



Meeting Agenda
Thursday, April 3, 2025

7:00 PM

REGULAR MEETING

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. Mark Reynolds, Pastor, First United Methodist Church
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. COMMUNITY REDEVELOPMENT AGENCY (CRA)

Commission will convene as the Cocoa Beach Downtown Community Redevelopment Agency for the following item:

Request to approve Commercial Visual Improvement Program Grant for Dirty Birds Tiki Bar Grill, LLC; located at 142 Minutemen Causeway, Cocoa Beach, Florida 32931; in the amount of \$50,000.

This is a budgeted item.

Staff Representative: Devan Taly, Deputy Finance Director

Recommendation: Approve

Commission will reconvene for the remaining items.

H. CONSENT AGENDA

1. Approve the following minutes: February 20th, March 6th, and March 20th Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve
2. Approve the purchase of a replacement pump for sewer lift station #5 in the amount of \$61,167. This is a budgeted capital item.
Staff Representative: Brad Kalsow, Water Rec/Public Works Director
Recommendation: Approve
3. Approve Brevard County Ocean Rescue MOU's - Cocoa Beach Pier, Shepard Park, Fischer Park for FY 26.
Staff Representative: Wayne Carragino, City Manager
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Adopt Ordinance No. 1697 on first reading. ORDINANCE NO. 1697 AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING chapter 26.5, "Vacation rentals", of the Code of Ordinances of the City of Cocoa Beach; providing for miscellaneous changes to findings of fact and definitions; providing for updating grandfathering provisions; providing for additional and/or revised methods of enforcement, registration and penalties for violations of vacation rental regulations; providing for violations of chapter; providing for temporary suspension of certificate of registration; providing for exemption for pre-existing rental agreements; and providing for CONFLICTS, codification, SEVERABILITY, AND AN EFFECTIVE DATE.
Staff Representative: City Commission
Recommendation: Adopt on first reading
2. Adopt Resolution 2025-04: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA; providing legislative findings; AMENDING RESOLUTION NO. 2025-01 that set vacation rental fees and

fines and false advertising fines, by providing for an additional reduced fee time period for the payment of vacation registration fees and late fees; providing that all provisions of resolution No. 2025-01 shall remain effective except as temporarily revised by this resolution; and providing for severability and an effective date and ending date.

Staff Representative: City Commission

Recommendation: Adopt

K. NEW BUSINESS

1. Thunder on Cocoa Beach is requesting sponsorship from the City of Cocoa Beach for an amount not to exceed \$5,000 per the Code of Ordinance.

Representative: Jenny Pruett

Recommendation: Approve in kind donation

2. Adopt Resolution 2025-05: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, providing for the cooperation of the city and city staff with the Office of Policy and Budget in the Executive Office of the Governor and its Ensuring Government Efficiency Team ("EOG DOGE Team"); providing direction to the city manager; AND PROVIDING AN EFFECTIVE DATE

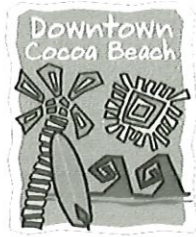
Staff representative: Jeremy Hutcherson, Commissioner

Recommendation: Adopt

L. GENERAL PUBLIC COMMENT

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

M. ADJOURNMENT



Community Redevelopment Agency (CRA) Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties. Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$50,000 — of a project's renovation/upgrade hard construction costs.
- All applications provided to the CRA Administrator must be approved by the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Funding is available from October 1st-July 1st of that fiscal year. After July 1st, further applications for that year will no longer be accepted.

TIME FRAME:

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

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.
- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.

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

REQUIREMENTS:

- All improvements must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA.
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

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

APPLICANT REQUIREMENTS:

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

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

APPLICATION CHECKLIST:

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

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

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

APPLICANT INFORMATION

Applicant's Name: Daniel Todd

Applicant's Corporate Name: Dirty Birds Tiki Bar & Grill, LLC

Applicant's Corporate Business Address: 142 Minutemen Causeway

Name of Business at Project Address: Dirty Birds Tiki Bar & Grill, LLC

Applicant's City of Cocoa Beach Business Tax Receipt #: BTR-25-14

Federal Tax ID Number or Social Security Number: 33-2717138

Applicant's Phone Numbers: 321-613-2580 Business 321-863-5698 Cell

Applicant's Email Address: Daniel@DirtyBirdsTikiBar.com

Is Applicant the property owner or a tenant proposing the façade improvements? Owner ☐

Tenant ☒

PROPERTY INFORMATION

Property Owner's Name: Giuseppe Conoscenti

Property Owner's Mailing Address: 395 Carmine Drive, Cocoa Beach, FL 32931

Property/Project Address: 142 Minutemen Causeway, Cocoa Beach, FL 32931

Alt Number(s): _____

Name of Tenant(s): Dirty Birds Tiki Bar & Grill, LLC

Lease Expiration Date: January, 2030 Option to Extend: ☒ Yes ☐ No How Long: 5- Years

Property Manager: Giuseppe Conoscenti Phone: 321-693-7751 Email gconoscenti66@gmail.com

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

Total Applicant Funds: \$177,886 Total Anticipated Grant Request: \$50,000

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

We intend to upgrade an unsightly and barren corner lot into a beautifully landscaped area with spectacular tiki structures. These structures will be professionally built and treated with fire-retardant by Big Kahuna Tiki Huts Inc..

Big Kahuna Tiki Huts Inc. is a well known local business that is respected as "the" company to use for quality tiki huts. The City staff has worked with them in the past and recommended them as quality builders with fair market prices.

We have not been able to get other viable quotes for this work. We reached out to several other tiki builders, but were told they either did not have the resources to handle such a large project, or did not have the ability to complete such a job in a reasonable time frame.

Big Kahuna has built tikis for the Westgate Pier, Westgate Resort (formerly Wakulla Suites), Hilton Hotel's Longboards, and the large tiki at Dolphins Bar & Grill in Merritt Island.

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

The existing lot is nothing but raw dirt/sand surface. Previous tenant had some artificial turf over some of this. We intend to use a much smaller portion of turf, but add tiki structures and beautiful decking.

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

We have spent over \$200,000 in improvements to this property to date. These RDA funds will go solely towards the cost of adding gorgeous tiki structures. Without these funds, we do not have the resources to reasonably fund these improvements. This grant will go a very long way towards improving the beautification of this key Downtown corner.

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

We intend to employ a full time staff to permanently maintain the improvements and keep the property in a clean and beautiful condition.

5. Current Number of Employees: Full-Time 20 Part-Time 20 Contract 0
Number of Employees (Post Project Completion) Full-Time 20 Part-Time 20

Contract ⁰_____

Number of Construction Workers for Project: ¹⁵_____

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

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
Build Several Tiki Structures	Savings/Cash on Hand	\$ 177,886
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$ 177,886

The rest of this page is intentionally left blank.

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

[Signature]
Signature of Applicant

3/25/25

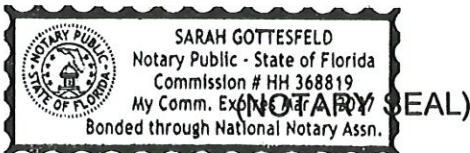
Date

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 25 day of March, 2025, by Sarah Gottesfeld (name of person acknowledging).

[Signature]
(Signature of Notary Public-State of Florida)



(Name of Notary Typed, Printed, or Stamped)

Personally Known x OR Produced Identification _____

Type of Identification Produced

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

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

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Giuseppe Conascenti, owner and/or authorized representative of 142 Mandemey LLC, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Daniel Todd, the tenant and/or business owner.

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

DATE this 2/12/25 day of _____. Authorized Signature: _____

SIGNED AND SWORN TO before me

This 12 day of February _____

NOTARY SEAL:



Notary Public, State of Florida

My commission expires: 3/2/27

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Dana Blickley, CFA, Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

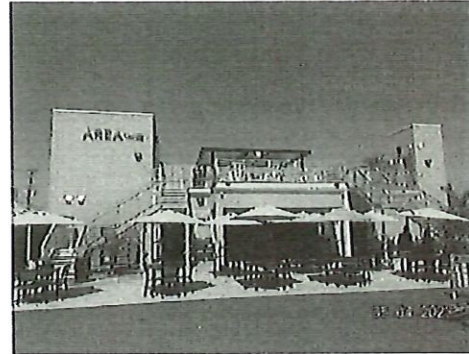
(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS Account 2518005 - Roll Year 2024

Owners	142 MINUTEMAN LLC
Mailing Address	395 CARMINE DR COCOA BEACH FL 32931
Site Address	142 MINUTEMEN CSWY COCOA BEACH FL 32931
Parcel ID	25-37-14-DD-32-6
Taxing District	26H0 - COCOA BEACH
Exemptions	NONE
Property Use	3300 - NIGHT CLUBS, COCKTAIL LOUNGES, BARS
Total Acres	0.39
Site Code	0353 - MINUTEMAN CAUSEWAY
Plat Book/Page	0003/0054
Subdivision	COCOA BEACH
Land Description	COCOA BEACH LOTS 1, 2, 3, 4, 5 & 6 EXC S 42 FT AS DESC IN DB 277 PG 569 BLK 32



VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$751,380	\$624,150	\$286,650
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$686,560	\$624,150	\$286,650
Assessed Value School	\$751,380	\$624,150	\$286,650
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$686,560	\$624,150	\$286,650
Taxable Value School	\$751,380	\$624,150	\$286,650

SALES / TRANSFERS

Date	Price	Type	Instrument
05/13/2020	--	QC	8740/1219
12/07/2018	\$235,000	WD	8325/2872
09/02/2008	\$108,000	QC	5885/3225
10/09/2006	\$450,000	WD	5725/2348
08/03/2004	\$240,000	WD	5347/0857
02/28/1997	\$73,000	WD	3649/4403
05/01/1976	\$18,000	NN	1621/0325

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 3300 - NIGHT CLUBS, COCKTAIL LOUNGES, BARS

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1958
Frame:	MASNRYCONC	Story Height	9
Roof:	BU-TG/MMBRN	Floors	2
Roof Structure:	WOOD TRUSS	Residential Units	0
		Commercial Units	1
Sub-Areas		Extra Features	
Balcony	1,837	Paving - Stone	3,326
Base Area (1st)	2,204	Covered Patio	500
Base Area (2nd)	473	Elevator - Portable Lifts	1
Open Porch	20		
Open Porch	198		
Total Base Area	2,677		
Total Sub Area	4,732		

PROPERTY DATA CARD #2

Building Use: 2110 - FAST FOOD RESTAURANT

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	2010
Frame:	STRUCSTEEL	Story Height	8
Roof:	ENAMEL METAL	Floors	1

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made and entered into as of January 10, 2025 (the "Effective Date" by and between 142 MINUTEMAN, LLC (the "Landlord"), DIRTY BIRDS TIKI BAR & GRILL, LLC (the "Tenant") and DANIEL TODD ("Guarantor").

