



Meeting Agenda
Thursday, November 7, 2024

7:00 PM

REGULAR

Cocoa Beach Country Club
5000 Tom Warriner Blvd.
Cocoa Beach, 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and www.cityofcocoabeach.com.
Meeting Video Archives: www.cityofcocoabeach.com

Packets: Packets are on the City's website (www.cityofcocoabeach.com) and at Commission meetings

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. If speaking for a group, the Commission may grant an additional three minutes
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the 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 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Mark Wodka, Reverend, Space Coast Seafarers Ministry
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS**E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS****F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS****G. CONSENT AGENDA**

1. Approve the October 24th City Commission Meeting Minutes
Staff Representative: Karin Grooms, City Clerk
2. Adopt Resolution No. 2024-24 _A Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the 2025 budget for projects not completed the prior fiscal year.

Staff Representative: Cody Dingee, Comp Controller

3. Adopt Resolution No. 2024-26 A RESOLUTION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2023-2024 WHICH BEGINS OCTOBER 1, 2023, AND ENDS SEPTEMBER 30, 2024, INCLUDING ADJUSTMENTS FOR REVENUES AND EXPENDITURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS BY THE CITY MANAGER; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SERVERABILITY, AND EFFECTIVE DATE.

Staff Representative: Cody Dingee, Comp Controller

4. Request to cancel the following City Commission meetings:

- November 21, 2024
- December 19, 2024
- January 2, 2025

Staff Representative: Wayne Carragino, City Manager

5. Request permission to enter contract negotiations with Jacobs Engineering Group for the Cedar, Woodland, Brevard Stormwater Design/Engineering Services CB24-014

Staff Representative: Devan Taly, Director of Grants & Special Projects, Morgan Zuhlke, Stormwater Manager

6. Requesting permission from the commission to contract Playworx Playsets LLC to replace the CB Aquatic Shade. This is a budgeted item.

Staff Representative: Laird McLean, Leisure Services Director.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. UNFINISHED BUSINESS

1. ADOPT ORDINANCE NO. 1688 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TITLE TO BE "CITY OF COCOA BEACH COMPREHENSIVE PLAN 2045"; AMENDING DEFINITIONS TO BE CONSISTENT WITH THE LDC; AMENDING SECTION I "FUTURE LAND USE ELEMENT" INTRODUCTION DATA TO REFLECT CURRENT POPULATION ANALYSIS AND FORECASTING FUTURE GROWTH, AND AMENDING POLICY I.1.1 AND I.1.2, AND AMENDING FLUE MAPS TO

CHANGE DATES TO 2045; AMEND SECTION II, "COASTAL MANAGEMENT ELEMENT" INTRODUCTION DATA AND ANALYSIS AND POLICY I.1.1 ADDING NORTH THOUSAND ISLANDS MANAGEMENT PLAN DATA; AMENDING SECTION III "CONSERVATION ELEMENT" UPDATING THE INTRODUCTION DATA AND ANALYSIS TO INCLUDE LISTED PLANT AND ANIMAL SPECIES; AMENDING SECTION IV, "RECREATION AND OPEN SPACE ELEMENT" INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY I.1.3 TO REFLECT A 2045 PLANNING HORIZON; AMENDING SECTION V, "HOUSING ELEMENT" INTRODUCTION TEXT TO REFLECT CURRENT POPULATION AND GROWTH TRENDS THROUGH 2045; AMENDING SECTION VII "INFRASTRUCTURE ELEMENT" INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY'S I.1.1, I.1.3, I.1.6, AND POLICY'S I.2.2 – I.2.4 TO REFLECT THE CITY'S CURRENT POTABLE WATER SERVICE PROVIDER, AND PROVIDE CONSISTENCY WITH THE CITY'S POTABLE WATER CONTRACTUAL AGREEMENT; AMEND SECTION VIII "MOBILITY ELEMENT" POLICY'S I.1.3, I.1.20 AND I.13.1 TO REFLECT CURRENT TRANSPORTATION PRIORITIES, AND UPDATE MOBILITY MAPS TO REFLECT 2024 CONDITIONS AND ANTICIPATED 2045 CONDITIONS; AMENDING SECTION IX "CAPITAL IMPROVEMENT ELEMENT" TO REFLECT RECENT CIP TABLES; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1688 is an update to the Comprehensive Plan.

Staff Representative: Randy Stevenson, Development Services Director

Recommendation: Adopt Ordinance 1688 and authorize transmittal of adoption to the Florida Commerce Department within 10 working days of adoption

2. ADOPT ORDINANCE 1689 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTIONS OF APPENDIX B OF THE COCOA BEACH CODE OF ORDINANCES, LAND DEVELOPMENT CODE; PROVIDING FOR MINIMUM REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); AMENDING ARTICLE IV "DEFINITIONS;" WITHIN CHAPTER I, "PURPOSE AND GENERAL PROVISIONS"; AMENDING ARTICLE III "FLOOD DAMAGE PREVENTION" WITHIN CHAPTER VII "STORMWATER MANAGEMENT AND FLOOD CONTROL"; ALL WITHIN THE LDC; INCORPORATING RECITALS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND EFFECTIVE DATE.

Ordinance 1689 is a request to implement changes to the Land Development Code (LDC) Chapter I and Chapter VII. These changes were determined to be necessary to maintain or improve the City's Community Rating System (CRS) Class 8 rating under the National Flood Insurance Program (NFIP). Ordinance 1689 reflects FDEP recommended changes needed to satisfy the prerequisite requirements of the NFIP, and those necessary for the

City of Cocoa Beach to maintain or improve its current CRS 8 rating. Without these changes, the city was informed it could be retrograded to a CRS Class 9 rating.

Staff Representative: Randy Stevenson, Development Services Director

Recommendation: Adopt Ordinance 1689 (Flood Prevention Provisions) and authorize transmittal of adoption to the Florida Division of Emergency Management (FDEM) and Federal Emergency Management Agency (FEMA).

J. NEW BUSINESS

1. Request 2025 budget to add (1) Code Enforcement Officer, dedicated to manage Short Term Rental (STR) registration and enforcement.

Staff Representative: Jeremy Hutcherson, Vice-Mayor

Recommendation: Discuss

2. Request to approve a contract with Mead & Hunt for the Inflow & Infiltration Abatement Program CB24-012

Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director, Devan Taly, Director of Grants & Special Projects

Recommendation: Approve

3. ADOPT ORDINANCE 1694 ON FIRST READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1694 is intended to protect the City of Cocoa Beach and its residents, business owners, and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for misleading, false, fraudulent or deceptive advertisements.

Staff Representative: Loren Wiltse - Principal Planner, Randy Stevenson - Development Services Director

Recommendation: Adopt

K. GENERAL PUBLIC COMMENT

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

L. ADJOURNMENT

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Pastor Keith Capizzi, Club Zion
3. Roll Call

Commission members present:

Keith Capizzi - Mayor seat 1.
Jeremy Hutcherson – Vice Mayor seat 5
Joshua Jackson – Commissioner seat 2
Karalyn Woulas - Commissioner seat 3
Skip Williams - Commissioner seat 4

Administrative members present:

Wayne Carragino - City Manager
Becky Vose - City Attorney
Karin Grooms - City Clerk
Devan Taly - Project/Grant Coordinator CRA Administrator
Scott Maxim - Project Manager
Morgan Zuhlke - Stormwater Utilities Manager
Brad Kalsow - Water Reclamation Director
Jonathon Mickler - Fleet Director
Justin Grimes - Fire Chief
Brian Thomas - Building Maintenance Supervisor

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 WILLIAMS/WOULAS

I MOVE TO APPROVE THE AGENDA AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS

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CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

Ms. Melissa Byron mentioned the contract between the Brevard County Commission and Westin. she stated her displeasure with the situation.

Mayor Keith Capizzi mentioned his part in the county meeting about Lori Wilson Park. Stated that the city was offered the park when it was in disarray. Stated that acquiring the park could be a \$500k liability.

Commissioner Karalyn Woulas mentioned the funding for it and asked if it was a possibility for residents to pay for parking for revenue.
Mayor Capizzi stated he didn't want to have to go to the pay for parking route.
Commissioner Joshua Jackson mentioned opening space for vendors who can rent from the city.

Vice Mayor Hutcherson stated that he is in favor of acquiring the park as long as it's cost-effective.

Commissioner Skip Williams mentioned the meeting at the Cocoa Beach Hilton on Tuesday the 25th at 5 P.M.
He noted a variety of permits currently in use for city activities. He added that the Hilton should go through the same process for a special event permit and that there should be a case-by-case basis instead of a blanket cost.

Commissioner Woulas mentioned that The Westin planned on spending \$1 million on the park. Mayor Capizzi mentioned the rentals should be fair across the board and wants to have the park free for everyone.

Commissioner Williams mentioned past meetings he had about the park
Commissioner Woulas shared concerns with costs and revenue after obtaining the park. Mayor Capizzi shared his concerns with future contracts and that they should be looked at every 4 years.

There was a discussion about potential parking fees for the park.
Ms. Becky Vose, City Attorney, mentioned Volusia County who runs beach access points have a vehicle pass that is like pay by plate.
Commissioner Woulas mentioned that not charging residents wouldn't be viable.
Commissioner Jackson inquired about Brevard residents paying for parking as part of the stipulation.

Ms. Janice Scott Shared her concerns with Lori Wilson Park and stated her displeasure with the hotel and the business itself. She thanked city staff for their efforts during hurricane Milton.

Ms. Angela Cobb Stated that there are no easements on Lori Wilson Park and if there could be some easements put onto the park to help maintain it and that this deal could affect a lot of people at the park. Mr. Finke suggested getting creative with ordinances.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

C. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Carragino, City Manager, thanked several members of the city staff for their efforts during hurricane Milton. Mentioned the difficulty of the cleanup, but that it should be completed by 10-25-24.

He mentioned the St. Vincent Paul Society and received a letter thanking the city for their contributions to their food pantry.

D. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

No Reports

E. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Woulas reiterated the great job the city employees did.

Commissioner Jackson Mentioned city residents Mike Corel and Brian Galloway who helped during the hurricane. Vice Mayor Hutcherson mentioned the tornado risks.

Mayor Capizzi applauded the Fire, police departments for their efforts during the tornado, and public works departments for clearing debris after the tornado. He added that this was the best response for a post storm cleanup he had seen to date.

Commissioner Williams mentioned Hurricane Erma and his experience with tornadoes.

F. CONSENT AGENDA

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE THE CONSENT AGENDA AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the October 3, 2024, Commission Meeting
Minutes Staff Representative: City Clerk's Office
2. Execute Hold Harmless Agreement between Martin Family Revocable Trust
and the City of Cocoa Beach
Staff Representative: Brad Kalsow, Water Reclamation and Public Works
Director
3. Approve the purchase of a Valve Exercising Trailer utilizing the Florida Sheriffs
Association heavy trucks and busses contract FSA 23-VEH-21-RO. Approved
budget shows \$85,000. Equipment price came in at \$89,887.72. Contingency
funds may be used to cover the overage.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works
Director
4. Approve the purchase of 5 rolling steel doors with standard metal finish to be
replaced within the Public Works Facility. C&D industrial maintenance is under

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

a continuous service contract with the City and have replaced a few doors for us in the past. Most recently Fire Station 51. Total cost for the 5 doors including installation is \$59,575 and this is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

- ~~5. Request to approve a Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000. Budgeted. Previously approved by the CRA Board on 10/24/24.~~

~~Staff Representative: Devan Taly, Director of Grants & Special Projects~~

6. Approve the purchase of a new Bucket Loader from National Equipment Dealers, LLC. utilizing Florida Sheriff's Contract #FSA23-EQU21.0 in the amount of \$175,461.68. Purchase price includes a 102" Grapple Rake attachment to be used for debris pickup during storms. Purchase price also includes a 5 year/10,000-hour full machine warranty. This is a budgeted item. Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

7. Request permission to enter contract negotiations with Mead & Hunt for the Inflow and Infiltration Abatement Program Project CB 24-012. Staff Representative: Devan Taly, Director of Grants & Special Projects, Brad Kalsow, Water Reclamation Director/ Public Works Director

8. Approve the proposal from Garcia Civil Contractors in the amount of \$99,522.58 to perform the Public Works sidewalk extension project between S. Orlando Avenue and S. Atlantic Avenue to coincide with the new FDOT crosswalk locations. Garcia is a continuing service contractor with the city. This is a budgeted item. Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director

9. Approve the amended 2024 Commission Policies and Procedures to include Civic Clerk Agenda Software procedures and Incorporate the Community Redevelopment Agency meetings into the City Commission Meetings. Staff Representative: Karin Grooms, City Clerk

G. ITEMS REMOVED FROM THE CONSENT AGENDA

5. Request to approve a Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000. Budgeted. Previously approved by the CRA Board on 10/24/24.

Staff Representative: Devan Taly, Director of Grants & Special Projects

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

6. UNFINISHED BUSINESS

- a. Requesting commission approval to award bid and contract W&J Construction, the highest ranked and most responsive bidder, for the Bicentennial Park Improvements project.
This is a budgeted item.
Total Project Cost - \$3,735,815.60
Staff Representative - Scott Maxim, Project Manager
Recommendation Approve

Commissioner Williams inquired about the elevation and drainage changes. Mr. Scott Maxim, Project Manager stated that it will be elevated and will have an exfiltration system along with a seawall. Mr. Brad Blaze stated that it will not be above the crown of the road, and they are raising it 24 inches which will improve drainage conditions.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE TO AWARD THE BID AND CONTRACT WITH W&J CONSTRUCTION FOR THE BICENTENNIAL PARK IMPROVEMENT PROJECT
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

- b. Requesting Commission approval to execute the Construction, Engineering, & Inspection (CEI) Contract with Mead & Hunt for the Bicentennial Park Improvements Project utilizing the Continuing Services Contract between the City & Mead & Hunt.
This is a budgeted item.
Total Cost - \$237,208.00
Staff Representative: Scott Maxim, Project Manager
Recommendation Approve

Vice Mayor Hutcherson asked if the FDEP grants covered the engineering and construction costs. Mr. Maxim confirmed that both are covered.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE TO EXECUTE THE CONSTRUCTION, ENGINEERING, & INSPECTION CONTRACT WITH MEAD AND HUNT FOR THE BICENTENNIAL PARK IMPROVEMENTS.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

- c. Approve the settlement agreement for McNabb / Dempsey Park.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

A settlement of the litigation by the City against Darryl's Docks relating to defects in the McNabb / Dempsey Park Seawall has been reached. Darryl's Docks has agreed to conduct remedial construction of the seawall at Darryl's Docks' sole expense. The remedial construction will be in accordance with plans approved by the City's consulting engineer. Once the remedial work is complete, the lawsuit will be dismissed, and releases exchanged.
Staff Representative: Becky Vose, City Attorney
Recommendation Approve

MOTION BY WOULAS/HUTCHERSON

I MOVE TO APPROVE THE SETTLEMENT AGREEMENT FOR MCNABB/DEMPSEY PARK. A SETTLEMENT AGREEMENT OF THE LITIGATION BY THE CITY AGAINST DARRYL'S DOCKS.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi asked if payment had been made to start fixing it, or if it was left.
Ms. Vose stated that it had been left.
Vice Mayor Hutcherson inquired about approval of funding for the repairs for the litigation.
Mr. Carragino stated that it was approved.
Vice Mayor Hutcherson reiterated that the funding was approved, but the repairs weren't executed.

7. NEW BUSINESS

- a. Requesting permission from the commission to contract Engineered Cooling Services to replace the Country Club chiller unit under our Continuing Services Agreement.
This item is not budgeted
Total Cost - \$148,940.00
Staff Representative: Brad Kalsow, Water Reclamation & Public Works
Director
Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE THE CONTRACT FOR THE ENGINEERED COOLING SERVICES TO REPLACE THE COUNTRY CLUB CHILLER UNIT.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Williams inquired about the cost.
Mr. Carragino stated that the 400-channel dredge project was budgeted at \$1.2 million. That project only cost \$300,000 so the remaining was used for this item.
Commissioner Hutcherson and Mr. Carragino discussed costs, plans, and maintenance of future projects to keep in line with the CIP. There was a discussion about replacement plans for equipment.
Mr. Carragino stated that the building department is small and reactive.

CITY OF COCOA BEACH, FLORIDA
CITY COMMISSION MINUTES
October 24, 2024

Mr. Brad Kalsow stated that the current unit has no housing unit and lasted 7.5 years and has been repaired or replaced in the last 15 years.

Commissioner Jackson stated that it is needed to plan and put it in the budget.

8. GENERAL PUBLIC COMMENT

No Comments

9. ADJOURNMENT

Meeting adjourned at 7:57 P.M.

X

Karin Grooms
City Clerk

X

Keith Capizzi
Mayor

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Cody Dingee, Comptroller

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Adopt Resolution No. 2024-24 _A Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the 2025 budget for projects not completed the prior fiscal year.

Staff Representative: Cody Dingee, Comp Controller

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

These funds were anticipated to be spent and assumed in our budget forecast in FY2024, so approval to add these to the FY 2025 budget does not have any further financial impact.

BACKGROUND:

The attached Resolution will amend the FY2025 budget for unfinished projects or purchases that were not completed prior to the end of last fiscal year (FY2024). They need to be added to the FY 2025 budget so they can be finished and properly processed.

This procedure is used each year to keep expenditures properly matched to the corresponding budget for the items. It is not unusual for the City to have projects that cannot be completed within a given fiscal year. Projects crossing fiscal years may occur for several reasons:

- It is not physically possible to complete a project within one year
- Shifting priorities and limited personnel extend completion times
- Projects are delayed by factors outside of the City's control (e.g. supply chain delays, permitting)

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE 2025 BUDGET FOR PROJECTS NOT COMPLETED THE PRIOR FISCAL YEAR.

BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida, that: The Annual Budget for fiscal year ending September 30, 2025 of the City of Cocoa Beach, Florida is hereby amended to appropriate funds for projects that were not completed before the end of the prior fiscal year.

Fund/Department	Account Number / Item Description	Project #	Amount
GENERAL FUND			
PW Operations (Streets/Roads)	001-3110-541.31-00 Dune Cross Over - Design & Engineering	DUNECR	33,287
PW Operations (Streets/Roads)	001-3110-541.63-10 Minutemen Shoreline Erosion Project	MSHORE	544,696
PW Operations (Streets/Roads)	001-3110-541.63-10 Field 3 Ballfield Renovations	SOFT	35,091
PW Fleet	001-3160-543.64-10 Police Vehicles (2)-Lights & Additions to Put in Service		30,876
PW Fleet	001-3160-543.64-10 PW Dump Truck - Replcmt PW-84; Delivery will be in FY2025		160,000
PW Fleet	001-3160-543.64-10 Fire Rescue Squad #1 - Replcmt 1997 Squad; Delivery will be in FY2025		100,650
PW Fleet	001-3160-543.64-10 Fire Engine 50 - Delivery will be in FY2025		713,500
PW Capital Projects	001-3170-519.63-10 Country Club Improvements	CCHR	43,604
PW Capital Projects	001-3170-519.63-10 Marina Feasibility Study	MARINA	12,934
PW Capital Projects	001-3170-519.63-10 Golf Capping Project	CBGOLF	1,842,529
PW Capital Projects	001-3170-334.10-00 State Grant Revenue (Muck Capping Project)	CBGOLF	1,842,529
REVENUE			
Skate Park	001-4150-572.63-10 Skate Park Repair/Renovations	SKATER	193,082
Golf Course	001-4230-572.63-10 Regrass Driving Range	RGRASS	9,170
Golf Course	001-4230-572.63-10 Golf Course Irrigation & Sprinkler System		800,000
Golf Course	001-4230-572.64-10 Greens Mowers (2); Purchase placed in FY24 - Delivery Delayed until FY25		98,627
TOTAL GENERAL FUND			6,460,575

RESOLUTION NO. 2024-24

Fund/Department	Account Number / Item Description	Project #	Amount
COMMUNITY REDEVELOPMENT AGENCY			
CRA	125-9310-559.80-00 Grants - Approved; Performance Not Completed in FY2024		80,000
Parking Garage	125-9320-559.63-21 Bathroom Improvements		200,453
Parking Garage	125-9320-559.63-21 Garage (Structure) Improvements		216,468
TOTAL COMMUNITY REDEVELOPMENT AGENCY FUND			496,921

Fund/Department	Account Number / Item Description	Project #	Amount
UTILITIES SYSTEM FUND			
Utilities Collections	431-4314-537.46-45 LS Pump Repair/Xylem - Sent for Repairs in FY2024; Completion in FY2025		23,659
Utilities Collections	431-4314-537.46-45 IR Pump Mixer Repair/Xylem - Sent for Repairs FY24; Completion FY25		9,931
Utilities Administration	431-4320-535.31-00 Lift Station Upgrade - Engineering	LIFT03	11,660
Utilities Administration	431-4320-535.31-00 Lift Station Upgrade - Engineering	LIFT06	21,320
Utilities Administration	431-4320-535.31-00 Lift Station Upgrade - Engineering	LIFT15	39,760
Utilities Administration	431-4320-535.31-00 Biosolids Residuals Handling - Engineering	WRDBIO	130,989
Utilities Administration	431-4320-535.31-00 Gravity Sewer Rehab - Engineering	A1ASWR	209,113
Utilities Administration	431-4320-535.64-20 Trailer Mount ByPass Pump		88,396
Utilities Operations	431-4322-536.64-20 Spare Return Activated Sludge Pump/Xylem		28,070
Utilities Operations	431-4322-536.64-20 Waste Activated Sludge Pump/Xylem		15,770
Utilities Operations	431-4322-536.64-20 Biosolids Residuals Handling	WRDBIO	520,000
Utilities Approp.	431-9000-519.99-30 UIC Injection Well Repairs	TPWFIX	61,000
UTILITIES SYSTEM FUND			1,159,668

RESOLUTION NO. 2024-24

Fund/Department	Account Number / Item Description	Project #	Amount
STORMWATER FUND			
Stormwater Operations	441-4420-538.63-20 McNabb Bioretention Outlet	SWMCNB	40,000
STORMWATER FUND			40,000
TOTAL ALL FUNDS			8,157,164

Upon Motion by Commissioner _____ and Seconded by Commissioner _____ this Resolution was duly adopted at a Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of November, 2024.

ATTEST:

Ayes: _____
Nays: _____

Karin Grooms, MPA, CMC
City Clerk

Keith Capizzi
Mayor-Commissioner

Absent or Abstaining: _____

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/2/2024

Department: Public Works

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Dune Crossovers	DUNECR	001-3110-541-31.00	33,287

Justification:

To finish design, bidding, permitting, and construction engineering inspection services.

Requested By: Signature : Morgan Zuhlke Digitally signed by Morgan Zuhlke DN: cn=Morgan Zuhlke, o=Morgan Zuhlke, c=US United States #US United States o=City of Cocoa Serial #morganzuhlke@cityofcocoabeach.com Reason: I am the author of this document. Location: Date: 2024.10.03 15:28:04.00 Title: Stormwater Utility Manager Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
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CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year
and the funds need to be carried into next year.

Date: 10/03/2024

Department: Public Works

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
Minutemen Shoreline Erosion	MSHORE	001-3110-541-63.10	544,696 ✓

Justification:

This is for the remaining design and construction.

Requested By:

Signature : Morgan Zuhlke

Digitally signed by Morgan Zuhlke
DN: cn=Morgan Zuhlke, gn=Morgan Zuhlke c=US,
United States in US, United States o=City of Cocoa
Beach, e=morgan.zuhlke@cityofcocoabeach.com
Reason: I am the author of this document
Location:
Date: 2024.10.03 15:01:44-00

Title: Stormwater Utility Manager

Date: 10/3/24

Approval(s):

Finance Director:
Signature

Date

City Manager:
Signature

Date

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year
and the funds need to be carried into next year.

Date: 9/12/2024

Department: Public Works

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
Field 3 Softball Renovations	SOFT	00131105416310	40,000.00

Justification:

Laser leveling of the field along with sod cannot be started by the contractor until November 2024

ARPA Approved Project \$150,000 04 JAN 2024 Commission Approved

FY2024 Exp \$114,909. Remaining \$35,091
Total project exp @ FYE

Requested By:

Signature :

Darryl Brathie

Title:

PW Manager

Date:

9/12/24

Approval(s):

Finance Director:
Signature

Date

City Manager:
Signature

Date

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year
and the funds need to be carried into next year.

Date: 09/10/2024

Department: FLEET

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
LIGHTS N MORE	PO# 244218	001-3160543-6410	\$308,760 30875.63
Fire Engine truck	CIF TO Fleet	FY2024 Budget - 001 2820.5226410	\$713,500
Dump truck		FY2024 Budget	\$160,000
Fire Rescue Squad Truck		FY2023 Budget - 001 2820.5226410	\$100,650

Carry over FY2023 -
FY2024 TO 001 3160
Ref BA 0665

Justification:

We may need to carry over this amount as the 2 new patrol units may not be finished before October

1st.

CIF Available ✓

Requested By: Signature :  Title: Fleet Director Date: 9/10/20	Approval(s): Finance Director: Signature Date City Manager: Signature Date
---	--

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year
and the funds need to be carried into next year.

Date: 10/03/2024

Department: Public Works

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
Marina	MARINA	001-3170-519-63.10	12,934.20
			\$12934

Justification:

✓ \$62,066
The contract for the feasibility study is \$150,000. In FY24 \$62,065.80 was spent toward the contract amount. Carry forward is to remain in compliance with contract price.

✓ C/F Available

Requested By:

Signature : Morgan Zuhlke

Digitally signed by Morgan Zuhlke
DN: cn=Morgan Zuhlke, gn=Morgan Zuhlke, o=US
United States, ou=City of Cocoa
Beach, email=morgan.zuhlke@cityofcocoafl.com
Reason: I am the author of this document
Location:
Date: 2024.10.03 14:43:04.00

Title: Stormwater Utility Manager

Date: 10/3/24

Approval(s):

Finance Director:
Signature

Date

City Manager:
Signature

Date

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 8/19/24

Department: PW

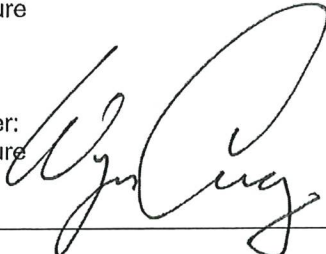
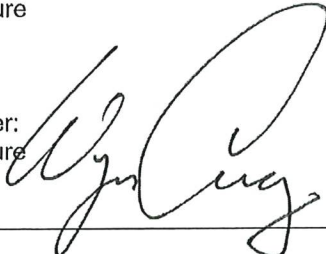
PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Golf Capping Project	CBGOLF	001.3170.519.63.10	1,842,529

Justification:

Golf Capping Project - PW Capital Project. Grant funded SOIRL 24,000,000 & FDEP 12,000,000

Original Budget 2,000,000; spent 157,470.28. Construction should start February of 2025.

Increase Grant Revenue & Exp.(Project)

Requested By: Signature:  Title: <i>Director of parks</i> Date: <i>8/19/24</i>	Approval(s): Finance Director: Signature:  Date: City Manager: Signature:  Date: <i>8/19/24</i>
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CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/22/2024

Department: Public Works

PROJECTS

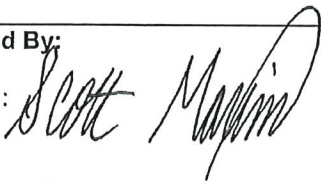
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Country Club Improvements	CCHR	001-3170-519.63-10	\$43,604.11

Justification:

We were not able to get all of the renovations scheduled, completed and invoiced before the end of the fiscal year. Still have several improvements to be made in the bathrooms and on the back patio of the 19th Hole.

Requested By:

Signature :



Title: Project Manager

Date: 10/22/24

Approval(s):

Finance Director:
Signature

Date

City Manager:
Signature

Date

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/22/2024

Department: Leisure Services

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
Skate Park Improvements	SKATER	001-4150-572.63-10	\$193,082.00

Justification:

Due to community and commission input we needed to scrap the RFP and change the scope of the project. This delayed the project and prevented us from being able to begin the project before the end of the fiscal year.

Requested By: Signature:  Title: Project Manager Date: 10/22/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
--	---

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year
and the funds need to be carried into next year.

Date: 6/11/24

Department: GOLF

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
GREENS MOWERS (2)		001-9230-572. 64-10	98,627.32
			98627

Justification:

DUE TO MANUFACTURING HOLD UPS THE UNITS WILL NOT BE
READY UNTIL MID-OCTOBER.

Requested By: Signature:  Title: CBCC MANAGER Date: 6/14/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
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CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

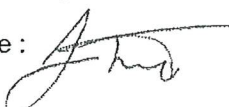
Date: 9/19/24

Department: GOLF

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
RANGE GRASS	RGRASS	001-4230-572.63-10	9,170
COURSE IRRIGATION		001-4230-572.63-10	800,000

Justification:

CHOSE TO GET THE ON COURSE TEE ISSUES CORRECTED
BEFORE RANGE WAS FIXED.

Requested By: Signature:  Title: CBCC MANAGER Date: 9/19/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
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CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 8/19/24

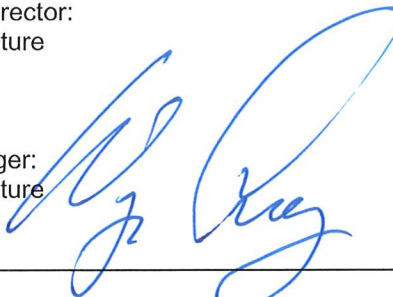
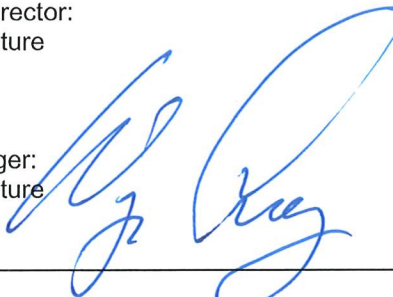
Department: CRA

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
Juice n Java Facade Program		125-9310-559-80-00	\$25,000
Cocoa Beach Office Facade Program		↓	\$30,000
Coastal Market Facade Program		↓	\$25,000

Justification:

CRA Facade Grant Programs that were approved during FY2024 by Commission that will crossover into FY2025. Agreements are in place and signed.

Requested By: Signature:  Title: Director of Grants Date: 8/19/24	Approval(s): Finance Director: Signature  Date City Manager: Signature  Date 8/19/24
--	---

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 8/19/24

Department: CRA

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Parking Garage Improvements	CRABEI	125.9320.559.63.21	216,468
Parking Garage Improvements	CRABRI ^{Bath Rooms}	125.9320.559.63.21	200,453

Justification:

Parking Garage Improvements started in FY2024 that will continue into FY2025.

Additional bathroom upgrades, cameras, painting (building), elevator, etc.

Requested By: Signature :  Title: Director of grants Date: 8/19/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature  Date 8/19/24
---	--

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
LS Pump Repair / Xylem	PO #244316	43143145374645	\$23,658.62
IR Pump Mixer Repair / Xylem	PO #244425	43143145374645	\$9,931.05
		TOTAL	\$33,589.67

\$33,590

Justification:

These two pumps failed late in the fiscal year and have all been sent to the manufacturer
for repair. We don't anticipate repairs will be completed by the end of the fiscal year therefore
funds need to be carried over to cover the total cost of \$33,589.67. Parts are coming from Sweden

Requested By: Signature : <u>Bud Hall</u> Title: PW & Water Rec. Dept. Director Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
---	---

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Lift Station Upgrades	LIFT03	43143205353100	\$11,660
Lift Station Upgrades	LIFT06	43143205353100	\$21,320
Lift Station Upgrades	LIFT15	43143205353100	\$39,760
		Total	\$72,740

Justification:

LIFT03: Only expensed \$47,640 of \$59,300 - PO#243905 - Engineering
LIFT06: Only expensed \$37,300 of \$58,620 - PO#243906 - Engineering
LIFT15: Only expensed \$26,360 of \$67,120 - PO#243907 - Engineering

Requested By: Signature :  Title: PW & WR Department Director Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
--	---

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
Biosolids Residuals Handling	WRDBIO	43143205353100	\$130,989.00
Gravity Sewer Rehab	A1ASWR	43143205353100	\$209,113
		Total	\$340,102

Justification:

WRDBIO: Only expensed \$18,511 of \$149,500 - PO#243631 - Engineering
A1ASWR: Only expensed \$137963 of \$347,076 - PO# 243546 - Engineering

Requested By: Signature :  Title: PW & WR Department Director Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
--	---

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Trailor Mount Bypass Pump	Contract. #FSA23-EQU21.0#31	43143205356420	88,396.00

Justification:

Thompson Pumps- PO #244108 - Pump will not arrive until December per manufacture delays

Requested By: Signature :  Title: PW & WR Department Director Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
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CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
RAS Pump / Xylem	PO #243621	43143225366420	28,070.00
WAS Pump / Xylem	PO #243688	43143225366420	15,770.00

Justification:

Pumps were ordered in January. Production delays overseas have delayed shipment. Vendor
indicated pumps won't arrive until mid-October <i>10/23</i>
<i>[Signature]</i>

Requested By: Signature : Title: PW & Water Rec. Dept. Director Date: 10/3/24	Approval(s): Finance Director: Signature Date City Manager: Signature Date
---	---

accuse of carry forward?

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
Biosolids Residuals Handling	WRDBIO	43143225366420	\$520,000.00

Justification:

Total Project cost is \$3,212,531.93. To date expenditures are \$192,565.00. Money has been
rebudgeted in FY 25 in the amount of \$2,500,000.00 leaving a shortfall of \$520,000.
Contractors are slated to mobilize in December to start Construction when equipment arrives.

Requested By: Signature :  Title: PW & WR Department Director Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
--	---

CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year and the funds need to be carried into next year.

Date: 10/03/2024

Department: Water Reclamation

PROJECTS			
Project Name/Description	Project Code	Account #	Amount to Carry Forward
UIC Injection Well Repairs	PO #244374	43190005199930	61,000.00

Justification:

Repairs weren't able to be scheduled this fiscal year due to contractor availability.

