVet	\$18,066.00
7	3 TV's/Audio System for 19th Hole Deck	City	None	\$10,000.00
8	Replacement Ceiling Tiles Throughout Facility	City	None	\$1,500.00
				\$92,473.00



PERMIT

CITY OF COCOA BEACH

2 SOUTH ORLANDO AVENUE / P O BOX 322430 COCOA BEACH, FLORIDA 32932-2430
(321) 868-3217 FAX (321) 868-3212 www.CityofCocoaBeach.com

Application Number	BP-22-1954	Date	August 7, 2023
Application pin number	BP-22-1954		
Property Address	102 WOODLAND AVENUE		
Parcel ID:			
Application type description	Accessory Structure		
Subdivision Name	COCOA BEACH, 7TH ADDNTO LOTS 1 THRU 6 BLK 114		
Property Use			
Property Zoning			
Application valuation	15,000		

Owner

Greg & Penny Dippolito
19 Indian Village Trail Cocoa Beach, Florida 32931
321-799-2482 wbc@cfl.rr.com

Contractor

Subcontractor

Owner Builder

Description of Work: Construct a stem wall approximately 4 to 5 ft high by 400-500 feet long along the perimeter of the facility to capture and retain storm water runoff from the roadway flooding our facility.

Permit

Permit Number

Permit Fee

Issue Date

Expiration Date

BLDG - Building Permit

BP-22-1954

\$281.47

August 7, 2023

February 3, 2024

Special Notes and Comments: A permit issued shall be construed to be a license to proceed with the work and is not authority to violate, cancel, alter or set aside any of the provisions of the technical code. Every permit issued shall become invalid unless the authorized work is commenced within 180 days of issuance pursuant to Florida Building Code Section 105.4.

Fences: Finished side facing the right of way or neighboring property (LDC Sec. 3-32 E.).

Driveways: -During construction of a driveway no material shall be stored in the right-of-way, and all materials shall be secured in such a manner to prevent material migration into a waterway or stormwater system (LDC Sec. 3-09 B.).

-All driveway sections, extending into the public right-of-way, shall be surfaced in compliance with the specifications of the Cocoa Beach Standard Construction Details, M-4A or M-4B. Materials such as gravel or coquina are not in compliance with city standard construction requirements (LDC Sec. 3-09 C.).

-All driveways shall be constructed with a minimum setback distance of five (5) feet from the side property line (LDC Sec. 3-09 L.).

-All costs for repairs or replacement of driveways within the public Right-of-way, as a result of necessary access by property owners or their private contractors, are the responsibility of the property owner (LDC Sec. 3-09 O.).

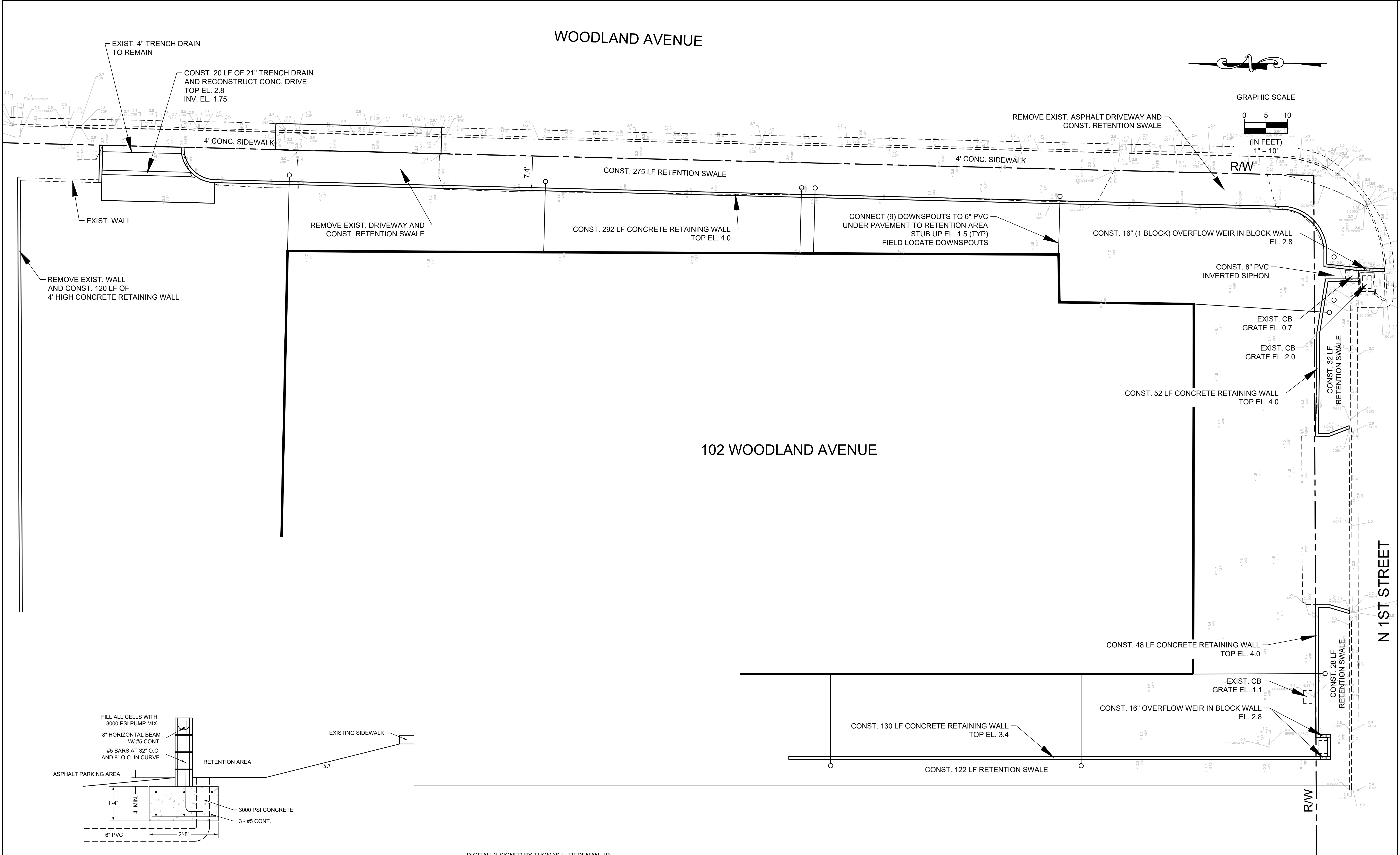
-Costs for repairs or replacement of driveways comprised of pavers or materials other than concrete/asphalt, where the damage is the result of gaining necessary access to utilities, shall be the responsibility of the property owner (LDC Sec. 3-09 P.).

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

Also, if your property is subject to deed restrictions, it is your responsibility to ensure compliance with same.

**FAILURE TO COMPLY WITH THE
MECHANICS LIEN LAW CAN RESULT IN THE
PROPERTY OWNER PAYING TWICE FOR
BUILDING IMPROVEMENTS**





TYPICAL RETENTION AREA SECTION

DIGITALLY SIGNED BY THOMAS L. TIEDEMAN, JR.

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

REVISION	DATE	BY

WOODLAND BUSINESS CENTER
DRAINAGE PLAN

102 WOODLAND AVENUE
COCOA BEACH, FL 32931



SUNSHINE STATE
ENGINEERING
5025 WINDY PALM AVENUE
MELBOURNE, FL 32934
(321) 421-4722
CERTIFICATE OF AUTHORIZATION NO. 32410

DATE: 06/30/23
SCALE: 1" = 10'
JOB NO.: 23-002
DRAWN BY: TLT
CHECKED BY: TLT

SHEET NO.
1 OF 1
PLOT PLAN

THOMAS L. TIEDEMAN, JR., P.E.
FL REGISTRATION NO. 02506

City of Cocoa Beach Commission
Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME:
CRA/Devan Taly

2. MEETING DATE:
February 1, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Request to “approve the Commercial Visual Improvement Grant Program agreement between CRA and Gregory Dippolito and Penelope Dippolito that was approved by the CRA Board”.

4. AGENDA

STAFF PRESENTATION ☐
CONSENT ☒
SITE PLAN CONSENT ☐
UNFINISHED BUSINESS ☐
NEW BUSINESS ☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☒ NO ☐ IF NO, CITY ACTION REQUIRED ☐ N/A

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☒

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Request was provided to CRA Board for approval on 2/1/2024 prior to City Commission Approval.

Commercial Visual Improvement Grant Program agreement between CRA and Gregory Dippolito and Penelope Dippolito, the owners of the properties at 102 and 150 Woodland Avenue.

This grant is designed to provide financial assistance for significant exterior improvements to help properties located in the town center. Rebates 50% up to a maximum CRA contribution amount of \$25,000 of a project’s renovation/upgrade hard construction costs. For projects requested that exceed the CRA maximum must go to CRA Board for Approval.

The stated purpose of the Redevelopment Plan is to help fund and implement programs, projects, and activities which:

- Serve to eliminate and reduce blighted conditions.
- Establish community policing to encourage compliance with established community standards and to enforce City ordinances.
- Provide and encourage the expansion of stormwater systems and improvements to infrastructure.
- Provide and support improvement of the roadway network and promote pedestrian and bicycle safe infrastructure.
- Provide and encourage improvements to parking.
- Provide and encourage improvements to landscaping and streetscape.
- Encourage and provide incentives for appropriate economic development.
- Encourage and foster the development of activities which impact our culture and the quality of life.