WITNESSETH:

WHEREAS, Tenant is desirous of leasing from Landlord and Landlord is desirous of leasing to Tenant certain premises hereinafter described, upon the terms, conditions, and covenants set forth below;

WHEREAS, this is a triple net lease, and Tenant is solely responsible for paying for, without limitation, all property taxes, insurance, and maintenance required or due with respect to the Property under this Lease.

NOW, THEREFORE, in consideration of the rents hereinafter reserved and all of the terms, conditions, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Demise and Description. Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby rent and lease to Tenant, on the terms and conditions and for the purposes set forth herein, the following described property ("Property" or "Premises"): 142 Minutemen Cswy., Cocoa Beach, FL 32931, consisting of 0.35 square acres of vacant land or 15,246 square feet, more or less; and 142 Minutemen Cswy., Cocoa Beach, FL 32931. In no event shall Tenant use any space outside of the Premises, including without limitation the area outside of the Premises, whether for use as a food service establishment, a bar serving alcoholic beverages, or any other use, and Landlord shall not have any obligation to consent to any sublease of such space. Tenant agrees that Tenant's use of such space shall be considered a material default of this Lease. Tenant acknowledges that Tenant's leasehold interest in the Premises is subject to: (a) covenants, conditions, restrictions, easements, Mortgages, and other matters of record; (b) the effect of all Legal Requirements, including any local zoning laws; and (c) general and special taxes not delinquent. Tenant also agrees that no representations with respect to the condition of the Premises, no warranties or guaranties, expressed or implied, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to workmanship or any defects in material, and no promise to decorate, alter, repair, or improve the Premises either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein. Landlord shall have the right from time to time during the Term to install, relocate, maintain, and operate conduits, facilities, and structures comprising the HVAC system or any part thereof and permitting the conveyance

2. Term

(a) Duration and Commencement: This lease shall be for a term of 60 months (the "Term"), unless extended or terminated earlier pursuant to the provisions hereinafter set forth. The Term shall commence on January 1, 2025, (the "Commencement Date") and shall expire at 11:59 p.m. on December 31, 2029.

(b) Delivery of Premises: Tenant has inspected the Premises and accepts same in its present condition, covenanting not to make any claim against Landlord related to the condition of the Premises nor related to any maintenance, repairs, or improvements to the Premises made by Tenant.

Big Kahuna Tiki Huts, Inc.
601 Monroe Ave
Cape Canaveral, FL 32920-2241
www.palmhuts.com
(877) 249-4038

palmhuts@yahoo.com
FL License# CBC1259971



Estimate# 13604 3/6/2025

Customer

Todd, Daniel
142 Minutemen Cswy
Cocoa Beach, FL 32931-2909
321-863-5698

Daniel Todd - 321-863-5698

Service Location

Todd, Daniel
142 Minutemen Cswy
Cocoa Beach, FL 32931-2909

Item(s)					
Qty	Description	Rate	Amount	Tax	Approved
1	Custom built authentic 30 foot x 40 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing).	\$38,400.00	\$38,400.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (30x40) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$4,800.00	\$4,800.00	Non	Yes
1	Custom built authentic 23 foot x 23 foot x 23 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing). ***NOTES*** 10' Tall Triangle shape hut	\$7,328.00	\$7,328.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (23x23x23) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$916.00	\$916.00	Non	Yes
1	Custom built authentic 30 foot x 30 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing). ***NOTES*** 32' tall pressure treated New Hut going over building	\$34,560.00	\$34,560.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (30x30) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$3,600.00	\$3,600.00	Non	Yes
1	Custom built authentic 25 foot x 30 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing).	\$24,000.00	\$24,000.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (25x30) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$3,000.00	\$3,000.00	Non	Yes
2	Custom built 28 foot x 16 foot tiki awning hung over bar. Built from cypress poles, burnt and coated with polyurethane. Awning is covered with real palm fronds.	\$14,336.00	\$28,672.00	Non	Yes

2	Fire retardant to be sprayed on chickee hut. (28x16 awning) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$1,792.00	\$3,584.00	Non	Yes
1	Signed and Sealed Certified Architectural Digital Drawings for Tiki Hut.	\$9,000.00	\$9,000.00	Non	Yes
2	Fire retardant to be sprayed on chickee hut. (6.5x9 awning) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$252.00	\$504.00	Non	Yes
2	Custom built 6.5 foot x 9 foot tiki awning hung over bar. Built from cypress poles, burnt and coated with polyurethane. Awning is covered with real palm fronds.	\$2,016.00	\$4,032.00	Non	Yes
1	Custom built authentic 5 foot x 4 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing). ***NOTES*** Breezeway	\$640.00	\$640.00	Non	Yes
2	Custom built 3 foot x 5 foot tiki awning hung over bar. Built from cypress poles, burnt and coated with polyurethane. Awning is covered with real palm fronds. ***NOTES*** Typically \$500 a piece doing for free per Scott	\$0.00	\$0.00	Non	Yes
1	Permit Admin Fee as long as Cocoa Beach will allow us to pull all tikis under 1 permit.	\$1,200.00	\$1,200.00	Non	Yes
1	Additional cost for permit fees: TBD by your Municipality/County Building Department. These fees may be invoiced separately. ** Customer needs to supply survey with hut location and measurements to nearest property lines **	\$0.00	\$0.00	Non	Yes
3	Custom 7 post sign	\$4,550.00	\$13,650.00	Non	Yes
1	After each completed phase of the project, the crew supervisor is authorized to collect either CHECK or CASH payment for that portion of the job. *** Please make checks payable to Big Kahuna Tiki Huts, Inc. *** \$53,366 deposit is required upon signing of order. \$118,520 is due upon completion of the hut.* \$6,000 is due upon completion of fire retardant spray * Permit fees & any additional work will change the total of the final invoice.	\$0.00	\$0.00	Non	Yes

Total \$177,886.00

Terms

This Estimate contains the entire detailed agreement of the parties. All prior understandings and agreements, whether written or oral, between the parties are merged into this Estimate. All prices quoted are valid for 90 days from the date stated on this estimate. Customer is responsible to determine the location of the tiki hut placement. On re-thatches additional charges may incur if it is determined that the dimensions of the tiki roof is larger than originally determined by customer or salesman. Customer is responsible for removing items in/under tiki hut/bar while work is being done. Big Kahuna is not liable for damages to unremoved items. We use authentic palm leaves, therefore we cannot be held liable for insects that may remain on palm leaves. After palm leaves are cut they are subject to shrinkage and they will change in color after we thatch your tiki hut. Due to the nature of palm leaves drying, you may encounter small opening until the leaves have totally laid down. This usually takes approximately 30-60 days. Palm leaves are guaranteed for 90 days. No warranty on tiki hut against act of nature, weather, fire, or insects. Customer must mark any pipelines, cables, etc., either above or under ground that may interfere with construction. We cannot be held liable to damages to these lines. Big Kahuna is granted permission to use any digital media of work performed. If pavers, tiles, marble, etc. are removed to install posts, then customer is responsible to reinstall. Standby time is to be at \$250 per hour for delays not caused by Big Kahuna Tiki Huts payable by customer. Customer is responsible for payment for any and all permits. DEPOSIT IS NON-REFUNDABLE, PAYMENT IS DUE ACCORDING TO PAYMENT SCHEDULE, IF LISTED, OR IN FULL UPON COMPLETION OF EACH ITEM. By signing below you agree with the terms outlined above.

Sales Rep:
Scott McCauley

Customer Signature

Date

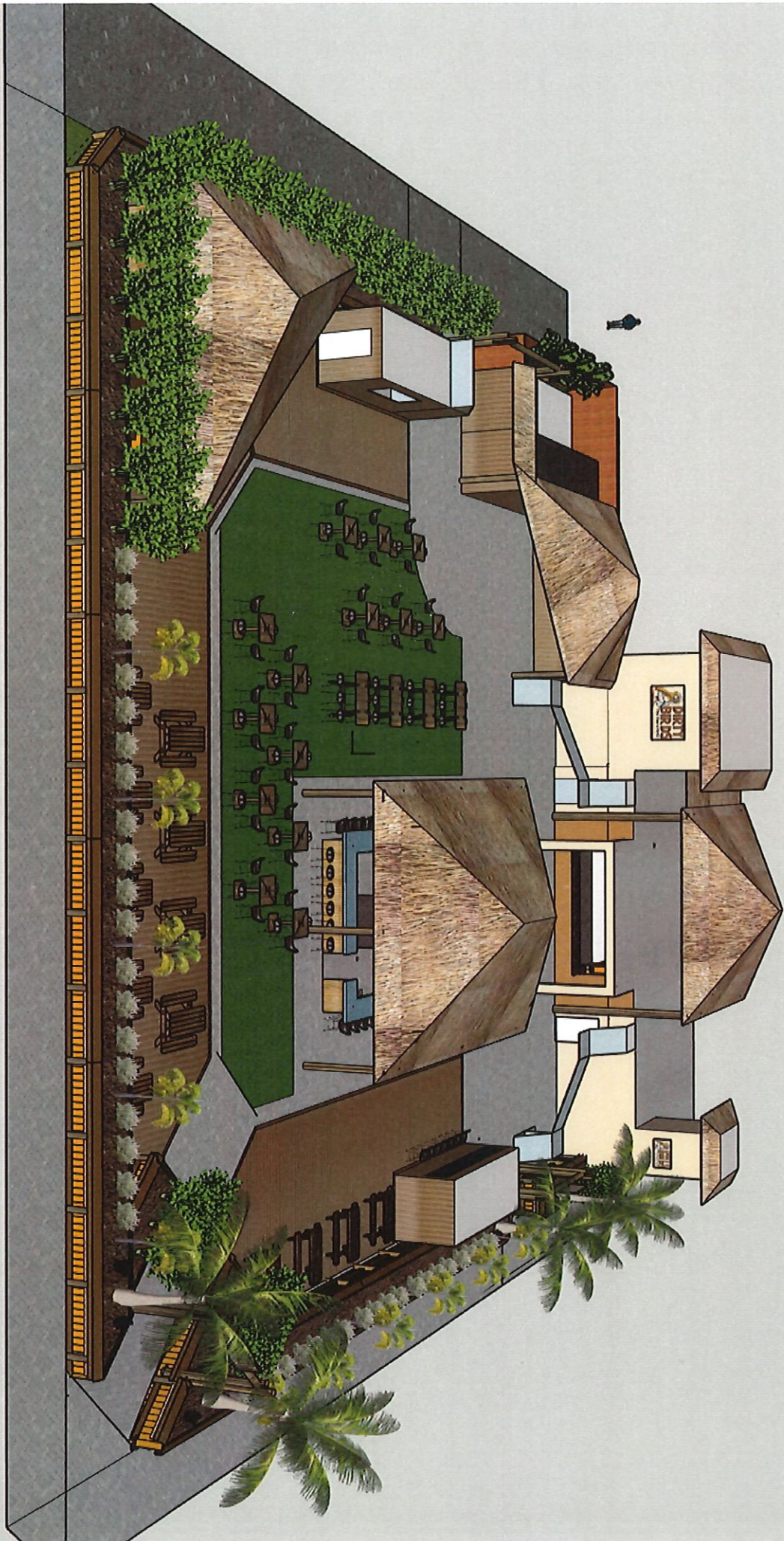














Big Kahuna Tiki Huts, Inc.
601 Monroe Ave
Cape Canaveral, FL 32920-2241
www.palmhuts.com
(877) 249-4038