Requested By: Signature :  Title: PW & WR Department Director Date: 10/3/24	Approval(s): Finance Director: Signature _____ Date _____ City Manager: Signature _____ Date _____
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CARRY OVER REQUEST FORM

This form is for projects that have been started but not finished in the same fiscal year
and the funds need to be carried into next year.

Date: 10/03/2024

Department: Stormwater

PROJECTS

Project Name/Description	Project Code	Account #	Amount to Carry Forward
McNabb Bioretention Outlet	SWMCNB	441-4420-538-63-20	40,000

Justification:

The project is not complete because of construction delays.

Requested By:

Signature : Morgan Zuhlke

Digitally signed by Morgan Zuhlke
DN: cn=Morgan Zuhlke, o=Morgan Zuhlke or US
United States (HUS United States or City of Cocoa
Beach), e=morgan.zuhlke@cityofcocoabeach.com
Reason: I am the author of this document
Location:
Date: 2024-10-03 14:42:04.00

Title: Stormwater Utility Manager

Date: 10/3/24

Approval(s):

Finance Director:
Signature

Date

City Manager:
Signature

Date

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Cody Dingee, Comptroller

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Adopt Resolution No. 2024-26 A RESOLUTION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2023-2024 WHICH BEGINS OCTOBER 1, 2023, AND ENDS SEPTEMBER 30, 2024, INCLUDING ADJUSTMENTS FOR REVENUES AND EXPENDITURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS BY THE CITY MANAGER; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SERVERABILITY, AND EFFECTIVE DATE.

Staff Representative: Cody Dingee, Comp Controller

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Resolution 2024-26 will amend the Fiscal Year 2023-2024 adopted budget to adjust budgets and appropriate funds.

BACKGROUND:

A year-end review of budget estimates for approved projects, salaries, and operational accounts provides an opportunity to revise accounts to reflect changes which have occurred throughout the fiscal year.

Florida Statutes, Section 166.241(4) requires the governing body to amend the budget in the same manner as the original budget was adopted.

RESOLUTION NO. 2024-26

A RESOLUTION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2023-2024 WHICH BEGINS OCTOBER 1, 2023 AND ENDS SEPTEMBER 30, 2024, INCLUDING ADJUSTMENTS FOR REVENUES AND EXPENDITURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS BY THE CITY MANAGER; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, The City Commission has adopted the 2023-2024 Budget; and

WHEREAS, The City of Cocoa Beach has determined that the 2023-2024 Budget estimates of revenues and expenditures require amendments based upon staff recommendations; and

WHEREAS, the 2023-2024 budgets for General Fund, Utility Fund, and Stormwater Fund require amendments to reflect adjustments to the revenues and expenditures as described in Exhibit #1, which is attached, is necessary; and

WHEREAS, The City Commission hereby finds and concludes that the actions taken herein are consistent with sound and generally accepted public management and finance principles and serve an important public purpose;

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body to amend the budget in the same manner as the original budget was adopted; and

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

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Cocoa Beach directs the City Manager or her designee to make the necessary budget amendments as described in Exhibit #1.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as she may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of the Resolution are hereby repealed.

SECTION 5. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to be invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Upon **MOTION** by Commissioner _____, and Seconded by Commissioner _____, this Resolution was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida held on the _____ day of November 07, 2024.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karin Grooms, MPA, CMC
City Clerk

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

DEPARTMENT/DIVISION	CATEGORY	Fund	Dp/Dv	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2024 Adpt Bdgt	FY 2024 Amd Bdgt	FY2024 YTD	FY 2024 Rmng Bdgt	Budget Adjustments -	
										Expenditures	Revenues
COMMISSION	ADMINISTRATION	001	0110	001-0110-511.11-10	Elected & appointed	30,000	30,000	30,500	(500)	500	
COMMISSION	ADMINISTRATION	001	0110	001-0110-511.21-00	FICA taxes	2,295	2,295	2,333	(38)	50	
COMMISSION	ADMINISTRATION	001	0110	001-0110-511.31-00	Professional services	55,000	55,000	41,250	13,750	(13,500)	
COMMISSION	ADMINISTRATION	001	0110	001-0110-511.55-00	Training & Education	200	200	285	(85)	100	
COMMISSION	ADMINISTRATION	001	0110	001-0110-511.83-00	Other grants & aids	35,000	35,000	57,500	(22,500)	22,500	
ATTORNEY	ADMINISTRATION	001	0310	001-0310-514.31-00	Professional services	252,000	252,000	207,296	44,704	(44,500)	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.12-12	Regular	473,835	473,835	407,501	66,334	(66,000)	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.12-15	Additional pay	6,000	6,000	1,000	5,000	(5,000)	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.21-00	Fica taxes	36,248	36,248	30,052	6,196	(6,000)	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.22-40	Deferred compensation	18,215	14,135	4,480	9,655	(9,600)	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.23-10	Group hospitalization	74,904	71,978	39,788	32,190	(32,000)	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.24-00	Workers compensation	621	621	654	(33)	50	
CITY MANAGER	ADMINISTRATION	001	0410	001-0410-512.31-99	Payroll Processing Fees	2,203	2,203	2,462	(259)	300	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.12-12	Regular	221,516	221,516	249,125	(27,609)	27,700	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.14-00	Overtime	-	-	6	(6)	25	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.21-00	FICA taxes	16,946	16,946	18,981	(2,035)	2,100	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.23-10	Group hospitalization	71,462	70,774	56,680	14,094	(14,000)	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.23-20	Group life	185	873	2,229	(1,356)	1,400	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.24-00	Workers compensation	368	368	2,695	(2,327)	2,350	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.31-00	Professional Services	54,695	54,695	23,275	31,420	(31,000)	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.31-99	Payroll Processing Fees	1,128	1,128	2,282	(1,154)	1,200	
HUMAN RESOURCES	ADMINISTRATION	001	0510	001-0510-513.48-10	Emp Wellness Incentives	5,500	5,500	3,834	1,666	(1,600)	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.12-12	Regular	149,483	149,483	157,981	(8,498)	8,600	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.14-00	Overtime	-	-	32	(32)	50	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.21-00	FICA taxes	11,435	11,435	12,140	(705)	750	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.23-10	Group hospitalization	19,843	19,546	29,478	(9,932)	10,000	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.23-20	Group life	123	420	870	(450)	500	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.24-00	Workers compensation	250	250	253	(3)	10	
CITY CLERK	ADMINISTRATION	001	1110	001-1110-513.31-99	Payroll Processing Fees	526	526	822	(296)	350	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.12-12	Regular	652,938	651,838	625,561	26,277	(26,000)	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.21-00	FICA taxes	49,950	49,950	48,266	1,684	(1,600)	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.23-10	Group hospitalization	135,202	130,480	154,129	(23,649)	23,700	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.23-20	Group life	430	5,152	5,921	(769)	800	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.23-30	Dental Plan	2,502	2,502	3,334	(832)	850	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.24-00	Workers compensation	954	954	2,693	(1,739)	1,750	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.31-99	Payroll Processing Fees	3,255	3,255	4,012	(757)	800	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.32-10	Auditor	71,470	71,470	63,530	7,940	(7,000)	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.51-00	Office supplies	2,000	2,000	2,785	(785)	850	
FINANCE	ADMINISTRATION	001	1210	001-1210-513.55-00	Training & Education	7,000	7,000	9,046	(2,046)	2,100	
METERED PARKING	ADMINISTRATION	001	1220	001-1220-545.12-12	Regular	83,685	83,130	71,633	11,497	(11,000)	
METERED PARKING	ADMINISTRATION	001	1220	001-1220-545.23-10	Group hospitalization	6,039	4,941	33,675	(28,734)	28,800	
METERED PARKING	ADMINISTRATION	001	1220	001-1220-545.34-20	Bank Charges	100,000	90,000	116,684	(26,684)	27,000	
METERED PARKING	ADMINISTRATION	001	1220	001-1220-545.34-40	Support services	110,000	130,000	153,931	(23,931)	24,000	
METERED PARKING	ADMINISTRATION	001	1220	001-1220-545.44-18	20 N Atlantic	-	-	172,910	(172,910)	173,000	
METERED PARKING	ADMINISTRATION	001	1220	001-1220-545.49-15	Collection Agency Fees	35,000	25,000	32,634	(7,634)	7,650	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.12-12	Regular	408,688	408,688	435,950	(27,262)	27,300	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.12-15	Additional pay	3,750	3,750	-	3,750	(3,700)	

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.21-00	FICA taxes	31,923	31,923	34,423	(2,500)	2,550	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.24-00	Workers compensation	646	646	702	(56)	75	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.31-10	GIS Related Services	30,000	30,000	22,803	7,197	(7,000)	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.31-99	Payroll Processing Fees	1,856	1,856	2,810	(954)	1,000	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.34-40	Support Services	40,000	78,400	60,243	18,157	(16,000)	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.41-00	Communications services	227,688	227,688	192,847	34,841	(30,000)	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.52-60	Software Subscriptions	727,611	724,996	780,238	(55,242)	55,300	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.64-21	Computer Hardware	127,750	127,750	84,120	43,630	(43,000)	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.64-22	Computer Software	22,920	22,920	3,566	19,354	(19,000)	
INFORMATION TECH	ADMINISTRATION	001	1310	001-1310-513.99-30	Contingency - designated	15,000	15,000	-	15,000	(15,000)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.12-12	Regular	3,022,299	3,016,039	2,987,598	28,441	(28,000)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.12-15	Additional pay	66,000	66,000	32,110	33,890	(33,000)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.14-00	Overtime	160,000	160,000	325,575	(165,575)	165,600	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.15-00	Holiday pay	70,000	70,000	72,675	(2,675)	2,700	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.21-00	FICA taxes	253,850	253,850	267,443	(13,593)	13,600	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.22-20	Police pension	670,000	670,000	823,252	(153,252)	153,300	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.23-10	Group hospitalization	1,010,062	996,584	862,420	134,164	(134,000)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.23-20	Group life	2,556	16,034	20,322	(4,288)	4,300	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.23-30	Dental Plan	19,183	19,183	16,254	2,929	(2,500)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.24-00	Workers compensation	84,204	98,704	120,158	(21,454)	21,500	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.31-00	Professional Services	122,600	116,600	37,575	79,025	(79,000)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.31-99	Payroll Processing Fees	17,422	17,422	21,003	(3,581)	3,600	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.40-00	Travel & per diem	20,600	25,600	26,973	(1,373)	1,400	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.51-00	Office supplies	6,000	6,000	6,097	(97)	125	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.52-50	Other	87,860	87,860	75,072	12,788	(12,000)	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.55-00	Training & Education	37,864	38,864	39,506	(642)	700	
POLICE - OPERATIONS	PUBLIC SAFETY	001	2120	001-2120-521.64-20	Furniture & equipment	74,493	103,480	125,506	(22,026)	22,200	
BEACH RANGERS	PUBLIC SAFETY	001	2170	001-2170-521.13-10	Part time	136,808	136,808	91,986	44,822	(44,000)	
BEACH RANGERS	PUBLIC SAFETY	001	2170	001-2170-521.21-00	FICA taxes	9,665	9,665	7,041	2,624	(2,500)	
PARKING ENFORCEMENT	PUBLIC SAFETY	001	2180	001-2180-521.13-10	Part time	180,706	180,706	146,549	34,157	(30,798)	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.12-12	Regular	587,036	586,943	510,767	76,176	(76,000)	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.13-10	Part time	-	93	4,655	(4,562)	4,600	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.14-00	Overtime	30,000	30,000	44,752	(14,752)	14,800	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.23-10	Group hospitalization	104,774	97,610	160,759	(63,149)	63,200	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.23-30	Dental Plan	2,502	2,502	3,401	(899)	1,000	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.24-00	Workers compensation	890	890	1,196	(306)	500	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.31-99	Payroll Processing Fees	2,817	2,817	3,992	(1,175)	1,200	
COMMUNICATIONS	PUBLIC SAFETY	001	2410	001-2410-529.46-10	Equipment Maintenance	81,015	131,221	98,357	32,864	(32,000)	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.12-12	Regular	2,146,336	2,146,336	2,345,126	(198,790)	199,000	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.12-15	Additional pay	13,390	13,390	15,165	(1,775)	1,800	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.14-00	Overtime	200,000	200,000	373,367	(173,367)	173,400	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.15-00	Holiday pay	69,252	69,252	75,983	(6,731)	6,800	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.21-00	FICA taxes	191,162	191,162	226,910	(35,748)	36,000	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.22-30	Firefighters pension	535,000	535,000	802,992	(267,992)	268,000	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.23-10	Group hospitalization	817,592	803,824	749,010	54,814	(54,500)	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.23-20	Group life	2,376	16,144	24,783	(8,639)	8,700	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.24-00	Workers compensation	118,692	118,692	167,774	(49,082)	49,100	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.31-00	Professional services	46,412	46,412	48,696	(2,284)	2,300	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.31-99	Payroll Processing Fees	14,748	14,748	18,495	(3,747)	3,800	
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.40-00	Travel & per diem	15,690	15,590	7,077	8,513	(2,912)	

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.44-50	Hydrants	147,168	147,168	146,096	1,072	-
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.51-00	Office supplies	2,500	2,500	2,618	(118)	150
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.52-20	Uniforms	125,729	125,729	128,890	(3,161)	3,200
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.55-00	Education and Training	35,015	38,015	45,666	(7,651)	7,700
FIRE OPERATIONS	PUBLIC SAFETY	001	2820	001-2820-522.64-20	Furniture & equipment	59,000	31,373	124,514	(93,141)	93,200
EMERG MEDICAL SVC	PUBLIC SAFETY	001	2825	001-2825-526.52-52	Medical Supplies	56,375	53,825	37,513	16,312	(16,000)
EMERG MEDICAL SVC	PUBLIC SAFETY	001	2825	001-2825-526.55-00	Training & Education	20,000	20,000	9,701	10,299	(10,000)
COMM PARAMEDIC PROG	PUBLIC SAFETY	001	2830	001-2830-526.48-00	Promotional Activities	1,000	1,000	2,710	(1,710)	1,750
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.12-12	Regular	716,449	716,449	736,944	(20,495)	20,600
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.21-00	FICA taxes	55,130	55,130	57,319	(2,189)	2,200
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.23-10	Group hospitalization	188,550	184,627	165,961	18,666	(18,500)
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.23-20	Group life	716	4,639	4,771	(132)	150
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.24-00	Workers compensation	34,319	34,319	37,487	(3,168)	3,200
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.31-99	Payroll Processing Fees	4,222	4,222	4,446	(224)	300
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.43-10	Electric	215,000	215,000	240,773	(25,773)	26,000
FIELD OPS	PUBLIC WORKS	001	3110	001-3110-541.63-10	Impr/O/T/Bldg - 15 Yrs	895,226	915,485	937,633	557,639	22,200
ENVIRONMENTAL	PUBLIC WORKS	001	3115	001-3115-538.12-12	Regular	56,214	56,214	46,446	9,768	(9,700)
ENVIRONMENTAL	PUBLIC WORKS	001	3115	001-3115-538.23-10	Group hospitalization	9,960	9,789	6,293	3,496	(3,000)
ENVIRONMENTAL	PUBLIC WORKS	001	3115	001-3115-538.23-30	Dental Plan	220	220	223	(3)	25
ENVIRONMENTAL	PUBLIC WORKS	001	3115	001-3115-538.31-00	Professional Services	95,720	81,225	16,596	64,629	(64,500)
ENVIRONMENTAL	PUBLIC WORKS	001	3115	001-3115-538.52-50	Other	35,000	35,000	3,800	31,200	(31,000)
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.12-12	Regular	298,337	298,337	333,847	(35,510)	35,600
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.21-00	Fica Taxes	25,259	25,259	27,372	(2,113)	2,200
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.23-10	Group hospitalization	135,076	133,647	126,639	7,008	(7,000)
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.23-30	Dental Plan	3,752	3,752	2,629	1,123	(1,000)
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.31-99	Payroll Processing Fees	1,831	1,831	2,367	(536)	600
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.43-10	Electric	134,200	134,200	146,158	(858)	12,000
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.43-20	Water & Sewer	16,227	20,227	20,725	(498)	550
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.43-30	/Natural Gas	1,704	1,704	1,709	(5)	100
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.46-10	Equipment maintenance	94,817	189,333	191,108	(1,775)	1,900
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.62-00	Buildings	250,000	160,628	212,039	(51,411)	51,500
BUILDING MAINT	PUBLIC WORKS	001	3140	001-3140-519.63-10	Impr/O/T/Bldg - 15 Yrs	-	185,482	166,269	19,213	(19,000)
GROUNDS MAINT	PUBLIC WORKS	001	3150	001-3150-542.12-12	Regular	323,530	323,530	306,661	16,869	(16,000)
GROUNDS MAINT	PUBLIC WORKS	001	3150	001-3150-542.13-10	Part time	20,023	20,023	22,470	(2,447)	2,500
GROUNDS MAINT	PUBLIC WORKS	001	3150	001-3150-542.23-10	Group hospitalization	191,539	188,916	123,719	65,197	(65,000)
GROUNDS MAINT	PUBLIC WORKS	001	3150	001-3150-542.24-00	Workers compensation	20,397	20,397	22,284	(1,887)	1,900
GROUNDS MAINT	PUBLIC WORKS	001	3150	001-3150-542.31-99	Payroll Processing Fees	1,609	1,609	2,178	(569)	600
GROUNDS MAINT	PUBLIC WORKS	001	3150	001-3150-542.34-40	Support services	256,000	271,663	312,540	(40,877)	41,000
FLEET	PUBLIC WORKS	001	3160	001-3160-543.12-12	Regular	302,486	302,486	264,960	37,526	(37,000)
FLEET	PUBLIC WORKS	001	3160	001-3160-543.14-00	Overtime	5,000	5,000	5,311	(311)	350
FLEET	PUBLIC WORKS	001	3160	001-3160-543.23-10	Group hospitalization	82,380	81,127	69,271	11,856	(11,500)
FLEET	PUBLIC WORKS	001	3160	001-3160-543.23-20	Group life	245	1,498	1,847	(349)	400
FLEET	PUBLIC WORKS	001	3160	001-3160-543.23-30	Dental Plan	1,668	1,668	1,820	(152)	200
FLEET	PUBLIC WORKS	001	3160	001-3160-543.24-00	Workers compensation	6,271	15,871	17,854	(1,983)	2,000
FLEET	PUBLIC WORKS	001	3160	001-3160-543.31-99	Payroll Processing Fees	1,489	1,489	1,747	(258)	300
FLEET	PUBLIC WORKS	001	3160	001-3160-543.46-15	Vehicle maintenance	175,000	185,000	162,755	22,245	(22,000)
FLEET	PUBLIC WORKS	001	3160	001-3160-543.52-10	Gas & oil	291,135	291,135	263,975	27,160	(27,000)
FLEET	PUBLIC WORKS	001	3160	001-3160-543.64-10	Vehicles & machinery	448,000	610,090	664,442	237,174	54,400
FLEET	PUBLIC WORKS	001	3160	001-3160-543.64-20	Furniture & equipment	1,638,099	1,684,424	283,860	1,400,564	(855,000)
SOLID WASTE	PUBLIC WORKS	001	3190	001-3190-534.34-40	Support services	3,414,960	3,414,960	3,880,939	(465,979)	466,000

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

SOLID WASTE	PUBLIC WORKS	001	3190	001-3190-534.52-50	Other	60,929	60,929	74,588	(13,659)	14,000
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.12-12	Regular	197,035	154,290	230,933	(76,643)	76,700
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.21-00	FICA taxes	15,456	15,456	17,748	(2,292)	2,300
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.23-10	Group hospitalization	41,173	38,686	53,124	(14,438)	14,500
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.23-20	Group life	123	2,610	3,716	(1,106)	1,200
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.23-30	Dental Plan	834	834	1,139	(305)	400
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.24-00	Workers compensation	297	663	964	(301)	400
PLANNING,ZONING	DEVELOPMENT SERVICES	001	3610	001-3610-515.40-00	Travel & per diem	5,320	-	104	(104)	150
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.12-12	Regular	-	56,861	80,100	(23,239)	23,300
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.13-10	Part time	-	60,000	14,902	45,098	(45,000)
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.23-10	Group hospitalization	-	28,506	11,604	16,902	(16,800)
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.23-20	Group life	-	173	820	(647)	700
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.23-30	Dental Plan	-	146	344	(198)	200
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.24-00	Workers compensation	-	8,170	2,588	5,582	(5,000)
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.30-10	Abatement Expense	-	-	681	-	1,000
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.31-99	Payroll Processing Fees	-	500	741	(241)	300
CODE ENFORCEMENT	DEVELOPMENT SERVICES	001	3690	001-3690-521.52-50	Other	-	2,031	2,169	(138)	200
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.12-12	Regular	174,613	174,613	177,169	(2,556)	2,600
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.13-10	Part time	130,000	130,000	112,388	17,612	(17,500)
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.14-00	Overtime	-	-	235	(235)	300
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.23-10	Group hospitalization	20,019	19,493	10,360	9,133	(9,000)
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.31-99	Payroll Processing Fees	1,011	1,011	1,838	(827)	900
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.46-10	Equipment maintenance	600	600	838	4	300
RECREATION CENTER	LEISRUE SERVICES	001	4110	001-4110-572.51-00	Office supplies	600	600	725	2	150
PARKS	LEISRUE SERVICES	001	4120	001-4120-572.13-10	Part time	60,000	59,887	65,873	(5,986)	6,000
PARKS	LEISRUE SERVICES	001	4120	001-4120-572.14-00	Overtime	-	113	116	(3)	25
PARKS	LEISRUE SERVICES	001	4120	001-4120-572.21-00	FICA taxes	4,590	4,590	5,054	(464)	500
PARKS	LEISRUE SERVICES	001	4120	001-4120-572.24-00	Workers compensation	981	1,985	2,390	(405)	500
PARKS	LEISRUE SERVICES	001	4120	001-4120-572.31-99	Payroll Processing Fees	330	330	460	(130)	200
PARKS	LEISRUE SERVICES	001	4120	001-4120-572.43-20	Water & sewer	38,000	38,000	27,992	10,008	(9,000)
POOL	LEISRUE SERVICES	001	4130	001-4130-572.12-12	Regular	90,349	90,349	91,781	(1,432)	1,500
POOL	LEISRUE SERVICES	001	4130	001-4130-572.13-10	Part time	165,000	165,000	120,980	44,020	(43,000)
POOL	LEISRUE SERVICES	001	4130	001-4130-572.14-00	Overtime	200	200	256	(56)	100
POOL	LEISRUE SERVICES	001	4130	001-4130-572.23-10	Group hospitalization	11,046	10,725	20,720	(9,995)	10,000
POOL	LEISRUE SERVICES	001	4130	001-4130-572.23-30	Dental Plan	416	416	734	(318)	400
POOL	LEISRUE SERVICES	001	4130	001-4130-572.31-99	Payroll Processing Fees	1,200	1,200	1,528	(328)	400
POOL	LEISRUE SERVICES	001	4130	001-4130-572.43-20	Water & sewer	20,000	20,000	9,358	10,642	(10,000)
SKATE PARK	LEISRUE SERVICES	001	4150	001-4150-572.52-60	Small Tools & Equipment	-	-	2,668	(2,668)	3,000
AUDITORIUM	LEISRUE SERVICES	001	4160	001-4160-572.12-12	Regular	29,338	29,277	30,064	(787)	1,000
AUDITORIUM	LEISRUE SERVICES	001	4160	001-4160-572.21-00	FICA taxes	2,244	2,244	2,246	(2)	25
AUDITORIUM	LEISRUE SERVICES	001	4160	001-4160-572.23-10	Group hospitalization	8,613	8,517	14,173	(5,656)	5,700
AUDITORIUM	LEISRUE SERVICES	001	4160	001-4160-572.31-99	Payroll Processing Fees	100	100	184	(84)	100
AUDITORIUM	LEISRUE SERVICES	001	4160	001-4160-572.43-30	Natural gas	3,150	3,150	3,310	(160)	200
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.12-12	Regular	187,061	187,061	190,306	(3,245)	3,300
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.13-10	Part time	200,000	196,300	260,373	(64,073)	64,100
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.21-00	FICA taxes	29,687	29,687	34,846	(5,159)	5,200
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.23-10	Group hospitalization	52,353	50,417	31,080	19,337	(19,000)
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.24-00	Workers compensation	6,823	6,823	6,899	(76)	100
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.31-99	Payroll Processing Fees	2,243	2,243	3,174	(931)	1,000
GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.34-20	Bank charges	70,000	70,000	71,220	(1,220)	1,300

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

GOLF COURSE	LEISRUE SERVICES	001	4210	001-4210-572.52-65	Sales Merchandise	180,000	172,000	154,602	17,398	(17,000)	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.12-12	Regular	551,302	551,302	556,473	(5,171)	5,200	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.14-00	Overtime	20,000	20,000	38,546	(18,546)	18,600	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.21-00	FICA taxes	45,273	45,273	47,065	(1,792)	1,800	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.23-10	Group hospitalization	219,974	218,082	192,172	25,910	(25,800)	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.23-20	Group life	800	2,692	2,784	(92)	100	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.24-00	Workers compensation	11,192	11,192	20,718	(9,526)	9,600	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.31-99	Payroll Processing Fees	3,005	3,005	3,989	(984)	1,000	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.34-40	Support Services	26,500	18,500	11,098	7,402	(7,000)	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.46-10	Equipment maintenance	85,000	95,100	83,433	11,667	(11,000)	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.52-50	Other Supplies	130,000	161,800	149,584	12,216	(12,000)	
GOLF MAINTENACE	LEISRUE SERVICES	001	4230	001-4230-572.64-10	Vehicles & machinery	151,000	249,627	237,139	111,115	(12,000)	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.12-12	Regular	94,167	94,167	96,361	(2,194)	2,200	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.14-00	Overtime	5,000	5,000	8,779	(3,779)	3,800	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.21-00	FICA taxes	13,421	13,421	17,738	(4,317)	4,400	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.23-10	Group hospitalization	41,080	40,682	39,383	1,299	(100)	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.23-30	Dental Plan	834	834	917	(83)	100	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.24-00	Workers compensation	3,064	3,064	3,618	(554)	600	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.31-99	Payroll Processing Fees	1,007	1,007	1,595	(588)	600	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.34-40	Support Services	28,656	34,856	36,081	(1,225)	1,300	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.45-05	General liability	-	6,600	8,101	(1,501)	1,600	
FOOD & BEVERAGE	LEISRUE SERVICES	001	4240	001-4240-572.64-10	Vehicles & machinery	13,000	13,000	-	13,000	(13,000)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.31-00	Professional services	256,000	260,400	273,984	(13,584)	14,000	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.45-05	General liability	380,000	376,500	334,887	41,613	(41,500)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.45-10	Auto liability	62,000	62,000	53,832	8,168	(8,000)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.45-15	Property	541,000	541,000	470,610	70,390	(70,000)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.45-30	Flood insurance	35,000	35,000	36,203	(1,203)	1,300	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.45-50	Workers Comp Deduc Fees	191,500	157,156	49,550	107,606	(107,000)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.45-60	Claims/Liability Deductib	191,500	150,500	100	150,400	(150,000)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.49-00	Other current charges	118,637	153,637	44,851	108,786	(108,000)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.49-20	Bad Debt Expense	-	-	250	(250)	300	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.49-39	Disaster Recovery	-	-	101,632	(101,632)	102,000	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.52-50	Other Supplies	18,000	18,000	1,307	16,693	(16,600)	
GENERAL APPROP	GENERAL APPROP	001	9000	001-9000-519.71-00	Principal	884,126	884,126	857,448	26,678	(26,600)	
TOTAL ADJUSTMENTS - GENERAL FUND										-	-

DEPARTMENT/DIVISION	CATEGORY	Fund	Dp/Dv	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2024 Adpt Bdgt	FY 2024 Amd Bdgt	FY2024 YTD	FY 2024 Rmng Bdgt	Bdgt ADJ	Bdgt ADJ
CRA	DOWNTOWN COMM REDEVL	125	9310	125-9310-559.34-40	Support Services	56,000	56,000	56,126	(126)	200	
CRA	DOWNTOWN COMM REDEVL	125	9310	125-9310-559.47-00	Printing & binding	2,500	16	96	(80)	100	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.12-12	Regular	55,680	55,620	51,088	4,532	(3,425)	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.23-10	Group Hospitalization	24,499	24,456	8,611	15,845	(6,450)	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.23-20	Group Life	111	154	163	(9)	25	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.31-99	Payroll Processing Fees	-	60	307	(247)	250	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.34-20	Bank Charges	9,634	13,634	15,866	(2,335)	2,400	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.43-10	Electric	9,752	9,752	10,130	(378)	400	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.46-05	Building Maintenance	-	-	6,279	(6,279)	6,300	
PARKING GARAGE	DOWNTOWN COMM REDEVL	125	9320	125-9320-559.52-50	Other	6,000	8,984	9,123	(139)	200	
TOTAL ADJUSTMENTS - CRA FUND										-	-

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

DEPARTMENT/DIVISION	CATEGORY	Fund	Dp/Dv	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2024 Adpt Bdg	FY 2024 Amd Bdg	FY2024 YTD	FY 2024 Rmng Bdg	Bdgt ADJ	Bdgt ADJ
INSPECTIONS & PERMITS	BUILDING PERMITS	136	3630	136-3630-524.23-20	Group life	285	2,105	2,267	(162)	200	
INSPECTIONS & PERMITS	BUILDING PERMITS	136	3630	136-3630-524.24-00	Workers compensation	4,052	4,052	5,770	(1,718)	1,800	
INSPECTIONS & PERMITS	BUILDING PERMITS	136	3630	136-3630-524.31-99	Payroll Processing Fees	150	1,450	2,004	(554)	600	
INSPECTIONS & PERMITS	BUILDING PERMITS	136	3630	136-3630-524.52-50	Other	1,500	44,875	7,875	37,654	(2,600)	
TOTAL ADJUSTMENTS - BUILDING PERMITS FUND										-	-

DEPARTMENT/DIVISION	CATEGORY	Fund	Dp/Dv	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2024 Adpt Bdg	FY 2024 Amd Bdg	FY2024 YTD	FY 2024 Rmng Bdg	Bdgt ADJ	Bdgt ADJ
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.14-00	Overtime	60,000	60,000	12,942	47,058	(7,925)	
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.23-10	Group hospitalization	161,819	160,343	140,709	19,634	(19,000)	
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.23-30	Dental Plan	2,502	2,502	2,511	(9)	25	
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.24-00	Workers compensation	11,110	11,110	17,466	(6,356)	6,400	
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.31-99	Payroll Processing Fees	2,253	2,253	2,744	(491)	500	
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.46-05	Building Maintenance	132,000	74,651	84,841	(10,190)	11,000	
COLLECTION MAINT	UTILITIES SYSTEM	431	4314	431-4314-537.46-45	R&R Disbursement	40,000	87,985	54,364	33,621	9,000	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.12-12	Regular	369,527	369,527	434,820	(65,293)	65,300	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.14-00	Overtime	750	750	1,832	(1,082)	1,100	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.21-00	FICA taxes	28,326	28,326	33,299	(4,973)	5,000	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.23-10	Group hospitalization	142,881	141,659	101,255	40,404	(6,851)	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.23-20	Group life	369	1,591	2,455	(864)	1,000	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.24-00	Workers compensation	2,466	2,466	4,056	(1,590)	1,600	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.31-00	Professional services	830,800	885,067	904,002	(18,935)	19,000	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.31-10	GIS Related Services	50,000	50,000	-	50,000	(50,000)	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.31-99	Payroll Processing Fees	1,712	1,712	2,445	(733)	1,000	
WASTEWATER ADMIN	UTILITIES SYSTEM	431	4320	431-4320-535.34-90	IT, Operating Services	37,149	37,149	-	37,149	(37,149)	
WASTEWATER TREATMENT	UTILITIES SYSTEM	431	4322	431-4322-536.12-12	Regular	386,290	386,290	404,867	(18,577)	18,600	
WASTEWATER TREATMENT	UTILITIES SYSTEM	431	4322	431-4322-536.21-00	FICA taxes	32,611	32,611	33,725	(1,114)	1,200	
WASTEWATER TREATMENT	UTILITIES SYSTEM	431	4322	431-4322-536.23-10	Group hospitalization	172,728	171,399	140,042	31,357	(24,800)	
WASTEWATER TREATMENT	UTILITIES SYSTEM	431	4322	431-4322-536.24-00	Workers compensation	8,927	21,892	22,679	(787)	1,000	
WASTEWATER TREATMENT	UTILITIES SYSTEM	431	4322	431-4322-536.31-99	Payroll Processing Fees	2,337	2,337	2,720	(383)	4,000	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.12-12	Regular	102,282	100,702	116,847	(16,145)	16,200	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.21-00	FICA taxes	7,825	7,825	8,937	(1,112)	1,200	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.23-10	Group hospitalization	55,530	54,330	38,873	15,457	(15,000)	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.23-20	Group life	83	1,283	1,467	(184)	200	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.23-30	Dental Plan	532	532	740	(208)	300	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.24-00	Workers compensation	3,068	12,193	12,747	(554)	600	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.31-99	Payroll Processing Fees	500	500	748	(248)	300	
COMPLIANCE & REUSE	UTILITIES SYSTEM	431	4330	431-4330-537.46-45	R&R Disbursement	10,000	10,000	2,503	7,497	(3,800)	
GENERAL APPROP	UTILITIES SYSTEM	431	9000	431-9000-519.45-05	General liability	32,910	32,460	42,359	(9,899)	10,000	
GENERAL APPROP	UTILITIES SYSTEM	431	9000	431-9000-519.99-30	Contingency-Designated	300,000	245,733	111,779	133,954	(10,000)	
TOTAL ADJUSTMENTS - UTILITIES FUND										-	-