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32935, hereinafter referred to as the "CRA", and Gregory Dippolito and Penelope Dippolito, the owners of the properties at 102 and 150 Woodland Avenue, Cocoa Beach, Florida 32931, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program ("Program") consistent with the CRA Redevelopment Plan; and

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the CRA area; and

WHEREAS, the Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it owns that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY

The GRANTEE is the owner of the property located at 102 and 150 Woodland Avenue, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-81-114-1, has applied for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of

Cocoa Beach permits (Project). Any and all Project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the Project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the Project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA nor the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the Project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, engineering assessments that the project as constructed meets or exceeds the design criteria for drainage flow and retention capacity, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Fifty Thousand Dollars (\$ 50,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. CONSENT TO LIEN

In the event the CRA is forced to maintain a cause of action against the GRANTEE for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the GRANTEE hereby consents to an automatic lien against the property in the amount of any such Judgment.

SECTION 6. ENTIRE AGREEMENT

This agreement, including, referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this agreement. In the event it is necessary for either party to initiate legal action regarding this agreement, the venue shall lie in the courts of Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this agreement, which may be brought by either of the parties hereto, and waive any right to file an action, proceeding, or claim in Federal Court, or remove any action, proceeding, or claim to Federal Court.

SECTION 8. RELATIONSHIP OF THE PARTIES

This agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture, or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Cocoa Beach for any purpose whatsoever.

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming

from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination of this agreement.

SECTION 10. BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

This agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 12. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this agreement. It is understood by the parties hereto that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part term, or provision held to be invalid.

SECTION 13. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any covenant, term, provision or condition or right of election, but same shall remain in full force and effect.

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA or the City of Cocoa Beach, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United Postal Service, first class mail, postage prepaid, address to the following addresses of record:

CRA:

City of Cocoa Beach
Downtown Community Redevelopment
Agency
Attn: City Manager
1600 Minutemen Cswy.
Cocoa Beach, FL 32931

GRANTEE:

SECTION 16. MODIFICATION

The covenants, terms, and provisions of this agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written amendments(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 17. HEADINGS

All headings of the sections, exhibits, and attachments contained in this agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 18. JOINT AUTHORSHIP

This agreement shall be construed as resulting from joint negotiation and authorship. No part of this agreement shall be construed as the product of any one of the parties hereto.

SECTION 19. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

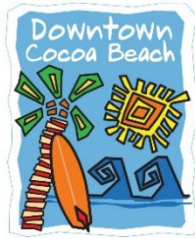
PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2023.

Notary Public, State of Florida



Community Redevelopment Agency (CRA) Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties. Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$25,000 — of a project's renovation/ upgrade hard construction costs.
- A match of up to \$15,000 on a project valued at least \$30,000 can be approved administratively.
- Projects valued over \$30,000 requesting matching above the \$15,000 limit, up to the CRA Contribution match of \$ 25,000 maximum must go to the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Once all fiscal-year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Cocoa Beach Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds.
- Final grant amounts will be determined within 30 days after the project is deemed complete by CRA staff. Grant amounts approved during the application process are subject to change if changes are made to the project.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.

- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- Visible from a street, sidewalk, or public right-of-way.
- Free of all mechanic's liens.
- No residential uses are eligible for this program.
- Must pay ad valorem taxes on the property.
- Work must result in a combination of significant exterior visual improvements.
Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

REQUIREMENTS:

- Permanent landscaping may be covered in this program but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 321-868-3200 or planning@cityofcocoa-beach.com before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.
- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that

the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.

- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ✓ All documents signed by person certified as one of company's principals. List of proposed improvements with estimated project costs
- ✓ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ✓ Copy of current city of Business Tax Receipt for property owner and tenant Copy of property owner's deed
- ✓ If a tenant, lease with at least five years occupancy remaining Landlord's current tenant list or leasing plan, if applicable Completed W-9 form
- ✓ All applicable contractor bids.
- ✓ High-quality "before" images of property from all sides/angles * High-quality images of renderings of proposed project *
- ✓ Three written contractor bids for all work being done or justification for why only one bid submitted.

* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

**Commercial Visual Improvement Program Application
City of Cocoa Beach Community Redevelopment Agency**

APPLICANT INFORMATION

Applicant's Name: _____

Applicant's Corporate Name: _____

Applicant's Corporate Business Address: _____

Name of Business at Project Address: _____

Applicant's City of Cocoa Beach Business Tax Receipt #: _____

Federal Tax ID Number or Social Security Number: _____

Applicant's Phone Numbers: _____ Business _____ Cell

Applicant's Email Address: _____

Is Applicant the property owner or a tenant proposing the façade improvements? _Owner
Tenant

PROPERTY INFORMATION

Property Owner's Name: _____

Property Owner's Mailing Address: _____

Property/Project Address: _____

Alt Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: _____ Option to Extend: ____ Yes ____ No How Long: ____ Years

Property Manager: _____ Phone: _____ Email _____

1. Is the proposed project located in the current CRA? ____ Yes ____ No

Total Applicant Funds: _____ Total Anticipated Grant Request: _____

1. Please provide a description of the Proposed Improvements. **Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

2. Please describe the extent to which the existing building or on-site improvements are substantially dilapidated.

[illegible]

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

5. Current Number of Employees: Full-Time_____ Part-Time_____ Contract_____

Number of Employees (Post Project Completion) Full-Time_____ Part-Time_____

Contract _____

Number of Construction Workers for Project: _____

Current and/or Projected Wages for Employees: (please attach as a spreadsheet)

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has been commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.

Signature of Applicant

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person acknowledging).

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, _____, owner and/or authorized representative of _____, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this _____ day of _____. Authorized Signature: _____

SIGNED AND SWORN TO before me

This _____ day of _____ by _____.

NOTARY SEAL:

Notary Public, State of Florida

My commission expires: _____



The “Woodland Business Center Storm Water Mitigation” project is two-fold; it passively alleviates flooding conditions to the residents of Cocoa Beach in an area that is prone to flooding and it encompasses a large portion of Woodland Avenue and the surrounding roadways. In addition, the project will collect harmful nutrients and prevent them from entering the Indian River Lagoon. To date 150 concrete form boards have been purchased and physically picked up in Sarasota and Bunell, Florida. These forms are just a fraction of the materials needed to construct the stormwater mitigation project that we are undertaking. It is understood by all parties that the flooding experienced throughout the region is a direct result of road build up and storm drains; that are either backed up with years of debris or undersized and cannot accommodate the flooding caused by stormwater, or a combination of both. The roadways referenced here as far as stormwater runoff, encompass an area that extends from 4th Street North to North Atlantic Avenue (A1A) and to the south to Minuteman Causeway and west to Oak Drive. It is important to note that the flood plain referenced here could be just a fraction of the boundary and is most likely much larger.

The project once completed will store an amount of stormwater up to, or greater than 24K gallons of water on any given storm day. The stormwater will then percolate safely back into the aquifer. This stormwater retention area will become an effective primary stormwater retention system. This new primary system will prevent flooding to residents in the flood prone areas by storing the initial surge of storm water (up to 24K gallons) in the newly created retention area. This will allow the city drains to accept the residual stormwater and prevent a back-up condition that causes flooding into resident’s homes and businesses. The new configuration will benefit neighbors adjacent to the roadways outlined above and alleviate flooding conditions.

We currently have a grant that was acquired through the Save Our Indian River Lagoon (SOIRL) project. However, the amount of grant money received is not enough to get the construction of the project started. The engineering for this project was completed by TJ Tiedeman of Sunshine Engineering and took about a year or so to gather and submit to the SOIRL.

The project outlined here is right in the middle of all the flood prone areas mentioned earlier. The subject area has become one of the lowest elevations in the city. We were not always one of the lowest elevations in the area, but due to previous land development we now are in a hole. Every lot and roadway surrounding our property is significantly higher than our property. The timeline for this project once started, will be operational within 6 months to 1 year. Based on the many years of experience we have dealt with this issue; it is important at this stage that we move forward with this project. The situation in the area has become exponentially worse.

Currently, we need help with the cost of this project such that we can fix a problem that has been put upon us through no fault of our own. We are now at a stopping point as our funding has now been exhausted. Currently, we are requesting to tag the expenses on to a CRA grant and/or any other monies available to the city. The items to move forward on this project are as follows:

Asphalt work @ \$10,000	\$10,000 Final TBD
Concrete Form Boards Refurbishment 150 2’ x 4’	\$19,920
Concrete 125 yds @ \$200/yd	\$25,000
Labor @ \$25,000	\$25,000
Trench Grate Drain 2’ x 2’ x 20’	\$11000 (financed)
Engineering	\$6700 (\$3500 paid out)
Total	\$97,620

The Firefighter Cancer Benefit

What is the purpose of the Program?

Florida Statute 112.1816 was enacted by the Legislature and signed into law on July 1, 2019. The statute makes firefighters, who are diagnosed with certain cancers, eligible to receive certain disability or death benefits. Specifically, in lieu of pursuing workers' compensation coverage, a firefighter shall be entitled to benefits as defined under the law.

Benefits

- A one-time \$25,000 cash benefit, paid upon the diagnosis of cancer.
- Reimbursement of covered out-of-pocket expenses related to the diagnosis of cancer
- A \$75,000 cash benefit will be paid in the event of the firefighter's death due to complications associated with the diagnosed cancer. The cause of death must be confirmed by a physician who is board certified in the medical specialty that is appropriate for the type of cancer involved.