palmhuts@yahoo.com
FL License# CBC1259971



Estimate# 13604 3/6/2025

Customer	Service Location
Todd, Daniel 142 Minutemen Cswy Cocoa Beach, FL 32931-2909 321-863-5698 Daniel Todd - 321-863-5698	Todd, Daniel 142 Minutemen Cswy Cocoa Beach, FL 32931-2909

Item(s)					
Qty	Description	Rate	Amount	Tax	Approved
1	Custom built authentic 30 foot x 40 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing).	\$38,400.00	\$38,400.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (30x40) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$4,800.00	\$4,800.00	Non	Yes
1	Custom built authentic 23 foot x 23 foot x 23 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing). ***NOTES*** 10' Tall Triangle shape hut	\$7,328.00	\$7,328.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (23x23x23) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$916.00	\$916.00	Non	Yes
1	Custom built authentic 30 foot x 30 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing). ***NOTES*** 32' tall pressure treated New Hut going over building	\$34,560.00	\$34,560.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (30x30) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$3,600.00	\$3,600.00	Non	Yes
1	Custom built authentic 25 foot x 30 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing).	\$24,000.00	\$24,000.00	Non	Yes
1	Fire retardant to be sprayed on chickee hut. (25x30) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$3,000.00	\$3,000.00	Non	Yes
2	Custom built 28 foot x 16 foot tiki awning hung over bar. Built from cypress poles, burnt and coated with polyurethane. Awning is covered with real palm fronds.	\$14,336.00	\$28,672.00	Non	Yes

2	Fire retardant to be sprayed on chickee hut. (28x16 awning) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$1,792.00	\$3,584.00	Non	Yes
1	Signed and Sealed Certified Architectural Digital Drawings for Tiki Hut.	\$9,000.00	\$9,000.00	Non	Yes
2	Fire retardant to be sprayed on chickee hut. (6.5x9 awning) ** NOTE ** Fire Retardant Spray will be applied 30 to 45 days after the thatch.	\$252.00	\$504.00	Non	Yes
2	Custom built 6.5 foot x 9 foot tiki awning hung over bar. Built from cypress poles, burnt and coated with polyurethane. Awning is covered with real palm fronds.	\$2,016.00	\$4,032.00	Non	Yes
1	Custom built authentic 5 foot x 4 foot pole to pole with a one foot overhang chickee hut. The main posts going into the ground will be 8" to 10" in diameter and will be sleeved. We use hand selected Florida native cypress poles. (Purlins at top of chickee hut maybe pressure treated wood). The thatched roof will be made from real palm fronds individually attached to the purlins. (Does not include electrical or plumbing). ***NOTES*** Breezeway	\$640.00	\$640.00	Non	Yes
2	Custom built 3 foot x 5 foot tiki awning hung over bar. Built from cypress poles, burnt and coated with polyurethane. Awning is covered with real palm fronds. ***NOTES*** Typically \$500 a piece doing for free per Scott	\$0.00	\$0.00	Non	Yes
1	Permit Admin Fee as long as Cocoa Beach will allow us to pull all tikis under 1 permit.	\$1,200.00	\$1,200.00	Non	Yes
1	Additional cost for permit fees: TBD by your Municipality/County Building Department. These fees may be invoiced separately. ** Customer needs to supply survey with hut location and measurements to nearest property lines **	\$0.00	\$0.00	Non	Yes
3	Custom 7 post sign	\$4,550.00	\$13,650.00	Non	Yes
1	After each completed phase of the project, the crew supervisor is authorized to collect either CHECK or CASH payment for that portion of the job. *** Please make checks payable to Big Kahuna Tiki Huts, Inc. *** \$53,366 deposit is required upon signing of order. \$118,520 is due upon completion of the hut.* \$6,000 is due upon completion of fire retardant spray * Permit fees & any additional work will change the total of the final invoice.	\$0.00	\$0.00	Non	Yes

Total \$177,886.00

Terms

This Estimate contains the entire detailed agreement of the parties. All prior understandings and agreements, whether written or oral, between the parties are merged into this Estimate. All prices quoted are valid for 90 days from the date stated on this estimate. Customer is responsible to determine the location of the tiki hut placement. On re-thatches additional charges may incur if it is determined that the dimensions of the tiki roof is larger than originally determined by customer or salesman. Customer is responsible for removing items in/under tiki hut/bar while work is being done. Big Kahuna is not liable for damages to unremoved items. We use authentic palm leaves, therefore we cannot be held liable for insects that may remain on palm leaves. After palm leaves are cut they are subject to shrinkage and they will change in color after we thatch your tiki hut. Due to the nature of palm leaves drying, you may encounter small opening until the leaves have totally laid down. This usually takes approximately 30-60 days. Palm leaves are guaranteed for 90 days. No warranty on tiki hut against act of nature, weather, fire, or insects. Customer must mark any pipelines, cables, etc., either above or under ground that may interfere with construction. We cannot be held liable to damages to these lines. Big Kahuna is granted permission to use any digital media of work performed. If pavers, tiles, marble, etc. are removed to install posts, then customer is responsible to reinstall. Standby time is to be at \$250 per hour for delays not caused by Big Kahuna Tiki Huts payable by customer. Customer is responsible for payment for any and all permits. DEPOSIT IS NON-REFUNDABLE, PAYMENT IS DUE ACCORDING TO PAYMENT SCHEDULE, IF LISTED, OR IN FULL UPON COMPLETION OF EACH ITEM. By signing below you agree with the terms outlined above.

Sales Rep:
Scott McCauley

Customer Signature

Date

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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and 142 Minuteman LLC, hereinafter referred to as "Property Owner" and Daniel Todd, hereinafter referred to as "GRANTEE".

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 142 Minutemen Causeway, identified by the Brevard County Property Appraiser through Parcel Number 25-37-14-DD-32-6, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within that fiscal year, after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project

documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE/Property Owner shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

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

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or nation termination of this agreement.

SECTION 10. BINDING EFFECT

This Agreement shall be binding upon and endure to the benefit of the parties hereto and

their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

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

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 20__.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [☐] Physical presence or [☐] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [☐] Physical presence or [☐] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

**CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
February 20, 2025**

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 7:00 PM.

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

Commission Members Present:

City Commissioner - Mayor Keith Capizzi
City Commissioner Joshua Jackson
Vice Mayor Skip Williams - Late
City Commissioner Jeremy Hutcherson
City Commissioner Tim Tumulty

Administrative Members Present:

City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Fire Chief Justin Grimes
Deputy Human Resources Director Jessica Hope
Development Services Dave Dickey
Deputy Finance Director Devan Taly
Deputy Fire Chief, Steve Lea
Finance Director Hana Juman
Human Resources Cindy DePina
Police Chief Wes Mullins
Project Manager Scott Maxim
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow
IT Tristian
Deputy Development Services Director Brian Palmer
Deputy Police Chief, Kris Kuehn
Planner, Corey Hall
Inspector, Mike Telesca

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.)

Commissioner Hutcherson requested that Item G3 be removed from the Consent Agenda.
MOTION BY HUTCHERSON / TUMULTY

CITY OF COCOA BEACH
CITY COMMISSION MINUTES

February 20, 2025

I MOVE TO APPROVE THE AGENDA WITH G3 PULLED FOR DISCUSSION
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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.

Mr. John Dillion discussed the crossovers and mentioned he was in contact with the contractor. He noted the poles and the construction. He noted the poles and noted that the scraps are to be returned to the City.

Ms. Janice Scott noted the first month since the inauguration of the President of the United States, Donald Trump. She also noted Elon Musk and his work within the government and his SpaceX program.

D. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Wayne Carragino, City Manager, noted the receipt of the new police SUVs and noted they are currently being outfitted and will have the "In God We Trust" placed onto the vehicles. Mr. Carragino also noted the golf irrigation project as well as the driving range project.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

Ms. Becky Vose, City Attorney, noted she provided the Commission with a Legal Opinion regarding Electric Bikes.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson discussed his ideas for the bike paths along Minutemen Causeway. It was noted of the legal opinion, however, requested that the commission provide consensus to move forward with the bike path with the provided drawing.

The City Attorney noted the updated drawing for the stencils would remove the legal hoops that would be needed.

Commissioner Tumulty noted his disapproval of the idea. It was requested to delay the consensus until all the commissioners were available to discuss the topic.

Commissioner Tumulty spoke about Cocoa Beach Jr/Sr. High. He noted it was filmed and potentially could be in a T.V. show. Mentioned Mr. Cole Manis, the schools Facilities Manager.

Mayor Capizzi noted his first TPO meeting. He mentioned his concerns regarding the speed bumps and concerns. Did note it was being brought back to FDOT regarding the Emergency Services. Also noted the beautification of the SR520 corridor by widening the sidewalks.

Vice-Mayor Williams arrived at the meeting at 7:11 pm.

Commissioner Hutcherson brought back the discussion of the stencils on the sidewalk. Wanted to discuss with the other members of the commission.