CITY OF COCOA BEACH
YEAR-END ADJUSTMENTS TO FY2023-2024 BUDGET
RESOLUTION 2024-26 EXHIBIT 1

DEPARTMENT/DIVISION	CATEGORY	Fund	Dp/Dv	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2024 Adpt Bdgt	FY 2024 Amd Bdgt	FY2024 YTD	FY 2024 Rmng Bdgt	Bdgt ADJ	Bdgt ADJ
OPERATIONS	STORMWATER	441	4420	441-4420-538.14-00	Overtime	1,000	1,000	1,341	(341)	400	
OPERATIONS	STORMWATER	441	4420	441-4420-538.23-10	Group hospitalization	82,341	81,191	89,107	(7,916)	8,000	
OPERATIONS	STORMWATER	441	4420	441-4420-538.23-30	Dental Plan	1,668	1,668	1,884	(216)	250	
OPERATIONS	STORMWATER	441	4420	441-4420-538.24-00	Workers compensation	5,592	5,592	8,858	(3,266)	3,300	
OPERATIONS	STORMWATER	441	4420	441-4420-538.31-99	Payroll Processing Fees	1,413	1,413	1,830	(417)	500	
OPERATIONS	STORMWATER	441	4420	441-4420-538.34-40	Support services	132,723	132,723	88,396	44,327	(12,450)	
GENERAL APPROP	STORMWATER	441	9000	441-9000-519.34-50	Administrative Services	69,990	69,990	22,802	47,188	(6,600)	
GENERAL APPROP	STORMWATER	441	9000	441-9000-519.45-10	Auto liability	721	721	1,238	(517)	600	
GENERAL APPROP	STORMWATER	441	9000	441-9000-519.45-15	Property	5,020	5,020	10,819	(5,799)	6,000	
TOTAL ADJUSTMENTS - STORMWATER FUND										-	-

DEPARTMENT/DIVISION	CATEGORY	Fund	Dp/Dv	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2024 Adpt Bdgt	FY 2024 Amd Bdgt	FY2024 YTD	FY 2024 Rmng Bdgt	Bdgt ADJ	Bdgt ADJ
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-10	EE Healthcare	-	-	2,930,994	(2,930,994)	2,930,994	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-11	Retiree Healthcare	-	-	225,786	(225,786)	225,786	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-12	Cobra Healthcare	-	-	28,376	(28,376)	28,376	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-15	EE Life Insurance	-	-	64,156	(64,156)	64,156	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-16	Retiree Life Insurance	-	-	61	(61)	61	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-25	Retiree Medicare Ins	-	-	50,909	(50,909)	50,909	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-40	EE Dental Ins	-	-	144,639	(144,639)	144,639	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-41	Cobra Dental Insurance	-	-	4,718	(4,718)	4,718	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-45	EE Vision Insurance	-	-	21,064	(21,064)	21,064	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-46	Cobra Vision Insurance	-	-	484	(484)	484	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-50	EE Aflac/Allstate Ins	-	-	19,307	(19,307)	19,307	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-60	EE GAP Insurance	-	-	78,683	(78,683)	78,683	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-61	Retiree GAP Ins	-	-	6,420	(6,420)	6,420	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-62	Cobra GAP Insurance	-	-	2,004	(2,004)	2,004	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-70	EE Gym Membership	-	-	6,465	(5,865)	6,465	
HEALTH CARE	HEALTH CARE FUND	525	0000	525-0000-562.30-71	Retiree Gym Membership	-	-	1,029	(1,029)	1,029	
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-10	Healthcare Fees	-	-	3,704,434	3,704,434		2,930,994
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-11	Retiree Healthcare	-	-	214,655	214,655		225,786
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-12	Cobra Healthcare	-	-	41,316	41,316		28,376
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-15	EE Life Insurance w/h	-	-	105,901	105,901		64,156
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-16	Retiree Life	-	-	46	46		61
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-25	Retiree Medicare	-	-	18,324	18,324		50,909
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-40	EE Dental W/H	-	-	142,618	142,618		144,639
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-41	Cobra Dental	-	-	2,728	2,728		4,718
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-45	EE Vision W/H	-	-	20,825	20,825		21,064
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-46	Cobra Vision	-	-	311	311		484
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-50	EE Aflac/Allstate w/h	-	-	18,429	18,429		19,307
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-60	EE GAP W/H	-	-	109	109		78,683
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-61	Retiree GAP	-	-	3,365	3,365		6,420
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-62	Cobra GAP	-	-	996	996		2,004
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-70	EE Gym Mbrshp w/h	-	-	5,437	5,437		6,465
CHARGES FOR SERVICES	GENERAL GOVERNMENT	525	0000	525-0000-341.30-71	Retiree Gym Mbrshp	-	-	554	554		1,029
MISCELLANEOUS REVENUES	INTEREST EARNINGS	525	0000	525-0000-361.20-00	Int on Investment	-	-	12,977	12,977		-
TOTAL ADJUSTMENTS - HEALTH CARE FUND										3,585,095	3,585,095

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Wayne Carragino, City Manager

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Request to cancel the following City Commission meetings:

- November 21, 2024
- December 19, 2024
- January 2, 2025

Staff Representative: Wayne Carragino, City Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Request permission to enter contract negotiations with Jacobs Engineering Group for the Cedar, Woodland, Brevard Stormwater Design/Engineering Services CB24-014

Staff Representative: Devan Taly, Director of Grants & Special Projects, Morgan Zuhlke, Stormwater Manager

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted 710,000 FY2025 Professional Services

BACKGROUND:

City staff is requesting approval to contract with Jacobs Engineering firm for the Cocoa Beach Cedar, Woodland, Brevard Stormwater Design/Engineering Services CB24-014 Request for Qualifications (RFQ). Authorize City staff to negotiate prices and contracts with other firms that can be approved by the City Manager.

The City of Cocoa Beach is requesting proposals from contractors for the Cocoa Beach Cedar, Woodland, Brevard Stormwater Improvements Project. This project was identified in the August 2021 Stormwater Master Plan Update as a location with nuisance flooding. Along with addressing flooding, low impact development (LID) and/or other methods to reduce nutrient loading to the Banana River Lagoon would be included in the design.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Laird McLean, Director of Leisure Services

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Requesting permission from the commission to contract Playworx Playsets LLC to replace the CB Aquatic Shade. This is a budgeted item.

Staff Representative: Laird McLean, Leisure Services Director.

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Total Cost \$64,875.00

BACKGROUND:

Requesting permission from the commission to contract Playworx Playsets LLC to replace the CB Aquatic Shade. This is a budgeted item. The current shade is over 16 years old and has rusted poles. The shade itself has tears throughout. It is definitely in need of replacement and is no longer providing shade. As this is the only means of shade at the Aquatic Center, it is recommended that the entire structure be replaced to include poles and shade.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Randy Stevenson, Director of Development
Services

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

ADOPT ORDINANCE NO. 1688 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TITLE TO BE "CITY OF COCOA BEACH COMPREHENSIVE PLAN 2045"; AMENDING DEFINITIONS TO BE CONSISTENT WITH THE LDC; AMENDING SECTION I "FUTURE LAND USE ELEMENT" INTRODUCTION DATA TO REFLECT CURRENT POPULATION ANALYSIS AND FORECASTING FUTURE GROWTH, AND AMENDING POLICY I.1.1 AND I.1.2, AND AMENDING FLUE MAPS TO CHANGE DATES TO 2045; AMEND SECTION II, "COASTAL MANAGEMENT ELEMENT" INTRODUCTION DATA AND ANALYSIS AND POLICY I.1.1 ADDING NORTH THOUSAND ISLANDS MANAGEMENT PLAN DATA; AMENDING SECTION III "CONSERVATION ELEMENT" UPDATING THE INTRODUCTION DATA AND ANALYSIS TO INCLUDE LISTED PLANT AND ANIMAL SPECIES; AMENDING SECTION IV, "RECREATION AND OPEN SPACE ELEMENT" INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY I.1.3 TO REFLECT A 2045 PLANNING HORIZON; AMENDING SECTION V, "HOUSING ELEMENT" INTRODUCTION TEXT TO REFLECT CURRENT POPULATION AND GROWTH TRENDS THOUGH 2045; AMENDING SECTION VII "INFRASTRUCTURE ELEMENT" INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY'S I.1.1, I.1.3, I.1.6, AND POLICY'S I.2.2 – I.2.4 TO REFLECT THE CITY'S CURRENT POTABLE WATER SERVICE PROVIDER, AND PROVIDE CONSISTENCY WITH THE CITY'S POTABLE WATER CONTRACTUAL AGREEMENT; AMEND SECTION VIII "MOBILITY ELEMENT" POLICY'S I.1.3, I.1.20 AND I.13.1 TO REFLECT CURRENT TRANSPORTATION PRIORITIES, AND UPDATE MOBILITY MAPS TO REFLECT 2024 CONDITIONS AND ANTICIPATED 2045 CONDITIONS; AMENDING SECTION IX "CAPITAL IMPROVEMENT ELEMENT" TO REFLECT RECENT CIP TABLES; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1688 is an update to the Comprehensive Plan.

Staff Representative: Randy Stevenson, Development Services Director

Recommendation: Adopt Ordinance 1688 and authorize transmittal of adoption to the Florida Commerce Department within 10 working days of adoption

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

At the Regular City Commission meeting of August 15, 2024, the City Commission voted to transmit Ordinances 1688 Florida Department of Commerce (Florida Commerce) for review by Florida Commerce and other applicable agencies. The city received a letter dated September 18, 2024, from the Florida Department of Commerce stating "We have no comment on the proposed amendment" to the comprehensive plan as detailed in Ordinance 1688. The city has also heard from other review agencies who also stated they have no comments on the proposed ordinance amendments.

Pursuant to State Law, the city has 180 days from the date it received the Florida Department of Commerce comments (September 18, 2024) to resolve any comments it may have received, provide for a second hearing and final action to adopt, adopt with changes, or not adopt the proposed amendments. Because no agency comments were received in accordance with Section 163.3184 (3) (b), F.S., staff recommends the Commission proceed with the required second hearing, discussion and adoption decision.

The City of Cocoa Beach is required to transmit its adoption of Ordinance 1688, "Comprehensive Plan 2045" to Florida Commerce Department within 10 working days after its second hearing pursuant to 163.3184(3)(c)2., F.S. The effective date, if adopted, is 31 days after the Florida Department of Commerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Florida Department of Commerce or the Administration Commission.

ORDINANCE NO.1688

AN ORDINANCE OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TITLE TO BE “CITY OF COCOA BEACH COMPREHENSIVE PLAN 2045”; AMENDING DEFINITIONS TO BE CONSISTENT WITH THE LDC; AMENDING SECTION I “FUTURE LAND USE ELEMENT” INTRODUCTION DATA TO REFLECT CURRENT POPULATION ANALYSIS AND FORECASTING FUTURE GROWTH, AND AMENDING POLICY I.1.1 AND I.1.2, AND AMENDING FLUE MAPS TO CHANGE DATES TO 2045; AMEND SECTION II, “COASTAL MANAGEMENT ELEMENT” INTRODUCTION DATA AND ANALYSIS AND POLICY I.1.1 ADDING NORTH THOUSAND ISLANDS MANAGEMENT PLAN DATA; AMENDING SECTION III “CONSERVATION ELEMENT” UPDATING THE INTRODUCTION DATA AND ANALYSIS TO INCLUDE LISTED PLANT AND ANIMAL SPECIES; AMENDING SECTION IV, “RECREATION AND OPEN SPACE ELEMENT” INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY I.1.3 TO REFLECT A 2045 PLANNING HORIZON; AMENDING SECTION V, “HOUSING ELEMENT” INTRODUCTION TEXT TO REFLECT CURRENT POPULATION AND GROWTH TRENDS THOUGH 2045; AMENDING SECTION VII “INFRASTRUCTURE ELEMENT” INTRODUCTION DATA AND ANALYSIS TEXT AND POLICY’S I.1.1, I.1.3, I.1.6, AND POLICY’S I.2.2 – I.2.4 TO REFLECT THE CITY’S CURRENT POTABLE WATER SERVICE PROVIDER, AND PROVIDE CONSISTENCY WITH THE CITY’S POTABLE WATER CONTRACTUAL AGREEMENT; AMEND SECTION VIII “MOBILITY ELEMENT” POLICY’S I.1.3, I.1.20 AND I.13.1 TO REFLECT CURRENT TRANSPORTATION PRIORITIES, AND UPDATE MOBILITY MAPS TO REFLECT 2024 CONDITIONS AND ANTICIPATED 2045 CONDITIONS; AMENDING SECTION IX “CAPITAL IMPROVEMENT ELEMENT” TO REFLECT RECENT CIP TABLES; AND PROVIDING FOR FINDINGS, CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach has adopted a Comprehensive Plan in accordance with the State of Florida Community Planning Act; and

WHEREAS, Pursuant to Section 163.3191, F.S. the city shall evaluate its Comprehensive Plan every seven (7) years to determine if plan amendments are necessary to reflect changes in state requirements pursuant 163.3177 F.S. and local conditions since the last update of the comprehensive plan.

WHEREAS, Chapter 2023-31, Laws of Florida, requires local governments to modify their comprehensive planning periods. Local government comprehensive plans are now required to include two planning periods, one covering at least the first 10-year period occurring after the plan’s adoption and one covering at least a 20-year period; and

WHEREAS, updating the Comprehensive Plan to reflect changes in state requirements and reflect local conditions prior to the end of 2025, rather than waiting until the City’s required EAR update in 2028 will confirm the plan’s applicability after 2025; and

ORDINANCE NO.1688

WHEREAS, Florida Commerce has reminded the City of the need to include supporting documentation (data and analysis), including removal or revision of outdated references, inconsistencies, repetitive or meaningless policies, supporting the extension of the Comprehensive Plan to at least 2045; and

WHEREAS, on July 8, 2024, the City of Cocoa Beach Planning Board, serving as the local planning agency, held a public hearing on the proposed amendment to the City of Cocoa Beach Comprehensive Plan in accordance with Chapter 163, Florida Statutes, and recommended adoption of the proposed amendment to the City Commission; and

WHEREAS, the City Commission held a public hearing concerning the comprehensive plan amendment in accordance with Chapter 163, Florida Statutes and authorized the changes attached to represent the cities Evaluation and Appraisal Report to be included in the required appraisal notice to Department of Economic Opportunity; and

WHEREAS, the City Commission has considered the proposed comprehensive plan amendment, response from the Department of Economic Opportunity, and comments received, and finds that adoption thereof is in the best interest and welfare of the citizens of the City, and has determined that all conditions required for the adoption of this amendment have been met, including the necessary hearings and public notices, in conformity with the procedural and substantive requirements of Florida Statutes, the City of Cocoa Beach Land Development Code, and the Comprehensive Plan, as amended hereby; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~strikethrough~~ shall constitute deletions to the original text.

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by reference as findings of the City Commission.

SECTION 2. Adoption. The City Commission of the City of Cocoa Beach hereby amends the “City of Cocoa Beach Comprehensive Plan 2025” name to read, “City of Cocoa Beach, Comprehensive Plan, (2045)”. The City Commission also, hereby amends the City of Cocoa Beach Comprehensive Plans text as provided and shown on Exhibit A, and amends the City’s Future Land Use Map (FLUE Map 1) to be dated (2024) and include an approval block reflecting the Planning Boards recommendation, and the Signature of the Mayor reflecting the City Commissions approval, as shown on Exhibit B.

SECTION 3. Codification. The provisions of Exhibit “A” and Exhibit “B” of this Ordinance shall become and be made a part of the City of Cocoa Beach Comprehensive Plan, and Future Land Use Map and the contents of this Ordinance may be re-numbered

ORDINANCE NO.1688

or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; sections other than those specified shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6. Effective Date. In accordance with Section 163.3184(3)(c)(4), Florida Statutes, the comprehensive plan amendment set forth herein shall not become effective until 30 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, the comprehensive plan amendment set forth in this Ordinance shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted comprehensive plan amendment to be in compliance with controlling state law.

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:

Karen Groom
City Clerk

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

ORDINANCE NO.1688

Exhibit “A”

Definitions: *(The following changes are intended to provide consistency with LDC)*

Average Daily Traffic ²	An average number of vehicles crossing a specific point on a roadway on an average weekday. The most recent official traffic counts from FDOT, the county or the city shall be accepted as representing average daily traffic for a specified roadway segment. Average daily traffic counts provided by any other source must be prepared by utilizing accepted engineering principles
Coastal High Hazard Area ²	That portion of the coastal floodplain having special flood hazards that is subject to velocity waters, including hurricane wave wash and tidal waves and which is designated on the City of Cocoa Beach FIRM Map(s) as zone V7.
Density ² —	An objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.
Development Order ²	Any order granting, (with or without conditions), or denying a development permit, including any amendments to the development permit. <u>(Also defined as “Building/development permit and/or agreement”. The permit issued or an agreement entered into by the city and the applicant to allow construction to commence on a building, subdivision or parcel of land. Also referred to as a development order).</u>
Level of Service ²	This is an indicator of the extent or degree amount of service provided by or proposed to be provided by a public facility based on and related to the <u>its</u> operational characteristics of the public facility.
Open Space ²	<u>Open space may refer to areas intended to as public, or nonpublic open spaces. Open space is an area that is intended to provide light and air, and is designed for either environmental, scenic, or recreational purposes.</u> Open space may include, but is not limited to, lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, and watercourses. Open space shall not be deemed to include driveways, parking lots, or other surfaces designed or intended for vehicular travel. In ocean front developments, that are seaward

ORDINANCE NO.1688

of the 1981 Coastal Construction Control Line to the eastern property boundary, may be utilized in meeting the requirement.

Pervious²

A surface that allows water to percolate through to the underlying ground and includes, but is not limited to, grass/turf, mulch, or landscaped open areas. A natural occurring ground surface or landscaped ground area which is not resistant to infiltration by water.

Section 1, Future Land Use Element

INTRODUCTION

Changing Conditions

The ~~City~~city ~~had~~experienced growth in its permanent population over the years until ~~with~~ the growth rate slow~~ed~~ing in recent decades. ~~By~~According to the 2010 US census Cocoa Beach's permanent population decreased from 12,482 in 2000 to approximately 11,231 in 2010. Similarly, the average household size ~~in the City~~also fell to 1.88 persons in 2010 from 1.91 persons in 2000. Between 2010 to 2022 the City of Cocoa Beach's population has fluctuated from a low of 11,214 in 2013 and a high of 11,703 in 2018. Since 2018 Cocoa Beach's population declined to 11,341 in 2022, where the population has remained relatively steady. The 2024 US Census data indicates the city could expect a growth rate of -.01% to 0.21% if the current trends hold. Using the .21% growth rate the City of Cocoa Beach could expect to see a population of about 11,630 in 2035, and 11,877 in 2045, which are both well below the Cities 2000 peak population of 12,482 it use to service.

Offsetting this decline ~~is~~athe city has a steady influx of seasonal winter visitors as well as tourists visiting the city throughout the year. This annual fluctuation of population (about 12,000 seasonal residents and about 3,850 average daily tourists). Cocoa Beach recognizes the importance of tourists, and with its creation of redevelopment districts with a primary focus on tourists. Seasonal visitors ~~is~~will be one of the most critical demographic condition affecting demands on public facilities, services, and land uses, and requires that systems be designed to handle recurring seasonal demands in addition to the demands of the City's permanent population.

According to the U.S. Census Bureau, the city has a total area of 15.0 square miles, of which only 4.9 square miles is land, and the remaining 10.1 square miles is water. There are Approximately 74-2.36% acres of the land area was considered vacant or available for redevelopment. Today, that percentage is estimated to be 1.9 % percent may be available to land in the City (2.8 percent of the city's total area), which can accommodate limited new residential and commercial development.

Based on the declines in the population for the past several decades, an a growth rate less than .25% percent predicted, paired with maximum allowable densities for

ORDINANCE NO.1688

single-family and multi-family residential uses, and the limited amount of vacant land in each of these land use categories, the City has sufficient ~~vacant~~ land to meet ~~the its~~ need for single-family and multi-family housing units for the City's permanent and seasonal population through the year ~~2025~~2045. At this time, the City appears to have sufficient commercial, recreational and institutional uses to meet the City's needs through the year ~~2025~~2045.

Supporting Infrastructure

Most of the structures in the City were constructed in the 1960s and 1970s. There are no significant concentrations of slum or blighted residential areas. There are a small number of individual structures and small areas that are in need of rehabilitation or maintenance. The City's Development Services Department, through adopted code enforcement procedures, continues to identify those residential properties and structures needing improved property maintenance and works toward taking corrective actions. The City adopted a Stormwater Management Plan in 2001 and has implemented much of the plan ~~and~~ Today the City has adopted a 2024 Stormwater Management Plan and is using it to define future capital improvements.

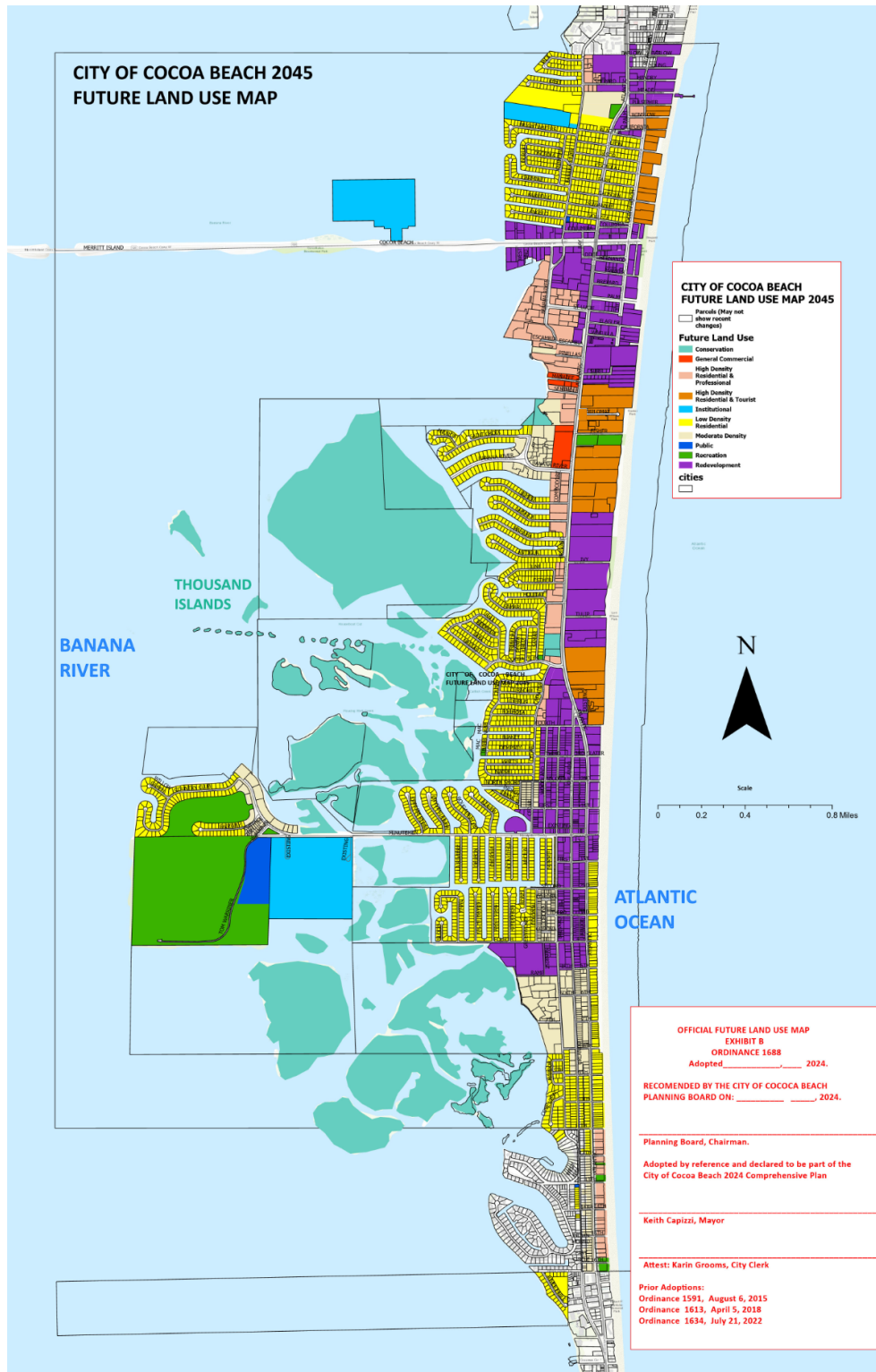
The City's infrastructure and service facilities are operating at acceptable levels of service; however, there are concerns with the roadway network which consists primarily of two principle arterial roadways (SR A1A and SR 520). These two roads are operating near the adopted capacity. The City has developed an analysis of the roadway system that indicates methods of improving the level of service through system improvements and the use of alternative modes of travel. These methods and implementation strategies are described in the Mobility Element Goals, Objectives, and Policies (GOPs).

Policy I.1.1 The ~~2025~~ 2045 Future Land Use Element Map (FLUE 1) documents the city's land use, natural features, and schools. The Wetlands Map (FLUE 2) and the Beach Access, Shores, and Estuarine System Map (FLUE 3) are also included within this element.

Policy I.1.2 Table I-1 establishes the future land use categories and describes the consistency between the City's Future Land Use Map (FLUE 1) and the Official Zoning Map. Uses of land and implementing regulations shall be consistent with the intensities and densities of the uses identified on ~~2025~~ 2045 FLUE 1. Additional zoning classifications or other modifications to the permitted uses identified in the City's LDC shall be consistent with those identified in this table.

FLUE Map 1 Future Land Use (~~2025~~ 2045)

ORDINANCE NO.1688



Section II, Coastal Management Element:

The Thousand Islands

The North Thousand Islands are located in the BRL within the City of Cocoa Beach, about ½ mile south of SR 520 and north of Minutemen Causeway. The Indian River Lagoon system is a Surface Water Improvement and Management (SWIM) priority waterbody, an Estuary of National Significance included in EPA's National Estuary Program and is known as the most diverse estuary in North America. In addition to being part of the IRLNEP, the BRL is designated as a Class III waters, an Aquatic Preserve, and an Outstanding Florida Waters.

While most of the islands are naturally occurring, many were modified and elevated in the 1950's and 1960's during the development of Cocoa Beach and its canals. In 1988, the islands were purchased (with funds from the City of Cocoa Beach (\$1,615,475), Brevard County (\$700,000), and the State of Florida (\$915,475) to protect them from future development. In 1991, the City of Cocoa Beach leased these islands from the state of Florida to manage these islands "for the conservation and protection of natural and historical resources and for resources based public outdoor recreation". As part of the lease agreement, the *North Thousand Islands Management Plan* was prepared and adopted by the City of Cocoa Beach in October 1994. In April 2013, the Plan was revised and approved by the Florida Department of Environmental Protection on April 24, 2013. Future updates of the plan should consider the following policy.

Brevard County owns the South Thousand Islands, which are managed through the County's Environmentally Endangered Lands (EEL) program. The County has prepared the "Thousand Islands Management Plan" for the South Thousand Islands, similar in scope to the management plan prepared for the North Thousand Islands.

Policy I.1.1

Development within coastal wetlands shall be subject to the safeguards established in this Plan's Conservation Element. In addition, the city will coordinate all decisions regarding the management, protection and conservation of wetlands resources with the Indian River Lagoon Comprehensive Conservation and Management Plan (IRLCCMP) especially as it pertains to the requirements, directives, or restrictions found in property lease, the requirements of Chapters 253 and 259 Florida Statutes, applicable Florida Administrative Code or other regulations that govern biodiversity, wetland resource management, land acquisition and protection of endangered species.

Section III, Conservation Element:

Native Vegetative Communities, Fisheries, Wildlife, and Marine Habitat (Text proposed to be added)

A wide variety of wild animals, reptiles, birds and aquatic species live within the municipal limits of Cocoa Beach as listed in Table III-2 of the Conservation Element Supporting Data and Analysis. Shellfish harvesting has been limited due to the poor water quality in the BRL. In fact, this area is one of the richest in the continental United States in terms of the number and diversity of species. The abundant sea grasses and algae in the Lagoon are vital as nursery and breeding grounds for both shellfish and finfish.

Seagrasses also provide grazing grounds for the endangered West Indian manatee and the entire Banana River Lagoon has been designated as a critical habitat necessary for their survival. Estuarine marshes and grass flats are vital habitat for dozens of bird species, many of which are unique or rare, or are on the endangered species list. Approximately half of the birds on the wildlife lists utilize estuarine areas for nesting and breeding purposes. Slight disturbances, such as excessive noise, excessive human traffic, or chemical pollution in the environment can cause nesting interference. Because of the extreme sensitivity of many endangered species to disruption by man, it is important to preserve as many large estuarine areas as possible.

Listed Plant Species occurring within the North Thousand Islands Management Plan include: Tillandsia utriculate; Giant Wild Pine or Giant Air Plant, and Opuntia stricta; Erect prickly-pear cactus. Both are upland plants occurring on the islands. Both species are listed as Threatened species. Threats include illegal collection and displacement by exotic species.

Endangered and Threatened Wildlife Species (Text proposed to be added)

The Western Indian manatee is an endangered species and the entire Banana River Lagoon has been designated as a critical habitat necessary for their survival. The Atlantic Ocean sandy beaches and dunes provide essential nesting areas for a variety of endangered or threatened sea turtles. To prevent turtle nest disturbances, the City has adopted an ordinance that prohibits “spillover” of light onto the beach, as supported in the City’s Land Development Code (Section 3-91, Article XI, Chapter III). These two species are included with others that have special protection status, found in Table III-3 of the Conservation Element Supporting Data and Analysis.

Listed Animal Species Fourteen listed animal species have been confirmed as occurring within the North Thousand Islands Management Plan (Table1). An additional five listed species are likely to occur in the North Thousand Islands as suitable habitat is present and these species are known to be present nearby.

Section IV, Recreation and Open Space Element:

Meeting Future Needs

The City has approximately 22 acres of recreational land per 1,000 population, or more than twice the adopted Level of Service (LOS) for open space and land area to support recreational facilities. Since the City's permanent population (which is the basis for measuring the LOS) is anticipated to remain static and/or slightly indecrease through 2015 2045, existing recreational facilities within the City of Cocoa Beach will be more than sufficient to meet the City's needs through 2015 2045. The City's challenge is to continue to meet the needs of its residents and the interests of its visitors while also maintaining a quality recreational experience. Concurrency management for parks and recreational facilities is optional and is no longer mandatory. The city has chosen to discontinue concurrency management for its parks and recreational facilities.

The Recreation Complex (and the facilities located on that land area) is leased from the Brevard County School Board with the lease scheduled to expire in 2015-2045. The city will work closely with the School Board to secure a renewal of that lease in order to maintain the City's adopted LOS for those facilities.

On September 18, 2014, the Cocoa Beach City Commission adopted the City's *Strategic Plan – Actions and Tasks*, through approval of Resolution 2014-22. This document provides detailed action steps and time frames for addressing the issues identified in the *Comprehensive Plan*. Activities such as a Marketing Plan (that will promote the value and attraction of Cocoa Beach), a wayfinding signage program, a Recreation Master Plan, and a Sustainability Action Plan will support the implementation of the Recreation and Open Space Element goal, objectives and policies.

Policy I.3.1 By 2020, tThe City shall review ~~all~~ public parks and recreational facilities within the City to determine accessibility to City residents and visitors, including the handicapped and ~~by a 2020~~ shall prioritize any needed accessibility improvements as future CIP projects. will be made.

Section V, Housing Element:

Existing and Future Needs

As described in the Future Land Use Element, the City has reached a built-out condition with little vacant land left for new development. Future changes in the housing stock will be the result of redevelopment. In 2010, the City of Cocoa Beach lost its permanent population dropped from (12,482 in 2000 to 11,231 in 2010). Over the past several years the City of Cocoa Beach's population has fluctuated from a low of 11,214 in 2013 and a high of 11,703 in 2018. In 2022 the population dropped again from 11,703 back to 11,341 where it has remained mostly steady with a growth rate ranging from -.01 to about .21 percent. and t This trend is expected to continue with a projected permanent population of 11,630 in 2035, and 11,877 in 2045, which is well below the

ORDINANCE NO.1688

city's 2000 peak of 12,482. ~~10,362 by 2025~~

While the City's permanent population is stabilizing, the seasonal population continues to fuel housing demand. Of the 11,~~341~~²³¹ permanent residents in Cocoa Beach, ~~7,974~~ approximately 71% are homestead homeowners and ~~3,257~~ ^{29%} are renters. City utilities, that once serviced a population of 12, 482 people, are in place to serve the City's existing and future 2045 housing needs. New housing cannot be served by septic tanks.

Section VII, Infrastructure Element

The Public Schools Facilities Element "Introduction" Potable water text is amended to reflect the City of Cocoa as the potable water service provider for areas of Cocoa Beach and to reflect recent LOS standards established by the City of Cocoa's for the City of Cocoa Beach. These changes are consistent with recent City of Cocoa plan update.

Potable Water

The City of Cocoa provides all of Cocoa Beach's potable water so any of the state statutory requirements related to potable water facilities do not apply to Cocoa Beach. An interlocal agreement is in place that describes the arrangement between the two cities, which will ~~be renewed before April 2018~~ expires in 2048. Cocoa Beach works closely with the City of Cocoa to ensure that existing and future potable water needs are addressed. For example, the City is represented on the Utilities Advisory Board, a countywide group that meets periodically to coordinate potable water utility matters throughout Brevard County. As of ~~2013-2021~~, the City of Cocoa Beach uses an average of ~~22.5-19.59~~ million gallons per day (MGD). The City of Cocoa's comprehensive plan assures an adequate supply of potable water to the citizens of Cocoa Beach, in accordance with the City of Cocoa's agreements. The City of Cocoa's 2020-2030 Comprehensive Plan establishes a potable water level of service (LOS) standard of 122 gallons per capita per day per Equivalent Residential Connection (ERC), or 340 gallons per day per ERC. (Policy 7.1.1.1 City of Cocoa Potable Water Element.~~and that usage is expected to be very close to the current usage rate, due to the projected declines in population by 2025. These figures account for all potable water needs within the City, including residents (permanent and seasonal), businesses, and visitors.~~ This usage is consistent with the City of Cocoa's *Water Supply Facilities Work Plan*.