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

May 3, 2023

VIA EMAIL

Board of Trustees
City of Cocoa Beach
Firefighters' Pension Board

Re: City of Cocoa Beach Firefighters' Retirement System

Dear Board:

We have reviewed the proposed Ordinance, provided to us via email on February 8, 2023, providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the current assumptions used in determining the funding requirements of the program because the valuation assumptions have already reflected these benefits since the November 18, 2019 Actuarial Impact Statement, which proactively funded for these benefits in advance of a formal Ordinance.

1. Effective July 1, 2019, the provisions of Section 112.1816, Fla. Stat. are codified within the plan to update the in-line of duty death section. This adds a non-rebuttable conclusive cancer presumption to in-line of duty deaths.
2. Effective July 1, 2019, the provisions of Section 112.1816, Fla. Stat. are codified within the plan to update the in-line of duty disability section. This adds a non-rebuttable conclusive cancer presumption to in-line of duty disabilities.

It is our opinion that an additional Actuarial Impact Statement is not required in support of adoption of these changes. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA

Cc via email: Pedro Herrera, Plan Attorney

TO: City Commissioners

FROM: Cocoa Beach Fire Pension

SUBJECT: Amend Ordinance 1431

Date: December 11, 2023

The State of Florida added a provision to Section 112.1816, FLA Statute back on July 1, 2019.

The plans had 5 years amend the Ordinance to include the following into the Ordinance:

Amending Section 7 Pre-retirement death by adding subparagraph 3, Cancer presumption.

Amending Section 8 Disability section 2 In-line of Duty Presumptions

ORDINANCE NO. 1684

AN ORDINANCE OF THE CITY OF COCOA BEACH FURTHER AMENDING THE CITY OF COCOA BEACH FIREFIGHTERS' RETIREMENT SYSTEM, AS RESTATED IN ORDINANCE NO. 1431, AS SUBSEQUENTLY AMENDED, AMENDING SECTION 7, PRE-RETIREMENT DEATH, AND AMENDING SECTION 8, DISABILITY, PROVIDING FOR COMPLIANCE WITH CHAPTER 2019-21, LAWS OF FLORIDA, PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA;

SECTION 1: That the City of Cocoa Beach Firefighters' Retirement System, as restated in Ordinance No. 1431, as subsequently amended, is hereby further amended by amending Section 7, Pre-retirement death, by adding a subparagraph 3, Cancer presumption, to read as follows:

Section 7. Pre-retirement death.

* * * * *

3. Cancer Presumption.

As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

SECTION 2: That the City of Cocoa Beach Firefighters' Retirement System, as restated in Ordinance No. 1431, as subsequently amended, is hereby further amended

ADOPTED at a Regular Meeting of the City Commission of the City of Cocoa Beach,
Florida held on the _____ Day _____ 2024.

ATTEST:

Lori Kalaghchy

Keith Capizzi

First Reading:

Ayes: _____

Date Posted:

Nays: _____

Date Published:

Absent: _____

Sec. 6-3. Schedule of fees and charges.

- (a) *Establishment of fees.* The city commission hereby establishes a list of matters, tasks, or services pertaining to the building code for which the city shall levy a fee or charge. It is the intent of these regulations that Cocoa Beach shall not be required to bear any part of the cost of applications or petitions made under the Florida Building Code and that the fees and other costs involved in the processing of applications or petitions shall be borne by the applicant. Fees may be charged for, but not limited to, the following:
- (1) Permits;
 - (2) Plans examination;
 - (3) Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
 - (4) Re-inspections;
 - (5) Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
 - (6) Variance requests;
 - (7) Administrative appeals;
 - (8) Violations; and
 - (9) Other fees as established under the schedule of fees adopted by resolution of the city commission.

The commission may also adopt by resolution provisions for the waiving or reduction in fees.

- (b) *Schedule of fees.* The schedule of fees and charges shall be posted in the offices of the building official and the city manager. The charges shall be authorized and adopted from time to time by resolution of the city commission.
- (c) *Valuation for purposes of calculation of permit fee.* If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, a permit shall not be issued, unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials and labor. The permit valuation may be calculated using the latest building valuation data published by the Southern Building Code Congress International or other applicable model code organization, at the option of the building official.

(Ord. No. 1323, § 2, 12-6-2001)

Sec. 6-27. Provisions for reimbursement of costs of city's services; deposit.

If any services, investigations, or inspections by the city be undertaken to determine the nature of the project or to supervise and secure compliance with the permit and which require services or continuous or intermittent inspection or investigation by the city of a substantial nature, then the reasonable cost of such shall be borne by the applicant or permittee in manner following:

- (1) *Cost of services, inspection or investigation to be borne by applicant or permittee.* All services provided for by this section shall be paid for by the applicant or permittee at the actual cost thereof to the city. As soon as reasonably possible after any such liability has incurred, the applicant or permittee shall be billed for such expenses. Payment shall be due within thirty (30) days after billing.
- (2) *Cash deposit required.* The applicant for an **excavation permit** shall deposit with the city manager, at the time of said application, the sum of one hundred dollars (\$100.00) as a deposit to ensure payment

of inspection fees required herein. This deposit shall be refunded to the applicant when the permit expires, or is terminated, provided that all inspection fees have been paid. This deposit may be used to reimburse the city for any expense incurred in carrying out the required inspections which have not been paid within thirty (30) days after billing same. The applicant or permittee shall be notified promptly upon any payment out of the deposit and shall have thirty (30) days thereafter to reinstate the amount of deposit originally required. Failure to repay the city within thirty (30) days after billing for any costs expended in excess of the deposit required hereunder shall be considered a violation of this article.

(Ord. No. 281, § 2, 3-13-1968)

Sec. 22-26. Inspection procedures.

There will be inspections required and performed by the utilities department. Compaction testing shall be performed by a qualified testing laboratory before asphalt replacement and the expense of such testing borne by the permittee. Inspections and compaction tests are as follows:

- (1) Sub-base materials
- (2) Sub-base compaction inspection
- (3) Base materials
- (4) Base material compaction test
- (5) Asphalt replacement
- (6) Final inspection
- (7) Each inspection must be signed off by a city inspector.
- (8) Compaction requirements are described in section 22-32, road sub-base and base replacement requirements.
- (9) All test reports shall be reviewed and meet the approval of the utilities department prior to asphalt replacement. The City of Cocoa Beach requires a final inspection. Inspections can be arranged within forty-eight (48) hours of a request by contacting the utilities department.

(Ord. No. 1171, § 1, 6-18-1998)

Sec. 22-27. Construction video taping.

If, in the opinion of the city's utilities department director, or the director's representative, a video taping of the project area is required, the expense shall be borne by the permittee. Prior to commencing work, the contractor shall engage the services of a professional photographer to take a continuous color audio-visual tape recording along the entire length of the project to serve as a record of preconstruction conditions. Accompanying the video recording of each video tape shall be a corresponding viewer orientation and any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. Each video shall have a log describing the various segments of coverage in terms of names of the streets or easements, coverage beginning and end, direction of coverage, video unit counter number, engineering station number and the date. Two (2) copies of the tapes shall be delivered to the city's utilities department director for approval. No construction shall begin prior to review and approval of the tapes. All tapes and written records shall become the property of the city.

(Ord. No. 1171, § 1, 6-18-1998)

EXHIBIT "A"
CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE XII - PASS-THROUGH OF DEVELOPMENT REVIEW FEES

ARTICLE XII. PASS-THROUGH OF DEVELOPMENT REVIEW FEES

Sec. 2-120. Authority.

The city is hereby authorized to assess and collect fees, costs and expenses relating or pertaining to the review, inspection, regulation and defense of development related activities pursuant to this Article. The city recognizes that regulatory fees such as the development review fees addressed in this Article are imposed pursuant to the city's police powers in the exercise of a sovereign function. The city also recognizes that such collective fees cannot exceed the collective cost of the regulatory activity, and that the entirety of such fees must be applied solely to pay the cost of the regulatory activity for which they are imposed. It is in recognition of these principles that this Article is adopted.

Sec. 2-121. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means and refers to an owner or an owner's authorized agent who submits an application, proposal, petition or project to the city.

Application means and refers to an application, petition or proposal submitted to the city for review or approval of:

- (1) A preliminary subdivision plan;
 - (2) A subdivision construction plan or plat;
 - (3) A rezoning (with or without a comprehensive plan amendment);
 - (4) A comprehensive plan amendment;
 - (5) A variance;
 - (6) A special exception;
 - (7) A planned unit development;
 - (8) A subdivision review exemption;
 - (9) A site plan;
 - (10) A development permit for construction, inspection and testing of subdivision improvements;
 - (11) A conceptual site plan review;
 - (12) A stormwater management permit;
 - (13) A tree removal permit;
 - (14) A wetland alteration permit;
 - (15) A development agreement;
 - (16) An annexation petition;
 - (17) A zoning code amendment; and/or
-

(18) Other development related matters for which city approval or review is required.

City consultants means and refers to companies, governments, individuals, and other persons or entities under contract with the city to provide services to or for the city, including, but not limited to, attorneys, planners, engineers and surveyors.

City staff means and refers to city employees.

Development review costs means the costs incurred by the city relating directly to the review, processing, inspection, or regulation of an application or project, including, but not limited to, the costs to the city of the administrative time spent by city staff or a city consultant reviewing and processing an application, and the expenses incurred by the city for consultants who review, process or defend the application at the direction of the city, as well as other expenses related directly to advertising, surveying, planning costs, legal review and/or engineering review for applications and projects.

Development review total fee means and refers to the allocable development review costs as proportionally allocated based upon construction costs and type of construction to be paid by an applicant pursuant to this Article. The amounts of development review total fees shall be set by the city commission by resolution.