Mayor Capizzi didn't mind the appearance of the stencils. Spoke about his experience regarding riding bikes.

Vice-Mayor Williams inquired about the placement of the stencils.

Mr. Carragino stated that the placement was going to be placed every 100 to 200 feet, but would discuss with the consultant.

CITY OF COCOA BEACH
CITY COMMISSION MINUTES

February 20, 2025

Vice - Mayor Williams questioned the direction of the stencils, being the sidewalks are both directions.

Mayor Capizzi inquired if this would be safer or would it be just more work.

Commissioner Hutcherson noted this was a \$2,000 campaign.

Commissioner Tumulty noted the time, cost and it's sidewalk. Request that this come back as an agenda item.

Vice-Mayor Williams noted the legal and the rules.

Mayor Capizzi requested the path forward determination.

Commissioner Jackson noted his agreement with Commissioner Tumulty. He would like to request it come back so they could discuss it more.

Mayor Capizzi noted maybe just adding signage. He requested to bring it back and vote on it another time.

G. CONSENT AGENDA

The City Attorney read the consent agenda with the removal of item G3.

MOTION BY WILLIAMS HUTCHERSON

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the January 16th, and February 6th, Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve
2. Approve the purchase from Kendal Signs for a new double sided LED illuminated monument sign for Sidney Fischer Park in the amount of \$61,410. This is a budgeted item.
Staff Representative: Brad Kalsow, Public Works/Water Rec Director
Recommendation: Approve
3. Approve the recommendation to promote Justin Grimes to Fire Chief for the City of Cocoa Beach.
Per Chapter 2, Article 1. Section 2.6 Fire Department of the City of Cocoa Beach Code of Ordinances.

The City Manager is requesting the approval of the Interim Fire Chief, Justin Grimes, to the permanent Fire Chief for the City of Cocoa Beach. The term shall begin February 15, 2025, upon approval of the commission. His performance has been stellar, and he has more than demonstrated his ability to be the permanent Fire Chief for the City of Cocoa Beach.

Staff Representative: Wayne Carragino, City Manager

Recommendation: Approve

4. Accept the Quit Claim Deed provided by the Brevard County School Board for the Lift Station located on Freedom 7 School property. - ADDED 02/19/2025
Staff Representative: Brad Kalsow, Water Reclamation

CITY OF COCOA BEACH
CITY COMMISSION MINUTES

February 20, 2025

H. ITEMS REMOVED FROM THE CONSENT AGENDA

Item G3 was removed from the Consent Agenda.

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE JUSTIN GRIMES AS THE NEW FIRE CHIEF.

Vice-Mayor Williams inquired about the effective date. City Manager, Carragino, clarified the date.

Mayor Capizzi requested Mr. Justin Grimes to come to the podium.

Chief Grimes thanked the audience for the standing ovation. He thanked the Commission and the City Manager for believing in him for the position. He also spoke about this family standing behind him. He also noted his Fire Department team.

Vice-Mayor Williams inquired how long he had been with Chief Grimes. Chief Grimes noted he had been with the city for 19 years and noted he was with the Vice-Mayor his entire career.

Vice-Mayor Williams noted Chief Grimes' career in Cocoa Beach and wanted to show that Chief Grimes is proof that you can work your way up the chain.

Mayor Capizzi expressed his gratitude.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

I. UNFINISHED BUSINESS

1. Adopt Resolution 2025-01, A Resolution of the City Commission of the City of Cocoa Beach, Florida; providing legislative findings; amending Resolution No. 2023-06, a Master Resolution for Fees, by the removal of vacation rental fees and fines and false advertising fines from that resolution and placing those vacation rental fees and fines and false advertising fines into separate matrices incorporated into this resolution; and providing for severability and an effective date.
Staff Representative: Wayne Carragino, City Manager
Recommendation: Adopt Resolution 2025-01 - Vacation Rental Fees

The City Attorney read item H1, Resolution 2025-01.

MOTION BY HUTCHERSON/WILLIAMS

I MOVE TO ADOPT RESOLUTION 2025-01

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi inquired with the audience to ensure clarity on the request.

The City Attorney clarified that the resolution applies exclusively to the RS1 District, regulating only vacation rentals in that area.

Mayor Capizzi also discussed the resolution and the proposed fee increases.

City Manager Wayne Carragino acknowledged the task assigned to him by the Commission. He outlined the key points of the proposed fees, stating that while the fees would eventually apply citywide, they would initially be implemented only in the RS1 District. He discussed the costs associated with regulating short-term rentals and emphasized shifting the financial burden from

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taxpayers to STR operators. He also noted that the city currently has only one Code Enforcement Officer and addressed plans for expanding enforcement.

Mayor Capizzi clarified the matter being voted on, and Mr. Carragino confirmed that a vote was taking place.

Vice-Mayor Williams spoke about the resolution, detailing the costs and financial management of the funds. He explained how the funds could be used and the anticipated plan to hire an additional Code Enforcement Officer. He also spoke on property rights and spoke on both sides.

Mayor Capizzi explained his hesitation with the fees and the rates. He explained the fines, and the penalties he is ok with. He noted the registration rate and just focused on the fines.

Commissioner Tumulty agreed with Mayor Capizzi, stating that the issue lies not with those following the rules but with those who have yet to register. He suggested a dual-fee structure, where early registrants would pay a lower fee, with an increase after a set deadline. He also emphasized the importance of properly registering short-term rentals (STRs), noting that an estimated 200–300 STRs exist in the RS1 District.

Mr. David Dickey, Development Services Director, provided an update on STR registrations, reporting that only 200 out of the estimated 300 STRs in the RS1 District had completed registration.

Vice-Mayor Williams highlighted the need for additional staff to handle STR regulations. He explained that the challenges extend beyond registration, as enforcement and compliance also require attention

The City Attorney provided an overview of the process city staff follows regarding STR (Short-Term Rental) regulations. She explained the behind-the-scenes procedures, including the role of magistrate meetings in enforcement. Additionally, she highlighted financial concerns, noting that taxpayers currently bear the cost of regulating STRs, as STR owners are not contributing to these expenses.

Mr. Dickey reassured the commission that a single code enforcement officer is responsible for handling STR-related matters while also managing all other code enforcement issues within the city. He noted she is overwhelmed by the amount of cases she is currently handling.

Mr. Carragino mentioned the safety issues compared to hotels and vacation rentals.

Mr. Jim Vadic, Indialantic, STR owner in Cocoa Beach, inquired about the renewal prices and registration prices. He understands the penalty fees. He discussed the zones and who would be regulated and who is not. He noted his disagreement with the fees.

Ms. Margie Croteau, resident, noted the funds and the collection of the fees. She noted the approximate overall annual collection. She noted the staffing and the plan. She mentioned this would be a 10-year plan. She noted understanding the need for additional staffing but not understanding the issues are broken down to all staff. She explained what she had done for her personal STR home in Cocoa Beach.

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Ms. Vanessa Lavot, resident, noted her agreement with the other speakers previously spoken. She noted it the 300% increase. Spoke on her experience in Cocoa Beach. She requested compassion and understanding in the neighborhoods. Noted having hard fines, but not the registration of the homes.

Mr. Art Hitch, resident, spoke about his historical past regarding his family motel. He spoke about regulations that was required from Ocean City, Maryland. He noted the fees that were paid and spoke on his historical organization's affiliations. He noted he agreed that the registration fees were high. However, he noted that something needs to be done and noted his dislike of STR in the neighborhood.

Ms. Judi Eberle, resident, noted the numbers and the need for additional code enforcement. She recommended an in-house system. She noted meeting someone that knows the area and knows the properties. She noted seeing the funds and where they were going. Would like to see where the funds are going and where the accountability is to everyone else in the city.

Ms. Tam Liggett, resident, mentioned she owns a 10-unit vacation rental in Cocoa Beach and owns Space Coast Rental Vacation Rental. Ms. Liggett spoke on her guess who enjoy the area, and they would prefer a home versus a hotel. She noted the fees that an STR owner pays. She spoke additional fee's of the owners and wanted the commission to be aware and could shut down people from having the opportunity to own STR.

Mr. Heyward Davis, a resident, spoke on the STR in his neighborhood. He explained situations that he had endured over the past year.

Mr. Michael Jolly inquired about the zoning and the specific zone that the resolution covers. He noted not being aware of the zoning or areas this would cover. It was clarified that the zone RS1 was the residential areas. He noted a conversation over a year ago regarding homeowners and their properties. He noted the spread will be forward to the other areas. He noted property taxes from the owners and tourist taxes. It was explained how the city does not get any taxes for tourist.

Mr. Orson Tarver spoke about being a member of the planning board. He recommended this be an enforcement issue. He commented on adding additional staff and the schedule not working Monday through Friday but more after hours to include weekends. He noted the Police Department and the STR.

Mr. Brian Costleigh, resident, commented on no issues with the STR in his neighborhood. He noted the rules and following and spoke regarding the those who do not follow the rules. He noted his agreement with the fees to the point that it is not too many. Noted businesses in the RS1 district.

Mr. Daniel Young read a story about his home location and the vacation rentals regarding the STR. He also noted the vocal opinions and the attack, and he gave information to the commission regarding the economy. Spoke on a tiered system for fees.

Mr. Marcus Grantham mentioned he owns 3 condos and they are vacation rentals. He noted the 400% increase in the fees due to the city being unable to band STR. He spoke about the safety requirements required for his condo.

Ms. Elise Johnson, Cape Canaveral resident, a rental manager. She noted her rentals and that they are registered. She noted the fees are unreasonable and that the effectiveness is unproven. She gave the perspective of her owners regarding offsetting the rising cost of the homeowners.

Ms. Jill Forbes, resident, noted she had been working with the city regarding the large quantity

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of STR regarding the 8 maximum. She noted identifying the unregistered STR homes. She noted one code enforcement officer. She spoke about the listings and how the system they work.

Ms. Missy Barley, resident, spoke on the STR and the residents. She spoke about the programs used to advertise the homes. She understands there are a number of homes not registered. She noted not wanting the government to say what she could do or not do with her home. She recapped the conversation. She noted not being able to stop STR and would like to make it nicer.

Ms. Denise Sturman, resident, explained her neighborhood. She noted the struggle of having government say what could and not could be done. Noted regarding the business out a friend's home for swim classes. She mentioned trying to understand the purpose of the resolution. She inquired about the resolution and the outcome of the

Mr. John Newton, resident, noted a new STR owner in Cocoa Beach. He noted the issues with the vacation rentals and there are a lot of costs. He recommended the city to prioritize the enforcement. He noted the fines. He spoke on the economic impact of the city from his guest in his STR.