Sanitary Sewer

The City of Cocoa Beach is responsible for sanitary sewer service. There are only two septic tanks within the City due inadequate gravity flow into the City's sewer system. Everyone else within the City is tied into the City's sanitary sewer system. In addition, the City's *Land Development Code* requires sewer connections for new development and redevelopment. As of 20~~24~~¹³, the City of Cocoa Beach uses (treated) an average of 3.~~657~~ million gallons per day (MGD) and that usage (treatment) is expected to be 4.2 MDG by 20~~4~~²⁵. These figures account for all sanitary sewer needs within the City, including residents (permanent and seasonal),

ORDINANCE NO.1688

businesses, and visitors. The City's current treatment capacity is 6 MGD so there are adequate facilities to meet current and future needs.

Stormwater Management

The City of Cocoa Beach is responsible for stormwater management facilities as well as service for its residents, businesses, and visitors. Water quality issues are described fully in the Conservation Element. Investments and practices are consistent with federal, state, and local regulations and policies, including the Banana River Lagoon Basin Management Action Plan (BRLMAP) and the City's Stormwater Master Plan. Existing facilities have sufficient capacity to prohibit severe flooding; however, improvements in upstream runoff retention will lower potential flooding risk and reduce downstream nuisance flooding. It is anticipated that ~~over the next 10 years, a~~ comprehensive assessments of the infrastructure will occur to evaluate and prioritize the structural integrity of all storm piping throughout the City. In addition, this assessment should use the most current information available regarding climate change when prioritizing deficiencies and needs.

- Policy I.1.1 The City shall insure its potable water contractual agreement includes all necessary legal requirements, rates, service area specifications and relevant information pertinent to the provision of potable water service within the City, including the establish~~ment~~ and adoption a level of service (LOS) for potable water, based on total City residents (permanent and seasonal) and tourists. ~~of minimum design flow 129.34 gallons per capita per day, as identified in the cities adopted water Supply Facility Plan~~ *(Cocoa Beach does not provide potable water inside the city today.)*
- Policy I.1.3 It shall be the responsibility of the City's Public Works Department to coordinate with the City of Cocoa to maintain a record of existing and committed project demands in order to determine that adequate potable water capacity is available for expanded use. The Public Works Department shall maintain accurate records of the additional demands on the potable water capacity due to new development or redevelopment.
- Policy I.1.6 The City shall coordinate with the City of Cocoa as proposed potable water facilities are being planned.
- Policy I.2.2 ~~There shall be no~~ Prohibit physical connection between a public or private potable water supply and a sewer or appurtenance which would permit the passage of any sewage or polluted water supply into the potable water supply.
- Policy I.2.3 The City shall encourage property owners ~~continue~~ to conserve water resources and reduce chemical use through the use of Florida friendly design principles and other best conservation practices, consistent with the City's adopted Water Supply Facilities Work Plan

ORDINANCE NO.1688

- Policy I.2.4 ~~The City shall~~ Distribute information and educational materials on water conservation to the public on an annual basis as identified in the City's Strategic Plan and the City's Sustainability Plan

Section VIII, Mobility Element

- Policy I.1.3 The City of Cocoa Beach, in conjunction with Brevard County and nearby municipalities, ~~shall~~ should track the progress of implementing multimodal options. The following data measures ~~shall~~ should be used to access the degree of success of the multimodal approach:
- a. Reduction in the growth of average daily traffic and/or peak hour traffic in the roadway segments identified in Table 1 in this element;
 - b. Growth in transit ridership levels for the routes with stops within the City limits;
 - c. Implementation of the Sidewalk and Bicycle Master Plan, including a focus on completion of segments that are not contiguous; and
 - d. Track the percentage of contiguous bicycle and pedestrian facilities within the City limits.
- Policy I.1.20 ~~By 2017~~ The City will may continue to request that the TPO and SCAT research the possibility of developing Park and Ride lots at major commercial and recreational facilities to reduce the demand of automobile-based traffic during peak tourist season.
- Policy I.3.1 Annually, the City Engineer, along with other City Departments, shall identify the City's top transportation priorities. These priorities include, but are not limited to:
- a. Maintenance of existing facilities;
 - b. Work with TPO, State FDOT to make the city more resilient, especially elevating the road surfaces of portions of SR 520.
 - ~~c. Enhancing the SR 520/SR A1A area (SR A1A Corridor Study and the Gateways District Plan);~~
 - ~~d. SR A1A streetscape in Downtown;~~
- Mobility Map 4 has been updated to reflect current 2024 Transit Services in the City of Cocoa Beach.
 - Mobility Maps 5, 6, 7 have been updated to represent anticipated Mobility Conditions expected in 2024.
 - Mobility Map 8 has been updated to reflect Transit Service expected in 2045. This map shall be automatically updated to match the current services provided by the transit service provider.

ORDINANCE NO.1688

Map 1

2015-2024 Roadways: City and State Roads



ORDINANCE NO.1688

Map 2

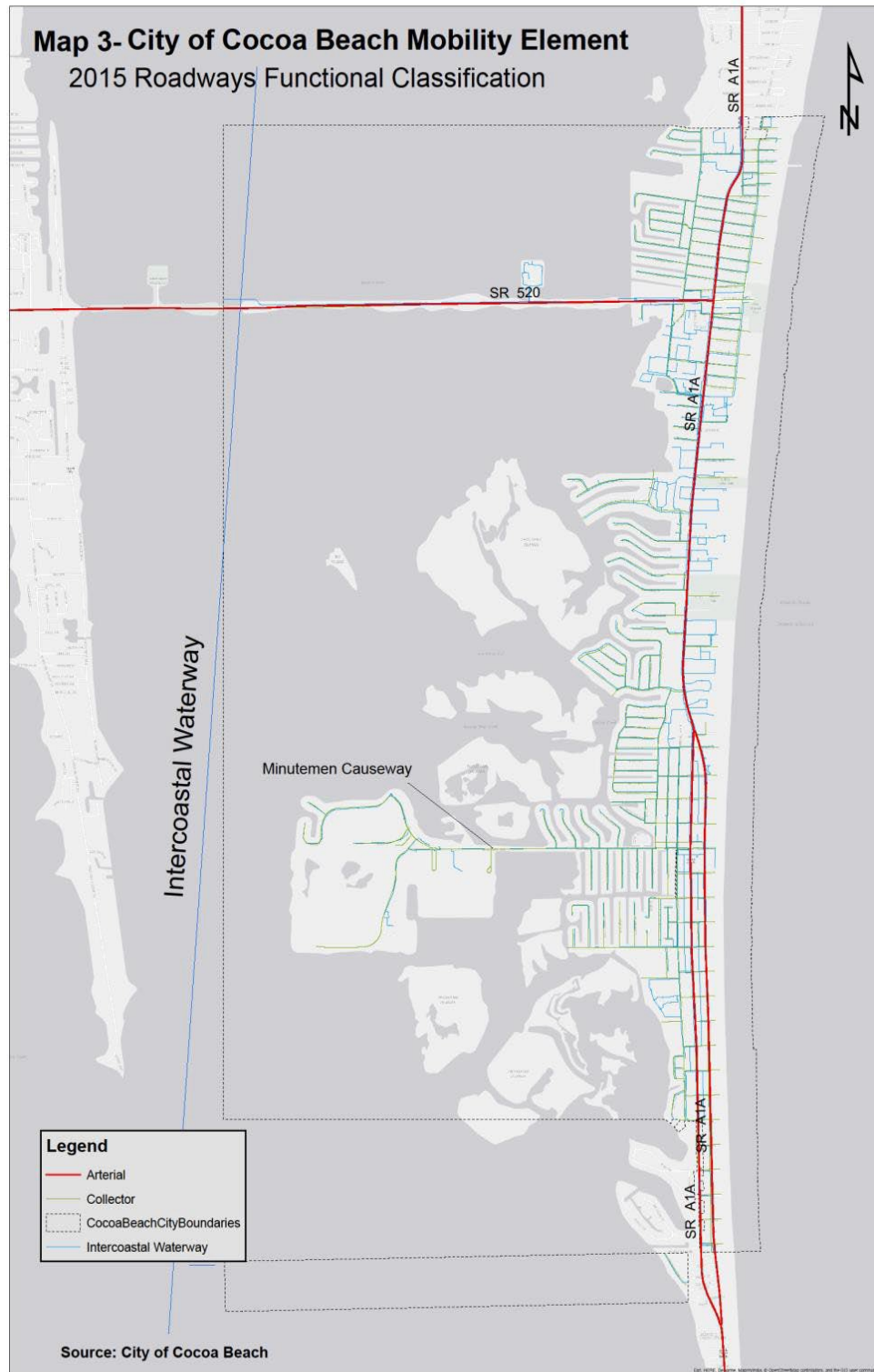
202415 Roadways: Number of Lanes



ORDINANCE NO.1688

Map 3

2015-2024 Roadways: Functional Classification

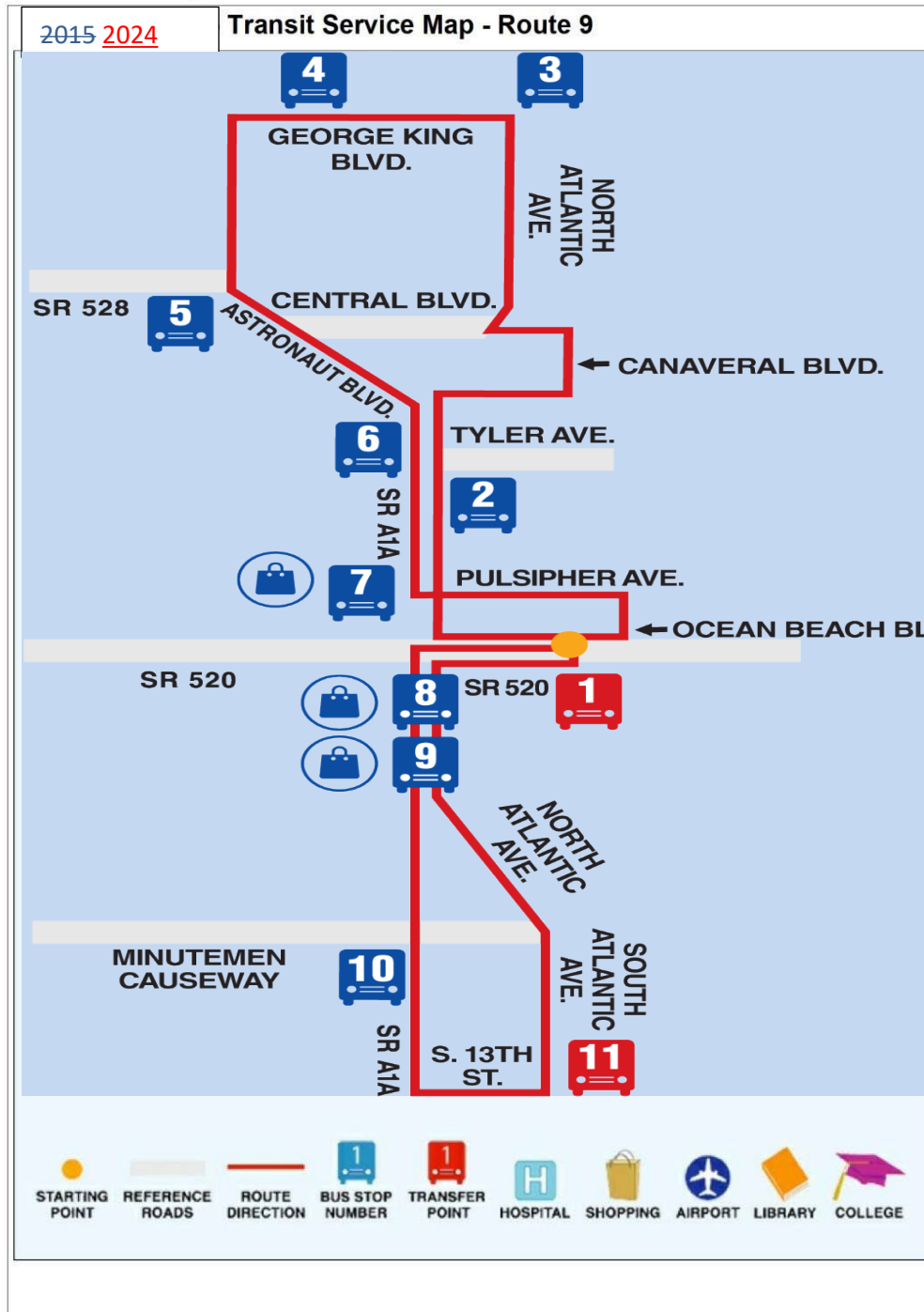


Map 4

ORDINANCE NO.1688

2015 2024 Roadways: Transit Service Map – Route 9

Map 4-City of Cocoa Beach Mobility Element



Source: Space Coast Area Transit

Map 5

ORDINANCE NO.1688

2025-2045 Roadways: City and State Roads



Map 6 2025-2045 Roadways: Number of Lanes

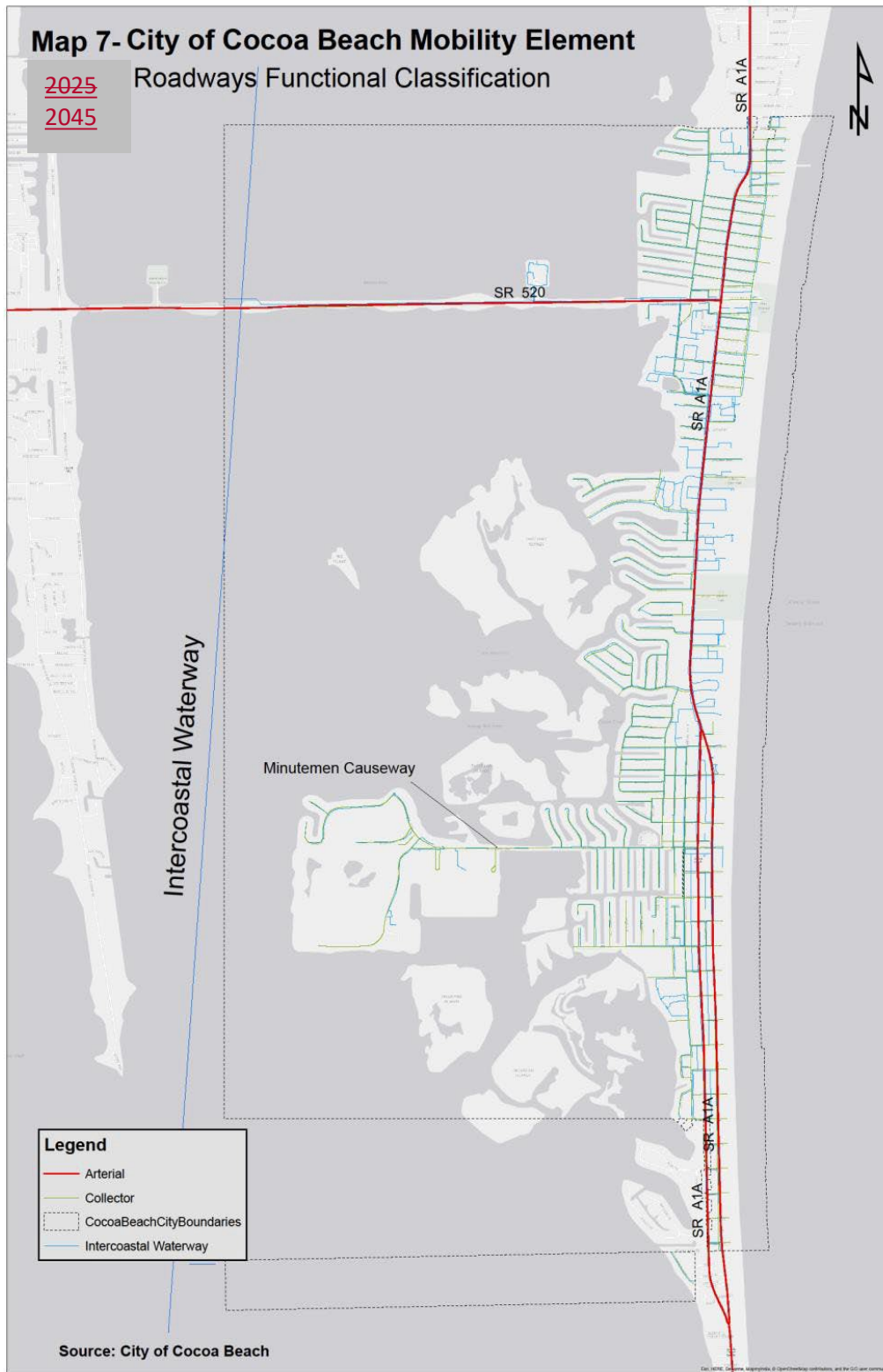
ORDINANCE NO.1688



ORDINANCE NO.1688

Map 7

2025-2045 Roadways: Functional Classification

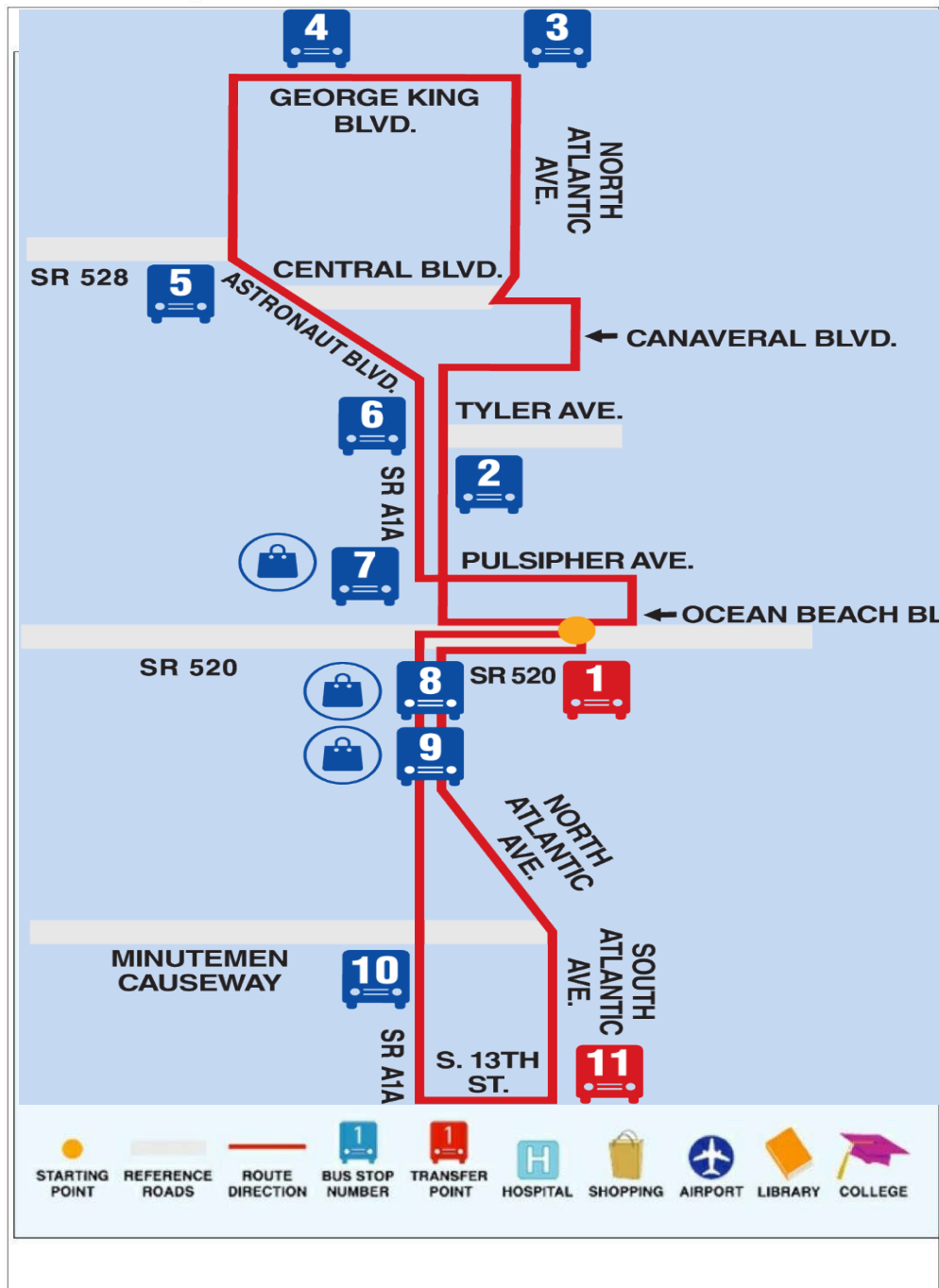


Map 8

2025-2045 Roadways: Transit Service Map – Route 9

ORDINANCE NO.1688

Map 4-City of Cocoa Beach Mobility Element



Source: Space Coast Area Transit

ORDINANCE NO.1688

Section IV, Capital Improvements Element:

INTRODUCTION

Investing in key public facilities is an important part of turning community goals into reality. Based on Section 163.3177(3)(a), Florida Statutes, the Capital Improvements Element should be “designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities”. For a five-year period, this element also must identify the investments needed to maintain and upgrade existing public facilities and needed new facilities; set priorities; and identify the revenue sources to pay for these investments.

The City of Cocoa Beach adopts a Five-Year Capital Improvements Program (CIP) as part of the City’s annual budgeting process. Until 2011 (when the Community Planning Act was passed), a comprehensive plan would need to be amended at least once a year to include the newly adopted CIP. Now, the CIP can be adopted by ordinance with the Comprehensive Plan making reference to that ordinance. This approach eliminates the need to amend the plan each year solely to accommodate an updated CIP.

The City’s CIP includes any capital improvement project that is a physical asset constructed or purchased to provide, improve or replace a public facility or service, the costs of which are \$1,000 or greater, non-recurring, and may require multi-year financing. The projects listed in this Element are a subset of those found in the City’s CIP for Fiscal Years ~~2015-2019~~ 2024 – 2028 that was adopted on ~~July 16, 2015 (Ordinance No. 1589)~~ September 21, 2024 (Resolution No. 2023-12). In addition to the City, several outside entities make capital improvement investments within the City of Cocoa Beach, including:

- School Board of Brevard County (local public schools);
- City of Cocoa (potable water);
- Brevard County (solid waste and Space Coast Area Transit);
- Florida Department of Transportation (SR A1A and SR 520); and
- Space Coast Transportation Planning Organization (Minutemen Causeway and Beach Trail/SR A1A Urban Trail).

Policy I.1.7

This Element’s Supporting Data and Analysis includes the capital improvement projects related to this Comprehensive Plan for FY ~~2015~~ 2024 through FY 2019 2028. This and all future updated CIPs adopted by ~~ordinance~~ resolution

ORDINANCE NO.1688

shall be considered a part of the comprehensive plan without requiring an amendment to the City's Comprehensive Plan.

Policy I.3.2

The City shall use the following LOS standards in reviewing the impacts of new development and redevelopment.

(a) Stormwater Management

The Following Stormwater LOS Standards may be superseded by the most recently approved and adopted stormwater plan, without updates to this plan.

One inch times the square footage of the property for a site of less than 100 acres, or one-half inch times the square footage of the property for a site of 100 acres or more; and detention volume sufficient to ensure that post-development runoff will not exceed pre-development runoff for a 10-year/24-hour storm event

STORMWATER MANAGEMENT	<u>DESIGN STORM EVENT</u> <u>10-year frequency/24-hour duration event Or as approved in the most recently adopted Stormwater Plan.</u>
	<u>ON-SITE STORMWATER MANAGEMENT</u> <u>Retention: One-inch times the square footage of the property for a site of less than 100 acres, or one-half inch times the square footage of the property for a site of 100 acres or more. Or as approved in the most recently adopted Stormwater Plan.</u>
	<u>STORMWATER (DETENTION) QUANTITY</u> <u>Detention volume sufficient to ensure that post-development runoff will not exceed pre-</u>

ORDINANCE NO.1688

	<u>development runoff for a 10-year/24-hour storm event. Or as approved in the most recently adopted Stormwater Plan.</u>
	<u>STORMWATER QUALITY</u> <u>No significant degradation of water quality in receiving water bodies. Or as approved in the most recently adopted Stormwater Plan.</u>

- (b) Potable water – ~~141~~122.41 gallons per capita per day. Potable water LOS is established by contract with the City of Cocoa)
- (c) Recreation – 10 acres per 1,000 population
- (d) Sanitary sewer – 100 gallons per capita per day (average daily) and 130 gallons per capita per day (peak daily)
- (e) Solid waste --- 8.0 pounds per capita per day
- (f) **Transportation**

	Daily/Peak
SR 520 west of SR A1A (state road)	LOS D/ LOS D
SR A1A within the City of Cocoa Beach (state road)	LOS D/ LOS D
All City collectors and local roads	LOS D/ LOS D
- (g) Public School Facilities – LOS standard of 100% FISH Capacity each elementary, middle, high school, and any combination school

Capital improvement projects that are needed to ensure these LOS standards are listed in the most recently adopted CIP Resolution.
~~Table 1~~Table 1 shows projects adopted in the 2024 CIP Resolution.

ORDINANCE NO.1688

Table 1

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

DEPARTMENT: STORMWATER UTILITY ENTERPRISE FUND							
PROJECT(S)	PROJECT CODE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
Cedar/Woodland/Brevard/2nd SW Improvements	SWCWB	450,000	6,000,000				6,450,000
Slip Lining of Existing SW Infrastructure	SWSLIP	250,000					250,000
Ramp Road Park SW Improvements	SWRAMP	550,000	750,000				1,300,000
Golf Pond Aquatic Vegetation Harvesting	GLFVEG	600,000					600,000
Brevard Ave S From 8th Street S to 11th Street S Stormwater Improvements			57,500				57,500
Indian Village Trail at A1A Improvements			57,500	120,000	125,000		302,500
ST. Lucie Gardens Bam Dry Pond			40,000	69,000	120,000		229,000
Cocoa Isles Blvd Bam Dry Pond			55,000	50,000	50,000		155,000
Bahama Blvd Bam Swale			55,000	50,000	50,000		155,000
Minor BMPS, Sales, Exfiltration				25,000	25,000	25,000	75,000
Structural Rehabilitation				25,000	25,000	25,000	75,000
Brightwaters- Dorset Outfall System Improvements				60,000	93,750	97,500	251,250
La Riviere Road Bam Dry Pond				55,000	50,000		105,000
Aucila Road BAM Exfiltration Pipe				75,000	60,000		135,000
Brevard Ave S From 9th Street S to 11th Street S Stormwater Improvements				120,000	125,000	130,000	375,000
Boca Ciega Road BAM Exfiltration Pipe				75,000	60,000		135,000
Swale Renourishment & Construction					50,000		50,000
South Banana River Blvd Improvements					62,500	130,000	192,500
June Drive BAM Dry Pond					50,000	55,000	105,000
Crystal River BAM Dry Pond					55,000	50,000	105,000
Brevard Ave South & 4th Street South Improvements						50,000	50,000
4th ST South & Yawl/Sloop/Riverview/Corona Improvements						50,000	50,000
Basin I Flood Improvements						75,000	75,000
South Basin E Flood Improvements						75,000	75,000
Brightwaters Drive BAM Exfiltration Pipe						75,000	75,000
Manatee Lane BAM Dry Pond						75,000	75,000
Stormwater Work Boat		47,000					47,000
TOTAL STORM		1,897,000	7,015,000	724,000	1,001,250	912,500	11,549,750

Source of Funds: Stormwater Utility Fund

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

DEPARTMENT: INFORMATION TECHNOLOGY							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
Equipment							
IP System Phone Replacement		1,000	3,000	1,000	3,000	1,000	9,000
Square Registers for Leisure Service Programs		3,000	1,000	3,000	1,000	3,000	11,000
Subtotal Equipment		4,000	4,000	4,000	4,000	4,000	20,000
Computer Hardware							
Computers/Tablets/Laptops		12,000	12,000	15,000	15,000	15,000	69,000
Storage Server		14,000	70,000	—	—	—	84,000
Desktops, UPS, Surge & Lightning Protection		5,000	5,000	5,000	7,000	7,000	29,000
WIFI Backhaul and Access Panels		5,000	—	5,000	—	5,000	15,000
Surveillance Cameras		30,000	10,000	10,000	10,000	10,000	70,000
Rugged Laptops for Police Dept		24,750	14,850	16,050	16,050	16,050	87,750
Networking Equipment		7,000	7,000	7,000	9,000	50,000	80,000
Storage Shelf		—	—	—	—	—	—
Monitors & Displays		10,000	—	—	—	—	10,000
Access Control Panels (Park Bathrooms)		20,000	—	—	—	—	20,000
Server Replacement (Server Room)		—	8,000	8,000	10,000	10,000	36,000
Subtotal Computer Hardware		127,750	126,850	66,050	67,050	113,050	500,750
Computer Software							
Software Upgrades and New Products		—	—	—	—	—	—
Mach Licensing		7,200	—	—	—	—	7,200
Docuware Licenses		3,720	—	—	—	—	3,720
Vmware Sockets		12,000	—	—	—	—	12,000
Subtotal Computer Software		22,920	—	—	—	—	22,920
TOTAL INFORMATION TECHNOLOGY		154,670	130,850	70,050	71,050	117,050	543,670

Source of Funds: General Fund

DEPARTMENT: FINANCE/METERED PARKING							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
Accounting Software		—	850,000	—	—	—	850,000
TOTAL FINANCE/METERED PARKING		—	850,000	—	—	—	850,000

DEPARTMENT: CITY CLERK							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
		—	—	—	—	—	—
TOTAL CITY CLERK		—	—	—	—	—	—

Source of Funds: General Fund/Metered Parking Program

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY ~~2015~~ 2024 – ~~2019~~ 2028)

DEPARTMENT: FIRE							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
Vehicles & Machinery							
Fire Station 50 Engine		713,575	—	—	—	—	713,575
Fire Pumper Truck		—	250,000	250,000	250,000	250,000	1,000,000
Fire - Subtotal Vehicles & Machinery		713,575	250,000	250,000	250,000	250,000	1,713,575
Furniture & Equipment							
Water Rescue Craft		15,000	16,000	—	—	—	31,000
Extrication Tools; E-Draulics		44,000	—	—	—	48,000	92,000
Water/Sun Protected Area Cover		—	40,000	—	—	—	40,000
Oxygen Cascade System		—	31,000	—	—	—	31,000
Zoll Cardiac Monitor		53,359	—	—	—	—	53,359
AED's (45-PD) (5-FD) (15-City)		130,000	—	—	—	—	130,000
Fire Station 50 Design Planning		—	5,000,000	—	—	—	5,000,000
Air Packs		—	40,000	40,000	40,000	40,000	160,000
Vehicle Rescue Struts (2)		—	—	—	8,000	—	8,000
Fire - Subtotal Furniture & Equipment		242,359	5,127,000	40,000	48,000	88,000	5,545,359
TOTAL FIRE		955,934	5,377,000	290,000	298,000	338,000	7,258,934

Source of Funds: General Fund

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

DEPARTMENT: POLICE							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
Furniture & Equipment							
Digital In-Car Video Camera Recorder (8)		20,000	14,000	15,000	16,000	17,000	82,000
Radar Unit (8)		20,053	13,536	14,619	15,788	17,052	81,048
Tasers (6)		12,312	13,297	14,361	15,510	16,750	72,230
Body Camera System (5 year program)		15,000	—	—	52,000	—	67,000
Heavy Duty Paper Shredder (2)(2)(1)(1)		—	—	—	—	—	—
Radar Trailer - Speed Measuring Unit		—	—	—	—	—	—
Long Rifles (4 each year)		7,128	7,698	8,314	8,979	9,698	41,817
Glock 47 Hand Gun w/ Light		—	85,001	—	—	—	85,001
Radar Units-Hand Held		—	11,474	—	—	—	11,474
Automatic Defibrillators (AEDs) (25) (20)		—	—	—	—	—	—
Evidence Drying Cabinet		—	—	—	—	16,530	16,530
Evidence Refrigeration Unit		—	—	—	16,319	—	16,319
Motorcycle Patrol Unit Equipment		—	—	—	—	21,055	21,055
Alcohol Breath Simulator (2)		—	—	13,966	—	3,526	17,492
K9 Unit Replacement		—	—	—	—	44,080	44,080
Electronic Traffic Message Board		—	106,400	—	—	—	106,400
Subtotal Furniture & Equipment		74,493	251,406	66,260	124,596	145,691	662,446
Computer Software							
Evidence/Property Tracking Software		—	—	23,935	—	—	23,935
Investigation Software		—	16,913	—	—	—	16,913
License Plate Recognition Software		—	—	—	—	—	—
Subtotal Computer Software		—	16,913	23,935	—	—	40,848
TOTAL POLICE		74,493	268,319	90,195	124,596	145,691	703,294

DEPARTMENT: COMMUNICATIONS							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
XL-95P Portable Radio (PD-12) (FD-23)		171,574	—	—	—	—	171,574
XG-75M/M7300 Mobile Radio (PD-14) (FD-15)		162,645	30,286	32,708	35,325	38,151	299,115
P25 Compliance X69 Radios		44,326	—	—	—	—	44,326
Backbone Radio Charges-Brevard Emergency Management		77,000	—	—	—	—	77,000
TOTAL COMMUNICATIONS		455,545	30,286	32,708	35,325	38,151	592,015

DEPARTMENT: BEACH RANGERS PROGRAM							
PROJECT(S)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
		—	—	—	—	—	—
TOTAL BEACH RANGERS PROGRAM		—	—	—	—	—	—