Extraordinary expenses of review means and refers to expenses incurred over and above the typical direct costs to the city for engineering, planning, legal and design review by city consultants who review, process, or defend the application at the direction of the city, as well as other expenses related directly to advertising, surveying, legal review and processing, planning review and processing and/or engineering review and processing for applications and projects as reasonably determined by the city manager, or designee.

Owner means and refers to an owner or group of owners of fee simple title to a particular lot, tract, or parcel of real property.

Owner's authorized agent means and refers to an agent of the owner duly authorized to submit and process an application. If the applicant is not the property owner, a written authorization must accompany the application. Such authorization shall be evidenced by a power of attorney signed by the owner and notarized specifically authorizing the agent to represent the owner in connection with the application and as to the owner's real property which is the subject of the application. The authorization shall include an agreement of the owner to be bound by the actions of the owner's authorized agent and the provisions of this Code.

Sec. 2-122. Development review total fee.

- (a) A development review total fee, in an amount as set by resolution, payable to the city by money order, personal or company check, or cashier's check drawn on a financial institution authorized to do business in Florida shall be delivered to and collected by the city manager or designee at the time of submittal of each application for review or approval.
- (b) No review of any application shall commence until the development review total fee is paid to the city.
- (c) The development review total fees shall be utilized by the city to reimburse the city for the actual costs and expenses incurred by the city as a result of the review of the development applications, proposals, petitions and projects, and the regulation and defense of development related activities.
- (d) No refunds shall be granted as to paid development review total fees.

Sec. 2-123. Liability of applicant for extraordinary expenses of review.

The applicant shall be financially responsible for any extraordinary expenses of review incurred by the city as to any application, proposal, petition, or project submitted by the applicant.

Sec. 2-124. City invoices for extraordinary expenses of review.

- (a) The city manager or designee may periodically calculate the costs, expenses and fees incurred by the city for an application for which it appears that extraordinary expenses of review have been incurred and send an invoice to the applicant for payment.
- (b) The applicant shall have 20 calendar days from the date of the invoice to pay to the city the invoiced amount. If full payment is not received within the required time, the city manager or designee shall send a notice of nonpayment to the applicant and to all city staff and city consultants associated with the application or project instructing them to cease all work relating to such application or project unless and until further notified by the city manager or designee. A copy of such notice shall be sent to the applicant.
- (c) Upon receipt of the notice, work by the city staff and city consultants on the application or project shall cease, and neither building permits, development orders, certificates of completion nor certificates of occupancy or other permits or approvals will be issued with respect to such real property. Continuation of the review of the application or project with respect to the real property for which payment was not made will not be undertaken by the city until such time as all outstanding fees, costs and expenses are paid in full. Review of any future application or project with respect to the real property for which payment was not made will not be undertaken by the city until such time as all outstanding fees, costs, and expenses due are paid in full.
- (d) Failure to pay an invoiced amount within the requested time shall constitute a violation of this Article. The deficiency owed to the city shall accrue interest per diem at the interest rate of 18 percent simple interest per annum or otherwise at the highest rate permitted by law until paid. The amount of any such deficiency owed to the city shall be, together with interest and the costs of collection as hereinafter provided, the personal obligation of the property owner and shall be a continuing lien on the real property related to the application or project under review. Any subsequent or new owner of the real property related to the application or project shall take title subject to the obligations of the property owner and shall be jointly and severally liable for such obligations; provided, however, a property owner may not escape liability for the deficiency by abandonment of the application or project, withdrawal of such or sale of the real property with respect to which such application has been submitted. If the initial or subsequent invoices is/are not timely paid, the city may take whatever legal means it deems appropriate to collect the deficiency, including, but not limited to, retaining the services of a collection agency or attorney, initiating legal proceedings for the collection thereof, recording a notice of lien, and foreclosing same in the same fashion as mortgage liens are foreclosed. To give the public notice of the deficiency, the city manager may (but shall not be obligated to) record a notice of lien in the public records of the county, stating the description of the real property related to the application or project, the name of the owner of the real property and the amount then due and owing to the city.

Sec. 2-125. Required payments.

Payment of costs, expenses and fees incurred by the city under this Article is a requirement for the city's final approval of the application and project.

Sec. 2-126. Objections; appeal.

Any objection to any invoice or to any matter set forth in this Article must be set forth in writing, addressed and delivered to the city manager within ten (10) calendar days after the date of the relevant invoice. In the event the city manager denies the objection, the applicant shall have ten (10) calendar days after the date of the city manager's decision to file an appeal of such decision with the city clerk, for consideration by the city commission. All objections and appeals shall set forth in detail the reasons and evidence upon which the objection and appeal are based. Failure of the applicant to establish beyond a preponderance of the evidence that an invoice, decision, or other matter objected to or appealed is not appropriate and is not based upon competent substantial evidence, shall result in a denial of the objection and appeal.

Sec. 2-127. Attorney's fees in the event of failure to pay review costs.

In the event the city is required to take legal action to enforce this Article, then the city shall be entitled to recover from the applicant all costs and expenses incurred, including, but not limited to, its reasonable attorney's fees, paralegal fees and other costs and expenses, whether incurred prior to, during or subsequent to court proceedings or on appeal.

Sec. 2-128. Change of ownership.

- (a) An applicant shall provide written notice to the city manager within twenty (20) calendar days after a change in ownership of all or a portion of a lot, tract, or parcel of real property with respect to which an application, or project is pending before the city. Such notice shall include the name, address and phone number of the new owner and a legal description of the lot, tract or parcel of real property now owned by the new owner. Any such new owner shall be liable to the city for all fees, costs and expenses related to the lot, tract or parcel of real property which arise subsequent to the date the new owner acquires title to such real property. The new owner shall be given credit with the city for the development review total fee previously paid by the former owner for the particular application, proposal, petition or project submitted by the former owner as to the property acquired by the new owner so long as the previous application, proposal, petition or project has not changed.
- (b) Until such time as the city receives such written notice of a change in ownership, the original applicant shall be jointly and severally liable to the city for all fees, costs and expenses associated with the application or project which may subsequently be incurred by the city in connection with the activities of the new owner; provided, however, that upon receipt by the city of such a notification of change of ownership, the original applicant shall not be liable to the city for any further fees, costs and expenses incurred by the city which arise solely out of the application or project of the new owner and the new owner shall be solely liable to the city for all such fees, costs and expenses associated with the application or project activities of the new owner or the new owner's authorized agent subsequent to the date of receipt by the city of such notification.

Sec. 2-129. Agreement to be bound by this Article.

Submittal of an application shall constitute the consent and agreement of the applicant and the owner, whether or not the application is being executed by the owner's authorized agent, to be bound by the provisions of this Article.

ORDINANCE NO. 1685

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADDING A NEW ARTICLE XII, "PASS-THROUGH OF DEVELOPMENT REVIEW FEES", OF CHAPTER 2, "ADMINISTRATION", OF THE COCOA BEACH CODE OF ORDINANCES; ALLOWING THE CITY TO PASS TROUGH DEVELOPMENT REVIEW COSTS TO DEVELOPERS AND APPLICANTS FOR DEVELOPMENT REVIEW; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND EFFECTIVE DATE.

BE IT ORDAINED BY the City Commission of the City of Cocoa Beach, Florida:

SECTION 1. Enactment. A new Article XII, "Pass-through of Development Review Fees", of Chapter 2, "Administration", of the Cocoa Beach Code of Ordinances is hereby enacted to read as set forth in Exhibit "A" attached hereto.

SECTION 2. Codification. The new Article XII, "Pass-through of Development Review Fees", of Chapter 2, "Administration", attached as Exhibit "A" shall be codified as, and become and be made a part of the Code of Ordinances of the City of Cocoa Beach. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this ordinance as expressed herein.

SECTION 5. Effective Date. This ordinance shall become effective upon its adoption.

Upon Motion by Commissioner _____, seconded by Commissioner _____, this Ordinance was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the ____ day of _____, 2024.

Ayes: _____
Nays: _____
Absent or Abstaining _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Loredana Kalaghchy, CMC
City Clerk

First Reading: _____
Date Posted: _____
Date Published: _____

City of Cocoa Beach Commission
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME: CITY COMMISSION

2. MEETING DATE: FEBRUARY 1, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Adopt Ordinance 1685 on second reading:

An ordinance of the City of Cocoa Beach, Florida, adding a new article xii, "pass-through of development review fees", of chapter 2, "administration", of the cocoa beach code of ordinances; allowing the city to pass through development review costs to developers and applicants for development review; and providing for codification, conflicts, severability; and effective date.

4. AGENDA

STAFF PRESENTATION	☐
CONSENT	☐
SITE PLAN CONSENT	☐
UNFINISHED BUSINESS	☒
NEW BUSINESS	

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ IF NO, CITY ACTION REQUIRED ☐ N/A

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☒

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

This is a potential new ordinance that would allow the pass-through of development costs (such as planning/ engineering / surveying/ legal/ traffic engineering/ etc.) to developers during the review and approval stage of development. This would cause developers to pay expenses involved in the development process, rather than having other City taxpayers subsidize the development process due to such expenses being borne by the City, as is the current situation. This pass-through arrangement is done in many cities and it typically receives very little push-back from developers. The City currently has 4 ordinances that provide for expense pass-throughs: i) Sec. 6-3 – Building Code expenses/ plans review; ii) Sec. 6-27 – Excavation Permit expenses; iii) Sec. 22-263 – Inspections re: utilities department; and iv) Sec. 22-274 – Construction video-taping. The proposed ordinance would be much broader in scope than the current pass-through provisions.