Ms. Ashley O'Brien, resident, mentioned the owners chose to have the STR. She noted renting the property long-term. She explained that the long-term properties would also have an economic impact on the community as well.

Commissioner Jackson thanked all those who commented and noted the emails received. He noted that they were not just copy and paste emails. Commissioner Jackson noting knowing friends who own STR in Cocoa Beach, and how they are unable to be in attendance. He noted the matter comes to a fee schedule and the costs are being carried by the residents. He noted that the residents should not carry the burden of an unregistered context.

Vice-Mayor Williams noted the fines and the lack of Code Enforcement. The Code Enforcement needs to be funded and the cost comes from the taxpayers. He noted his support of the resolution. He spoke on the records and compliance. He noted the accounting of the funds collected.

Commissioner Tumulty requested to speak to Mr. Dickey. He noted the misinformation and the non-information. He clarified that the RS1 is residential and the fees are surrounding. He inquired if there was a plan for the other zones and what was required.

It was confirmed by Mr. Dickey that currently only RS1 is required to register for vacation rentals. He noted that citywide everyone is required for the BTR.

Mayor Capizzi inquired why the BTR is citywide.

Mr. Dickey explained the BTR and the requirement to run a business. Could not speak about the vacation rentals and deferred to Ms. Vose, City Attorney.

Ms. Vose explained the commission's thoughts for only doing RS1 at the current time. She also explained the BTR and how they are different based on Florida Law.

Mr. Dickey noted the BTR is not used as funds for the Code, and is legally unable to be used due to taxes.

Commissioner Tumulty compared operating an STR in a residential zone to running a restaurant, bar, or other business in a single-family neighborhood. He argued that STRs function similarly to hotel rooms and emphasized that STR owners—not taxpayers—should bear the cost of regulation. He also referenced the Tourist Development Council (TDC),

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explaining that the city does not receive bed tax revenue. He suggested amending the STR fee structure, including a potential grandfather clause.

MOTION BY TUMULTY/CAPIZZI

AMEND THE VACATION RENTAL APPLICATION FEES, EXHIBIT A, TO CHANGE REGISTRATION FEE TO \$1,000 FOR 60 DAYS, AND AFTER 60 DAYS PERIOD GOES TO \$2,500.

Commissioner Tumulty spoke about the process.

Ms. Vose spoke about a period of forgiveness to be registered.

Mayor Capizzi noted the STR rentals and registered for 30 days and then had a \$2,500 fee and noted the renewals at \$800.

Vice-Mayor Williams explained the current situation and the fees. He requested to pass as it is and it can be changed.

Commissioner Hutcherson spoke on the user fee schedule. The goal to get the user fees to cover the cost of code enforcement.

Mayor Capizzi noted not supporting the charges for the registration.

Commissioner Jackson spoke about the fees and the building of the fees and the changes could be more costly and carefully change without the facts.

Vice-Mayor Williams called the question

AMENDED MOTION, REGISTRATION \$1,000 FOR 60 DAYS, THEN GOES BACK TO \$2,500.

VOICE VOTE ON THE MOTION CARRIED 2 / 3 - NAY JACKSON, CAPIZZI, WILLIAMS.

VOICE VOTE ON THE MOTION CARRIED 4 / 1 - NAY, CAPIZZI

J. GENERAL PUBLIC COMMENT

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

K. ADJOURNMENT

The meeting was adjourned at 9:06 PM.

____ Keith Capizzi, Mayor-Commissioner

____ Karin Grooms, City Clerk

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
March 6, 2025

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 7:00 PM.

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

Commission Members Present:

City Commissioner - Mayor Keith Capizzi
Vice-Mayor Skip Williams
City Commissioner Joshua Jackson
City Commissioner Jeremy Hutcherson
City Commissioner Tim Tumulty

Administrative Members Present:

City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Fire Chief Justin Grimes
Fire Marshall, Sal Liberto
Deputy Human Resources Director Jessica Hope
Development Services Director Dave Dickey
Deputy Finance Director Devan Taly
Deputy Development Services Director, Brian Palmer
Finance Director Hana Juman
Human Resources Cindy DePina
Information Technology Kevin Perez
Deputy Information Technology Ron Munn
Police Chief Wes Mullins
Deputy Police Chief, Kris Kuehn
Major Joe Versaggi
Major Tom Cooper
Planner, Corey Hall
Water Rec/ Public Works Director Brad Kalsow

B. APPROVAL OF THE AGENDA

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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE THE AGENDA WITH ITEM H1 PULLED
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. SPECIAL PRESENTATIONS

1. Proclamation - Ancient order of Hibernians
Keith Reynolds attending to accept

Vice-Mayor Williams read the Proclamation regarding the Ancient of Hibernians

Mr. Keith Reynolds, Director and Vice President of the Local Hibernations. He thanked the commission and gave a brief update on the history and his organization.

D. PUBLIC COMMENTS

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

Marcus Grantham, Indian Harbor Beach resident. Noted the speed bump and needing a warning. Spoke on the need to make a correction.

E. STAFF REPORTS AND ANNOUNCEMENTS

City Manager, Wayne Carragino informed the commission that he had been in contact with FDOT and had scheduled a meeting with its representatives. He sought direction on how to proceed regarding a speed bump and the speed limit change. After discussion, the commission reached a consensus, directing him to request the removal of the speed bump.

Mr. Carragino provided an update on the closure of Bicentennial Park. The City Manager noted that the process would take approximately eight months.

The City Clerk addressed the commission regarding the next meeting, explaining that the preliminary agenda appeared larger than usual. She requested an earlier start time to accommodate the extended discussions and also noted that a CRA meeting would be included within the regular session. The commission agreed to begin the meeting at 6:30 PM.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

No reports.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

No commission reports.

H. CONSENT AGENDA

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the Interlocal Agreement between the Space Coast Transportation Planning Organization (TPO), FDOT and Brevard County municipalities in reference to the TPO to provide transportation planning services, to include the Central Florida Expressway Authority. Brevard County is a member of the Central Florida Expressway Board. The Central Florida Expressway Authority has a vital and

increasing role in the transportation facilities and services in Brevard County.
Staff Representative: Wayne Carragino, City Manager

2. Approve a 63-month leasing agreement with Dex Printing. The agreement includes print management services, equipment and maintenance. This agreement has a cost savings of \$17,873.04 annually and will save a total of \$93,833.46 over the entire leasing period from the previous agreement. Annual cost is \$76,008 for a total of \$399,042 over 63 months. This is a budgeted item.
Staff Representative: Kevin Perez, Informational Technology Director

Hi 1 was pulled, City

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

3. SUSTAINABLE LAND ADVISORY COMMITTEE
Appoint Eric Belaski to serve a term ending November 2028 (Seat 3 - Commissioner Tumulty)
Staff Representative: Karin Grooms, City Clerk
4. Authorize the City Manager to sign an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Cocoa Beach Police Department, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Cocoa Beach Police Department, the authority to perform certain immigration enforcement functions.
Staff Representative: Wes Mullins, Police Chief
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

The City Attorney read the pulled item H1.

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE AS READ.

Mr. Orson Tarver shared his experience serving on the Citizen Advisory Committee for the TPO. He acknowledged the staff working with the TPO and FDOT and urged the commission not to sign the agreement with the TPO due to FDOT's changes regarding crosswalks and signage.

Vice Mayor Williams, reflecting on his 17 years with the TPO, spoke about his familiarity with its staff and key members. He also highlighted the recent speed limit reduction from 35 to 30 mph.

The commission discussed the impact of the speed limit change and additional issues caused by newly added crosswalks.

Mayor Capizzi asked whether the document should be tabled. Mr. Carragino advised that it should proceed to vote.

Commissioner Tumulty commented on the speed reduction and traffic flow observations.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

J. UNFINISHED BUSINESS

1. Discuss pedestrian/bicycle striping on the multi-use path along Minutemen Causeway
Staff Representative: Jeremy Hutcherson, Commissioner
Recommendation: Approve installing e-bike pedestrian awareness stencil

MOTION BY HUTCHERSON/WILLIAMS

I MOVE TO APPROVE AS WRITTEN

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Resident Jodi Eberle commented on the project, suggesting it be completed in-house. She discussed concerns regarding stop signs and pedestrian safety, citing instances of near-misses and a specific accident.

Mr. Brad Kalsow, Water Reclamation/Public Works Director, informed the commission about an FDOT program that would place bike-themed artwork—designed by students from Roosevelt Elementary—on sidewalks.

Commissioner Hutcherson referenced discussions from the previous meeting, noting that approval was pending due to legal considerations and potential mitigation efforts.

Vice Mayor Williams inquired about the location of the FDOT project, to which Mayor Capizzi clarified that it would come at no cost to the city.

The commission reached a consensus to allow FDOT to proceed with the program.

Vice Mayor Williams highlighted the Net Zero initiative and the importance of community outreach.

Commissioner Tumulty remarked on the benefits of a balanced approach, bringing up the topic of e-bikes, though noting it was not on the agenda. He also addressed bike mitigation efforts. Mayor Capizzi asked about the location of the stencils. The location was discussed. Commissioner Jackson emphasized that this was just the first step and stressed the need for intentional follow-up. He recommended bringing the topic back for formal discussion at a future meeting.

K. NEW BUSINESS

1. ADOPT ORDINANCE 1695
AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING CHAPTER 26.5, "VACATION RENTALS", OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; PROVIDING THAT THE REGULATION OF VACATION RENTALS SHALL BE CITY-WIDE RATHER THAN JUST IN THE RS-1 ZONING DISTRICT; MAKING RELATED CHANGES IN THE CODE; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Representative. Wayne Carragino, City Manager
Recommendation: Adopt on first reading

MOTION BY WILLIAMS / TUMULTY

I MOVE TO APPROVE ORDINANCE 1695 FIRST READING.

Vice Mayor Williams referenced the ordinance and asked the City Attorney whether it applied to areas already permitted by Cocoa Beach. He inquired about short-term rentals by hour or day and the registration process, noting an exclusion for transient properties that had been grandfathered in. He also provided historical context on the issue.

The Commission discussed the transient lodging and the grandfather cause.

Mr. Dave Dickie, Development Services Director, noted the transient lodging category and the category of the STR's. He noted the difference between transient lodging and hotels/motels and the regulation is different.