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

DEPARTMENT: PUBLIC WORKS							
Building Maintenance Continued (3140)	PROJECT CODE	FY2024	FY2025	FY2026	FY2027	FY2028	FIVE YR. TOTAL
Shepard Park Bathroom Renovations		—	150,000	—	—	—	150,000
Rooftop Solar Array		—	—	420,000	—	—	420,000
Tennis Court Electrical Upgrade		—	30,000	—	—	—	30,000
Fisher Park Information Sign		—	100,000	—	—	—	100,000
Water Rec MCC Bldg A/C Replacements		—	20,000	—	—	—	20,000
Fisher Park Bathroom Renovations		—	—	100,000	—	—	100,000
Fire Station 51 Paint Exterior		—	—	100,000	—	—	100,000
Water Rec Lab Bldg A/C Replacements		—	—	30,000	—	—	30,000
Public Works/Water Rec Flooring		—	—	—	200,000	—	200,000
Water Rec Utility Bldg Roof		—	—	—	50,000	—	50,000
Public Works IT Server Room AC System		—	—	—	30,000	—	30,000
Public Works/Water Rec 1st Floor A/C Replacements		—	—	—	—	30,000	30,000
Public Works/Water Rec Lobby Atrium AC		—	—	—	10,000	—	10,000
Subtotal Buildings Maintenance		250,000	550,880	920,320	567,760	315,200	2,604,160
Grounds Maintenance (3150)							
Pool Pavilion Upgrade		—	32,000	—	—	—	32,000
Subtotal Grounds Maintenance		—	32,000	—	—	—	32,000
TOTAL PUBLIC WORKS O & M		1,153,226	1,585,580	1,510,320	1,067,760	815,200	6,132,086
DEPARTMENT: PUBLIC WORKS - CAPITAL IMPROVEMENT PROJECTS							
PROJECT(S)	PROJECT CODE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
100 Channel Marker Replacement	CHAMRK	65,000	—	—	—	—	65,000
Marina Feasibility Study	MARINA	75,000	75,000	—	—	—	150,000
Holiday Lane Boat Ramp Feasibility Study	HOLDLOC	—	—	—	75,000	—	75,000
Aquatic Center Building Replacement	RPPPA	—	—	—	1,350,000	—	1,350,000
400 Channel Marker Replacement	400CDP	100,000	400,000	400,000	—	—	900,000
CB GOLF Muck Capping	CBGOLF	2,000,000	8,200,000	8,200,000	8,200,000	8,253,347	34,853,347
TOTAL PUBLIC WORKS CAPITAL IMPROVEMENT		2,240,000	8,675,000	8,600,000	9,625,000	8,253,347	37,393,347

City of Cocoa Beach

G- 21

Annual Budget Fiscal Year 2024

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

DEPARTMENT: PUBLIC WORKS - FLEET							
PROJECT(S)	Project Code	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
Police							
4-Door SUV Hybrid Marked (2) (2) (5) (5) (2)		135,000	141,750	372,090	390,690	164,088	1,203,618
4-Door SUV Hybrid K-9 (1) (1)		—	72,000	—	—	85,000	157,000
Patrol Motorcycle (1)		—	—	—	27,000	—	27,000
1/2 Ton 4x4 Truck (3)		—	—	—	—	200,169	200,169
4-Door SUV Hybrid Unmarked (3)		—	185,850	—	—	—	185,850
Compact (Code Enforcement) (1)		—	—	—	37,044	—	37,044
Subtotal Police		135,000	399,600	372,090	454,734	449,257	1,810,681
Parking Enforcement							
Compact Pickup Truck (1) (1) (2) (1)		—	33,600	70,560	37,044	—	141,204
1/2 Ton Truck (1)		—	—	—	—	38,896	38,896
Subtotal Parking Enforcement		—	33,600	70,560	37,044	38,896	180,100
Fire							
3/4 Ton Pickup 4x4 (1) (1)		45,000	—	—	—	73,000	118,000
4-Door SUV Hybrid (1) (1)		—	61,950	65,047	—	—	126,997
Subtotal Fire		45,000	61,950	65,047	—	73,000	244,997
Public Works							
Compact Pickup (1) (1) (1)		—	33,600	—	37,044	38,896	109,540
3/4 Ton Pickup 4x4 (1)		—	49,000	—	—	—	49,000
Bucket Truck (1)		—	—	—	—	160,000	160,000
3/4 Ton Cargo Van (1)		45,000	—	—	53,000	—	98,000
Dump Truck (1)		160,000	—	—	—	—	160,000
2500 Service Truck 4x4 (1)		63,000	—	—	—	—	63,000
4-Door Sedan/SUV (1) (1)		—	51,000	53,550	56,227	—	160,777
3/4 Ton Pickup (2) (3) (2) (1)		—	94,500	148,836	104,184	54,696	402,216
Subtotal Public Works		268,000	228,100	202,386	250,455	253,592	1,202,533
Leisure Services							
Compact Pickup		—	—	35,280	—	—	35,280
Subtotal Leisure Services		—	—	35,280	—	—	35,280
Fleet Furniture & Equipment							
PD Utility Vehicle		16,000	—	17,640	—	19,448	53,088
PW Zero Turn Mower		12,000	12,600	13,230	13,891	14,586	66,307
PW Portable Generator 3500KW		—	3,500	3,675	3,858	4,051	15,084
PW Utility Trailer		4,200	4,410	4,630	4,862	5,105	23,207
Beach Ranger John Deere Gator (2)		27,000	28,350	29,766	31,254	32,032	148,402
KBB John Deere Gator (2)		27,000	14,175	29,766	15,254	32,032	118,227
PW Hydraulic Dump Trailer		14,000	—	—	—	—	14,000
PD Enclosed Cargo Trailer		12,000	—	—	—	—	12,000
PD Patrol Boat		100,000	—	—	—	—	100,000
PD Electric Golf Cart		—	15,000	—	—	—	15,000
Fleet Twin Post Lift 18000 LB		18,000	—	—	—	—	18,000
Fleet Twin Post Lift 10000 LB		7,000	—	—	—	—	7,000

City of Cocoa Beach

G- 22

Annual Budget Fiscal Year 2024

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

Fleet Furniture & Equipment Continued	Project Code	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
Fleet A/C Recovery Machine		7,000	—	—	—	—	7,000
Field Ops- Ground Compactor		3,000	—	—	—	—	3,000
300 KW Portable Generators (3)		802,899	—	—	—	—	802,899
230 KW Generator (Country Club) (1)		350,000	—	—	—	—	350,000
50 KW Generator FD 50 (1)		75,000	—	—	—	—	75,000
Replace Generator at FD 51		163,000	—	—	—	—	163,000
Fire Utility Vehicle		—	16,800	—	18,522	—	35,322
PW Track Skid Steer		—	—	—	85,000	—	85,000
PW Backhole Extended Reach		—	160,000	—	—	—	160,000
Subtotal Fleet Furniture & Equipment		1,638,099	254,835	98,707	172,641	107,254	2,271,536
Contingency		20,000	20,000	20,000	20,000	20,000	100,000
TOTAL PUBLIC WORKS FLEET		2,106,099	998,085	864,070	934,874	941,999	5,845,127

Source of Funds: General Fund

DEPARTMENT: LEISURE SERVICES

PROJECT(S)	Project Code	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
Recreation Administration							
Equipment Shed Storage	EQSS	13,500	—	—	—	—	13,500
Rec Center Renovation		—	50,000	—	—	—	50,000
Video Machines		—	7,600	—	—	—	7,600
1 Set of Bleachers		—	—	15,000	—	—	15,000
1 Set of Bleachers		—	—	—	15,000	—	15,000
Portable Basketball Rims (2)		—	—	—	—	13,000	13,000
Skate Park Renovations	SKATER	200,000	—	—	—	—	200,000
Subtotal Recreation Administration		213,500	57,600	15,000	15,000	13,000	314,100
Tennis							
Replace Tennis Facility Awning	RTFA	35,000	—	—	—	—	35,000
Replace Lights at Ramp Road Tennis Courts		—	6,000	—	—	—	6,000
Subtotal Tennis		35,000	6,000	—	—	—	41,000
Aquatic Center							
Pool Covers (4) Replace Main Pool		17,000	—	—	18,000	—	35,000
Pool Cover Reel (1) Main Pool Covers		10,000	—	—	—	—	10,000
Pool Heater/Chiller Main Pool		27,446	—	—	—	—	27,446
Pool Deck Resurface	PDRS	49,834	—	—	—	—	49,834
Pool Cover Automatic Winder		—	12,000	—	—	—	12,000
Main Pool Liner		—	100,000	—	—	—	100,000
Pool Cover Reel		—	—	10,000	—	—	10,000
Canopy Shade Structure (Kiddy Pool)		—	—	35,000	—	—	35,000
Replace Storage Shed		—	—	13,500	—	—	13,500
Canopy Single Cantilever Shade		—	—	—	34,348	—	34,348
Power Chair Lift		—	—	—	6,000	—	6,000
Pump Room Main Pool		—	—	—	—	50,000	50,000
Long Course Lane Lines (8)		—	—	—	—	9,000	9,000
Subtotal Aquatic Center		104,280	112,000	58,500	58,348	59,000	392,128

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

Golf	Project Code	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Five YR. TOTAL
Regrass Driving Range	RGRASS	45,000					45,000
Replace Sprinkler System	GSPRNK	400,000	350,000	350,000			1,100,000
Pipe Replacement Irrigation System	REPIPE	400,000	400,000	400,000			1,200,000
Chemical Storage Building			25,000				25,000
Bunker Reconditioning					30,000	30,000	60,000
Greens Mower		—	47,000			100,000	147,000
Fairway Mower		78,000	80,000				158,000
Replacement of Toro Sprayer		50,000					50,000
Golf Utility Vehicle		13,000	26,000	26,000	13,000	13,000	91,000
Z Turn Mower		10,000		10,000			20,000
Slope Mower			39,000				39,000
Edger Attachment			10,000				10,000
Rough Mower				74,000			74,000
Sprayer					50,000		50,000
F&B Utility Vehicle		13,000	13,000	13,000			39,000
Subtotal Golf Division		1,009,000	990,000	873,000	93,000	143,000	3,108,000
TOTAL LEISURE SERVICES		1,361,780	1,159,600	946,500	166,348	215,000	3,849,228

Source of Funds: General Fund

DEPARTMENT: COMMUNITY REDEVELOPMENT AGENCY							
PROJECT(S)	Project Code	FY 2024	FY2025	FY2026	FY2027	FY2028	Five YR. TOTAL
SurfSide Playhouse Improvements	SURFSP	50,000	25,000				75,000
Wash Through Improvements (New City Hall)	CHWASH					200,000	200,000
CRA Garage Improvements (Bathrooms)	CRABRI	250,000					250,000
CRA Garage Improvements (Building/Electric)	CRABEI	325,000					325,000
CRA Garage Elevator	CRA		350,000				350,000
TOTAL COMMUNITY REDEVELOPMENT		625,000	375,000	—	—	200,000	1,200,000

DEPARTMENT: BUILDING PERMIT FUND							
PROJECT(S) 136	Project Code	FY 2024	FY2025	FY2026	FY2027	FY2028	Five YR. TOTAL
Light Duty Electric Truck		60,000	—	—	—	—	60,000
TOTAL BUILDING PERMIT FUND		60,000	—	—	—	—	60,000

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

DEPARTMENT: CAPITAL IMPROVEMENT FUND							
PROJECT(S)	Project Code	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Five YR. TOTAL
City Hall (Design/Engineering/Construction)	CHCOMP	7,200,000	—	—	—	—	7,200,000
City Hall (Furniture/Equipment)	CHCOMP	275,000	—	—	—	—	275,000
City Hall Caricature Pictures	CHCOMP	7,000	—	—	—	—	7,000
City Hall Technology Hardware	CHTECH	410,750	—	—	—	—	410,750
City Hall Construction Impact Fees	CHCOMP	50,000	—	—	—	—	50,000
CRA Cultural Green Space / Wash Through	CHWASH	3,300,000	—	—	—	—	3,300,000
Bicentennial Park Improvements	BICENT	125,000	125,000	1,312,500	1,312,500	—	2,875,000
City Hall - Parking Garage	CHPARK	—	—	—	—	5,400,000	5,400,000
TOTAL CAPITAL IMPROVEMENT FUND		11,367,750	125,000	1,312,500	1,312,500	5,400,000	19,517,750

DEPARTMENT: UTILITIES SYSTEM FUND							
PROJECT(S)	PROJECT CODE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
Collection System Rehab (Slip-Lining)	WRDDEO	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Forcemain (14") Condition Assessment (Lift Station 5)	LIFT05		300,000				300,000
Lift Station Rehabilitation (Pipes/Valves/Panels)	LIFT10		750,000	750,000	750,000		2,250,000
Port Forcemain Air Release Valve Evaluation & Replacement			200,000				200,000
Blake Ave Lateral Inspection & Repair (Sewer Laterals)			125,000				125,000
Inflow & Infiltration (City's Sewer Collection System)	INFINF	1,000,000	2,000,000	1,000,000			4,000,000
A1A Crossover Pipe Replacement Cornerstone	A1APRC	800,000					800,000
Lift Station 3, 5, 8 Rehabilitation (Pipes/Valves/Panels)	LIFT05/ LIFT08		750,000				750,000
Lift Station 14 & 16 Rehabilitation (Pipes/Valves/Panels)	LIFT14			500,000			500,000
Replacement Pump Lift Station 5	LIFT05		65,000	70,000			135,000
Lift Station 14 & 16 Pumps	LIFT14	20,000					20,000
Hydrogen Sulfide Detection Equipment		10,000					10,000
Manhole Smart Covers (5)	WRMHSC		33,000				33,000
Belt Road Sewer & Reclaimed MCC Improvements	WRDMCC		500,000				500,000
Generator For Post Anoxic Tank & Lift Station 4	LIFT04	370,000					370,000
Flood Light Tower Trailer Mounted	WRLITE		12,000				12,000
Tow Behind Air Compressor				25,000			25,000
Replacement Pump Lift Station 4					100,000		100,000
Lift Station 3, 8, 15 Pumps	LIFT08					20,000	20,000
WR 3/4 Ton Pickup Vehicle		45,000	47,250	49,612	52,092	54,696	248,650
WR CCTV Camera Truck		400,000					400,000
WR Straight Flatbed Truck			96,000				96,000
WR Compact Truck						38,896	38,896
WR Front Wheel Loader			200,000				200,000

City of Cocoa Beach

G- 25

Annual Budget Fiscal Year 2024

ORDINANCE NO.1688

Table 1 (continued)

Five Year Capital Improvements Schedule (FY 2015 2024 – 2019 2028)

PROJECT(S)/EQUIPMENT UTILITIES SYSTEM FUND, CONTINUED							
PROJECT(S)	PROJECT CODE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
WR 6 inch Bypass Pump		120,000					120,000
Lift Station 5 Odor Control Panel	LIFT05	250,000	250,000				500,000
Sludge Biosolid Processing Project	WRDBIO	1,500,000					1,500,000
Reuse Ground Storage Tank Repairs					130,000		130,000
150 HP Reuse Pump Repair		17,000					17,000
New Grit Pump			35,000				35,000
Grit Removal System	WRGRIT		250,000				250,000
Grit Pump Flow Meter (2)		12,000					12,000
Waste Activated Sludge Flow Meter			6,000				6,000
Spare Internal Recycle Pump		32,000					32,000
Spare Return Activated Sludge Pump		30,000					30,000
Spare Waste Activated Sludge Pump		18,000					18,000
Filter Cloth Media Replacement					27,000		27,000
Fine Screening System Spiral Screw					8,000		8,000
Fine Screening System Wash Press					18,000		18,000
Fine Screen Trunnion Upgrades				25,000			25,000
Replacement Plant Generator			500,000				500,000
Patrick Space Force Base Sewer Flow Meter			15,000				15,000
RAS Flow Meter			10,000				10,000
Chlorine Contact Chamber Flow Meter - 24"				18,000			18,000
Automatic Reuse Valve Actuators & Valves (7)				300,000			300,000
Injection Well Cleaning				80,000			80,000
250 HP Reuse Flow Meter - 12"				15,000			15,000
Clarifier Rehab Project				1,000,000			1,000,000
Centrifugal Blower (Backup)					300,000		300,000
Headworks Wash Press					115,000		115,000
Fine Screen Drum Replacement					700,000		700,000
Reuse Transfer Pump Replacement					360,000		360,000
Aquadisk Cloth Media Filter						1,500,000	1,500,000
Blower Replacement						50,000	50,000
Engineering Condition Assessment Tier II Pipe Analysis	ECATPA	300,000					300,000
Reclaimed Distribution System Rehab			500,000	500,000	500,000	500,000	2,000,000
Total Utilities		6,924,000	7,644,250	5,332,612	4,060,092	3,163,592	27,124,546

Table 1 (continued)

ORDINANCE NO.1688

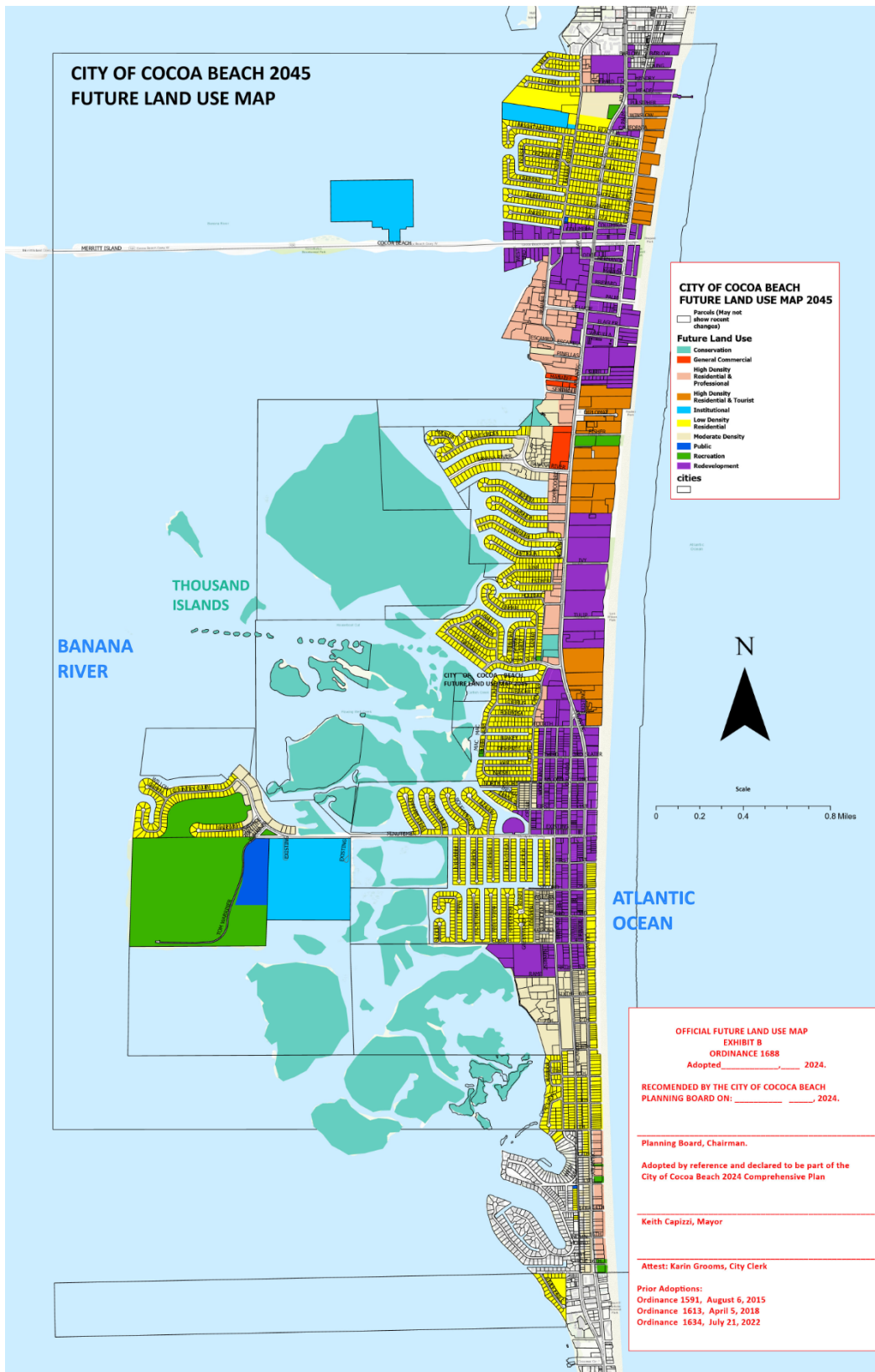
Five Year Capital Improvements Schedule (FY ~~2015~~ 2024 – ~~2019~~ 2028)

DEPARTMENT: STORMWATER UTILITY ENTERPRISE FUND							
PROJECT(S)	PROJECT CODE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FIVE YR. TOTAL
Cedar/Woodland/Brevard/2nd SW Improvements	SWCWB	450,000	6,000,000				6,450,000
Slip Lining of Existing SW Infrastructure	SWSLIP	250,000					250,000
Ramp Road Park SW Improvements	SWRAMP	550,000	750,000				1,300,000
Golf Pond Aquatic Vegetation Harvesting	GLFVEG	600,000					600,000
Brevard Ave S From 8th Street S to 11th Street S Stormwater Improvements			57,500				57,500
Indian Village Trail at A1A Improvements			57,500	120,000	125,000		302,500
ST. Lucie Gardens Bam Dry Pond			40,000	69,000	120,000		229,000
Cocoa Isles Blvd Bam Dry Pond			55,000	50,000	50,000		155,000
Bahama Blvd Bam Swale			55,000	50,000	50,000		155,000
Minor BMPs, Sales, Exfiltration				25,000	25,000	25,000	75,000
Structural Rehabilitation				25,000	25,000	25,000	75,000
Brightwaters- Dorset Outfall System Improvements				60,000	93,750	97,500	251,250
La Riviere Road Bam Dry Pond				55,000	50,000		105,000
Aucila Road BAM Exfiltration Pipe				75,000	60,000		135,000
Brevard Ave S From 9th Street S to 11th Street S Stormwater Improvements				120,000	125,000	130,000	375,000
Boca Ciega Road BAM Exfiltration Pipe				75,000	60,000		135,000
Swale Renourishment & Construction					50,000		50,000
South Banana River Blvd Improvements					62,500	130,000	192,500
June Drive BAM Dry Pond					50,000	55,000	105,000
Crystal River BAM Dry Pond					55,000	50,000	105,000
Brevard Ave South & 4th Street South Improvements						50,000	50,000
4th ST South & Yawl/Sloop/Riverview/Corona Improvements						50,000	50,000
Basin I Flood Improvements						75,000	75,000
South Basin E Flood Improvements						75,000	75,000
Brightwaters Drive BAM Exfiltration Pipe						75,000	75,000
Manatee Lane BAM Dry Pond						75,000	75,000
Stormwater Work Boat		47,000					47,000
TOTAL STORM		1,897,000	7,015,000	724,000	1,001,250	912,500	11,549,750

Source of Funds: Stormwater Utility Fund

Exhibit "B"
FUTURE LAND USE MAP (2045)

ORDINANCE NO.1688



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Randy Stevenson, Director of Development
Services

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

ADOPT ORDINANCE 1689 ON SECOND READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTIONS OF APPENDIX B OF THE COCOA BEACH CODE OF ORDINANCES, LAND DEVELOPMENT CODE; PROVIDING FOR MINIMUM REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); AMENDING ARTICLE IV "DEFINITIONS;" WITHIN CHAPTER I, "PURPOSE AND GENERAL PROVISIONS"; AMENDING ARTICLE III "FLOOD DAMAGE PREVENTION" WITHIN CHAPTER VII "STORMWATER MANAGEMENT AND FLOOD CONTROL"; ALL WITHIN THE LDC; INCORPORATING RECITALS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND EFFECTIVE DATE.

Ordinance 1689 is a request to implement changes to the Land Development Code (LDC) Chapter I and Chapter VII. These changes were determined to be necessary to maintain or improve the City's Community Rating System (CRS) Class 8 rating under the National Flood Insurance Program (NFIP). Ordinance 1689 reflects FDEP recommended changes needed to satisfy the prerequisite requirements of the NFIP, and those necessary for the City of Cocoa Beach to maintain or improve its current CRS 8 rating. Without these changes, the city was informed it could be retrograded to a CRS Class 9 rating.

Staff Representative: Randy Stevenson, Development Services Director

Recommendation: Adopt Ordinance 1689 (Flood Prevention Provisions) and authorize transmittal of adoption to the Florida Division of Emergency Management (FDEM) and Federal Emergency Management Agency (FEMA).

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

At the Regular City Commission meeting of October 3, 2024, the City Commission approved the first reading of Ordinance 1689 implementing changes to the Land Development Code (LDC) Chapter I and Chapter VII. These changes were determined to be necessary to maintain or improve the City's Community Rating System (CRS) Class 8 rating under the National Flood Insurance Program (NFIP).

Ordinance 1689 reflects FDEP, and staff recommended changes determined to satisfy the prerequisite requirements of the NFIP, and those necessary for the City of Cocoa Beach to maintain or improve its current CRS rating. Without these changes, the city was informed it would be retrograded to a CRS Class 9 rating.

ORDINANCE NO. 1689

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTIONS OF APPENDIX B OF THE COCOA BEACH CODE OF ORDINANCES, LAND DEVELOPMENT CODE; PROVIDING FOR MINIMUM REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); AMENDING ARTICLE IV “DEFINITIONS;” WITHIN CHAPTER I, “PURPOSE AND GENERAL PROVISIONS”; AMENDING ARTICLE III “FLOOD DAMAGE PREVENTION” WITHIN CHAPTER VII “STORMWATER MANAGEMENT AND FLOOD CONTROL”; ALL WITHIN THE LDC; INCORPORATING RECITALS; AND PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes requires that municipalities maintain Land Development Regulations that are consistent with and implement their Comprehensive Plans; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Cocoa Beach participates in the National Flood Insurance Program and participates in the NFIP’s Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 8, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Cocoa Beach to maintain the current CRS rating, all manufactured homes and other listed improvements installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City of Cocoa Beach Commission determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and other listed improvements, and to continue participating in the Community Rating System at the current class rating.

WHEREAS, the City Commission finds that an update to Appendix B of the Cocoa Beach Code of Ordinances will provide development guidelines and regulations which are more objective and detailed with a greater clarity of language; and

WHEREAS, the Planning Board and the City Commission both find that the proposed amendments are consistent with the City Charter and will be internally consistent with the remainder of the City Code of Ordinances and Comprehensive Plan; and

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

SECTION 1. Recitations. The above recitals are true and correct and by this reference are hereby incorporated herein and made an integral part hereof as though fully set forth herein.

SECTION 2. Enactment. Appendix B of the Cocoa Beach Code of Ordinances, entitled Cocoa Beach Land Development Code (LDC) is hereby amended to read as set forth in the following attached exhibits incorporated herein.

- Exhibit A amending Article IV “Definitions” within Chapter 1 “Purpose and General Provisions”.
- Exhibit B amending Article III “Flood Damage Prevention” within Chapter VII Stormwater Management and Flood Control”

SECTION 3. Codification. The provisions of this Ordinance 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 an intention. Text shown as underline is being added and text shown as ~~cross-out~~ is being removed.

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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 6. Effective Date. This ordinance shall become effective upon adoption by the City Commission.

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:

Karen Groom
City Clerk

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

CHAPTER I PURPOSE AND GENERAL PROVISIONS

ARTICLE I. PURPOSE AND INTENT

ARTICLE IV. DEFINITIONS¹**Section 1-20. Definitions of words, terms, and phrases.**

- A. *Purpose.* For the purpose of these Land Development Code (LDC) regulations, certain words and terms shall be interpreted to have meanings as defined herein. When words or terms are not defined, their most commonly accepted meaning shall apply. The context in which the word or term is used may imply the intended meaning. Words used in the present tense include the future tense; the singular number includes the plural and the plural includes the singular. The words "shall", "must" and "will" are mandatory; the words "may" or "might" are permissive. The masculine gender shall imply the feminine and neuter genders and vice versa. The words "used" or "occupied" include the words intended, designed, maintained, or arranged to be used or occupied. The word "lot" includes the words plot, tract or parcel. The word "structure" includes the word building and vice versa. The word "land" includes the words marsh, water, or swamp.
- B. *Definitions.* For the purpose of these regulations, the following definitions apply, unless they are found to be inconsistent with the intent of the city commission, the City Charter or the Comprehensive Plan:
1. *Abut/abutting.* To have a common property or zoning district line.
 2. *Accepted planning standards and practices.* The planning standards and practices which are generally accepted and used by the American Institute for Certified Planners (AICP).
 3. *Accessory dwelling unit.* A secondary residential unit, which can be attached or detached, located on the same property as the principal residential structure.
 4. *Accessory structure or facility.* A detached subordinate structure located on the same property as the principal structure but with a use that is incidental to the primary use. Examples include, but are not limited to, a shed or pergola.
 5. *ADA (Americans with Disabilities Act).* A civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.
 6. *Adjacent.* Touching, next to or contiguous, having a common border
 7. *Administrator.* The development services director for the city, who is responsible for the administration of the Comprehensive Plan and Land Development Code regulations; who may engage the assistance of other city staff and area professionals, as required; and whose determinations are subject to review by the city manager.
 8. *Administrative approval.* Approval received and only required by the administrator, subject to review by the city manager.
 9. *Administrative waiver.* A grant of permission by the administrator, according to the procedures within section 4-42, that authorizes an applicant to deviate from specific standards or provisions of these regulations.

10. *Adult entertainment/establishment.* An adult theater, adult store, adult performance establishment, commercial contact parlor, sexual encounter business, or escort service.
11. *Aggrieved person or party.* Person or entity who is dissatisfied with an interpretation of the LDC regulations by the administrator or other city staff or the final ruling on a case heard by the planning board, board of adjustment or the city commission.
12. *Alcoholic beverage establishment.* Those establishments selling alcoholic beverages, as licensed by the state, such as bars, cocktail lounges and nightclubs, but not including restaurants where at least fifty-one (51) percent of the sales are food sales or hotel/motel pool bars which provide alcoholic beverage services exclusively to guests.
13. *Alley.* See *street, alley*.
14. *Alteration.* Any change in size, shape, character, occupancy or use of a building or land, including a change in the amount of impervious surface.
15. *Apartment house.* See *dwelling, multi-family*.
16. *Applicant.* The person or agent responsible for completing a city application.
17. *Appurtenances.* See *Building element*.
18. *Aquatic Preserve.* Those sovereign lands established by the state and managed under the provisions set forth in F.S. Chapters 253 and 258, as amended.
19. *Artist workspace/dwelling.* A combination working studio and dwelling unit for artists.
20. *ASCE 24.* A standard titled flood resistant design and construction that is referenced by the Florida Building Code. The standard states the minimum requirements and expected performance for the siting, design and construction of buildings and structures in flood hazard areas that are subject to building code requirements.
21. *Assisted living facility/adult congregate living facility.* A combination of housing, personalized supportive services, and health care designed to meet the individual needs of persons who need help with the activities of daily living, but do not need the skilled medical care provided in a higher level nursing facility. A nursing home is typically a home for the aged, chronically ill, or persons with incurable conditions in which three (3) or more persons not in the immediate family are received, kept or provided with food and shelter or care for compensation; but not including hospitals, clinics or similar institutions devoted to the diagnosis and treatment of the sick or injured.
22. *Automobile maintenance facility, body shop, automobile mechanics garage, service or filling station or vehicle repair shop.* Buildings and premises where automobiles and other vehicles, such as scooters, motorcycles, boats, RVs, aircraft, golf carts, etc., may be worked-on, serviced, repaired, painted, rebuilt, fueled, tinted, enhanced, customized or otherwise have work done on or to them, such as: body shops; mechanical garages; and service/filling stations.
23. *Average daily traffic.* The average number of vehicles crossing a specific point on a roadway on an average weekday.
24. *Awning.* Any roof like overhang or flexible covering extended from the outside wall of a building.
25. *Balcony.* A horizontal flat surface that projects from the wall of a building, is enclosed by a parapet or railing, and is entirely supported by the building.

26. *Bar*. A business whose primary activity is the sale of alcoholic beverages to be consumed on premises. Bars include taverns, night clubs, private clubs, and similar facilities serving alcoholic liquor.
27. *Base flood*. The flood having a one percent chance of being equaled or exceeded in any given year. This is the regulatory standard also referred to as the "100-year flood." The base flood is the national standard used by Federal agencies for regulating new development. Base flood elevations (BFEs) are typically shown on flood insurance rate maps (FIRMs).
28. *Base flood elevation*. The computed elevation relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or as specified on the Flood Insurance Rate Map (FIRM) to which floodwater including wave height is anticipated to rise during the base flood. Base flood elevation (BFE) zones are shown on flood insurance rate maps (FIRM) and on the flood profiles. The BFE is the regulatory requirement for the elevation or flood proofing of structures.
29. *Basement*. For the purposes of Chapter VII, the portion of a building having its floor subgrade (below ground level) on all sides.
30. *Bed and breakfast establishment*. A family home structure, with no more than ten (10) sleeping rooms, which has been modified to serve as a lodging establishment, is personally and physically operated and occupied by an owner or manager, where transient guests are permitted to reside and where payment is exchanged for this service.
31. *Best management practices (BMP)*. Methods or techniques found to be the most effective and practical means in achieving an objective, while making the optimum use of the available resources. Examples of BMPs on a construction site include silt fences, inlet protection, and site-stabilization techniques.
32. *Block*. An area of land completely surrounded by private or public streets, easements, waterways or other natural physical barriers.
33. *Boat slip*. A space designed for the mooring or embarking/disembarking of a single watercraft and usually projecting from a dock or shoreline.
34. *Buildable area*. The area remaining on a lot or parcel, after the minimum setbacks have been met, and outside of any property drainage or utility easements.
35. *Building/development permit and/or agreement*. The permit issued or an agreement entered into by the city and the applicant to allow construction to commence on a building, subdivision or parcel of land. Also referred to as a development order.
36. *Building element*. An architectural feature, including, but not limited to, windows, columns, awnings, chimneys or decorative ornaments. On the top of buildings elements include, but are not limited to, elevator shafts, stairways, mechanical equipment, chimneys, skylights, railings, antennas, roof peaks or parapet walls. Also referred to as an appurtenance.
37. *Building, height of*. The vertical distance from the finished grade, or other legally required minimum elevation, of the site as measured twelve (12) inches from the outside wall of the building to the highest point of the finished roof deck elevation (top of the roof deck) of a flat roof, or to the highest bearing point of the roof trusses or roof joists for gable, hip or gambrel roofs, provided any habitable space above the bearing point of the trusses or joists shall be solely for the use of occupant of the floor immediately below and not used as separate occupancy. This definition is for purposes of implementing the regulation of building height found in chapter II "zoning" and chapter III "design standards" of these regulations only.