Attachments: Draft of proposed ordinance
Current pass-through ordinances

First Reading – January 4, 2024

Advertised – January 8, 2024

Second Reading – February 1, 2024

APPEARANCE

For Staff Use Only:

__SPECIAL

__SPECIAL PRESENTATION

COCOA BEACH CITY COMMISSION

AGENDA ITEM REQUEST FORM

Please mail completed form to:

**City Manager's Office
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-22430**

DATE: Next Available

NAME: Kyle Trent **PHONE:** 321.243.6589

E-MAIL ADDRESS: SCMuralFest@Gmail.com

ADDRESS: 120 Venetian Way Suite #21 Merritt Island FL 32953

PLEASE COMPLETE THE FOLLOWING:

ITEMS(S) TO BE CONSIDERED:

- Volunteers
- Helping open up public spaces for mural installments and possible sponsorship of artists
- Signage expense (only within city limits)
- Law Enforcement expense
- Porta Potties

PERTINENT FACTS CONCERNING ITEMS(S): Between the live stream, post event video recap, event map and digital mural tour, the event generated an online viewership of over 30,000 and thousands in person. With the help requested, we anticipate that viewership growing exponentially

The law enforcement expense was something that the city waived as an expense to us last event and we would greatly appreciate the same courtesy extended if feasible.

(PLEASE ATTACH APPLICABLE DOCUMENTS)

DESIRED ACTION BY COMMISSION: (USE REVERSE SIDE FOR ADDITIONAL SPACE)

Support from the city to make sure the festival maximizes Cocoa Beach's exposure, tourism draw, beautification and space coast mural tour involvement.

Signed by: Kyle Trent

Group: Mural Festival	Event Dates: 9/17/22 & 9/18/22
Contact Name: N/A	Event Location: Minutemen
Contact phone: 321-243-6589	Invoice #: 09172022
Contact email: scmuralfest@gmail.com	Amt Due: \$ 2,990.00
Billing Address: 120 Venetian Way Suite 21 Merritt Island FL 32953	Due Date:

REMIT PAYMENT TO:

City of Cocoa Beach

PO Box 322430

Cocoa Beach, FL 32932-2430

SPECIAL EVENT FEES				EST. FEES	ACTUAL FEES	Est	Actual
Non-Refundable Special Event Application Fee							
"Class A" Event	FA	\$	300.00 /Event	\$ 300.00	\$ -	1 Event	
"Class B" Event	FA	\$	250.00 /Event	\$ -	\$ -	0 Event	0
"Class C" Event	FA	\$	50.00 /Event	\$ -	\$ -	0 Event	
Motion and Still Photography	FA	\$	100.00 /Event	\$ -	\$ -	0 Event	
Non Profit Fee	FA	\$	150.00 /Event	\$ -	\$ -	0 Event	
Services							
Building Personnel	FD	\$	50.00 /Hr	\$ -	\$ -	0 /Hr	0 /Hr
Building Electrical Inspection Fee	FD	\$	70.00 /Insp	\$ -	\$ -	0 /Insp	0 /Insp
Building Reinspection Fee	FE	\$	50.00 /Insp	\$ -	\$ -	0 /Insp	0 /Insp
Firefighter Supervisor	FH	\$	60.00 /Hr	\$ -	\$ -	0 /Hr	0 /Hr
Firefighters/EMT/Paramedic	FH	\$	55.00 /Hr	\$ -	\$ -	0 /Hr	0 /Hr
Fire Inspection	FC	\$	70.00 /Insp	\$ -	\$ -	0 /Insp	0 /Insp
Fire Reinspection	FC	\$	50.00 /Insp	\$ -	\$ -	0 /Insp	0 /Insp
Law Enforcement Supervisors	FF	\$	70.00 /Hr	\$ -	\$ -	0 Hrs	0 Hrs
Law Enforcement Officers	FF	\$	60.00 /Hr	\$ 1,920.00	\$ -	32 Hrs	0 Hrs
Beach Rangers	FF	\$	14.79 /Hr	\$ -	\$ -	0 Hrs	0 Hrs
Pool Personnel	FI	\$	21.00 /Hr	\$ -	\$ -	0 Hrs	0 Hrs
Public Works Personnel (Maint I)	FI	\$	35.00 /Hr	\$ 770.00	\$ -	22 Hrs	0 Hrs
Public Works Personnel (Maint II)	FI	\$	40.00 /Hr	\$ -	\$ -	0 Hrs	0 Hrs
Pre Post Sanitation		\$	70.00 /Event	\$ -	\$ -	0 Days	0 Days
Equipment Fees							
Fire Vehicles (truck, engine, gator, etc	FC	\$	75.00 /Day	\$ -	\$ -	0 Equipment	0 Equipmer
Water Craft (boat, rescue craft)	FC	\$	75.00 /Day	\$ -	\$ -	0 Equipment	0 Equipmer
Police Vehicles (car, ATV, etc.)	FF	\$	50.00 /Day	\$ -	\$ -	0 Equipment	0 Equipmer
Heavy Duty Equipment	FI	\$	75.00 /Day	\$ -	\$ -	0 Equipment	0 Equipmer
Additional Charges							
Late Fees - All Events - 1-30 Days	FA	\$	20.00 /Day	\$ -	\$ -	0 Days	0 Days
Vendor Permit	MV	\$	57.75 /Event	\$ -	\$ -	0 Vendors	0 Vendors
Meter Rental	FL	\$	2.50 /Hr	\$ -	\$ -	0 Meter Hrs	0 Meter Hrs
Use of Golf Course	PK	\$	3,500.00 /Day	\$ -	\$ -	0 Days	0 Days
Sales Tax on Parking Agreements	RX	\$	0.06 /Hr	\$ -	\$ -	0 Meter Hrs	0 Meter Hrs
Performance Bond	FO	\$	- /%			(25% of Fees or \$1,000, whichever is grea	
Deposit for Cones	MX	\$	75.00 Event	\$ -	\$ -	0 Cones	0 Cones
Deposit for Barricades	MX	\$	150.00 Event	\$ -	\$ -	0 Cones	0 Cones
Fischer Park (Full Park)	PK	\$	1,500.00 /Day	\$	\$	Days	0 Days
Fischer Park (Half Park)	PK	\$	750.00 /Day	\$	\$	Days	0 Days
Shepard Park (Full Park)	PK	\$	4,600.00 /Day	\$	\$	Days	0 Days
Shepard Park (Half Park)	PK	\$	2,300.00 /Day	\$ -	\$ -	0 Days	0 Days
SUBTOTAL				\$ 2,990.00	\$ -		

AMOUNT DUE CALCULATION

Estimated Fees	\$ 2,990.00
Actual Fees	\$ -
Amount Paid	
Estimated Amount Due	\$ -

Notes:

Trail:

City Use Only	
Received	
Received	
Reimbursed	

City of Cocoa Beach Representative: Laird McLean

Phone: 321.868.3252

Fax: 321.868.3200

Email: lmclean@CityofCocoaBeach.com

Group: Mural Festival	Event Dates: 3/30/24-3/31/24
Contact Name: N/A	Event Location: Minutemen
Contact phone: 321-243-6589	Invoice #: 03302024
Contact email: scmuralfest@gmail.com	Amt Due: \$ 2,870.00
Billing Address: 120 Venetian Way Suite 21 Merritt Island FL 32953	Due Date:

REMIT PAYMENT TO:
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PO Box 322430
Cocoa Beach, FL 32932-2430

SPECIAL EVENT FEES				EST. FEES	ACTUAL FEES	Est	Actual
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Equipment Fees							
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Shepard Park (Full Park)	PK	\$	4,600.00 /Day	\$	\$	Days	0 Days
Shepard Park (Half Park)	PK	\$	2,300.00 /Day	\$ -	\$ -	0 Days	0 Days
SUBTOTAL				\$ 2,870.00	\$ -		

AMOUNT DUE CALCULATION	
Estimated Fees	\$ 2,870.00
Actual Fees	\$ -
Amount Paid	
Estimated Amount Due	\$ -

Notes:

Trail:

City Use Only	
Received	
Received	
Reimbursed	

City of Cocoa Beach Representative: Laird McLean
Phone: 321.868.3252
Fax: 321.868.3200
Email: lmclean@CityofCocoaBeach.com

City of Cocoa Beach Commission

Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME: WAYNE CARRAGINO, ACTING CITY MANAGER

2. MEETING DATE: FEBRUARY 1, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Staff are requesting direction on the path forward with the City of Cocoa Beach annual 4th of July fireworks event. The event was not budgeted for FY24.

4. AGENDA

STAFF PRESENTATION	☐
CONSENT	☐
SITE PLAN CONSENT	☐
UNFINISHED BUSINESS	☒
NEW BUSINESS	☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☒ **IF NO, CITY ACTION REQUIRED** ☐ N/A

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☒

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

The annual 4th of July fireworks event has not been budgeted for the fiscal year 2024.

Last year (FY23) the actual cost of the event broke down as follows:

a) Contracted Fireworks Display	\$20,000
b) Police and Fire Protection for Event	<u>\$ 7,114</u>
Total Cost	\$27,114

The area events schedule would be as follows:

Cocoa Beach July 3 (Wednesday)

Cocoa July 4 (Thursday)

Port Canaveral July 5 (Friday)

Staff are requesting direction on the path forward with the City of Cocoa Beach annual 4th of July fireworks event. The event was not budgeted for FY24.