Mr. Sal Liberto, Fire Marshall, spoke regarding different fire inspections and requirements per Florida Statute. He noted the percentage of condos being transient and the reclassification of the building. He spoke on fire safety for all organizations.

Vice Mayor Williams requested a review of past policies. The City Attorney explained the Business Tax Receipt (BTR) process. The commission debated enforcement, fees, and fairness in STR regulation.

Mayor Capizzi opposed high registration fees but supported a fair system. Commissioner Hutcherson suggested directing funds into an enterprise fund. Finance Director Hana Juman explained why this wasn't feasible.

Commissioner Hutcherson requested cost details, and Mr. Carragino referenced a spreadsheet presented at the last meeting.

Steve Reycerson (Spelling) supported regulation but urged a focus on rental violators rather than compliant owners. He advocated for punitive fees targeting offenders.

Nancy Happel requested the discussion move to the next agenda item.

Orson Tarver supported expanding regulations within RS-1 zoning and noted staff considerations.

Katie Acosta proposed requiring a notarized signature on the deed during STR registration to prevent future issues.

Vice Mayor Williams asked the City Attorney to review this suggestion, and Ms. Vose agreed to bring it back for discussion.

Deborah Ortiz Concepción explained that renting her family property was necessary to maintain ownership. She supported fees for enforcement but expressed concern that high costs might force her to sell.

Mayor Capizzi noted Cottage Row is different in the area, and compared the cost of registration.

Catherine Swingle discussed the financial challenges of long-term rentals and the burden of high fees and taxes on her property. She emphasized the impact on RS-1 zoning.

Alex Strashinsky Jr. shared that he had been renting his unit since 1985, before vacation rentals became common. He argued that his condo should not be subject to the ordinance due to its grandfathered status.

Marcus Grantham from Indian Harbor Beach opposed the high fees, stating he had not been

given the opportunity to register and now faced a \$7,500 cost for his three condos. Judi Eberle highlighted the need for effective enforcement and suggested utilizing existing city resources to regulate vacation rentals.

Jeanne Schrock discussed the challenges of transient lodging competition and unregistered properties. She shared experiences managing rental properties in Boston.

Commissioner Jackson acknowledged public concerns and emphasized the need to address RS-1 zoning regulations. He opposed expanding the program at this time.

Commissioner Tumulty agreed but stressed that the commission's role is to set policy while the City Manager handles operations. He supported a citywide regulatory approach rather than addressing zoning issues piecemeal.

Vice Mayor Williams suggested two key points: Excluding grandfathered properties from the ordinance and postponing the resolution until after the second reading of the ordinance.

The commission discussed the intent of the resolution and the potential relief of RS-1 fees.

Mayor Capizzi inquired if anyone had already made payments based on the last resolution meeting. It was confirmed only a few had paid.

Vice-Mayor Williams requested the City Manager refund those who have already paid.

The City Attorney provided a way to move forward with the fees.

Commissioner Jackson would like to prove it could be done. He noted that this is new and significant and readdressed this at a later date.

Vice-Mayor Williams noted that the issues will continue for an entire year.

Mr. Dickey noted the metrics and the issues of vacation rentals of what is currently known. For what is currently known, the city has a compliance rate is 88%. The process is sound and affective and identifies all the other ones. Stated expanding could be done and noted they don't know what they don't know. The points the city staff notes the issues are weekend and nights.

Vice Mayor Williams noted that passing the ordinance on first reading is to give an incentive to register.

Commissioner Hutcherson supports the program. Noted the data metrics and should be registered citywide and spoke about the revenue regarding the data and impact.

Mayor Capizzi reiterated the need for fairness but remained opposed to excessive fees.

VOICE VOTE ON THE MOTION CARRIED 3 / 2 - NAY HUTCHERSON, JACKSON

2. Adopt Resolution 2025-03; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA; providing legislative findings; AMENDING RESOLUTION NO. 2025-01 that set vacation rental fees and fines and false advertising fines, by providing for a "30-day reduced fee time period" for the payment of vacation registration fees and late fees; providing that all provisions of resolution No. 2025-01 shall remain effective except as temporarily revised by this resolution; and providing for severability and an effective date and ending date.

Staff Representative: City Commission
Recommendation: Approve upon Adoption of Ordinance 1695

MOTION BY WILLIAMS/JACKSON

I MOVE TO TABLE RESOLUTION UNTIL AFTER GET THE SECOND READING ORD 1695

Mayor Capizzi inquired the motion. Vice-Mayor Williams explained the motion of table.
Commissioner Tumulty inquired if have the resolution before the ordinance.

VOICE VOTE ON THE MOTION CARRIED 3/2 to TABLE RESOLUTION 2025-03; NAY -
CAPIZZI , TUMULTY

Commissioner Tumulty clarified what occurred with the tabling of Resolution 2025-03.
The City Attorney recommended what the commission should do to move forward.

MOTION WILLIAMS/JACKSON

I MOVE TO DIRECT THE CITY MANAGER TO DIRECT THE CITY STAFF TO REFUND ANY
FUNDS COLLECTED FOR THE STR FEE'S OVER THE \$525, AND TEMPORARY PAUSE
THE APPLICATION & RENEWAL FEES UNTIL THE PASSING OF THE REGISTRATION
FEES RESOLUTION 2025-03.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

The commission discussed and clarified the motion made by Vice-Mayor Williams.

Mr. Orson Tarver, inquired about future issues. It was clarified that it would be only two weeks.
Mr. Tarver commented regarding passing the fee's onto the consumer.

Ms. Nancy Happal, STR owner, noted the fees and the lack of funds. It is not easy to pass onto
the customers. Spoke on STR in her own neighborhood. Noted the code enforcement for
protection. Commission requested she return when the item is brought back for final approval.

Mr. KP Finke, spoke about the entire process. He is noticing more issues and creating holes.
He noted the discussion and how it came across. He mentioned the fee to cover the cost. He
noted the numbers and what was being done and how it would be done. He noted purchasing
rental property and inquired where the assumption was that they would make money.

Commissioner Jackson and Mayor Capizzi noted the discussion during the meeting due to the
Sunshine Law.

Vice-Mayor Williams clarified the documents requested due to the lack of the inability to make
money.

L. GENERAL PUBLIC COMMENT

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

M. ADJOURNMENT

The meeting was adjourned at 9:11 PM.

Keith Capizzi, Mayor-Commissioner

Karin Grooms, City Clerk

CITY OF COCOA BEACH
CITY COMMISSION/CRA MINUTES
MARCH 20, 2025

A. MEETING CALLED TO ORDER

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

Commission Members Present:

City Commissioner - Mayor Keith Capizzi
City Commissioner Joshua Jackson
Vice-Mayor Skip Williams
City Commissioner Jeremy Hutcherson
City Commissioner Tim Tumulty

Administrative Members Present:

City Attorney, Becky Vose
City Manager, Wayne Carragino
City Clerk, Karin Grooms
Deputy Development Services Director, Brian Palmer
Development Services, Dave Dickey
Deputy Finance Director, Devan Taly
Finance Director, Hana Juman
Human Resources, Cindy DePina
Project Manager, Scott Maxim
Stormwater Manager, Morgan Zuhlke
Public Works Director, Brad Kalsow
Planner II, Cory Hall
Senior Accountant, Ander Hanson

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 TO BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

C. SPECIAL PRESENTATIONS

1. City of Cocoa Beach Bike Symbol Discussion (Roosevelt Elementary) Presentation by Stephanie Phillips, Bike Ped Coordinator

CITY OF COCOA BEACH
CITY COMMISSION/CRA MINUTES
MARCH 20, 2025

Ms. Stephanie Phillips, Bike Ped Coordinator, presented the winner of the bike stencil contest with a presentation and explained how the program works and how it engages the students. Stated they are getting ready to install and sent out an open invite to the commissioners. Shared a slide showing where the stencils of the two winners will be placed. Stated that there is no cost to the school. Keith Capizzi, Mayor, stated his excitement for the program. Tim Tumulty, Commissioner, added that he would be there.

D. PUBLIC COMMENTS

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

Mr. Ronnie Haddock presented a proposal for a 3-meter dive platform for the swimming pool. Stated it could be beneficial for aspiring divers and is aware of known safety issues and has covered that with various ideas. Vice Mayor Williams stated that there used to be a 3-meter board, but it was removed for liability and that he appreciated his efforts and support. Commissioner Tumulty inquired about the space between the 3- and 1-meter boards. Mr. Haddock explained the work that would be needed to make this possible. Mayor Capizzi inquired about an AAU certification. Vice Mayor Williams suggested advertising the diving board.

Phil Talbot stated he runs the diving program and that they must be a member of the club in order to have access to the diving board. Mayor Capizzi stated the big "if" would be the insurance.

Mr. Haddock Assured that the insurance cost is covered by the fee.

Cindy DePina, HR Director, stated that it is a wonderful idea, but the pool has its own insurance company from the city and would have to see if the FMIT would allow it to be done first to avoid liability.

Ms. Kim Rezanka handed out a printout of a public records request.

Stated that they wish to halt plans for the Dirty Birds' site as there does not seem to be any plans showing that it is allowed. She added that there were other plans approved before a site plan was approved.

Mr. Gil Franco yielded his time to Ms. Rezanka who continued sharing the public records request presentation. Mr. Mosh Gal yielded his time to Ms. Rezanka who continued her presentation. She stated that the code was violated before site plans were made.

Mayor Capizzi inquired about her reasoning. Ms. Rezanka stated she would like work to be stopped.

E. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Wayne Carragino, City Manager, stated that FDOT asked to finalize the 3 items, removal of the speed hump at Orlando 1st south street, Increase of speed from 30 to 35, and the removal of the bollard signs in the middle of the crosswalk roads. Commissioner Jackson inquired about the southern speed bump.

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MARCH 20, 2025

Mr. Carragino stated that it is not within city limits. Vice Mayor Williams stated that this is false advertising. Commissioner Tumulty stated the confusion of the speed bump and the different speeds on the road.

Commission gave consensus to remove the speed bump, increase the speed from 30 mph to 35 mph and removal of the bollards from the middle of the street, 4 to 1, NAY Williams.