38. *Building painting/mural*. A painting, drawing, or image applied to an external wall which is considered generic art and does not graphically depict a business-related product or service. Any business-related wording or graphics in the painting, drawing, or image shall be considered signage and, as such, shall require zoning authorization.
39. *Building setback lines*. Lines established by these regulations along the front, rear and sides of a lot, which governs the location where structures may be placed on a lot.
40. *Building width*. The distance from one (1) side of a building frontage to the other.
41. *Canal*. See Waterway.
42. *Certificate of occupancy (CO) or temporary (TCO)*. A document, certified by the chief building official, which certifies a building was constructed in accordance with all building codes, and which may now be opened, used and/or occupied permanently (CO) or for a defined, finite period of time (TCO).
43. *Change of use or occupancy*. Replacement of an existing use and/or occupancy with another.
44. *Chief building official (CBO)*. The licensed individual responsible for the administration of the Florida Building Code within the city. Other qualified individuals may be employed under the supervision of the chief building official.
45. *City*. The City of Cocoa Beach, Brevard County, Florida.
46. *Civic/public*. Civic/public areas are used for functions of public benefit such as parks and recreation, conservation areas that are dedicated to the public and governmental uses such as city hall, Cocoa Beach Junior/Senior High School, and the U.S. Post Office.
47. *Clearance*. The height above the sidewalk, roadway or other flat surface, to the lowest point of an element such as an overhang, balcony, awning, etc.
48. *Clinic*. A building where patients are admitted for examination and treatment by one (1) or more persons practicing any form of healing arts, which are licensed in the State of Florida.
49. *Coastal construction control line (CCCL)*. The line ~~of jurisdiction defining the landward limit of the authority of FDEP to regulate construction, as~~ established pursuant to the provisions of F.S. § 161.053, and recorded in the official records of the county. The CCCL defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions.
50. *Coastal construction general permit line (GP)*. The line that defines the seaward limit where general permits can be issued by FDEP for construction activities, is established pursuant to the provisions of F.S. § 161.053(18), and is recorded in the official records of the county. Also referred to as the *Coastal construction setback line (CCSBL)* or the 1981 CCCL.
51. *Coastal high hazard area*. For the purposes of Chapter VII, a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. ~~*Coastal high hazard area*. Coastal areas below the elevation of the category 1 storm surge line as established by sea, lake, and overland surges from hurricanes (SLOSH) computerized storm surge model and/or which are designated on the Federal Emergency Management Agency (FEMA) FIRM map as zone VE.~~

52. *Coastal construction setback line (CCSBL)*. See *Coastal construction general permit line (GP)*.
53. *Colonnade, gallery or arcade*. A covered, open-air walkway at standard sidewalk level attached to or integral with a building frontage; the structure overhead is supported architecturally by columns or arches along the sidewalk.
54. *Commercial use*. Buildings, structures or uses designed or intended for transacting commercial business, including hotels and motels, retail or professional activities of any kind.
55. *Commercial parking*. A parking lot, area or garage operated with the intent of collecting money for the ability to park vehicles.
56. *Commercial vehicle*. Any motor vehicle, trailer, or semi-trailer designed or used to carry freight, passengers for a fee, or merchandise in the furtherance of any commercial enterprise and having a gross weight of more than ten thousand (10,000) pounds.
57. *Commission*. The city commission of the City of Cocoa Beach.
58. *Common open space*. An approved and dedicated area of land and/or water designed and intended for the recreational use and enjoyment of residents living within a residential subdivision.
59. *Common space*. Generally, the part of a building shared as communal space by occupants.
60. *Compact Car*. Cars having a wheelbase of approximately one hundred (100) inches to one hundred nine (109) inches and further defined by the United States EPA.
61. *Community residential home*. A dwelling unit licensed to serve clients of the Florida Department of Children and Families, which shall be categorized by levels according to the number of assigned residents on the premises as well as the zoning district in which it is a permitted use. Residents of these homes shall be as defined in F.S. § 419.001(1)(d). Level I permits includes six (6) or fewer residents, level II permits up to nine (9) residents and level III permits up to fourteen (14) residents.
62. *Conforming*. A building, land or use that complies with the LDC or any amendments thereto.
63. *Construction*. Any on-site intentional activity that will result in the change of the natural or existing site or building characteristics, including, but not limited to, land clearing or any alterations to property contours, grading, or elevations; the demolition, creation, or alteration of structures; or any changes to the amount of impervious area or ability of the property to manage stormwater.
64. *Contractor and trade operation*. An establishment that is primarily engaged in providing an off-site service but which maintains a business office and inventory or equipment at a central location, such as a general contractor or subcontractor, pest control operator, caterer, surveyor, etc.
65. *Convalescent facility*. A housing or medical clinic that allows the gradual recovery of health and strength after an illness or injury.
66. *Crown of road*. The elevation of the highest part of the vehicle travel-way surface on a right-of-way. If used to measure the height of buildings or structures, the elevation of the crown of road shall be calculated by averaging the three (3) elevations of the crown at the points of intersection of the crown and an extension of the property's side lot lines and at the crown located midpoint between the extensions of the property's side lot lines.
67. *County*. The County of Brevard.

68. *DBPR (Department of Business and Professional Regulation).* The agency charged with licensing and regulating businesses and professionals in the State of Florida, such as, but not limited to, cosmetologists, veterinarians, real estate agents, restaurants, and vacation rentals.
69. *Density.* An objective measurement of the number of residential units allowed per unit of land (acre).
70. *Design flood.* The flood associated with the greater of the following two areas:
- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
 - (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
71. *Design flood elevation.* The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.
72. ~~69.~~ *Development.* Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities. This includes ~~construction, installation, building construction alteration,~~ and demolition or removal of a structure or an impervious surface; clearing, scraping, grubbing or otherwise removing, altering or destroying the vegetation of a site; adding, removing, exposing, ~~excavating,~~ leveling, ~~grading,~~ digging, burrowing, dumping, piling, ~~dredging,~~ or otherwise significantly disturbing the soils or altering the natural topographic elevations of the site. Any installation, alteration, ~~building, construction,~~ renovation, material change in the use or appearance of a structure or in the land itself, which can also include the division of land into lots, a change in the intensity or use of the land, an increase in the number of dwelling units in a structure or on the land.
- Development, small scale. Development on a site that is less than three (3) acres and contains structures totaling less than thirty thousand (30,000) square feet.
 - Development, large scale. Development on a site of three (3) acres or greater or contains structures totaling thirty thousand (30,000) square feet or greater, or both.
73. *Development plan, site plan, plat, preliminary plat, final plat, record drawings or construction plans.* A graphic presentation, typically in the form of plans or drawings, which may include a detailed map drawn to an accepted scale, to depict how a property is or shall be developed.
74. *Dormitories.* A building primarily used for and containing sleeping accommodations for students or instructors affiliated with an educational institution, churches, athletic teams, or other groups.
75. *Drive-through facility.* Any establishment that provides physical facilities which allow its customers to obtain food, goods or receive services while remaining in their motor vehicles.
76. *Dune.* An accumulation of sand in ridges or mounds landward of the beach.

77. *Dwelling area*. The total internal usable space on all floors of a structure, not including porches, balconies, terraces, stoops, patios, or garages.
78. *Dwelling, accessory*. See *Accessory dwelling unit*.
79. *Dwelling or dwelling unit*. A single unit, providing complete living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
80. *Dwelling, single-family*. A permanent, detached, private, residential building designed to be used as a home or residence for one (1) family.
81. *Dwelling, multi-family, townhouse, apartment building, or a house/group development*. A permanent building designed to have multiple dwelling units which are to be used by three (3) or more families. This does not include *Transient accommodations*.
82. *Dwelling, two-family or duplex*. A single building designed with two (2) separate dwelling units which are to be used by two (2) separate families.
83. *Easement*. A granted strip of privately owned land which shall provide access to either the general public, a governmental entity or a utility corporation, for public utilities, drainage or other specified purposes, where access is needed onto private property.
84. *FAR*. See *Floor Area Ratio*.
85. *FEMA (Federal Emergency Management Agency)*. The agency which coordinates the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or man-made, including acts of terror and administers the National Flood Insurance Program.
86. *Fence wall*. An artificially constructed barrier of wood, masonry, stone, wire, metal, or other manufactured material or combination of materials erected to enclose, screen, or separate areas.
87. *Fingerfill*. A manmade portion of land nearly surrounded by water, containing a street ending in a cul-de-sac and having lots which typically abut both the street and waterway.
88. *Finished floor elevation (FFE)*. The elevation of the top of the structural slab or foundation.
89. *Fireworks*. Any combustible or explosive composition or substance or combination of substances or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, as defined by F.S. § 791.01(4)(a). The term "fireworks" does not include those devices and materials defined by F.S. § 791.01(4)(b) and (c).
90. *Flea market*. An open-air or enclosed market for the sale of new or used merchandise which is typically sold by various merchants.
91. *Flood or flooding*. A general and temporary condition of partial or complete inundation of normally dry land from:
(1) The overflow of inland or tidal waters.
(2) The unusual and rapid accumulation or runoff of surface waters from any source.
92. *Flood control*. Any undertaking for the conveyance, control, and dispersal of flood waters.

93. *Flood damage-resistant materials.* Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.
94. *Flood hazard area.* The greater of the following two areas:
- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
 - (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
95. ~~*Flood insurance rate maps (FIRM).* The maps created for the National Flood Insurance Program (NFIP) used by all municipalities for determining flood zones and flood insurance rates.~~ The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.
96. *Flood insurance study (FIS).* The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data (also see FBC, B, Section 1612.2.). A compilation and presentation of flood risk data for specific watercourses, lakes, and coastal flood hazard areas within a community. When a flood study is completed for the National Flood Insurance Program (NFIP), the information and maps are assembled into an FIS. The FIS report contains detailed flood elevation data in flood profiles and data tables.
97. *Floodplain administrator.* The office or position designated and charged with the administration and enforcement of floodplain resources and flood mitigation. Sometimes referred to as the floodplain manager.
98. *Flood profile.* A graphical representation of the elevations of the water surface of the 100-year flood along the watercourse.
99. ~~*Floodway.* The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.~~
99. *Floor area ratio (FAR).* The measurement (ratio) of the intensity of a building development on a site, most commonly applied to non-residential development. The FAR is the ratio of the gross floor developed area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.
100. *Floor area, gross.* The total horizontal areas of all floors, including penthouses (excluding areas in a building used for parking) measured from the exterior walls of a building.
101. *Floor area, base.* The enclosed livable floor area within a dwelling, exclusive of open or screened porches, breezeways, terraces, carports, garages or patios.
102. *Floor area, net.* The total horizontal areas of all floors, including penthouses (excluding areas in a building used for parking) measured from the interior walls/surfaces of a building, less areas of non-usable space by patrons of the building, such as walls, utility closets or mechanical rooms.
103. *Florida Building Code.* The set of minimum standards which govern the design, construction, erection, alteration, modification, repair and demolition of public and private buildings, structures, and facilities in Florida, and which is adopted, updated

and administered by the Florida Building Commission, a division of the Department of Business and Professional Regulation (DBPR).

104. *Forecourt*. A private frontage wherein a portion of the facade is close to the front property line and the central portion is set back from the front property line.
105. *Freeboard*. Additional height above a specified minimum used as a factor of safety. Freeboard compensates for factors that may increase the depth of flooding.
106. *Functionally dependent use*. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.
107. *Gambling*. Participation, which shall include setting up, promoting, playing, participating, staking, betting or wagering, knowingly aiding, assisting or abetting, in the following events: (i) those games of cards, keno, roulette, faro or other game of chance, at any place, by any device whatever, for money or other thing of value; (ii) any game or drawing of chance by lot or with dice, cards, numbers, hazards or any other gambling device whatever for, or for the disposal of money or other thing of value or under the pretext of a sale, gift or delivery thereof, or for any right, share or interest therein; and (iii) any trial or contest of skill, speed or power or endurance of human or beast. The intent of the definition is to prohibit commercialized gambling, including, but not limited to, "Las Vegas-style casinos," professional card rooms and internet gambling style cafes. It is not intended to include permitted lotteries, such as the state lottery, bingo games, such as those organized by charitable, nonprofit or veterans' organizations, penny-ante games, including, but not limited to, those games operated solely in a personal dwelling (e.g. neighborhood poker game), bowling tournaments, arcade style games wherein coupons or points may be exchanged for merchandise only, or game promotions in connection with, and incidental to, the sale of legitimate products or services or legitimate promotional giveaways.
108. *Garage, parking*. A building/structure or portion thereof used exclusively for the storage or parking of vehicles.
109. *Garage, private*. A detached building or a portion of the principal building, used for the storage or parking of automobiles by the property occupants. A carport is a private garage.
110. *Garage sale*. The sale of old, used or unwanted personal household items, articles and effects on a residential lot by the property owner or occupant. Garage sales shall not include any new or used items, articles or effects which have been purchased for the purpose of resale at the garage sale.
111. *Grade*. The surface of the ground.
 - *Existing grade*. The vertical elevation of the ground surface prior to any development or redevelopment activity.
 - *Finished grade*. The final grade, after development, of the site that conforms to the approved site plan.
 - *Highest adjacent*. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.
112. *Habitable space*. Any enclosed space used, or intended for use, on a day-to-day basis by people for residential purposes, or for purposes of conducting commercial business, or for purposes of a similar nature. Space used for storage or parking is not a habitable space.

113. *Helipad/helipad*. A landing pad or area designed and built solely to land helicopters, but not to maintain or store them.
114. *Historic structure*. Any structure that is accredited as being of historic significance by a state or local authority after careful review of the historical value of the building or structure and therefore determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings. Other considerations including the structural condition of the building its proposed use, its impact on life safety and how the intent of the code, if not the letter, will be achieved, will be considered.
115. *Home occupation*. Any lawful business use inside a residential home as defined by city codes, as a secondary use to the residential dwelling and which does not change the residential character of the neighborhood.
116. *Hotel or motel*. See *transient accommodations*.
117. *Impervious surface*. A surface that has been covered with a layer of material or has been compacted to the point that the surface becomes highly resistant to infiltration by water. It includes most conventionally surfaced streets, roofs, sidewalks, parking lots, swimming pools, wet pond surface areas at normal or control elevation, and other similar nonporous surfaces. A surface covered with material such as gravel or coquina is impervious.
118. *Industrial use*. An activity involving the research, development, manufacturing or repair of goods, materials, components, devices, equipment or systems, and associated storage.
119. *Institutional use*. Public and quasi-public buildings and uses for public assemblage such as, libraries, city hall buildings, fire and police stations, hospitals, sanitariums, convalescent homes, public/private schools, public/private camps and clubs, and similar types of uses.
120. *Junkyard*. An area or place containing any scrap materials or whole items which are purchased or collected for the purpose of selling, storing, dismantling, recycling or processing for profit as a commercial business.
121. *Kennel*. A business location where four (4) or more dogs, cats or combination of both over four (4) months old are kept.
122. *Land clearing*. The removal of vegetation from a site, parcel or lot beyond those activities considered to be routine land maintenance, such as mowing, trimming or pruning.
123. *Landscaping*. The use of plants, construction, and grading to create a desired effect. Landscaping elements may consist of, but are not limited to, turf and other ground covers, shrubs, vines, hedges, and trees, as well as cover materials, such as mulch, stones, etc. Landscaping related terms are as follows:
- *Caliper*. A nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four (4) inches shall be measured six (6) inches above the soil line. Trees greater than four (4) inches in caliper shall be measured twelve (12) inches above the soil line.
 - *DBH (diameter at breast height)*. A standard measurement of a tree trunk diameter as measured at a predetermined point of measurement. Trunks of existing trees shall be measured at four and one-half (4½) feet above the soil line. For multitrunked trees, the DBH shall mean the cumulative diameter of the two (2) largest trunks divided by two (2).
 - *Existing tree*. An existing healthy species of tree with a minimum DBH of one and one-half (1½) inches which normally grows to a mature height of forty (40) feet or

more and is not listed as a prohibited plant. Existing trees may be counted to meet some portions of this Code.

- *Florida-friendly landscaping.* A statewide program that encourages landscape design, installation, and maintenance practices that conserve water, reduce runoff of fertilizers, and minimize the need for pesticides (<http://www.floridayards.org/>).
- *Ground cover.* A low-growing plant that grows over an area of ground providing protection from erosion and inhibiting weed growth.
- *Hedge.* A planting of shrubs and trees, forming a compact, dense, living barrier which screens an area from view.
- *High-water use zone.* An area(s) of a property that receives the application of landscape irrigation by use of rotors or sprays with application rates greater than sixty (60) gallons per hour (gph).
- *Irrigation plan.* A scaled plan (no greater than 1:40 scale) showing protected trees, turf and high-, moderate-, and low-water use zones separately outlined and illustrated with their separate zones of irrigation, indicating pipe size and layout, the location and type of irrigation heads and valves, and water supply.
- *Landscape buffer.* An area of landscaping separating two (2) distinct land uses, or a land use and a public right-of-way, acting to soften or mitigate the effects of one (1) land use on the other.
- *Landscape plan.* A scaled plan (no greater than 1:40 scale) showing the whole property, plant materials, complementary hardscape elements such as fountains, sculpture, masonry, walls, tree wells, and water use areas.
- *Landscape architect.* A design professional registered in the state as defined by F.S. § Chapter 481, Part II, Landscape Architecture
- *Low-water use zone.* An area(s) of a property that receives the application of landscape irrigation by only rainfall or the use of micro-irrigation.
- *Ordinary high-water level.* The level that the Indian River Lagoon can be expected to reach during an "ordinary" wet season.
- *Prohibited plant species or invasive plant.* A tree or plant that disrupts naturally occurring native plant communities as determined by the University of Florida (UF), Institute of Food and Agricultural Sciences (IFAS) Plant Directory, latest edition, or the Florida Exotic Pest Plant Council's (FLEPPC) List of Invasive Plant Species, most recent edition.
- *Rain sensor.* A device connected to the automatic controller of an in-ground irrigation system that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.
- *Shade tree.* A species of tree which normally grows to a mature height of forty (40) feet or more, and which is a minimum of twelve (12) feet in height and a minimum of three (3) inch DBH at planting.
- *Shrub.* A woody plant that is smaller than a tree and has several main stems arising at or near the ground.
- *Understory tree.* A species of tree whose mature height is expected to range between fifteen (15) feet and forty (40) feet, and which is a minimum of six (6) feet in height and a minimum of one (1) inch DBH at planting.

- *Water use zones.* Distinct portions of a property that are of a low-, moderate-, or high-water use, and which are irrigated with separate irrigation zones on separate programs.
124. *Laundry, self-service.* A business location where patrons go to do their laundry and pay for the use of clothes washing and drying machines and where other laundry services may be provided.
125. *Legal nonconforming.* Any characteristic of a building, property or use which lawfully existed prior to the enactment of these regulations but does not comply with the current regulations.
126. *Letter of Map Change (LOMC).* An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
- *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
 - *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
 - *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
 - *Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.
127. *Level of service (LOS).* A method used to measure the amount of service proposed or provided by a public facility based on its operational characteristics.
128. *LID (Low impact development).* Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat
129. *Light-duty truck.* As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:
- *Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or*
 - *Designed primarily for transportation of persons and has a capacity of more than 12 persons, or*
 - *Available with special features enabling off-street or off-highway operation and use.*

130. *Lighting*. Any fixed source of light emanating from a man-made device, including but not limited to incandescent, mercury vapor, fluorescent, halogen, or LED. Lighting related terms are as follows:
- *Accent lighting*. Lighting used as an enhancement to an architectural feature of a building, sign or other manmade improvement and it includes lighting to enhance landscape features. Such lighting is designed to be subtle and muted and not to create unnecessary reflection or glare.
 - *Animated lighting*. Flashing, moving or changing lights.
 - *Beacon*. A light with one (1) or more beams directed into the atmosphere or at one (1) or more points not on the same property as the light source, or any beam of light which rotates.
 - *Foot candle*. A measure of illumination on a surface that is everywhere one (1) foot from a uniform point source of light of one (1) candle and equal to one (1) lumen per square foot.
 - *Full light cutoff*. Fixtures shielded in such a manner that all light rays emitted are projected only through the bottom of the fixture.
 - *Light trespass*. Unwanted light emitted beyond the boundaries of the property on which the light fixture is located, detrimentally affecting residents, vehicle operators, watercraft operators and pedestrians.
 - *Lumen*. A unit of luminous flux. One (1) lumen per square foot is equal to one (1) foot candle.
 - *Turtle friendly lighting*. Coastal lighting which is certified and approved by the Florida Fish and Wildlife Conservation Commission (FWC).
131. *Liner building*. A building constructed in front of a parking garage, cinema, supermarket, etc. to conceal large expanses of blank wall area and to face the street space with a façade that has doors and windows opening onto the sidewalk.
132. *Live/work unit*. A single dwelling unit in a detached building or in a multi-family or mixed use building that also accommodates limited commercial uses within the dwelling unit. The predominant use of a live/work unit is residential, and commercial activity is a secondary use.
133. *Living shoreline*. Stabilized coastal edge made of natural materials such as plants, sand, or rock.
134. *Loading zone, off-street loading*. An unobstructed area on private property at least twelve (12) feet by thirty (30) feet in area that is provided and maintained for the temporary parking of trucks or other vehicles for the purpose of loading or unloading goods, wares, materials, and merchandise.
135. *Lot, lot of record or metes and bounds parcel*. A parcel of land with a legal description with frontage onto an improved public or private street that is recorded with the county. Related terms are provided below:
- *Corner lot*. A lot where two (2) intersecting sides abut public or private streets on perpendicular lot lines. A side lot line abutting a street, which is not a front lot line as defined below, is a side street lot line.
 - *Double frontage lot*. A lot with frontage on two (2) parallel streets on opposing lot lines.
 - *Front lot line or frontage*. The property line that abuts a street, except on a corner lot where the front lot line is determined by the property address, unless special

circumstances exist which require an administrator interpretation. Typically, but not always, the shortest lot line abutting a street is considered the lot frontage.

- *Interior lot.* A lot other than a corner or double frontage lot.
 - *Lot area.* The square footage of a lot measured within the lot boundary lines.
 - *Lot coverage.* A measure of the intensity of land use that represents the portion of a site that is an impervious surface, expressed as a percentage of the total lot area. This portion includes but is not limited to all areas covered by building, parking structures, driveways, gravel or rock, roads, sidewalks, pools, and any areas of concrete, asphalt, gravel, rock or other impervious material.
 - *Lot depth.* Distance measured in a straight line between the midpoint of front and rear lot lines. Lots of an irregular shape may use the midpoint of the rear and front lot lines when determining depth.
 - *Lot lines.* The property boundary lines of a lot.
 - *Lot split.* The division of a single lot into two (2) legal lots of record where both lots have frontage onto a public or private improved street.
 - *Lot width.* The distance between two (2) side lot lines. Lots of an irregular shape may use the midpoint of each side lot line to determine width.
 - *Rear lot line.* The lot line opposite and parallel or approximately parallel to the front lot line.
 - *Reverse frontage lot.* A lot that has double frontage onto an arterial or collector street on one (1) side, and onto a local street on the opposite side of the lot.
 - *Side corner lot line.* A lot line which is perpendicular or approximately perpendicular to the front lot line, and which runs parallel or approximately parallel to the side street of a corner lot. Also referred to as *Side street lot line*.
 - *Side lot line.* The two (2) lot lines that are not the front or rear lot lines, as established herein.
 - *Single tier lot.* A lot where the rear lot line abuts a highway, any kind of physical barrier, or a nonresidential district that prohibits vehicular access onto the lot from the rear lot line.
 - *Side street lot line.* See *Side corner lot line*.
 - *Waterfront lot.* Any lot with a rear or side yard not separated from a waterway by any dedicated road or other platted parcel.
 - *Zero lot line.* Buildings/structures built along one (1) or more lot lines, without setbacks.
136. *Lowest floor.* ~~The floor with the lowest elevation within a building or structure including sunken living rooms, basements, or uninhabitable spaces.~~ The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.
137. *Manufactured home.* ~~A detached dwelling unit or office unit which is transported to the site in large pre-manufactured sections and assembled on site and on a permanent foundation.~~ A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent

foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

138. *Manufactured home park or subdivision.* A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
139. *Marijuana dispensary.* A location where a qualified patient or their caregiver (both as defined in Florida State Statutes) can access cannabis in a legal and safe manner.
140. *Marina, commercial.* A business that stores, services, fuels, launches, and/or secures boats and may provide related services for owners, crews, and guests.
141. *Market value.* For the purposes of Chapter VII, the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.
142. *Marquee.* A permanent roof architectural projection, the sides of which are vertical and are intended for the display of signs and which provides protection against the weather for the pedestrian, and which is supported entirely from an exterior wall of a building.
143. *Masonry wall.* A wall and footing constructed of masonry material meeting the requirements of the Florida Building Code and Land Development Code.
144. *Mixed-use development.* A development that includes two (2) or more physically integrated uses on one (1) site or within one (1) structure. This can be any combination of residential, retail, office, or other uses. Mixed-use developments of less than three (3) acres are not permitted to have both permanent occupancy dwellings and transient accommodations.
145. *Mobile food dispensing vehicle.* A public food service establishment mounted on wheels and axle(s) that is movable from place to place and, if applicable, includes self-contained utilities, such as gas, water, electricity, and liquid waste disposal. Examples are a food truck or hot dog cart.
146. *Mobile home.* A detached mobile dwelling or office unit built onto its own chassis and wheels which can be transported on streets and highways.
147. *Mobile home park.* Premises where spaces can be rented or sold for the temporary or permanent placement of a mobile home, including any land or facilities used by the mobile home occupants.
148. *Motor vehicle.* Any self-propelled vehicle designed primarily for transportation of persons or goods along public rights-of-way.
149. *Multi-use path.* A form of infrastructure, usually located along the side of a street but wider than a traditional sidewalk, that supports multiple recreation and pedestrian transportation opportunities, such as walking, bicycling, and skating, with access for wheelchairs and strollers.
150. *Mural.* See Building painting/mural.
151. *NAVD88 or North American Vertical Datum.* The vertical control datum of orthometric height established for vertical control surveying in the United States.
152. *New construction.* For the purposes of Chapter VII, structures for which the "start of construction" commenced on or after June 16, 1972 and includes any subsequent improvements to such structures.
153. *Nursery school.* A day school for the care and instruction of pre-school age children.

154. *Nursing home.* A public or private residential facility providing a high level of personal or nursing care for persons, such as the aged or chronically ill, who are unable to care for themselves.
155. *Ocean park and/or public beach.* The city managed and maintained public beach area found within the corporate limits of the city which is between the top of the dune line of the beach and a line parallel thereto and five hundred (500) feet east therefrom. Also known as Ocean Beach Park.
156. *Official city maps or plans.* Maps/plans officially adopted by the commission used for development, to delineate between various and different districts or for informational purposes.
157. *Open space.* Land that is set aside to remain undeveloped and, in the case of public open spaces, may be utilized as civic/public areas.
158. *Open storage area.* An outdoor area used to store equipment, materials, or products.
159. *Owner.* The person who owns the whole or a part of a building or land.
160. *Pain management clinic.* Any publicly or privately owned facility that advertises in any medium for any type of pain-management services or where in any month a majority of patients are prescribed opioids, benzodiazepines, barbiturates, or carisoprodol for the treatment of chronic nonmalignant pain and which is required to register with the Florida Department of Health pursuant to F.S. § 458.3265.
161. *Park trailer.* A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.
162. *Parkway.* A wide road with trees and grass along the sides and often with a center median.
163. *Parking garage.* A covered structure or portion of a covered structure that provides parking areas for motor vehicles, usually in multiple levels.
164. *Pedestrian/urban trail.* A multi-use path which creates an active transportation corridor for walking, running, bicycling, skating, or similar use, through a developed environment.
165. *Permanent.* The opposite of temporary, mobile or moveable, that includes being permanently attached to a structure, building, or land and fixed in place without change or without being capable of being moved without deconstruction and reassembly at a new location.
166. *Person.* This includes agents, associations, firms, partnerships, political bodies, corporations, and individuals.
167. *Pervious/Porous surface.* A surface that allows water to percolate through to the underlying ground and includes, but is not limited to, grass/turf, mulch, or landscaped open areas.
168. *Pet care facility.* A business location where four (4) or more domestic animals, such as dogs and cats, are provided care. A pet care facility includes, but is not limited to, veterinary facilities, boarding facilities, kennels, groomers, animal sitters/foster care, rescues, shelters, and pet stores.
169. *Pharmacy.* A location where medicinal drugs are compounded, dispensed, stored, or sold or where prescriptions are filled or dispensed on an outpatient basis.
170. *Place of worship.* A specially designed structure or consecrated place where a group of people, such as a congregation, comes to perform acts of devotion, veneration, or

religious study. Places of worship may include ancillary buildings for education, recreation, and social functions.

171. *Planned development.* A contiguous land area of a minimum size, as specified, to be planned and developed using a common master plan and containing two (2) or more uses and appurtenant common areas.
172. *Porch.* A roofed area, attached at the first floor level of a building, open except for railings and support columns. Porches may be mid story and attached to the front, side or rear of a structure.
173. *Principal plane.* The front of the primary mass of a building, typically the first load bearing wall. Porches, stoops, colonnades, and terraces are common architectural details and do not constitute the "principal plane" of a building.
174. *Principal structure/building.* The main building on a property which is used for the primary or principal use of the property, which may or may not have accessory structures subordinate to it.
175. *Professional services.* Work done for others, predominately on the premises of an office, by someone trained and engaged in such work for a career. Examples include, but are not limited to, lawyers, accountants, insurance agents, engineers, or cosmetologist.
176. *Public safety communications tower.* A wireless communication facility owned or operated by a municipal, county, state, or federal government used in part for fire, law enforcement, or other public safety communications purposes. A public safety communications tower does not constitute a building or structure for the purposes of height regulations.
177. *Public facilities and services.* The facilities and services typically provided or supervised by a governmental entity or public utility, such as streets, stormwater potable water, sanitary sewer, solid waste, electric, telecommunications, and/or recreational parks, and open space. A public utility is one (1) that is regulated by the Florida Public Services Commission.
178. *Public food service establishment.* Any building, vehicle, place, structure, or any room of a building, vehicle, place, or structure where food is prepared, served, or sold for consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared prior to being delivered.
179. *Public place.* Any government-owned land or facilities to which the public has access.
180. *Public open space.* An outdoor space that is maintained by a government or nonprofit entity as a civic amenity for the general public. Public spaces include parks, playgrounds, golf courses, beaches, beach accesses, boat ramps, nature preserves, etc.
181. *Recreational vehicle.* ~~A vehicle primarily designed as a temporary living quarters for recreation, camping, or travel use, which is either self-propelled or attached to or pulled by another vehicle.~~ A vehicle, including a park trailer, which is: [See section 320.01, F.S.)
- Built on a single chassis;
 - Four hundred (400) square feet or less when measured at the largest horizontal projection;
 - Designed to be self-propelled or permanently towable by a light-duty truck; and
 - Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

182. *Redevelopment*. Any proposed expansion, addition, or major façade upgrade to an existing building or structure, a demolition and rebuild of an existing building or structure, or changes to impervious surfaces, topography, grading, paving, or excavation.
183. *Registered professional*. A professional registered or licensed by and in the State of Florida and practicing under F.S. Chapter 471, 472, 481, or 492.
184. *Replat*. The act of dividing or combining parcels and easements which are part of an existing plat, such that lots lines are created or removed to create new property boundaries in a newly recorded plat or subdivision which will increase or decrease the number of parcels.
185. *Residential use*. Buildings, structures or uses designed primarily for single family, duplex or multifamily residences, excluding hotels and motels.
186. *Restaurant*. A commercial establishment where food and beverages are prepared and served, and where food sales constitute at least fifty-one (51) percent of gross sales receipts.
187. *Right-of-way (ROW or plural rights-of-way)*. Publicly owned land which is dedicated and used for a street, alley, walkway, drainage, ingress, egress or other public purpose.
188. *Right-of-way line*. The lines that form the boundaries of the right-of-way.
189. *Riparian rights*. Right to access the water bordering a property for ingress, egress, boating, and fishing, and those rights are determined as an extension of the property lines to the ordinary high watermark of the navigable waterway, and as further defined in F.S. § 253.141.
190. *Screen enclosure*. An enclosure consisting entirely of screen mesh, except for essential structural framework required for support.
191. *Sea dune area*. That area of land immediately adjacent to the ocean beach consisting of accumulations of sand in ridges or mounds landward of the ocean beach often stabilized and covered by salt-resistant plants and vegetation indigenous to this formation, including but not limited to sea oats, herbs, woody vegetation, and other growth common to the beach area adjacent to the coastline, which serves as an immediate buffer to the waters of the Atlantic Ocean and onshore winds.
192. *Seawall/bulkhead*. Shoreline protection structures designed to combat erosion constructed along ocean and other waterway shorelines, which may also include revetments and sandbags.
193. *Self-storage facility*. A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for self-service storage of personal property.
194. *Semi-public facilities and services*. Institutional, academic, governmental, and community service uses, either owned publicly or privately, including, but not limited to, hospitals, schools, libraries, and cemeteries. See also *Institutional use*.
195. *Semi-trailer*. A freight trailer, enclosed or open, with wheels at the rear end, with the forward end being supported by the rear of a semi-trailer truck/tractor when attached and by other means, including, but not limited to, vertical extendable legs, when not attached to a semi-trailer truck/tractor.
196. *Semi-trailer truck/tractor*. A truck, also called a tractor, which connects to a semi-trailer for the purpose of hauling freight. Sometimes referred to as a semi-truck or just a semi.