City of Cocoa Beach Commission Agenda Item Summary

1. **DEPARTMENT MAKING REQUEST/NAME:** WAYNE CARRAGINO, ACTING CITY MANAGER

2. **MEETING DATE:** FEBRUARY 1, 2024

3. **REQUESTED MOTION/ACTION** (SUMMARY THAT WILL APPEAR ON THE AGENDA):

The Brevard County Commission has requested that the City of Cocoa Beach increase its payments ten-fold from \$83,017 to \$822,889 per year for beach lifeguard services payable to the County costing the City of Cocoa Beach an additional \$739,877 to begin in FY 24-25, beginning on October 1, 2024.
Recommended action is to discuss and direct staff.

4. **AGENDA**

STAFF PRESENTATION	☐
CONSENT	☐
SITE PLAN CONSENT	☐
UNFINISHED BUSINESS	☒
NEW BUSINESS	☐

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?:** YES ☐ NO ☒ **IF NO, CITY ACTION REQUIRED** ☐ N/A
DETAILED ANALYSIS ATTACHED?: YES ☒ NO ☐

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

As admitted by the County in the memorandum prepared by the Brevard County Attorney dated August 22, 2023, ("Memo") on the subject of funding lifeguard services by the Tourist Development Council ("TDC"), the lifeguard services are needed at the beaches of Brevard County primarily due to the millions of tourists who flock to the beaches. Over 2.5 million of those tourists visit Cocoa Beach each year. The actual residents of Cocoa Beach (as opposed to tourists) that swim in the ocean in Cocoa Beach are over-all well-informed and good swimmers. It is the tourists who typically need lifeguard services when they do not know how to deal with rip-tides or go into the ocean when weather conditions make it unsafe, or the tourists themselves are poor swimmers. As referenced in the Memo, the County's research in recent years bears this fact out – the need for lifeguards is primarily created by tourists.

As is well known, "Cocoa Beach" is the "brand" that is used by the Brevard County TDC when advertising "beach tourism" in Brevard County. There are typically at least 2.5 Million tourists who come to Cocoa Beach each year. The TDC receives a 5% tax ("bed tax") on tourist accommodations in Brevard County. Cocoa Beach is the largest source of bed taxes that go to the TDC. **In 2022-23, Cocoa Beach was the source of \$5,120,000 paid to the TDC for bed taxes. Of that over \$5 Million of TCD revenue that originated in the City of Cocoa Beach, Cocoa Beach received in return from the TDC the comparatively small sum of \$174,000 for "beach clean-up".**

The TDC currently spends millions providing beach renourishment to beaches in Brevard County, but it is important to note that the TDC pays absolutely nothing to renourish the beach in Cocoa Beach. The beach renourishment in Cocoa Beach is provided by the Army Corps of Engineers, which is the result of a successful lawsuit many years ago which obligated the Army Corps to do beach renourishment in the city limits of Cocoa Beach (but not in other beaches in the County).

According to Brevard County budget figures, the County budgeted for the TDC in FY 23-24 \$23,967,250 (and \$26,077,031 in FY 22-23) for "TDC – Beach Improvement". None of that money was spent to renourish the beach in Cocoa Beach. It is only logical that the TDC should pay for lifeguard services to make Cocoa Beach's

beach safe for tourists. The TDC in its advertisements touts Cocoa Beach's safe beaches. It is only appropriate for the TDC to bear the expenses for the lifeguards whose primary purpose is to protect tourists.

As a result of the 2.5 Million tourists that visit Cocoa Beach each year, the City is forced to provide greatly expanded (and therefore much more expensive) police and fire/rescue services than the City would need without the huge influx of tourists.

The Cocoa Beach Police Department budget is \$5,894,765 and Fire Department budget is \$5,469,618, for a total Public Safety budget of \$11,364,383. **Almost half of the Police and Fire/Rescue calls handled by those departments are the direct result of tourists, rather than residents of Cocoa Beach.** These huge budgets put a large burden on City taxpayers that would not be present without the extra costs of hosting the over 2.5 Million tourists.

A large percentage of Cocoa Beach residents are either retired or work in the space industry, or other non-tourist industries. The full-time population of Cocoa Beach is approximately 11,227. Examples of non-tourist-oriented cities in Florida of approximately the same population and similar demographics to Cocoa Beach are Avon Park in south central Florida, and Milton in the panhandle.

Milton, with a full-time population of 11,288, has a Police Department budget of \$3,207,231, and a Fire Department budget of \$2,767,019, for a total Public Safety budget of \$5,974,250, approximately half of the \$11,364,383 Public Safety budget in Cocoa Beach. Avon Park, with a full-time population of approximately 10,425, has a Police Department budget of \$2,734,450, and a Fire Department budget of \$2,342,770 – for a total Public Safety budget of \$5,077,220, less than half of the \$11,364,383 Public Safety budget in Cocoa Beach.

When looked at based on the cost per resident of Cocoa Beach, the Public Safety budget of Cocoa Beach computes to \$1,012 per resident, per year. **Each individual resident of Cocoa Beach pays approximately an extra \$500 per year (or \$1,000 per average household) for the "privilege" of hosting the influx of 2.5 million visitors each year.** Those full-time Cocoa Beach residents bear the costs of providing Police and Fire/Rescue services to the tourists who congest the roads and beaches and sometimes make using the beaches by residents difficult or uncomfortable. The tourists who stay in vacation rentals in single family neighborhoods also detract from the feeling of community in the area and often create noise, trash and parking problems that degrade residential neighborhoods.

The bottom line is that the residents of Cocoa Beach typically do not receive the financial benefits of tourism in Cocoa Beach like the TDC which received \$5,120,000 in FY 22-23 from the bed tax in Cocoa Beach, but such Cocoa Beach residents bear the heavy financial burdens of such tourism.

The County has suggested that the City use funds earned from beach parking fees to pay for lifeguards. The revenues from the City Parking Garage are pledged to pay off bonds issued to pay for the cost of construction of that garage. Other parking fees are currently used to defray some of the massively high extra costs for Police and Fire/Rescue services borne by the City due to the over 2.5 million tourists who visit Cocoa Beach each year. The City of Cocoa Beach has no "extra" funds from parking revenues to use to pay the County for lifeguard services that have traditionally and rightfully been paid for by the County. The TDC should, at the very least, take the funds that it would otherwise allocate for beach renourishment of the 6 miles of beaches in Cocoa Beach, and use that money to fund lifeguards in the City of Cocoa Beach.



Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements



Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Project Overview

- The purpose of this project is to enhance pedestrian safety along State Road (S.R.) A1A from Crescent Beach Drive to South of Minutemen Causeway by providing 12 pedestrian crossings: 6 along S.R. A1A northbound (Atlantic Avenue) and 6 along S.R. A1A southbound (Orlando Avenue).
- The proposed pedestrian crossing locations were determined by a Pedestrian Safety Study conducted in July 2019.
- This presentation details two options for the proposed pedestrian crosswalk improvements.



Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Option 1 Overview: Raised Crosswalks

- Raised crosswalks are proposed at 6 of the 12 pedestrian crossing locations:
 - 1) SR A1A NB at 21st St S./Summer St.
 - 2) SR A1A NB at 10th St. S
 - 3) SR A1A NB at 1st St S
 - 4) SR A1A SB at 21st St S./Summer St.
 - 5) SR A1A SB at 10th St. S
 - 6) SR A1A SB at 1st St S
- In addition to the raised crosswalks, all pedestrian crossings (except for the 1st St. S intersections) will have In-Roadway Warning Lights (IRWL). These light systems turn on when pedestrians push the actuator button when ready to cross the roadway. The lights are located in the pavement and will flash while pedestrians cross the roadway.
- In addition to the raised crosswalks, the pedestrian crossings at the SR A1A NB at 1st St. S and SR A1A SB at 1st St. S intersections are Pedestrian Hybrid Beacons (overhead mast arm signals). These two locations do not have In-Roadway Warning Lights (IRWL).



Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Option 1 Overview: Raised Crosswalks (continued)

- Raised Crosswalk Design
 - The raised crosswalks will be 3 inches high. For reference, this is less than the width of a standard business card.
 - The raised crosswalks will have a 5-foot long ramp up to the flat crosswalk surface and a 5-foot long ramp down back to the roadway surface.
 - The flat crosswalk surface will be 10-feet wide.
- Signing and Pavement Markings
 - Travel lane widths near the raised crosswalks will be reduced to 11-foot lanes.
 - Speed Hump with 20 mph advisory speed signs will be placed at each raised crosswalk.
- Speeds
 - This project will change the speed limit from Crescent Beach Drive to Minutemen Causeway from 35 mph to 30 mph. FDOT Traffic Operations will coordinate changing the speed limit to 30 mph in the remaining bifurcated section of SR A1A, to the north of this project.



Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1 Overview: Raised Crosswalks (continued)

- Temporary Traffic Control Plan (Construction)
 - In addition to the standard Temporary Traffic Control Plan for the project, the following will be implemented to ensure the public knows about the raised crosswalk construction and can travel the construction area safely:
 - Portable Changeable Message Signs will be provided with additional messages to alert motorists at each raised crosswalk location during construction.
 - All signs and pavement markings will be installed prior to opening the raised crosswalks to traffic. This includes the vertical deflection pavement markings.
 - Speed enforcement will be provided during construction – a traffic control officer will be on site during construction.
 - Raised crosswalks will not be open to pedestrians until construction is completed.



Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Option 1: Project Layout (Raised Crosswalks)





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

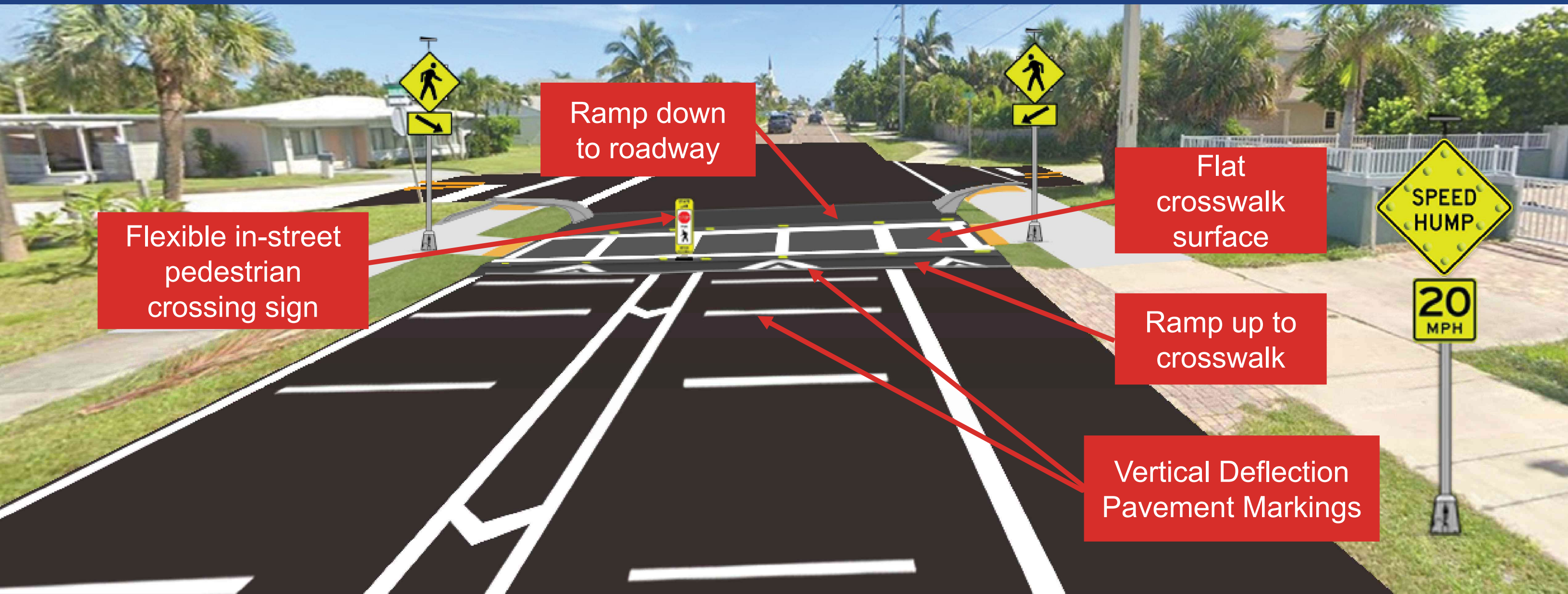
Option 1: Raised Crosswalk Viewed from Roadway





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1: Raised Crosswalk Viewed from Roadway





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1: Raised Crosswalk Elements Explained

- Flexible in-street pedestrian crossing sign



- Consists of a plastic sign panel and flexible base.
- Placed per FDOT standards to remind vehicles that pedestrians have the right of way when crossing the roadway.
- Increases visibility of pedestrian crosswalk to improve safety.
- When impacted by a vehicle, the sign panel is reactive and is designed to spring back to its original position.



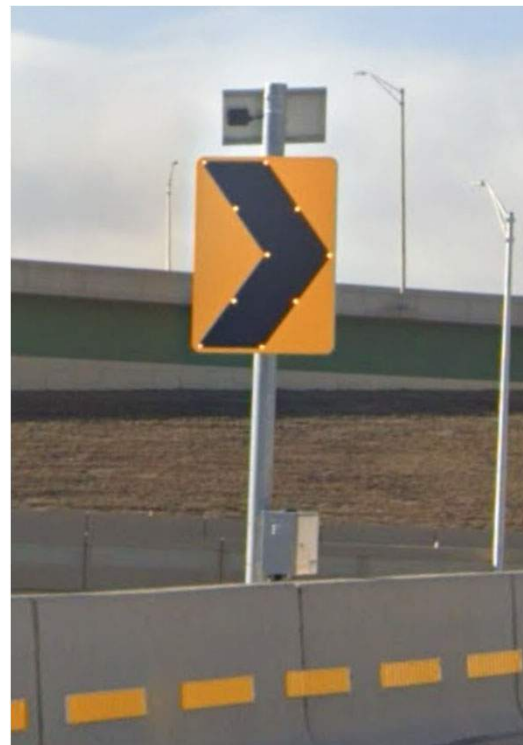
Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1: Raised Crosswalk Elements Explained

- Highlighted Speed Hump and Speed Advisory Sign (20 mph)



- The Speed Hump sign will have solar powered flashing lights, placed at each raised crosswalk location. The lights will be the same color as the Speed Hump sign.
- The flashing lights will be on at all times.
- Real-World Example:



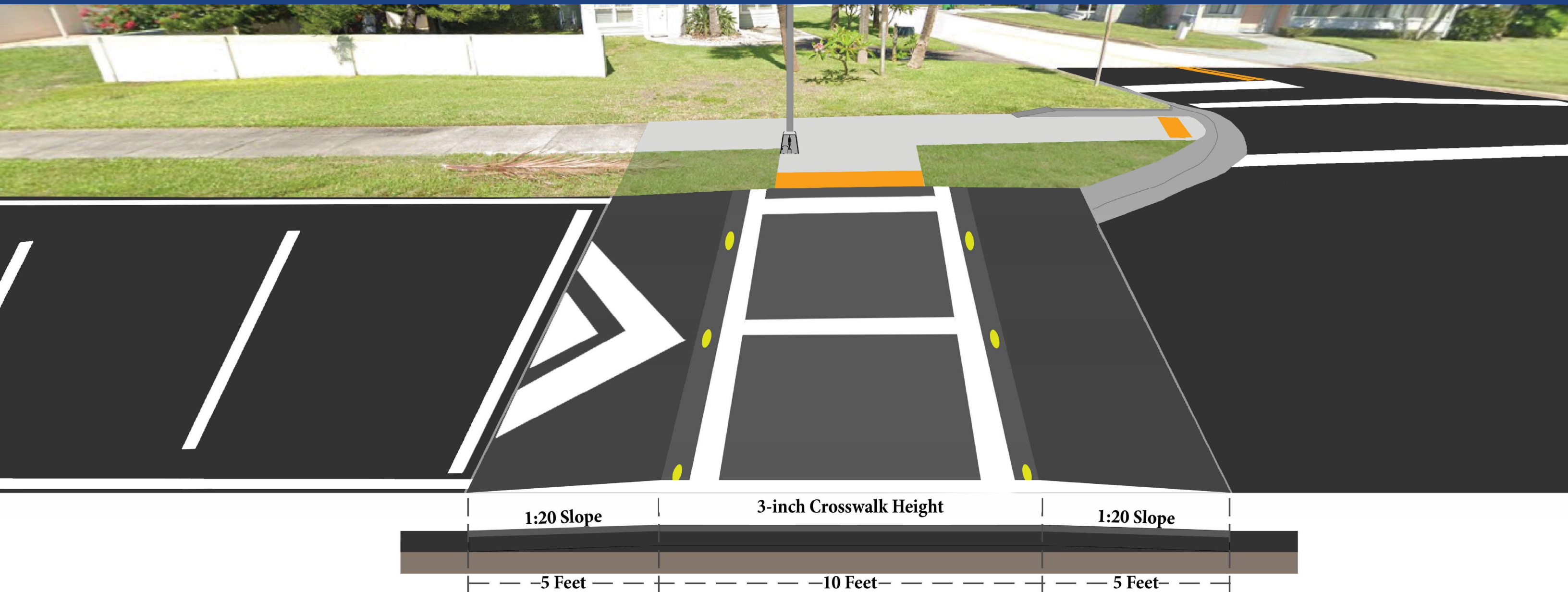


Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

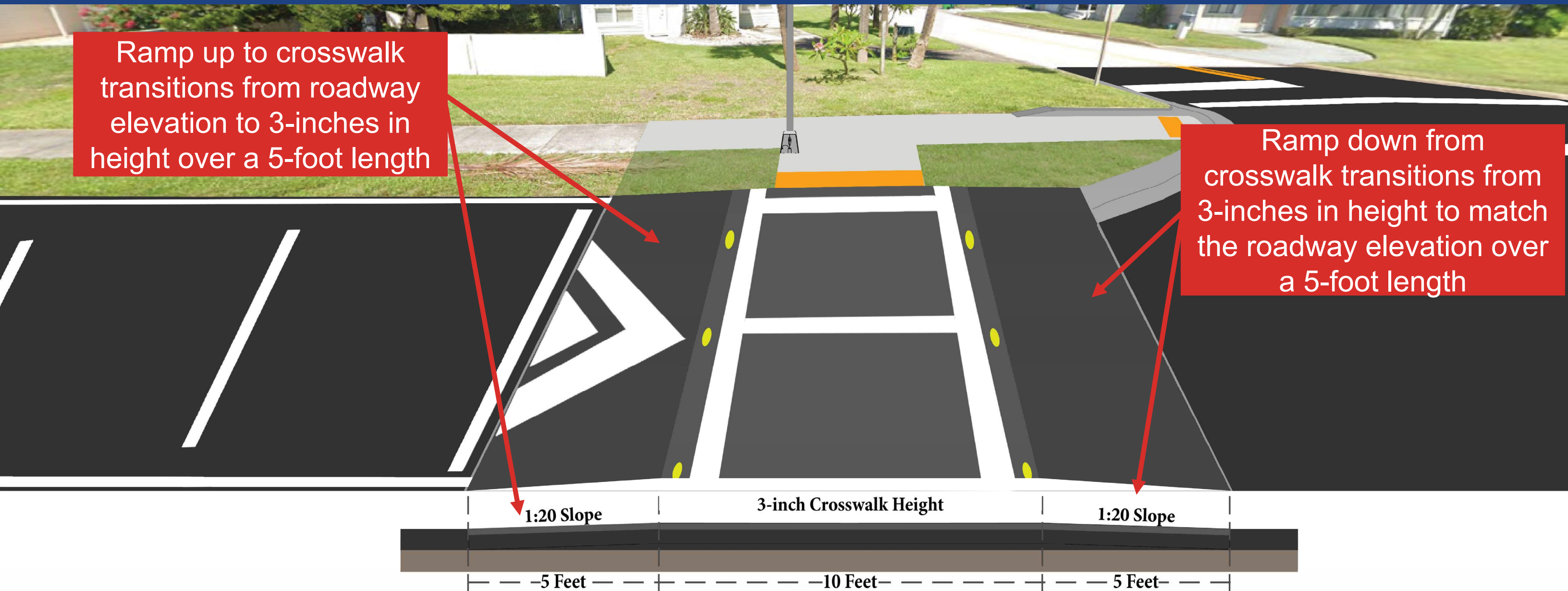
Option 1: Raised Crosswalk Viewed from Sidewalk