- F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS
No reports
- G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS
- H. COMMUNITY REDEVELOPMENT AGENCY (CRA)

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

1. Request to accept the 2024 Annual Community Redevelopment Agency (CRA) Report
Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director
Recommendation: Approve
MOTION TO BY WILLIAMS/TUMULTY
I MOVE TO ACCEPT THE 2024 ANNUAL CRA REPORT.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY
2. Request to accept the Community Redevelopment Agency (CRA) Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024
Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director
Recommendation: Approve
MOTION TO BY WILLIAMS/TUMULTY
I MOVE TO ACCEPT THE 2024 ANNUAL CRA COMPREHENSIVE FINANCIAL REPORT.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY
3. Request to approve Commercial Visual Improvement Program Grant for Dirty Birds Tiki Bar Grill, LLC; located at 142 Minutemen Causeway, Cocoa Beach, Florida 32931; in the amount of \$50,000.
This is a budgeted item.
Staff Representative: Devan Taly, Deputy Finance Director Recommendation: Approve
MOTION TO BY WILLIAMS/HUTCHERSON
I MOVE TO TABLE THE ITEM UNTIL THE NEXT CRA MEETING
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY
4. Request to approve Commercial Visual Improvement Program Grant for Cosmik Tiki located at 101 N Atlantic Ave, Cocoa Beach FL, 32931: in the amount of \$50,000.
This is a budgeted item.

CITY OF COCOA BEACH
CITY COMMISSION/CRA MINUTES
MARCH 20, 2025

Staff Representative: Devan Taly, Deputy Finance Director Recommendation: Approve

Commissioner Jackson and Commissioner Hutcherson revoked their motion, therefore the item died due to lack of a motion.

Mayor Capizzi inquired about the raising of grants to \$50,000

He stated his concerns about the price. Devan stated that any work done needs retroactive receipts. Valerie Forsythe stated the project had cost \$1.5 million over the last year. Stated she understands that you need to apply for grants before you start work. Stated that she submitted sculptures for grants and that there were issues with FDOT and stormwater. Mayor Capizzi stated she may have to submit a new request and that she can't submit a request on work that is already being done. Vice Mayor Williams inquired about the engineering work and if it has been started yet. Commissioner Tumulty stated that it's a façade grant. Not a loan to start a new business. Stated that the initial CRA was a lot more in depth. Ms. Forsythe stated that the cost for the statues is currently pending. Mayor Capizzi stated that the work needs to be seen from the street. Stated that they need renderings of the statues.

Motion was withdrawn.

5. Approve contract agreement with Schindler Elevator Corp. not to exceed the amount of \$200,000, for the purpose of replacing the current Thyssen Krupp components in the parking garage elevator with Schindler components. - Added 3/20/25

This is a budgeted item.

Staff Representative: Wayne Carragino, City Manager, Devan Taly, Deputy Finance Director, Scott Maxim, Project Manager

Recommendation: Approve

**WILLIAMS/HUTCHERSON MOTION TO DISCUSS
MOTION CARRIED UNANIMOUSLY**

Vice Mayor Williams inquired about Thyssen Krupp.

Mr. Carragino stated his issues with the current company.

Scott Maxim, Project Manager stated that the elevator is consistently broken and is fixed with components that go bad quickly. He added that Schindler has components readily available and that they have contracts with elevators around the city. Vice Mayor Williams shared concerns about switching components with different companies and asked if they're covered. Mr. Maxim stated they have come out and believe they should be good. Commissioner Tumulty inquired about the boards going out.

Mr. Maxim stated that it's a chronic issue and that the only thing staying is the cab.

**MOTION WILLIAMS/TUMULTY I MOVE TO THE APPROVE CONTRACT AGREEMENT
WITH SCHINDLER ELEATOR CORP BARRING THE NEW COMPANY IS LIABLE FOR
REPLACEMENT PARTS**

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

Commission reconvened for the remaining items.

CITY OF COCOA BEACH
CITY COMMISSION/CRA MINUTES
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I. CONSENT AGENDA

MOTION TO BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE BUDGET WORKSHOP SESSION FOR JUNE 17, 2025, AND AUGUST 19, 2025 AT 6:00 P.M. VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

1. Approve scheduling a budget workshop session for June 17, 2025, at 6:00 PM and August 19, 2025, at 6:00 PM.

Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director

Recommendation: Approve

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Adopt Resolution 2025-03, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA; providing legislative findings; AMENDING RESOLUTION NO. 2025-01 that set vacation rental fees and fines and false advertising fines, by providing for a "30-day reduced fee time period" for the payment of vacation registration fees and late fees; providing that all provisions of resolution No. 2025-01 shall remain effective except as temporarily revised by this resolution; and providing for severability and an effective date and ending date.

Staff Representative: City Commission Recommendation: Approve

MOTION TO BY WILLIAMS/TUMULTY

I MOVE TO ADOPT RESOLUTION 2025-03

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

Mr. Jim Vadic inquired about the updated resolution and the cost of STRs and whether the cost could be reduced based on the number of people. Vice Mayor Williams stated a resolution can be changed at meetings. Mr. Vadic asked if STR fees were fair compared to the rest of the state

Ms. Lynn McDonald stated she would like to put a cap on STRs in the city

Ms. Becky Vose, City Attorney stated that the city cannot set a cap on STRs

Commissioner Tumulty inquired about passing of the resolution if the Ordinance 1695 passes or not. Ms. Vose reiterated the functionality of the effective date.

There was a discussion about the resolution and the ordinance and its clarification.

Vice Mayor Williams stated that if they pass the ordinance on second reading, they will pass the resolution and it will go into effect tomorrow.

2. Adopt Ordinance No. 1695, Second Reading, Public Hearing and Adoption, An Ordinance of the City of Cocoa Beach, Florida, amending chapter 26.5, "Vacation

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Rentals", of the Code of Ordinances of the City of Cocoa Beach; providing that the regulation of vacation rentals shall be city-wide rather than just in the RS-1 Zoning District; making related changes in the code; and providing for conflicts, codification, severability, and an effective date.

Staff Representative. Wayne Carragino, City Manager Recommendation: Adopt

MOTION TO BY WILLIAMS/MAYOR CAPIZZI

I MOVE TO ADOPT ORDINANCE 1695 ON THE SECOND READING

VOICE VOTE ON THE MOTION PASSED 3-2 NAY JACKSON, HUTCHERSON

Mr. Eric Haden shared his history with the city of Cocoa Beach and that he is an advocate for reasonable STR regulation. Shared his concern about the oversight and tax benefits. Stated that the proposed fees are high and urged the commission to find a more measured approach.

Ms. Katie Acosta shared her concerns from the previous meeting. She stated her frustration with steps 2 and 5 for the STR registration process online and said she has ideas for solutions for those steps

Mr. Dave Dickey, Director, Stated he will sit down with Ms. Acosta asap and added that they will now require notarized owner affidavits.

Ms. Janice Scott stated her concerns with the charge rate for business' and residentials.

Ms. Vose stated that the state law is silent on the matter. But str owners typically don't own it as a resident. There was a discussion about various issues as owners, renters, or leases and the differences of prices of restaurants and homes.

Commissioner Jackson inquired about the registration fees across disproportionate areas and that it wouldn't be fair to pay the same as larger locations.

Mayor Capizzi stated that it will not affect transient owners and condos because they are grandfathered in.

Vice Mayor Williams stated his concerns with changing the fees on the fly.

Commissioner Tumulty stated his concerns with the city performing for the STRs.

1. Request to accept the annual audit and the Annual Comprehensive Financial Report for Fiscal Year 2024

Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director

Recommendation: Approve

MOTION TO BY WILLIAMS/HUTCHERSON

I MOVE TO ACCEPT THE ANNUAL AUDIT AND THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR 2024

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

Ms. Hana Juman, Finance Director, stated that the auditors have concluded the audit with no findings. Stated that it was brought to commission by the deadline for the first time in the last 5 years.

Mayor Capizzi gave his thanks for the on-time representation

Mr. Garret Marlow gave a brief overview of the audit report. Stated that it came back as a

CITY OF COCOA BEACH
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clean opinion which is the highest regard they can give. Added that there were no findings in the current year. The city is in compliance with the standards and there were no issues with management and received full cooperation from the staff to perform their audit. Stated that to the best of their knowledge the city did not discuss statements with outside consultants. Ms. Juman thanked her staff and their performance

2. Request to approve Ordinance No 1696, on first reading, AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING Section 2-62, "Self-Storage Facility", of Article VII, "Conditional uses and standards for operations in all zoning districts", of chapter 2, "Zoning Districts" of the Land development code of the City of Cocoa Beach; providing additional criteria for the approval of a special exception for a Self-Storage Facility; and providing for CONFLICTS, codification, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff representative: Cory Hall, Planner II Recommendation: Approve

MOTION TO BY WILLIAMS/TUMULTY

I MOVE TO APPROVE ORDINANCE 1696 OF THE FIRST READING

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

3. Discuss potential changes to the vacation rental ordinance to provide more penalties and consequences for "bad actor" vacation rentals. (Added 3/19/2025)

Staff Representative: Becky Vose, City Attorney Recommendation: Discuss

Ms. Vose stated here discussions with the public and commission and stated lots of bad actors causing issues with the STRS. Looked around other cities in Florida and found some possible solutions that would make

Mayor Capizzi stated that the revenue between a 1 bedroom and a 5 bedroom shouldn't be the same across the board. Suggested creating a tier system depending on the size of the STR Williams stated his concerns with tying the fee to a bedroom.

Ms. Vose stated that it is 2 people per bedroom +2 with a max occupancy of 8. There was a discussion about advertising the STRs for the amount of people allowed in the residence. Mayor Capizzi stated his concern with bringing in more help and overdoing it. Commissioner Tumulty shared his ideas on the STR fees and asked if there is a list of ownership on STRs. Mr. Dickey stated that it depends on the property. Commissioner Tumulty shared his concerns about owners not being reachable.

Mr. Dickey stated that it could be doable, but that 2/3 are owned by property management companies.

Commissioner Hutcherson stated that data should be analyzed before moving forward

Commissioner Jackson stated that the burden to the city should be different. Vice Mayor Williams shared a past issue with condo fees and stated that there needs to be a better way to advertise occupancy.

Commissioner Jackson stated that data should be collected moving forward.

Mr. Carragino stated that he does not have the funds to hire people.

Mr. Dickey stated that registration is one thing, but that there are a lot of code requirements that need to be enforced. Commissioner Jackson inquired daves understanding about the difference. Of the various items. (video) Dave stated his

CITY OF COCOA BEACH
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concerns about bringing back the fees and causing a pinch point. 2.3% fee city wide with 800-900 rentals across the board.

There was a discussion between the commission about the amount of strs and the total tax income.