197. *Service area.* An equipment area, loading area or dock, trash collection area, trash compaction area, truck parking area, recycling area, or other similar service function area.
198. *Setbacks.* See *Building setback lines*.
199. *Shopfront/storefront.* Display windows of a building housing a commercial use that is visible from a street, sidewalk, or other pedestrian way accessible to the public or adjacent public or private property.
200. *Sidewalk.* A path for pedestrians, and sometimes bicyclists, usually along the side of a street.
201. *Sign.* Any words, lettering, figures, numerals, emblems, devices, trademarks, trade names, or any combination thereof, by which anything is made known and which is designed to attract attention or convey a message. Sign related terms are listed below:
- *Address sign.* A sign applied to a building wall, curb or other similar surface that displays a building or unit address.
 - *Animated sign.* A sign which is designed or intended to change physical position by any movement, rotation or lighting effects.
 - *Awning sign.* A sign incorporated into or attached to an awning.
 - *Backlit awning sign.* A sign incorporated into or attached to an awning with an interior source of light which illuminates the sign by shining through the surface of the sign from the internal light source.
 - *Balloon/inflated sign.* A sign filled with gaseous elements which make it rise, dance, or float.
 - *Banner or flag sign.* A sign having wording or illustrations applied to a flexible material. Banner signs are usually attached to flat wall surfaces or hang vertically. Flag signs are attached to vertical, flexible poles.
 - *Bulletin board.* A sign with removable letters, words, or numerals.
 - *Channel letters.* Removable letters that fit into channels on a sign or marquee.
 - *Dilapidated sign.* Any sign which is structurally unsound, fails to meet applicable building, electrical, and safety codes, has defective parts or is in need of painting and/or maintenance.
 - *Directional sign.* A sign which directs or guides traffic, vehicular or pedestrian, to a destination.
 - *Discontinued sign.* A sign on property which is vacant or unoccupied for a period of ninety (90) days or more, which references services no longer available at the site, or a which offers goods no longer available at the location where the sign is located.
 - *Electronic message board sign.* Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display screen composed of electrically illuminated segments.
 - *Freestanding sign.* Any mobile or portable sign or sign structure not securely attached to the ground or a structure.
 - *Ground or monument sign.* A freestanding sign attached to a structure secured to the ground. Ground signs are typically supported by poles and monument signs typically have a solid monument structure built up from the ground without pole supports.

- *Hanging sign.* A sign attached to and extending below a marquee, roof overhang or canopy.
- *Illuminated sign.* Any sign illuminated in any way by an artificial light source.
- *Message board or message center sign.* A sign with changeable text. Non-electronic message boards typically consist of letters attached to a surface within a transparent display case.
- *Nameplate.* A sign consisting of either a panel or individual letters applied to a building listing the name and/or address of businesses or building tenants.
- *Nit.* A unit of measurement of luminance, or the intensity of visible light, where one (1) nit is equal to one (1) candela per square meter (DC/M2). The higher number of nits, the brighter the screen.
- *Noncommercial.* A sign that does not contain information or advertising for any business, commodity, services, entertainment, product or other attraction.
- *Obscene sign.* A sign which is deemed obscene pursuant to the Florida and United States Constitutions.
- *Off-site sign.* A sign identifying an activity which is not on the property where the sign is located or which offers products or services available at a location different from the sign location.
- *Painted wall sign.* A sign applied to a building wall with paint and which has no individual sign structure.
- *Portable sign.* A sign whose principal supporting structure is intended, by design and construction, to be used by resting upon the ground for support and that may be easily moved or relocated for reuse. Portable signs shall include, but are not limited to, signs mounted on a trailer, bench, wheeled carrier, or other nonmotorized mobile structure with or without wheels.
- *Roadside sign.* A temporary sign on wheels, stands or pulled by a trailer that is intended to be installed at or near the right of way to attract attention.
- *Reader board.* A portion of a sign which allows for modification of the message by manual, electronic, or mechanical means.
- *Roof sign.* A sign erected upon or directly above a roof or on top of/above the parapet of a building.
- *Sidewalk sign.* A moveable, freestanding sign that is typically double-sided and placed at the entrance to a business to attract pedestrians. (also called a sandwich board or A-frame sign).
- *Shingle sign.* A small blade or projecting sign, usually mounted on the ground floor level.
- *Snipe sign.* A temporary sign of any material attached in any manner to trees, poles, stakes, fences or other objects, and displayed on public property or in the public right-of-way.
- *Temporary sign.* Any sign on display for a limited amount of time and not intended or designed for permanent installation.
- *Vehicle sign.* A sign affixed to or applied to a trailer, vehicle, or watercraft.
- *Wall sign.* A sign attached flush to the wall of a building as a single unit, with only one (1) advertising surface, including signs attached to a mansard roof and facade signs.

- *Window sign.* A sign painted, attached or hanging on the inside of a window or other opening which is visible from outside.
202. *Site plan.* A plan, to scale, showing uses and structures proposed for a parcel of land as required by these regulations, including lot lines, streets, building sites, reserved open spaces, buildings, elevations, stormwater management elements, major landscape features, and the location of proposed utility lines.
203. *Special exception.* The use of a property which is not permitted "by right" but is only granted after approval by the board of adjustment when it has been determined to be compatible with the permitted use(s) on a property in a specific zoning district and is found not to be detrimental to the surrounding properties, businesses, traffic-flows or area, to the extent that such special exception is consistent with the Comprehensive Plan.
204. *Special flood hazard area (SFHA).* The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The SFHA includes Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V.
205. *Start of construction.* For the purposes of Chapter VII, the date of issuance of permits for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
206. *State.* The State of Florida.
207. *Stoop.* A small platform and/or entrance stairway at a home's door, commonly covered by a secondary roof or awning.
208. *Street.* Any public or private roadway, avenue, drive, boulevard, cul-de-sac, road, alley, lane, viaduct, causeway and all other highways, roadways, and rights-of-way in the city. Streets within the city are classified as follows:
- *Arterials—Highways—Causeways.* Major streets/highways used for fast and heavy traffic with minimal ingress/egress and a minimum of two (2) lanes of travel in each direction.
 - *Collectors—Boulevards—Avenues.* Mid-sized streets that bring local traffic to arterials with up to two (2) lanes of travel in each direction and slower speeds.
 - *Local streets (roads/lanes/drives/cul-de-sac).* Minor streets typically found in neighborhoods with one (1) lane of travel in each direction and slow travel speeds.
 - *Alleys.* Rights-of-way designed to serve as secondary access to the rear or side of properties, typically less than twenty-five (25) feet wide.

- *Primary pedestrian street.* These streets, as designated in this code, support decreased dependence on motor vehicles, make travel on foot pleasant, safe, and easy. The development along a primary pedestrian street should: acknowledge the need to accommodate arrival by vehicle; support increased arrival by transit, carpool, bike, and on foot; and create incentives to circulate within the area by non-auto modes (on foot, by shuttle or bus, or bicycle).
209. *Stores and services.* Establishments that sell merchandise or food or provide personal or professional services. The following are not considered stores and services: automotive maintenance facility, adult entertainment establishment, contractor and trade operations, convenience store with fuel, drive-through facilities for any use, parking lot or garage, marina, self-storage facility, nightclub or bar, or pain management clinic. Classifications of stores and services, as used in these regulations, are listed below:
- *Stores and services, limited.* An establishment, as defined above, containing no greater than one thousand (1,000) square feet of enclosed floor space.
 - *Stores and services, general.* An establishment, as defined above, containing greater than one thousand (1,000) square feet but no greater than thirty thousand (30,000) square feet of enclosed floor area.
 - *Stores and services, large format.* An establishment, as defined above, containing greater than thirty thousand (30,000) square feet of enclosed floor area.
210. *Stormwater.* Water that originates from a rainfall event.
211. *Stormwater management plan.* Describes how the proposed stormwater management system for a development will be constructed to meet the requirements of the city's stormwater master plan which is managed by the city's stormwater department.
212. *Stormwater management system.* A system which is designed and constructed to control discharges necessitated by rainfall events, incorporating methods (BMPs) to collect, convey, store, absorb, inhibit, treat, use, or reuse stormwater to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.
- Note: additional definitions related to stormwater management, flood control and pollution prevention are listed within chapter VII of these LDC regulations.
213. *Structural alteration.* Any change in the supporting members of a structure, such as load bearing walls, columns, beams, girders, or any substantial change in the roof or exterior wall of a structure, as determined by the building official.
214. *Structure.* Any building, stand-alone system or facility, that is thirty (30) inches or more in height, that requires support by a foundation, such as a footer, stem wall, or piling, and which is constructed in place.
215. *Structure, temporary.* Any structure that is not attached to a permanent foundation.
216. *Structure, temporary storage.* A temporary structure designed primarily for storage of building materials, household items, and other such material; and that is not intended for permanent installation.
217. *Structure, portable.* A structure assembled offsite and delivered to a location as a complete unit or a structure purchased in a kit and assembled onsite, which can then be moved to another location without disassembly.
218. *Structured parking.* See *Parking garage*.
219. *Subdivision, major.* The division of a tract of land into more than ten (10) lots or parcels for the purpose of individual lot sales and/or building development. This shall

also include any subdivisions which have a dedication of a new public/private street or change the alignment of existing street(s).

220. *Subdivision, minor.* The division of a tract of land into ten (10) or less lots or parcels for the purpose of individual lot sales and/or building development and does not include any new public/private streets or a change in the alignment of an existing street.
221. *Substantial damage.* Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.
222. ~~*Substantial improvement.* Any alteration, repair, reconstruction or improvement of a structure, the cumulative cost of which exceeds fifty (50) percent of the current market value of the structure, as determined by the city's chief building official.~~ *Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:*
- *Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.*
 - *Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.*
223. *Summary plat.* Where two (2) or more lots are combined into one (1) lot of record under single ownership, and where no public or private streets or rights-of-way are added or altered as a result.
224. *Tattoo studio.* Any place of business licensed to perform tattooing, as defined in F.S. § 381.
225. *Temporary sales.* Any sale made by a person, firm, or corporation engaging in the temporary business of selling goods, wares, or merchandise.
226. *Temporary use permit.* A permit approved for authorization of a particular activity for a specified length of time. The administrator is responsible for assigning applicable conditions and the approved time limit.
227. *Terrace.* A level paved area or platform next to a building, a patio, or a veranda.
228. *Traffic impact statement/analysis.* A traffic report/study/analysis to identify the impact of the traffic generation and flow created by a development, and its impact on the community. This report may also contain options for addressing any identified impact.
229. *Transient accommodations (hotels, motels).* A group of lodging units for guests which include, at a minimum, sleeping quarters with private bath(s) that may or may not include additional rooms, that are not intended to be permanent residences, and which have a centralized rental office on the property with no less than twelve (12) hours of operation every day.
230. *Travel trailer/camper trailer.* A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, or vacation.

231. *Vacation rental.* Any residential unit that is used as transient lodging, which is rented to separate guests more than three (3) times in a year, or which is rented for less than one (1) month at a time, or which is advertised as lodging for guests.
232. *Valance.* The portion of an awning that hangs perpendicular to the sidewalk.
233. *Variance.* A variance is a type of formal modification of the dimensional or numerical requirements of the LDC regulations where not contrary to the public interest and where, owing to conditions peculiar to the property, and not the result of the actions of the applicant, a literal enforcement of these regulations would result in unnecessary and undue hardship. As used in section 4-39 of these regulations, a variance may be approved by the board of adjustment and it is authorized only for height, area and size of structure or size of yards and open spaces to the extent that such variance is consistent with the Comprehensive Plan and City Charter. Applications for a variance for a building height to exceed forty-five (45) feet shall be governed solely by section 4-40. For a variance from the flood resistant construction requirements of the Florida Building Code, see Chapter VII, Section 7-16.
234. *Vehicle.* An instrument of conveyance, which can include any conveyance used for transporting passengers or things by land, water, or air. It can be a self-propelled conveyance that runs on tires, such as a car, truck, motorcycle or cart, or runs on water, such as a boat or barge.
235. *Vehicular use area.* Any paved or unpaved ground surface area used for storage, display, temporary parking, and/or maneuvering of vehicles by employees or customers, either for compensation or to provide an accessory service to a commercial, institutional, or residential use, excluding single-family and duplex residences.
236. *Vending machine, freestanding.* Any unattended self-service device that, upon payment, dispenses something of value, such as ice, beverages or merchandise and which is standing alone or on its own foundation free of support or attachment to a structural wall.
237. *Waiver, administrative.* See *Administrative waiver*.
238. *Watercourse.* A water channel and Banks, but not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the carrying capacity of the channel.
239. *Watercraft.* A boat, canoe, raft, surfboard or other vessel designed for use on the water.
240. *Waterfront launch facility.* Water dependent facilities that are open to the public and offer public access by vessels to the waters of the state that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include piers, wharves, docks, and similar structures to which vessels may be secured, buildings on such structures or contiguous to them, and equipment and materials on such structures or in such buildings.
241. *Waterway.* A body of water, including any creek, canal, river, lake, bay, or any other body of water, natural or artificial, but not including a swimming pool, spa, or ornamental pond.
- *Canal.* An artificial open channel or waterway constructed for one (1) or more of the following purposes: transporting water, connecting two (2) or more bodies of water, or serving as a waterway for watercraft.
 - *Navigable waterway.* A body of water, such as a river, canal or lake that is deep, wide, and slow enough for a motorized vessel to pass

242. *Waterside accessory structure.* Residential and commercial piers, docks, decks, slips, boathouses, boat lifts, boat shelters, mooring posts, davits, piles, buoys, dolphins, or other similar structures.
243. *Wireless communication facility.* Any facility that transmits and/or receives signals by electromagnetic or optical means, including antennas, microwave dishes, horns, or similar types of equipment towers, or supporting equipment.
244. *Work/live unit.* A single dwelling unit in a detached building, or in a multi-family, mixed-use, or commercial building, where the predominant use is commercial, and residential activity is a secondary use.
245. *Workshop/studio.* An establishment for the creation or display of arts and crafts, the production or repair of clothing and jewelry, or instruction in dance, exercise, or martial arts, or other similar uses/activities.
246. *Yard.* Open space unoccupied and unobstructed by any structure.
247. *Year.* A calendar year.

CHAPTER VII STORMWATER MANAGEMENT AND FLOOD CONTROL
 ARTICLE III. FLOOD DAMAGE PREVENTION

Section 7-10. General.

- A. *Title.* These regulations shall be known as the floodplain management chapter of the City of Cocoa Beach.
- B. *Scope.* The provisions of this [article chapter](#) shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- C. *Intent.* The purposes of this [article chapter](#) and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 4. Manage the alteration of flood hazard areas, [watercourses](#), and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 5. Minimize damage to public and private facilities and utilities;
 6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- D. *Coordination with the Florida Building Code.* This [article chapter](#) is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- E. *Warning.* The degree of flood protection required by this [article chapter](#) and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This [article chapter](#) does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood

insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this [article chapter](#)

- F. *Disclaimer of liability.* this [article chapter](#) shall not create liability on the part of the City Commission of the City of Cocoa Beach or by any officer or employee thereof for any flood damage that results from reliance on this [article chapter](#) or any administrative decision lawfully made thereunder.

Section 7-11. Applicability.

- A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. *Areas to which this [article chapter](#) applies.* This [article chapter](#) shall apply to all flood hazard areas within the City of Cocoa Beach, as established in subsection C of this section.
- C. *Basis for establishing flood hazard areas.* The flood insurance study for Brevard County, Florida and incorporated areas dated [January 29, 2021](#) ~~[March 17, 2014](#)~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this [article chapter](#) and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Development Services Department, 2 S. Orlando Ave., Cocoa Beach.
- D. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 7-14 of this [article chapter](#) the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the flood plain administrator indicates that ground elevations:
1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this [article chapter](#) and, as applicable, the requirements of the Florida Building Code.
 2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- E. *Other laws.* The provisions of this [article chapter](#) shall not be deemed to nullify any provisions of local, state or federal law.
- F. *Abrogation and greater restrictions.* This [article chapter](#) supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this [article chapter](#) and any other ordinance, the more restrictive shall govern. This [article chapter](#) shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this [article chapter](#).
- G. *Interpretation.* In the interpretation and application of this [article chapter](#), all provisions shall be:
1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

Section 7-12. Duties and powers of the floodplain administrator.

- A. *Designation.* The chief building official is designated as the floodplain administrator.
- B. *General.* The floodplain administrator shall have the authority to render interpretations of this [article chapter](#) consistent with the intent and purpose of this article [these provisions](#) and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this [article chapter](#) without the granting of a variance pursuant to [Section 7-16 of this article chapter IV of this LDC](#).
- C. *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of [this article these provisions](#);
 3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 4. Provide available flood elevation and flood hazard information;
 5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 6. Review applications to determine whether proposed development will be reasonably safe from flooding;
 7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with [this article these provisions](#) are demonstrated, or disapprove the same in the event of noncompliance; and
 8. Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this [article chapter](#).
- D. *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
 1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this [article chapter](#) is required.
- E. *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to [Section 7-16 of this article chapter IV of this LDC](#).
- F. *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this [article chapter](#).
- G. *Inspections.* The floodplain administrator shall make the required inspections as specified in section 7-15 of this [article chapter](#) for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- H. *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:
1. Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to [subsection D of this section 7-12 of this chapter](#);
 - ~~2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);~~
 - ~~2. 3.~~ Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;
 - ~~3. 4.~~ Review required design certifications and documentation of elevations specified by this [article chapter](#) and the Florida Building Code and this [article chapter](#) to determine that such certifications and documentations are complete;
 - ~~4. 5.~~ Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Cocoa Beach are modified; and
 - ~~5. 6.~~ Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."
- I. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this [article chapter](#) and the flood resistant construction requirements of

the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ~~article chapter~~; ~~notifications to adjacent communities, FEMA, and the state related to alterations of watercourses~~; ~~assurances that the flood carrying capacity of altered watercourses will be maintained~~; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ~~article chapter~~ and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Development Services Department, 2 S. Orlando Ave., Cocoa Beach.

Section 7-13. ~~Reserved.~~ Permits.

A. Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in section 14 of this article.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

H. Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

1. The St. Johns River Water Management District; section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

Section 7-14. Site plans and construction documents.

- A. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this [article chapter](#) shall be drawn to scale and shall include, as applicable to the proposed development:
1. Delineation of flood hazard areas, [floodway boundaries](#) and flood zone(s), base flood elevation(s), and ground elevations-if necessary for review of the proposed development.
 2. Where base flood elevations, [or floodway data](#) are not included on the FIRM or in the flood insurance study, they shall be established in accordance with [subsection C.2 or .3 of this section 7-14 of this chapter](#).
 3. Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with [subsection C.1 of this section 7-14 of this chapter](#).
 4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 7. Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
 8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
 - ~~9. Existing and proposed alignment of any proposed alteration of a watercourse.~~
- B. The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this [article chapter](#) but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this [article chapter](#).
- C. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 2. Obtain, review, and provide to applicants base flood elevation [and floodway data](#) available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation [and floodway data](#) available from a federal or state agency or other source.
 3. Where base flood elevation [and floodway data](#) are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

- a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is three (3) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three (3) feet.
 4. Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- D. **Additional analyses and certifications.** For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage shall be prepared. ~~As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses~~ signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- ~~1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 7-14 of this chapter and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.~~
 - ~~2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
 - ~~3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 7-14 of this chapter.~~
 - ~~4. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.~~
- E. **Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal

Section 7-15. Inspections.

- A. **General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

- B. *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this [article](#) chapter and the conditions of issued floodplain development permits or approvals.
- C. *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this [article](#) [chapter](#) and the conditions of issued floodplain development permits or approvals.
- D. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - 1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - 2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with [section 7-14.C.3.b](#) of this chapter, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- E. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in [subsection D of this section 7-15 of this chapter](#).
- F. *Manufactured homes.* The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this [article](#) [chapter](#) and the conditions of the issued permit. Upon placement of a manufactured home, [an elevation](#) certification [of the elevation of the lowest floor](#) shall be

Section 7-16. ~~Reserved.~~ Variances and Appeals.

A. General. The Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to section 553.73(5), F.S., the Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

B. Appeals. The Board of Adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the Board of Adjustment may appeal such decision to the Circuit Court, as provided by Florida Statutes.

C. Limitations on authority to grant variances. The Board of Adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection F of this section, the conditions of issuance set forth in subsection G of this section, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of Adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

D. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12

Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

E. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

F. Considerations for issuance of variances. In reviewing requests for variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the community;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

G. Conditions for issuance of variances. Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
2. Determination by the Board of Adjustment that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

- (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
 4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Section 7-17. Violations.

- A. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this [article chapter](#) that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this [article chapter](#), shall be deemed a violation of the Land Development Code. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this [article chapter](#) or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- B. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this [article chapter](#) and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- C. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Section 7-18. Reserved.

ARTICLE IV. RESERVED

Sections 7-19—7-20. Reserved.

ARTICLE V. FLOOD RESISTANT DEVELOPMENT

Section 7-21. Buildings and structures.

- A. *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 7-27 of this [article chapter](#).
- B. *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
2. Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this [article](#) [chapter](#) and ASCE 24.

Section 7-22. Subdivisions.

- A. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 1. Delineation of flood hazard areas, [floodway boundaries and](#) flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 2. Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section [7-14.C.1 of this article](#) [1.5\(b\)\(1\) of this chapter](#); and
 3. Compliance with the site improvement and utilities requirements of section 7-23 of this [article](#) [chapter](#).

Section 7-23. Site improvements, utilities and limitations.

- A. *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

- C. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- ~~D. *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 7-14 of this chapter demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~
- ~~D. E.~~ *Limitations on placement of fill.* Subject to the limitations of this [article chapter](#), fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- ~~E. F.~~ *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 7-14.D of this [article chapter](#) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 7-27.E of this [article chapter](#).

Section 7-24. Manufactured homes.

- A. *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this [article chapter](#). If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.
- B. *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this [article chapter](#).
 2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this [article chapter](#).
- C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with section 7-24 of this chapter, as applicable.~~
- ~~E. *General elevation requirement.* Unless subject to the requirements of section 7-24 of this chapter, all manufactured homes that are placed, replaced, or substantially improved on~~

sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).

- ~~F. Elevation requirement for certain existing manufactured home parks and subdivisions.~~ Manufactured homes that are not subject to section 7-24 of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
- ~~1. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
 - ~~2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

E. G. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

F. H. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Section 7-25. Recreational vehicles and park trailers.

- A. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
1. Be on the site for fewer than one hundred eighty (180) consecutive days; or
 2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- B. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection **A (a)** of this section for temporary placement shall meet the requirements of section 7-24 of this **article chapter** for manufactured homes

Section 7-26. Tanks.

- A. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- B. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of **subsection C section 7-26** of this **article chapter** shall:
1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic

loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V).
- C. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to an elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- D. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Section 7-27. Other development.

- A. *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this [article](#) [chapter](#) or the Florida Building Code, shall:
1. Be located and constructed to minimize flood damage;
 - ~~2. Meet the limitations of section 7-23 of this chapter if located in a regulated floodway;~~
 - ~~2. 3.~~ Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - ~~3. 4.~~ Be constructed of flood damage-resistant materials; and
 - ~~4. 5.~~ Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- ~~B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 7-23 of this chapter.~~
- ~~C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 7-23 of this chapter.~~
- ~~D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 7-23 of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 7-14 of this chapter.~~
- ~~B. E.~~ *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
1. Structurally independent of the foundation system of the building or structure;

2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four (4) inches.

C.F. *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

D.F. *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

E.H. *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
2. Nonstructural fill with finished slopes that are steeper than one (1) unit vertical to five (5) units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or

wave run-up and wave reflection that would increase damage to adjacent buildings and structures.

3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Request 2025 budget to add (1) Code Enforcement Officer, dedicated to manage Short Term Rental (STR) registration and enforcement.

Staff Representative: Jeremy Hutcherson, Vice-Mayor

Recommendation: Discuss

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

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: _____

NAME: _____

PHONE: _____

E-MAIL ADDRESS: _____

ADDRESS: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE: _____

PLEASE COMPLETE THE FOLLOWING:

ITEMS(S) TO BE CONSIDERED: _____

PERTINENT FACTS CONCERNING ITEMS(S): _____

(PLEASE ATTACH APPLICABLE DOCUMENTS)

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

Signed by: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

Request to approve a contract with Mead & Hunt for the Inflow & Infiltration Abatement Program CB24-012

Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director, Devan Taly, Director of Grants & Special Projects

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

This Contract is made upon the signing of the parties by and between the City of Cocoa Beach, Florida, hereinafter referred to as the City, and Mead and Hunt, Inc. authorized to do business in the State of Florida, and hereinafter referred to as the Consultant. In consideration of the mutual promises contained herein, the City and the Consultant agree that the Consultant will provide an Inflow and Infiltration Abatement Program for the City of Cocoa Beach as more specifically set forth in **Exhibit A, Scope of Work, of this Contract**, attached hereto and by reference, made part hereof.

ARTICLE 1-TERM OF CONTRACT

The Consultant shall begin work under this Contract that will conform with the State of Florida Department of Environmental Protection Clean Water State Revolving Fund WW050640 section 10.07 set forth in **Exhibit C of this Contract**. This contract shall be valid for the life of the loan, unless either party chooses to exercise its rights under Article 26, Termination.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of Brad Kalsow, Water Reclamation Director who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Consultant is Brad Blais, Mead and Hunt, Inc, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Consultant shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Work**, attached hereto, and, by reference, made part of the contract. The Scope of Services shall be accomplished through the use of Task Orders as more specifically described herein.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 4 - PAYMENTS TO CONSULTANT

The City shall pay to the Consultant a lump sum for professional services in accordance with the fee schedule set forth in **Exhibit B, Fee Schedule**, attached hereto, and, by reference, made part of the contract. The Consultant will invoice the City as described in **Exhibit B**.

Invoices received from the Consultant pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment. Invoices not in accordance with the terms of the contract will be returned to the Consultant for correction.

Invoices not in accordance with the terms of the contract will be returned to the Consultant for correction. The CITY shall pay the Consultant in accordance with the Florida Local Government Prompt Payment Act, Chapter 218.

Additional services shall be at the rates as set forth in **Exhibit B**.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and in accordance with state and federal law.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Cocoa Beach.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 7 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Consultant agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Consultant, its employees, agents or subConsultants, if any, with respect to the work and services described herein.

Consultant shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Consultant shall make this same requirement of any of its subConsultants. Consultant shall indemnify and save the City harmless for any damage resulting to them for failure of either Consultant or any subConsultant to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Consultant agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Professional Liability (if applicable)	\$ 1,000,000
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Consultant will provide copies of his occupational license(s) to the Finance Director. Neither Consultant nor any subConsultant shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 7 – INSURANCE, PERMITS & LICENSES (Continued)

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. The Consultant's and SubConsultant's insurance policies must be endorsed to add the City of Cocoa Beach as an Additional Insured. The Consultant shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

ARTICLE 8 - INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant hereby contracts and agrees to indemnify and save harmless the City, its servants and employees from and against actual liability, losses, and/or cause of action, but only to extent caused by negligent act or omission of the Consultant, its servants, representatives, or employees in the performance of this Contract.

The Consultant further agrees to indemnify, save harmless the City, servants and employees from and against actual claims, demand or cause of action arising out of negligent conduct or misconduct of the Consultant not included in the paragraph above and for which the City, servants or employees are liable.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT, INC. NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OF OTHERS.

ARTICLE 9 - SAFETY

Precautions shall be exercised at all times for the protection of all persons (including City employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Consultant and any subConsultants shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Consultant and any subConsultants shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 10 - NONDISCRIMINATION

The Consultant warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 11 - DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, the Consultant warrants that it is a drug free workplace.

ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subConsultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (\$15,000.00), for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 13 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Consultant's subConsultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Consultant and its subConsultant(s) and is without fault or negligence of either of them, the Consultant shall not be deemed to be in default.

ARTICLE 14 - ARREARS

The Consultant shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 15 - WARRANTY

The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field. [Additional Warranty Info. referenced here if applicable]

ARTICLE 16- ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Consultant provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. This information shall be provided at least thirty (30) days prior to the target date for assignment by the Consultant. The assignee must be approved by the City.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remain its property and may be reproduced and reused at the discretion of the City.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Consultant in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Consultant whether at the completion of work, or at any other time, shall become the exclusive property of the City.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Consultant in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 18 – PUBLIC RECORDS

Pursuant to Florida Statutes, Section 119.0701, Consultant agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY HALL - SECOND FLOOR
1600 MINUTEMEN CAUSEWAY
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM,**

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 19- INDEPENDENT CONSULTANT

The Consultant agrees that it is an Independent Consultant with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 20 - SUBCONSULTANTS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Consultant shall sublet any portion of this Contract, the Consultant shall be as fully responsible to the City for acts and omissions of a subConsultant, and of persons either directly or indirectly employed by the subConsultant, as the Consultant is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Consultant. The subConsultant is subject to the same contractual provisions as is the Consultant under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

ARTICLE 21 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

Intentionally left blank.

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

Except as provided herein, any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Consultant and may be implemented only after this agreement has been amended in writing.

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall (1) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City in writing if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs, in writing, the Consultant shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Original : (Brad Kalsow, Water
Reclamation Director)

Copy : (Wayne Carragino, City
Manager)

Contract Administrator
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

City Manager
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, FL 32932-2430

Notices sent to the Consultant shall be mailed to:

Original : Brad Blais
Mead and Hunt, Inc.

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 26 - TERMINATION

This Contract may be terminated by the Consultant upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated by the City with or without cause immediately upon written notice to the Consultant. Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Consultant shall be paid for services actually rendered to the date of the termination.

ARTICLE 27 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Consultant hereunder.

ARTICLE 28 - REMEDIES

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this agreement shall be in Brevard County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought by the City for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the City shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 - UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

ARTICLE 31 – USE OF E - VERIFY: (Required on contracts with state of Florida money)

The Consultant is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of;

- a) All persons employed by the Consultant to perform employment duties within Florida;

And

- b) All persons (including employees of subConsultants) assigned by the Consultant to perform work pursuant to the contract with the City.

The Consultant will be required to provide within thirty (30) days of the effective date of this agreement documentation of enrollment in the E-Verify program. This verification consists of the "edit company profile" page which contains proof of enrollment in the E-Verify program.

Each subConsultant that performs work under this contract must provide its "edit company profile" to the Consultant upon request.

The Consultant and each subConsultant further agree to maintain records of its participation and compliance with the provisions of the E-Verify program and to make such records available upon request.

Failure to comply may be treated as a material breach of this contract.

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 32 – OWNER DIRECT PURCHASE (ODP):

The City may at its discretion elect to “direct purchase” selected large components of the project in order to enjoy a sales tax savings. Should they elect to do so and prior to a contract being signed, the City will identify those pieces of equipment and the Consultant will provide the deductive price for the City’s use in preparing purchase orders. The only savings available to the City from this change will be that of Florida State Sales Tax, the Consultant will retain any markup they may have had in the equipment less the state tax on items removed within the frame work of this bid estimate. The Consultant’s responsibility for the removed equipment during the project will remain unchanged as relates to the equipment being purchased by the City and the Consultant shall retain all responsibilities that are or were outlined in the specifications regarding this equipment as if they had actually purchased it; including, but not limited to:

- 1 Negotiating and providing vendor pricing to the City.
- 2 Preparing a purchase order outline for use by the City for issuing a City Purchase Order to the Vendor.
- 3 The Consultant shall review all shop drawings, make necessary comments, and maintain shop drawings review and approval through delivery of equipment.
- 4 The Consultant shall provide all operations and maintenance manuals to the City for their use as required by the specifications.
- 5 The Consultant shall expedite delivery of the equipment.
- 6 The Consultant shall receive all equipment and store same on the project site prior to installation.
- 7 The Consultant shall install the equipment in accordance with the contract specifications.
- 8 The Consultant shall coordinate the manufacturer’s approval of installation of the equipment and for a representative to come to the project site for start-up, test, and approval operation of the equipment.
- 9 The Consultant shall warranty the equipment as if they purchased same and be responsible for the equipment warranty throughout the warranty period.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

ARTICLE 33 – IRS DEDUCTIONS/CREDITS

If the Consultant provides any building or structures meeting IRS Section 179D Standards, the Consultant will share that deduction with the City.

ARTICLE 34 – PERFORMANCE BOND

A satisfactory Performance Bond and Labor and Material Payment Bond, executed by the bidder and an acceptable surety in the amount of one hundred (100%) percent of the total contract price is required before a Notice to proceed can be issued.

ARTICLE 35 - SALES TAX

The City is exempt from sales tax. The Consultant, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes. The Consultant may not use the City's tax exemption in any of its activities.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF COCOA BEACH

Attest:

Signature:

By:

By:

Karin Grooms
City Clerk
City of Cocoa Beach

Wayne Carragino
City Manager
City of Cocoa Beach

Date:

Date:

Approved as to form and legality
For use and reliance by the

Consultant Signature:
By: Mead and Hunt, Inc.

City of Cocoa Beach



Gretchen R. H. Vose Esq.
City Attorney

Brad Blas

Date:

10/30/2024
Date:

EXHIBIT A

COCOA BEACH SCOPE OF SERVICES FOR

CB24 012 INFLOW AND INFILTRATION ABATEMENT PROGRAM

This Scope of Services is in conformance with the Agreement for Professional Services for Cocoa Beach Inflow and Abatement Program, RFQ #24-012 and the subsequent contract between the City of Cocoa Beach (City) and MEAD & HUNT, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves the development and execution of a Find and Fix program and an I&I Abatement Program. Under these programs, the City will perform efforts to inventory and document the condition of the sanitary sewer manholes and inflow point sources. The I&I abatement study will include a sanitary planning phase and a technical services phase and assess the need and prepare conceptual construction cost estimates for a series of improvements within the City's sewage collection system.