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1: Raised Crosswalk Viewed from Sidewalk





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1: Raised Crosswalk Viewed from Sidewalk

- Raised Crosswalk Height Real-World Example:
 - The raised crosswalk height is 3 inches, less than the width of a standard business card.





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 1: During Construction

- Portable Changeable Message Signs will display the following alternating messages:
 - 7 days prior to raised crosswalk construction:

MESSAGE 1:

SPEED
HUMP
CONST

MESSAGE 2:

DATE
TO
DATE

- During construction of raised crosswalks and until 7 days after construction is complete:

MESSAGE 1:

CAUTION
SLOW
CAUTION

MESSAGE 2:

SPEED
HUMP
AHEAD





Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Raised Crosswalk Real-World Example

- Here is an example of a successful real-world raised crosswalk in Orange County:





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Option 2 Overview: No Raised Crosswalks

- If raised crosswalks are not implemented, all 12 pedestrian crossings will be flat/flush crosswalks.
- All pedestrian crossings (except for the 1st St. S intersections) will have In-Roadway Warning Lights (IRWLs). These light systems turn on when pedestrians push the actuator button when ready to cross the roadway. The lights are located in the pavement and will flash while pedestrians cross the roadway.
- The pedestrian crossings at the SR A1A NB at 1st St. S and SR A1A SB at 1st St. S intersections are Pedestrian Hybrid Beacons (overhead mast arm signals). These two locations do not have In-Roadway Warning Lights (IRWLs).
- Signing and Pavement Markings
 - Travel lane widths near the crosswalks will be reduced to 11-foot lanes.
- Speeds
 - The posted speed in the corridor will remain 35 mph.



Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Option 2: Project Layout (No Raised Crosswalks)





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

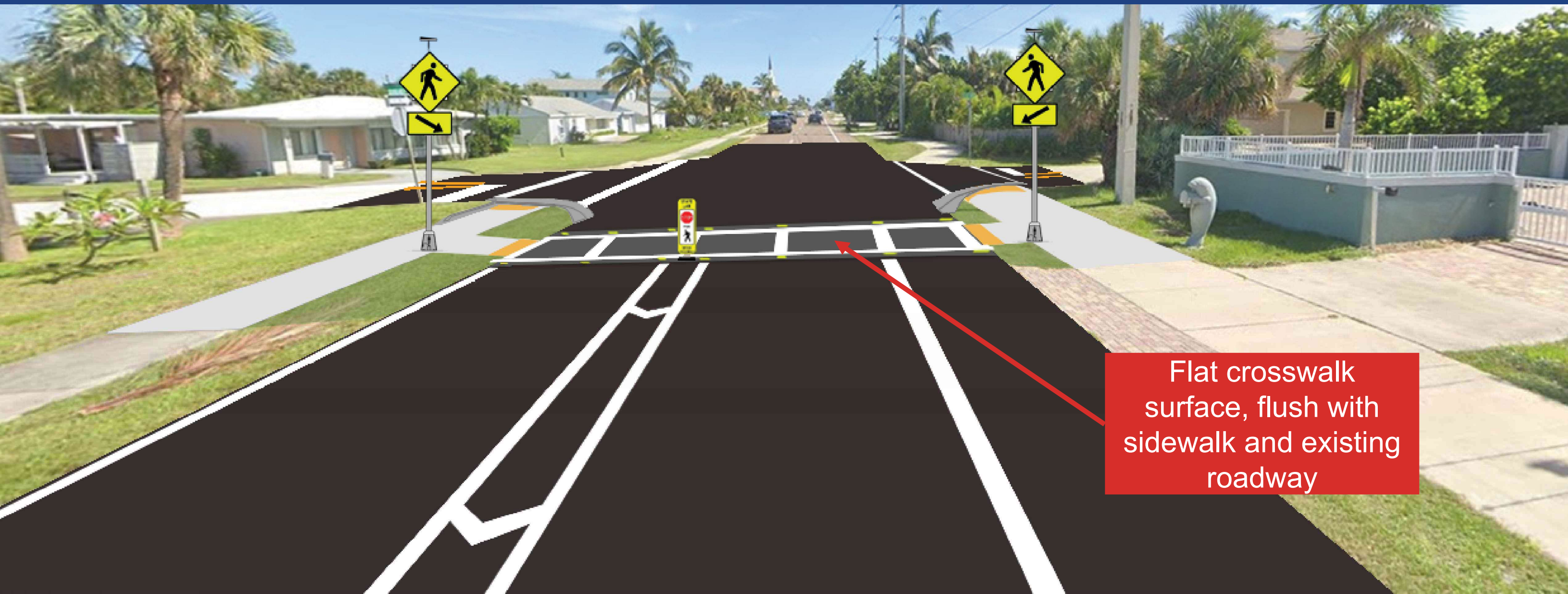
Option 2: Crosswalk Viewed from Roadway





Northbound and Southbound S.R. A1A
from Crescent Beach Drive to Minutemen Causeway
Financial Project Identification (FPID) No.: 445867-1
Pedestrian and Intersection Improvements

Option 2: Crosswalk Viewed from Roadway





Northbound and Southbound S.R. A1A from Crescent Beach Drive to Minutemen Causeway

Financial Project Identification (FPID) No.: 445867-1

Pedestrian and Intersection Improvements

Option 2: Crosswalk Viewed from Sidewalk



City of Cocoa Beach Commission
Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works Department / Jared Francis, City Engineer

2. MEETING DATE:

February 1, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

FDOT would like the Commission to select one of the proposed options for safety improvements along State Road A1A.

4. AGENDA

STAFF PRESENTATION ☐

CONSENT ☐

SITE PLAN CONSENT ☐

UNFINISHED BUSINESS ☐

NEW BUSINESS ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ IF NO, CITY ACTION REQUIRED ☒ N/A

DETAILED ANALYSIS ATTACHED?: YES ☒ NO ☐

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

The Florida Department of Transportation (FDOT) owns and maintains State Road A1A. As part of a larger, statewide safety initiative, they are proposing improvements to S Orlando Avenue and S Atlantic Avenue from Crescent Beach Drive to Minutemen Causeway. The Project Technical Scope was completed in 2019 and it recommended Rectangular Rapid Flashing Beacons (RRFBs) in 12 locations. Over the years, the design has been revised to remove the RRFBs and include raised crosswalks, in-road lighting, and other safety measures such as signage and improved street lighting. FDOT would like to present two alternatives to the City and is seeking input and direction from the Commission regarding a preferred option.

Attachment: J1. FDOT Crosswalk Presentation

City of Cocoa Beach Commission
Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME: WAYNE CARRAGINO, CITY MANAGER; PATRISHA DRAYCOTT, CHIEF FINANCIAL OFFICER

2. MEETING DATE: FEBRUARY 01, 2024

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Consider Annual Parking Space(s) Reserved for Private Business Usage

4. AGENDA

STAFF PRESENTATION	☐
CONSENT	☐
SITE PLAN CONSENT	☐
UNFINISHED BUSINESS	☐
NEW BUSINESS	☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES ☐ NO ☒ IF NO, CITY ACTION REQUIRED ☐ N/A

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☒

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

The City has previously received requests from local business to obtain “reserved” parking spaces for business use. These requests have been few and have been reviewed/approved by the City Manager on an individual basis.

We now have another request, and two previous agreements that will expire soon.

City staff would like direction from the Commission on establishing a policy specifically to respond to these requests.

Issues to consider:

- how many spaces (limit?)
- how much time (limit?)
- what time of day (any restrictions?)
- cost to calculate – previously it has been calculated as the actual parking revenue received for the requested space; however this does not take into account the potential loss of revenue from the space not being available for general parking use.
- Example of calculation for potential loss of revenue:
8 hours per day * \$5 per hour = \$40.00
\$40.00 hours per day * 2 days per week = \$80.00 per week
\$80.00 per week * 52 weeks = \$4,160.00 per year

The more hours/spaces/days per week, the greater the annual cost – the most recent request received by the City would be a cost of \$35,750 per year, using the above calculation