SCOPE OF SERVICES

The following Scope of Services is presented in phases intended to represent the practical flow of project tasks and effort.

PHASE 1 – PROGRAM PLANNING

- 1.1 Program Initiation, Management and Administration
 - 1.1.1 *Program Setup*
 - 1.1.2 *Kickoff Meeting*
 - 1.1.3 *Status Reports and Program Administration*
 - 1.1.4 *Progress Meetings*
- 1.2 Data Review & Analysis
 - 1.2.1 *Review Existing Data & Reports*
- 1.3 Inflow Investigations
 - 1.3.1 *Smoke Testing*
 - 1.3.2 *Dyed Water Testing*
- 1.4 Infiltration Investigations
 - 1.4.1 *Manhole Investigations*

PHASE 2 – PROGRAM TECHNICAL SERVICES

- 2.1 Lateral CCTV Investigations and Temporary Flow Monitoring Allowance
- 2.2 Design Improvements and Develop On-Call Contractors List
- 2.3 Funding Compliance & Coordination
- 2.4 Permanent Flow Monitoring Plan Development
- 2.5 Review & Update City Codes for Private I&I
- 2.6 Dashboard Development
- 2.7 Findings & Recommendations Report
- 2.8 CEI Support Services
- 2.9 SSES Public Involvement and Outreach Services

PHASE 1: PROGRAM PLANNING

1.1 PROGRAM INITIATION, MANAGEMENT & ADMINISTRATION

1.1.1 *Program Set-Up*

MEAD & HUNT will develop project documents and filing systems for the project that will include project set-up, Project Management Plan, QA/QC Plan, hard and electronic files, sub-contract agreements and will conduct an internal kick-off meeting.

1.1.2 *Kick-Off Meeting*

MEAD & HUNT will conduct a project Kick-Off Meeting with the project team and City staff to review project goals, scope of work, project schedule, communication procedures, and administrative issues. Following the meeting, MEAD & HUNT will prepare summary meeting notes and distribute them to the attendees.

1.1.3 *Status Reports and Program Administration*

MEAD & HUNT will prepare and submit monthly program status letters, including schedule updates, to the City to summarize the progress of the work. The summary letter will accompany the monthly invoices.

1.1.4 *Progress Meetings*

MEAD & HUNT will conduct up to 36 monthly progress meetings with the City to review the progress of the work, outstanding items, data requests, project schedule and other project issues; and to receive input from City staff, provide responses, and discuss options. Progress meetings will be conducted at the CITY'S office with support staff in attendance via Web or telephone conference. The intent of the progress meetings is to promote teamwork and collaboration between stakeholders and to develop consensus-based recommendations. MEAD & HUNT will develop minutes of the meetings and distribute same to attendees and other stakeholders as requested by the City.

Deliverables

- Kickoff Meeting Agenda and Meeting Minutes
- Progress Meeting Agendas and Meeting Minutes
- Monthly status letter and schedule update
- Project Management Plan
- QA/QC Plan

1.2 DATA REVIEW & ANALYSIS

1.2.1 *Review Existing Data and Reports*

MEAD & HUNT will perform a detailed review of existing data and reports related to the gravity systems and facility plan. The City will provide the following data for review:

- GIS shapefiles and/or geodatabase of existing gravity sewer, force main, manholes, lift stations, valves and appurtenances.
- Copies of existing wastewater collection and transmission system master plans and reports.
- Most recent wastewater system hydraulic model files.
- FDEP Consent Orders.
- Sanitary Sewer Collection System maintenance records.
- Historic Sewer Overflow Datasets.

Deliverables

- SSES Program Data Log

1.3 INFLOW INVESTIGATIONS

1.3.1 *Smoke Testing*

MEAD & HUNT will perform smoke testing on 300,000 linear feet of gravity sewer system to detect inflow sources into the public and private portions of the sewer system and identify structural defects to repair. Smoke testing will be performed during dry months when the ground water level is lowest to effectively identify and locate potential cross connections and inflow defects.

Field crews will utilize Trimble GPS units to locate defects. Defect data will get uploaded real-time to a cloud-based GIS allowing management and City staff to see where and when crews are working within the community. Based on the results of the smoke testing effort, dye testing/flooding will be performed on portions of the storm drainage system(s) that are identified as being connected to the wastewater collection system. A detailed smoke testing plan is critical to streamline these efforts and ease public concerns.

The following narrative identifies the steps that will be completed during the smoke/dye testing efforts.

1. Identify/map testing area.
2. Distribute Smoke Testing Notifications and coordinate with City Fire Department staff.
3. Identify types of businesses and residential areas to identify those with sensitive needs.
4. Provide a minimum of 72 hours' notice to residents and business owners.
5. Perform smoke testing efforts not exceeding notified areas daily.
6. All testing activity will cease when any resident complains of smoke entering their establishment.
7. During smoke testing, team personnel will scout the area for smoke escaping from ground sources, roof vents, storm drain structures, etc. All sources of Infiltration/Inflow will be photographed, measured, drawn, and documented accordingly with addresses, data, and sketches. The smoke test form will identify which sewer reach is being tested by its component identification in the CITY's GIS database.

MEAD & HUNT will develop 'Smoke Testing Results' forms for each defect and an interactive map that identifies each pipe section tested and the results of the test, whether positive or negative. A separate spreadsheet, 'Smoke Testing Defects', will be prepared that identifies all defects encountered during the smoke testing activity and if there is a need to conduct dye water testing/flooding.

Deliverables

- Smoke Testing Map, including identification, location and address(es) of sensitive needs entities
- Smoke Testing Notification Flyer
- Smoke Testing Defect Forms and Spreadsheet
- Dye Testing/Flooding Recommendations

1.3.2 Dyed Water Testing

Private system dyed water tracing (up to 30 locations) will be conducted by introducing a small quantity of liquid dye concentrate into suspect sources such as downspouts, area drains, patio drains, window well drains, and driveway drains, and then introducing a sufficient volume of clean water to locate the source's discharge point. During each tracing, sanitary sewers, storm drains, and curb lines located downstream of the sources will be monitored for signs of dyed water. The quantity of dye concentrate and water used will vary depending on pipe size and the quantity of flow and debris in each line section.

Each location where dyed water tracing has been performed will be identified in a report. The report will identify where the dyed water was introduced and location(s) where it entered the wastewater collection system will be mapped. Photos will be taken of where the dyed water is introduced and where it is recorded discharging into the downstream wastewater collection system manhole.

Deliverables

- Dye Water Tracing Report

1.4 INFILTRATION INVESTIGATIONS

1.4.1 Manhole Investigations

MEAD & HUNT will perform manhole investigations on up to 1,059 manholes, led by NASSCO MACP certified staff, to identify manholes in need of repair, relining or replacement and will be performed based on system age and O&M history. Manhole inspections will document the existence of a storm water inflow abatement insert/dish, identify previously completed manhole repairs/ rehabilitation, establish the existence of active groundwater infiltration, determine the structural condition of the manhole, based on visual observation, and document any O&M related defects (roots, grease, sediment buildup, etc.). The following identifies the approach to be utilized for completing the inspections.

- Conduct First Pass (Level 1) Inspection – Document manhole location by means of GPS survey, piping connectivity, piping depths, piping materials, piping size, frame/cover dimensions, existence of inflow insert/dish and drop connections, manhole construction materials utilized, manhole dimensions, condition of connecting mainline gravity sewers, and establish general O&M and structural grades using NASSCO MACP guidelines.
- Conduct Second Pass (Level 2) Inspection – Conduct digital side scan inspection of all structures using a 3D Sewer Manhole Scanner capable of stitching together photos of the interior of the structure to create a 3D model.

The report shall provide cost estimates and proposed schedules for manhole improvements that utilize City Capital Improvement Planning budgets. MEAD & HUNT will assist the City with importing the MACP data into the City's GIS database and format for future migration to the SSES Program Dashboard to be developed in the next phase of this project.

Deliverables

- Draft Manhole Investigation/Recommendations Report
- Final Manhole Investigation/Recommendations Report

PHASE 2: PROGRAM TECHNICAL SERVICES

2.1 LATERAL CCTV INVESTIGATIONS AND TEMPORARY FLOW MONITORING ALLOWANCE

This project task will be used as an allowance for lateral CCTV inspections and/or temporary flow monitoring as part of this project with a not-to-exceed fee to be authorized as needed by the City. This project task can also be used to support other supplemental services supporting this program at the City's discretion.

2.2 DESIGN IMPROVEMENTS & DEVELOP ON-CALL CONTRACTORS LIST

MEAD & HUNT will prepare repair and rehabilitation details and technical specifications and assist with preparation of Request for Proposal (RFP and/or Invitation to Bid (ITB) documentation to generate an On-Call Services Contract, which will pre-qualify contractors to perform the necessary repair and rehabilitation improvements throughout the City's collection and conveyance system. MEAD & HUNT will assist the City during the bidding process by attending a pre-bid conference, assisting with preparation of addenda to address bidders' questions, review the bid tabulation prepared by the City and provide review and recommendations to the City regarding the bids.

Deliverables

- Repair and Rehabilitation Typical Details and Technical Specifications
- Written Evaluation of Bids and Recommendation Letter

2.3 PERMANENT FLOW MONITORING PLAN DEVELOPMENT

MEAD & HUNT will develop a detailed permanent flow monitoring program to determine quantities, durations and locations for permanent system monitoring.

It is anticipated that temporary flow monitoring will not be required due to the majority of gravity system having already been lined or replaced with PVC and due to the comprehensive nature of the inflow and infiltration investigative efforts.

Permanent flow monitoring may consist of submerged area-velocity sensors, non-contact sensors, and level only sensors. Additional third-party artificial intelligence (AI) may also be utilized to evaluate the flow monitoring data in effort to provide predictive analytics of the data. The permanent flow monitoring plan will also include recommended groundwater and rainfall gage locations and quantities. The City may elect to implement the flow monitoring plan under this project, but the scope and fee will be negotiated separately.

2.4 FUNDING COMPLIANCE & COORDINATION

In December of 2023, FDEP made available 100% principal forgiveness loans under the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI). The City obtained \$15,024,000 for this program. This task will be used to monitor and maintain funding compliance throughout the duration of this program and construction.

MEAD & HUNT will provide funding compliance through an anticipated 18 months of construction which may include Davis-Bacon Act requirements, M/WBE requirements, and American Iron and Steel Requirements.

Prebid Meeting

MEAD & HUNT's compliance Representative will attend one (1) Prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, DBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Debarment and DBE Certification

MEAD & HUNT will use SAM.gov (System for Award Management) to search for the contractor's registration and if there are exclusion records. Mead & Hunt will fill-out the Certification the Contractor is Not Debarred form and will provide the information obtained from SAM.gov with the Certification to the County for review and signature. Mead & Hunt will review the contractor's proposal for a list of DBE subcontractors. If a list is provided within the contractor's proposal Mead & Hunt will cross-reference SAM.gov for subcontractor's registration and exclusion records. However, if a list is not provided, Mead & Hunt will request the list from the contractor.

MEAD & HUNT will request from the contractor the recorded efforts to contact DBE subcontractors in an attempt to subcontract portions of the job. Upon receipt of the contractor's documentation of DBE solicitation, CONSULTANT will fill-out the Certification of Affirmative Steps for DBE participation and provide it to the County for review and signature.

Davis Bacon Compliance

MEAD & HUNT's compliance representative will review Davis Bacon Wage rates, certified payrolls, and notice boards to ensure Davis Bacon compliance. Interviews assume an onsite compliance representative to be onsite 1-day per week, as necessary, for a construction duration of 18 months. If non-compliance is noted, the representative will notify the contractor and the county immediately in writing.

American Iron and Steel or Build America, Buy American requirements

MEAD & HUNT's compliance representative will review AIS and BABA certification letters to determine if they are compliant. The representative will inspect materials used in construction to ensure compliance. If non-compliance is noted, the representative will notify the contractor and the City immediately in writing.

2.5 REVIEW AND UPDATE CITY CODES FOR PRIVATE I&I

MEAD & HUNT will review the City's existing legal authorities (e.g., ordinances, sewer standards, inspection requirements, enforcement response program, etc.) related to private laterals and I/I source abatement on private property.

MEAD & HUNT will review ordinances within the region regarding private I&I and associated programs and provide a summary of these findings. MEAD & HUNT will lead a meeting with the City to summarize these findings and facilitate goals and action items to achieve the City's goals.

MEAD & HUNT will work with the City to develop relevant criteria for developing the policies and programs to address I&I from private sanitary sewer laterals, private collection systems, private pump stations, and illicit connections to the sanitary sewer system. The policies will address inspection, ownership, funding, implementation, permitting, monitoring, management, and enforcement.

The recommendations relate to private I&I and investigate the feasibility of, and make recommendations for a Private I&I program that may include:

1. Potential Code changes to strengthen the ability of the City to investigate and enforce removal of Private I&I sources
2. Potential private lateral program to provide incentives for residences to inspect and rehabilitate laterals
3. Potential funding opportunities to support possible incentives to the homeowners
4. Potential program for permitting private collection systems

Deliverables

- Summary of City's existing ordinances
- Summary of ordinances within the region, policies, and programs with regards to private I&I
- Meeting minutes with summary of goals and action items from this meeting

2.6 DASHBOARD DEVELOPMENT

Field activities and inspections will leverage the latest advancements in mobile GIS technology. This includes the use of ESRI's Survey 123, Fieldmaps, and Quick Capture to accurately and efficiently collect standardized data and content. These tools will be stored in a hosted and secure geospatial database.

By employing these cutting-edge technologies, we can:

- Enhance data accuracy and consistency across field operations
- Streamline the data collection process, reducing time and effort
- Acquire real-time data for better decision-making
- Maintain a secure and centralized repository for geospatial data
- Facilitate easy access and information sharing among team members and stakeholders

This approach not only improves field activity efficiency but also supports comprehensive data analysis and reporting, leading to more informed and effective management of assets and operations.

The use of GIS and Microsoft Power BI dashboards has been an efficient means of graphically portraying complex data summaries, statistics, maps and much more to help with managing pipeline assets, field inspections, asset management, pipe condition, pipe age, SSOs, funding needs and construction status. The Dashboard will be utilized summarize available and on-going inspection data for the prioritized basins.

MEAD & HUNT will review existing data that may be incorporated into GIS dashboards and summarize all proposed fieldwork that should be incorporated into the dashboards. MEAD & HUNT will meet with the City and develop a plan to incorporate the following types of data and inspection information into GIS-Based dashboards that will be maintained and shared with the CITY through ESRI applications.

- Sanitary Sewer Overflow (SSO) historical and on-going summaries (maps, tables, charts)
- Historical and on-going sewer and force main breaks, point repairs and replacements
- Sewer Inspections data with PACP standards
- Manhole Inspections data with MACP standards
- Flow Meter Data
- Pump Station Run Times

Deliverables

- Dashboard Workshop Agenda and Minutes

2.7 FINDINGS & RECOMMENDATIONS REPORT

MEAD & HUNT will produce a comprehensive project report deliverable that documents all data collection and field investigation activities and presents findings and recommendations for wastewater collection system capital improvements and operation and maintenance (O&M) needs, including a recommended schedule and cost for all proposed improvements. Recommendations will also be made for any proposed future permanent flow monitoring program with number of meters, locations, meter types, costs and schedules.

Additionally, the asset register will be populated with the new data and data gaps will be filled or identified. Assets with missing or incomplete data can be flagged for future data collection efforts.

The level of effort for this task includes data updating, maintaining the data hub, and QA/QC of all data.

Deliverables

- Updated GIS Model and Dashboard
- Draft Program Findings and Recommendations Report
- Final Program Findings and Recommendations Report

2.8 CEI SUPPORT SERVICES

MEAD & HUNT will supply a resident project representative (RPR) for full time construction observation/documentation for the duration of the project, as the City desires. Full time construction observation is assumed to be 8 hour/day for an average of 5 days/week for 18 months (78 weeks). The inspector will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward complaints. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review. This task will be performed on a time and expense basis.

Deliverables – Construction Observation

- Reports of Work Activities

2.9 SSES PUBLIC INVOLVEMENT AND OUTREACH SERVICES

MEAD & HUNT will engage the public through various forms of public outreach and City platforms for all field activities. Elements to be included in the Public involvement Program include the following:

- Attend project-related meetings, as needed
- Distribute program mailers via every door direct mail
- Develop and produce program door hangers to be used as needed for localized work
- Operate the program hotline
- Coordinate field program activities with the Fire Department and other stakeholders
- Record and respond to public requests and concerns

Deliverables

- As indicated

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

PHASE/TASK	DURATION TO COMPLETE (CALENDAR DAYS)	Commencing Upon
<i>Phase 1 – Program Planning</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Program Technical Services</i>	<i>1,095 days</i>	<i>Receipt of notice to proceed</i>

The above timeframes do include City and agency review time of 14 calendar days.

COMPENSATION

The not-to-exceed cost for this Scope of Services is described below.

PHASE/TASK	FEE/COST	BASIS
PHASE 1 – PROGRAM PLANNING		
1.1 Program Initiation, Management & Administration	\$123,161	Lump Sum
1.2 Data Review & Analysis	\$57,320	Lump Sum
1.3 Inflow Investigations	\$437,200	Lump Sum
1.4 Infiltration Investigations	182,230	Lump Sum
PHASE 1	\$799,911	
PHASE 2 – PROGRAM TECHNICAL SERVICES		
2.1 Lateral CCTV Investigations and Temporary Flow Monitoring Allowance	\$100,000	Actual cost + 10%
2.2 Design Improvements & Develop On-Call Contractors List	\$68,324	Lump Sum
2.3 Permanent Flow Monitoring Plan Development	\$17,355	Actual cost + 10%
2.4 Funding Compliance & Coordination	\$79,680	Lump Sum
2.5 Review and Update City Codes for Private I&I	\$45,280	Lump Sum
2.6 Dashboard Development	\$234,350	Lump Sum
2.7 Findings & Recommendations Report	\$181,020	Lump Sum
2.8 CEI Support Services	\$431,177	Time & Materials
2.9 SSES Public Involvement and Outreach Services	\$42,768	Actual cost + 10%
PHASE 2	\$1,199,954	
TOTAL PHASE 1 & PHASE 2	\$1,999,865	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: **CITY OF COCOA BEACH, FL**

Approved by: **MEAD & HUNT, INC.**

By: _____

By: _____

Name: _____

Name: Brad Y. Blais, PE

Title: _____

Title: Vice President/Client Manager

*The above person is authorized to sign for the City
and bind the City to the terms hereof.*

Date: _____

Date: October 30, 2024

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF COCOA BEACH, 600 MINUTEMEN CAUSEWAY, P.O. BOX 322430, COCOA BEACH, FL 32932, OFFICE OF THE CITY CLERK, 321-868-3286, cityclerk@cityofcocoa-beach.com.

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

EXHIBIT B
FEE SCHEDULE

No payments will be made under this contract until all the insurance, permit & license requirements in Article 7 have been met.

The City may request additional services other than those specified in **Exhibit A**. These services will perform at the rates shown within the fee schedule. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention. The fee schedule included herein as Exhibit B shall be subject to periodic updates as mutually agreed by both the CITY and CONSULTANT.

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2024

Standard Billing Rates

Clerical	\$93.00 / hour
Technical Editor	\$133.00 / hour
Senior Editor	\$217.00 / hour
Registered Land Surveyor	\$169.00 / hour
Accounting, Administrative Assistant	\$114.00 / hour
Technician I, Technical Writer	\$119.00 / hour
Technician II, Surveyor - Instrument Person	\$137.00 / hour
Technician III	\$159.00 / hour
Technician IV	\$177.00 / hour
Senior Technician	\$188.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$146.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$172.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$195.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$217.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$239.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$276.00 / hour
Senior Associate	\$309.00 / hour
Principal	\$340.00 / hour
Senior Client/Project Manager	\$309.00 / hour

Expenses

Geographic Information or GPS Systems	\$110.00 / day
Total Station Survey Equipment	\$120.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2024, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

EXHIBIT C

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF COCOA BEACH, FLORIDA

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

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

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

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

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

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

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

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

RECITALS

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

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

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

AGREEMENT

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

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02. CORRELATIVE WORDS.

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

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

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

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

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

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

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

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

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

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

(9) RESERVED.

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

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

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

(13) RESERVED.

2.02. LEGAL AUTHORIZATION.

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

2.03. AUDIT AND MONITORING REQUIREMENTS.

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

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

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

(2) Audits.

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

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

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

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

(3) Report Submission.

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

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

By Mail:

Audit Director

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

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

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

(4) Record Retention.

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

(5) Monitoring.

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

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

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

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

4.02. TITLE TO PROJECT SITE.

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

4.03. PERMITS AND APPROVALS.

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

4.04. ENGINEERING SERVICES.

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

4.05. PROHIBITION AGAINST ENCUMBRANCES.

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

4.06. COMPLETION MONEYS.

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

4.07. CLOSE-OUT.

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

4.08. DISBURSEMENTS.

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

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

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

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

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

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

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

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

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

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

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

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

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

5.06. ADDITIONS AND MODIFICATIONS.

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

5.07. COLLECTION OF REVENUES.

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

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

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

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

(1) RESERVED.

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

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

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

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

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

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

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

6.02. REMEDIES.

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

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

6.03. DELAY AND WAIVER.

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

ARTICLE VII – RESERVED.

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

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

8.03. ACCESS TO PROJECT SITE.

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

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

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

8.05. AMENDMENT OF AGREEMENT.

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

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

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

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

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

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

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

8.07. SEVERABILITY CLAUSE.

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

8.08. SIGNAGE.

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

8.09. DAVIS-BACON ACT REQUIREMENT.

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

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

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

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

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

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

8.11. RESERVED.

8.12. FISCAL SUSTAINABILITY PLAN.

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

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

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

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

8.13. PUBLIC RECORDS ACCESS.

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

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

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

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

8.14. SCRUTINIZED COMPANIES.

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

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

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

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

8.15. SUSPENSION.

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

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

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

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

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

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

8.16. CIVIL RIGHTS.

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

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

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

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

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

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

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

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

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

9.03. INSURANCE REQUIRED.

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

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

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

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

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

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

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

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

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

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

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

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

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

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

ARTICLE XI - EXECUTION OF AGREEMENT

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

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

for
CITY OF COCOA BEACH



Mayor

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

Attest:


City Clerk
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Digitally signed by Angela
Knecht
Date: 2024.10.02
14:24:12 -04'00'

Secretary or Designee

Date

**CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT**

CHANGE ORDER

CHANGE ORDER # _____

CONSULTANT _____

**DESCRIPTION
of
SERVICES
&
RATES**

LUMP SUM PRICE _____

WORK AUTHORIZED:

ACCEPTED:

City : _____ **Consultant:** _____
Contract Administrator Contract Administrator

Date: _____ **Date:** _____

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
Consultant; copy

**CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT**

**CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM**

THIS STANDARD CONTRACT ADDENDUM is made and entered into this 30 day of OCTOBER, 2024, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and Mex & Hunt, hereinafter referred to as "Consultant", concerning that certain agreement dated the ___ day of November, 2024 ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the Consultant's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their Consultants and subConsultants; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Consultant agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY HALL - SECOND FLOOR

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

1600 Minutemen Causeway
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM

3. Public Records Compliance Indemnification. Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Consultant shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Consultant is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subConsultants to provide an affidavit to Consultant attesting that the subConsultant does not employ, contract with, or subcontract with, an unauthorized alien. Consultant agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Consultant will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Consultant will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Consultant is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Consultant

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

requires from each of its subConsultants an affidavit stating that the subConsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Consultant hereby certifies that Consultant is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONSULTANT shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political

CITY OF COCOA BEACH

INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) agrees that no actions, suits or proceedings arising out of or relating to this Agreement shall be brought in, or removed to, any Federal Court.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Consultant agrees and assumes a continuous duty to disclose to the City if the Consultant or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Consultant shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Consultant based on Consultant’s social, political or ideological interest. Consultant agrees to similarly not request documentation or give preference to any subConsultant based on the subConsultant’s social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Consultant swears under penalty of perjury that the Consultant does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or

CITY OF COCOA BEACH
INFLOW AND INFILTRATION ABATEMENT PROGRAM CONTRACT

services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Consultant declares that Consultant has read the foregoing Section 15 above and that the facts stated in it are true.

Consultant:



Print Name: BRAD BLAS

Title: CLIENT MGR.

Company: MEAD & HUNT

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Keith Capizzi, Mayor

APPROVED AS TO FORM

City Attorney

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Randy Stevenson, Director of Development
Services

MEETING DATE

November 7, 2024

REQUESTED MOTION/ACTION

ADOPT ORDINANCE 1694 ON FIRST READING: AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance 1694 is intended to protect the City of Cocoa Beach and its residents, business owners, and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for misleading, false, fraudulent or deceptive advertisements.

Staff Representative: Loren Wiltse - Principal Planner, Randy Stevenson - Development Services Director

Recommendation: Adopt

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Ordinance 1694 is intended to protect the City of Cocoa Beach and its residents, business owners, and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for misleading, false, fraudulent or deceptive advertisements.

The Commercial Speech Doctrine, as established by case law of the United States Supreme Court, makes it clear that commercial speech that is misleading, false, fraudulent or deceptive, or proposes an illegal transaction, does not even pass the threshold of First Amendment protection and may be banned. Adoption of Ordinance 1694 will facilitate easier resolution/prosecution of incidents of misleading advertising.

ORDINANCE NO. 1694

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A NEW CHAPTER 13.1, "MISLEADING ADVERTISING", TO THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, PROHIBITING MISLEADING ADVERTISING WITH A RATIONAL NEXUS TO THE CITY OF COCOA BEACH; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 817.41 Florida Statutes, provides that; "It shall be unlawful for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.

WHEREAS, the City Commission has considered the comments provided by interested citizens, and has the authority to designate misleading advertising with a rational nexus to the City of Cocoa Beach, to be declared fraudulent and unlawful and subject to findings, restrictions and conditions deemed necessary to ensure public safety; and

WHEREAS, the City Commission has determined it to be in the best interest of the City of Cocoa Beach and its residents and visitors to ensure that potential visitors are not deceived by misleading, false, fraudulent or deceptive advertisements and are damaged thereby resulting in injury to the reputation of the City of Cocoa Beach, and are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for the misleading, false, fraudulent or deceptive advertisements.

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

SECTION 1. FINDINGS. The foregoing "Whereas" clauses are true and correct and are hereby ratified and confirmed by the City Commission and reflect the legislative intent of this ordinance.

SECTION 2. ADOPTION. A new Chapter 13.1, "Misleading Advertising", of the Code of Ordinances of the City of Cocoa Beach and is hereby adopted to read as follows:

Chapter 13.1 MISLEADING ADVERTISING

ARTICLE I. IN GENERAL

Sec. 13.1-1. F. S. § 817.41 adopted.

- (a) It shall be unlawful for any person to commit any act which has a rational nexus to the City of Cocoa Beach which constitutes a violation of F. S., § 817.41, "Misleading advertising prohibited."
- (b) Every day a violation of this section continues shall constitute a separate offense which shall be separately punished. Every discrete misleading advertisement shall constitute a separate offense which shall be separately punished.
- (c) Every violation of this section shall also be deemed a civil infraction which may be punished in accordance with the provisions of a resolution adopted by the city commission.
- (d) In addition, any violation of this section is deemed a public nuisance, and shall be subject to abatement by the city, and any person who is found in violation of this section shall be subject to injunctive relief in a court of competent jurisdiction to enjoin the violation, as well as any other relief permitted by law, and such relief shall be cumulative.

ARTICLE II. MISLEADING ADVERTISING RELATING TO LODGING ESTABLISHMENTS

Sec. 13.1-2. Authority, scope and purpose.

This article is enacted under the home rule power of the City of Cocoa Beach in the interest of the health, peace, safety and general welfare of the residents of, business owners in, and visitors to, Cocoa Beach, and to protect the visitors and potential visitors to the City of Cocoa Beach from advertisements that are misleading, false, fraudulent, or deceptive, relating to lodging establishments in the City of Cocoa Beach.

The City of Cocoa Beach adopted chapter 26.5, an ordinance regulating vacation rentals, which imposed certain occupancy regulations on vacation rentals within the City of Cocoa Beach. Most vacation rental owners comply with the occupancy requirements imposed by the Vacation Rental Ordinance and their vacation rental registration and advertise their vacation rentals in a manner that is not misleading, false, fraudulent, or deceptive as to the number of occupants permitted in a vacation rental.

There are certain lodging establishments that are condominiums that have restrictions in their condominium documents as to rental limitations, including, but not limited to occupancy caps.

There are certain vacation rental owners who advertise occupancy levels that are not permitted under the Vacation Rental Ordinance, thereby subjecting potential vacation rental occupants to penalties and enforcement actions under the Cocoa Beach Code of Ordinances. There could also be negative repercussions to renters of a condominium unit if the condominium unit is rented in contradiction to condominium regulations.

There are certain vacation rental owners and/or management companies that advertise occupancy levels that are not permitted under the Vacation Rental Ordinance and, when discovered and notified of the misleading advertisement by the city, change the occupancy to the one allowed, but later change the occupancy to a non-permitted occupancy to avoid the occupancy restriction and the penalties for violations, as well as deceive potential vacation rental occupants. The city finds that such activities not only perpetrate fraud upon potential vacation rental occupants, but also perpetrate a fraud against the city and should be subject to special penalties under this article.

It is in the best interest of the City of Cocoa Beach and its residents, business owners and visitors to ensure that potential visitors are not lured to the City of Cocoa Beach through misleading, false, fraudulent or deceptive advertisements, and are thereby made subject to unexpected and unpleasant enforcement actions that would not occur, but for the misleading, false, fraudulent or deceptive advertisements.

The Commercial Speech Doctrine, as established by case law of the United States Supreme Court, makes it clear that commercial speech that is misleading, false, fraudulent or deceptive, or proposes an illegal transaction, does not even pass the threshold of First Amendment protection and may be banned.

Sec. 13.1-3. 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:

The word "dwelling" shall mean any habitable space, such as, but not limited to a house, condominium, duplex, or apartment, regardless of the location.

The phrase "lodging establishment" includes any Vacation Rental as defined in section 26.5-3 of this Code, and any house, condominium, duplex, apartment, unit, dwelling, building, or group of buildings located within the City of Cocoa Beach.

The phrase "misleading advertising" includes any statements made, or disseminated, in oral, written, digital, or printed form or otherwise, to or before the public, or any portion thereof, which are

known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading in any respect, including, but not limited to:

- (1) Advertising a lodging establishment for occupancy for a number of occupants in excess of the number of occupants allowed in the lodging establishment's vacation rental registration;
- (2) Advertising a condominium unit for a use in violation of any restriction contained in the condominium association's documents; or
- (3) Advertising a house, condominium, duplex, or other dwelling, whether located in Cocoa Beach or not, with the intent to place any tenants responding to such advertisement in a different location in the City of Cocoa Beach;
- (4) Commit repetitive misleading advertisement activity;

which are, or were, made, committed, or disseminated with the intent or purpose, either directly or indirectly, of renting or leasing any lodging establishment or other dwelling of any kind, or to induce the public to enter any obligation relating to such rental or leasing of a lodging establishment or other dwelling.

The word "person" includes individuals, firms, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, limited liability companies, unincorporated associations, companies, corporations, and all other groups, combinations, or legal entities.

The phrase "repetitive misleading advertisement activity" means when a vacation rental is advertised at an occupancy level that is not permitted under the Vacation Rental Ordinance and, when discovered and notified of the misleading advertisement by the city, the advertisement is changed to the occupancy allowed, but later is changed to an occupancy that is not permitted under the Vacation Rental Ordinance.

Sec. 13.1-4. Specific misleading advertisements prohibited; punishments.

- (a) It shall be unlawful for any person to make or disseminate or cause to be made or disseminated before the general public, or any portion thereof, any misleading advertisement with a rational nexus to the City of Cocoa Beach. Such making or dissemination of misleading advertising with a rational nexus to the City of Cocoa Beach shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.
- (b) Every day a violation of this section continues shall constitute a separate offense which shall be separately punished. Every discrete misleading advertisement shall constitute a separate offense which shall be separately punished.
- (c) Every first violation of this section shall be deemed a civil infraction which may be punished in accordance with the provisions of section 30-22 of this Code. For purposes of the civil infraction, the civil penalty shall be as set forth in a Resolution of the city commission.
- (d) Persons found to have committed repetitive misleading advertising activity, and the owners of the vacation rentals that are the subject of such repetitive misleading advertising activity, shall each be fined in an amount computed by the Special Magistrate based on criteria as set forth in a Resolution adopted by the city commission. If a management company or individual registered the vacation rental under the city's Vacation Rental Ordinance, such management company or individual, for the purposes of enforcing this ordinance, shall be subject to a rebuttable presumption to have been the person to have committed repetitive misleading advertising activity. Notices of violations under this article shall be sent to the management company, individual and owner of a vacation rental, and they shall then have a duty to monitor future advertisements of the vacation rental to prevent repetitive misleading advertising activity. The determination of whether a repetitive misleading advertising activity has taken place shall be made in a quasi-judicial hearing before the Special Magistrate of the City of Cocoa Beach.

- (e) In addition, any violation of this section is deemed a public nuisance, and shall be subject to abatement by the city, and any person who is found in violation of this section shall be subject to injunctive relief in a court of competent jurisdiction to enjoin the violation, as well as any other relief permitted by law, and such relief shall be cumulative.

Sec. 13.1-5. Presumption.

There shall be a rebuttable presumption that the person(s) named in or obtaining the benefits, or calculated to obtain the benefits, of any misleading advertisement, or any rental, or prospective rental of any lodging establishment or other dwelling about which there is a misleading advertisement, including, but not limited to the owner(s) and the individual or management company handling such lodging establishment or other dwelling, are responsible for such misleading advertisement, have committed the violation prohibited herein, and are subject to the punishment provided herein.

SECTION 3. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 4. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Cocoa Beach.

SECTION 5. 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 6. Effective Date. This ordinance shall become effective upon adoption by the City Commission.

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:

Karen Groom
City Clerk

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