M. GENERAL PUBLIC COMMENT

Ms. Kathryn shared her concerns with Ordinance 1695 and its application. Stated the transient are compatible with current standards. Asked the commission to review the ordinance. Stated that the cost is not reasonable in comparison between business and STRs and asked to revisit the fees. Gave her suggestions on how to increase the efficiency of inspections.

Mayor Capizzi shared his thoughts about the issue. Commissioner Jackson stated that it needs to be more elaborate to make more sense. Vice Mayor Williams stated he would like to keep it in place and there should be a primary point of contact for each rental with an alternative, and if not. There should be a penalty. Mayor Capizzi inquired if Cocoa Beach does the most work with STRs compared to other cities.

Vice Mayor Williams asked Ms. Vose to bring back a new potential ordinance at the next meeting. Mayor Capizzi asked Mr. Carragino to fine tune the fee process and rates Commissioner Tumulty stated the only issue is not the fines, but the registration fees.

Right now, the registration fee is \$500, in 30 days it will move up to \$2,500 Williams suggested to the city spend next week/10 days to discuss their findings with the fees.

Mr. Dickey stated the \$175 inspection fee is part of the registration process, not part of the BTR.

Mr. Vadic shared his concerns with the city's subsidizers

Ms. Scott shared her concerns with the inspection fees around the city and her concerns with staying at STRs. Asked to be fair to the residents. Commissioner Tumulty shared his concerns with the commission if they owned STR or LTR and that it would be unethical not to announce their ownership. Mayor Capizzi stated there is no conflict of interest with his ownership.

Mr. Mark Grainger stated his disapproval of tabling the CRA application to the following meeting. Shared his concerns with the opposing business. Stated his issue with his business and not allowing him to move forward with his work. He asked if the city would allow him to continue the work without the grants.

Mayor Capizzi would like to have another CRA at the next meeting in April. Vice Mayor Williams shared his experience with a similar situation.

Mr. Rick Anderson stated his concerns with the current budget process.

Ms. Scott said farewell to Laird McLain. mentioned the social security fairness act.

N. ADJOURNMENT

The meeting was adjourned at 9:16

Keith Capizzi, Mayor-Commissioner

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

April 3, 2025

REQUESTED MOTION/ACTION

Approve the purchase of a replacement pump for sewer lift station #5 in the amount of \$61,167. This is a budgeted capital item.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a Budgeted Capital item. \$75,000 shown in Utilities account 431-4314-537-64-20 for this purchase.

BACKGROUND:

Lift Station #5 is located at the corner of Belt Road and SR520. This is a triplex lift station that receives sewer flow from everything north of SR520 and Port Canaveral. This is the biggest lift station in the City and serves a large area. Having a replacement pump in stock is crucial to the stations efficiency and reduces downtime in case of pump failure.

The pump being proposed is an exact replacement of the existing pumps. Two of the existing three pumps were installed in 2007 and rehabilitated in 2018. The third pump is newer and was installed in March of 2024. The existing pumps have outlasted their expected life span and will need to be replaced to ensure adequate reliability of the lift station operations.



**Xylem Water Solutions USA Inc. /
Flygt Products**
455 Harvest Time Dr. Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

To: City of Cocoa Beach
Subject: **LS 5 Replacement 60 hp**

Date: March 27, 2025

We are pleased to offer the following equipment:

(1) 6" NP 3202/460 Flygt pump 60 H.P., 3/460V, FLS, with 50' motor cable, FLS disabled

Total Price: \$ 61,167.00

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2020)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.



Xylem Water Solutions USA Inc. /
Flygt Products
455 Harvest Time Dr. Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Xylem Water Solutions USA, Inc.

Company Name: _____

Address: _____

Accepted By: _____

Print Name: _____

Date: _____

A handwritten signature in black ink, appearing to read "Zachary Jones". The signature is stylized with large, flowing loops.

Zachary Jones

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Wayne Carragino, City Manager

MEETING DATE

April 3, 2025

REQUESTED MOTION/ACTION

Approve Brevard County Ocean Rescue MOU's - Cocoa Beach Pier, Shepard Park, Fischer Park for FY 26.

Staff Representative: Wayne Carragino, City Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

City of Cocoa Beach
MEMORANDUM OF UNDERSTANDING – 2
(MOU)
COCOA BEACH PIER
BREVARD COUNTY OCEAN RESCUE LIFEGUARD SERVICES

This Memorandum of understanding (MOU) is made and effective the ____ day of _____, 2025 by and between the **City of Cocoa Beach**, Florida, and Brevard County Fire Rescue, municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County".

RECITALS:

WHEREAS, the City desires to obtain County services to provide qualified lifeguard personnel at City designated recreation facilities; and

WHEREAS, the County services will mutually benefit the Parties and the residents of Brevard County, Florida; and

WHEREAS, the County may provide parks, preserves, recreation areas, and other recreational facilities as well as ambulance service and health and welfare programs pursuant to the provisions of Section 125.01(1)(b), (f), Florida Statutes; and

WHEREAS, this Agreement is a Memorandum of Understanding pursuant to the authority of Section 163.01, Florida Statutes.

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS.** The foregoing recitations are true, correct, and incorporated to this Agreement.
2. **TERM:** The term begins on March 15, 2025 (10:00 a.m.) and terminates September 1, 2025 (5:00 p.m.). This Agreement shall be filed with the Brevard County Clerk of Court upon execution.

PAYMENT: The City shall pay the County a total of **Forty-Five Thousand, Seven Hundred Fifty-Two Dollars and Sixty-Two Cents (\$45,752.62)** for lifeguard services. This total amount includes:

Twenty-Three Thousand, Three Hundred Thirty-Eight Dollars and Five Cents (\$23,338.05) for lifeguard services in the current year, reflecting an adjustment of four-

point twelve percent (4.12%) from the previous year, consistent with the Consumer Price Index accepted in the current budget year.

Twenty-Two Thousand, Four Hundred Fourteen Dollars and Fifty-Seven Cents (\$22,414.57) for lifeguard services previously rendered in 2024, reflecting an adjustment of eight-point zero percent (8.0%) from the previous year, consistent with the Consumer Price Index accepted in the FY23-24 budget year.

The total amount shall be billed on or after **October 1, 2025**, and payment is due within 30 days of receipt. The City shall remit the full payment of **\$45,752.62** to **Brevard County Fire Rescue, Attention: Finance, 1040 South Florida Avenue, Rockledge, Florida, 32955.**

3.

4. **SERVICES:**

A. The County agrees to provide First Responder Certified lifeguard services in accordance with USLA (United States Lifesaving Association) guidelines within the following area at the Cocoa Beach Pier:

- Cocoa Beach Pier within a portion of the beach 100 yards north and south of the lifeguard tower.

B. Lifeguard services coverage consists of a lifeguard tower staffed with a minimum of two (2) personnel.

C. Lifeguard personnel shall be on duty for the following time periods:

- Spring Break, March 15, 2025- March 23, 2025 (10:00 a.m. to 5:00 p.m. daily).
- Weekend only coverage from March 15, 2025- May 26, 2025 (10:00 a.m. - 5:00 p.m. daily).
- Summer coverage, commencing May 28, 2025, and ending the day before Brevard County Public Schools resume the 2025/2026 school year (10:00 a.m. to 5:00 p.m. daily including weekdays, weekends, and holidays). Estimated to be August 10, 2025, but not finalized.
- Weekend coverage will continue from the weekend after the start of Brevard County Public School 2025 and 2026 school year through August 11, 2025 and August 31, 2025 (10:00 a.m. to 5:00 p.m. daily) (Weekends, and Holidays) Additional Holiday, Labor Day September 1, 2025 (10:00 a.m. to 5:00 p.m.).

D. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which, in the sole discretion of the County, requires the closing of all or part of the beach for the protection of the public, the County may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The County agrees to cooperate fully with the City in all matters relating to the beach safety and the performance of the lifeguard services. The Parties agree that the County will provide radios and

training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch. Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with County procedures.

E. The Parties agree and understand that in the event of a water related incident, the Brevard County Fire Rescue Ocean Rescue personnel will maintain command/control of the scene until Ocean Rescue removes the victim(s) from the water. After removal, Ocean Rescue will transfer the incident command/control of the scene to the law enforcement agency with jurisdiction of the scene's location and/or Fire Rescue. After removal, if law enforcement or Fire Rescue has not yet arrived on scene, then Ocean Rescue will maintain incident command/control of the scene until law enforcement or Fire Rescue arrives.

5. LIABILITY AND INSURANCE:

A. Neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence of the other Party, or the other Party's officers, employees or agents.

B. The parties further agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or statutory limitations of liability under Section 768.28, Florida Statutes by either Party.

C. Each Party shall acquire and maintain throughout the term of the Agreement such liability insurance as required to respond to their obligations under this Agreement and Section 768.28, Florida Statutes.

6. **ASSIGNMENTS:** Neither Party shall enter into any agreement with third parties to delegate any or all of the rights or responsibilities in this Agreement without the prior written approval of the other Party.

7. **AUDITING, RECORDS AND INSPECTIONS:** The Parties shall keep books, records, and accounts of all activities related to this Agreement's performance in compliance with generally accepted accounting procedures. The Parties shall make these books, records, and accounts open to inspection during regular business hours by an authorized office representative and shall retain them for a five (5) year period after this Agreement's termination. The Parties agree that all records or documents created in connection with this Agreement are public records, subject to the Florida Public Records Act. The parties agree to comply with any request for such public records or documents made in accordance with the Act. The City shall not copyright any reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement.

8. **JURISDICTION, VENUE, FEES AND CHOICE OF LAW:** The parties agree: (1) Florida state law governs the Agreement's validity, construction and enforcement; (2) in any litigation, the venue shall be Brevard County, Florida; any trial shall be non-jury; and each Party will bear its own attorney's fees and costs; (3) if a court determines any provision in this Agreement to be invalid, the court should modify the provision to best accomplish the parties original intent, and the remaining provisions shall remain in effect.

9. **ENTIRE AGREEMENT:** This Agreement, including any attached exhibits, riders, and/or addenda, sets forth the entire Agreement between the parties. This Agreement shall not be modified unless it is in writing, executed by all parties, and filed with the Brevard County Clerk of Court.

10. **TERMINATION:** If a Party violates a material provision of this Agreement, the non-breaching Party shall give the breaching Party notice and Ten (10) days to resolve the violation. If the violation is not resolved, the Agreement shall terminate upon Thirty (30)-days written notice to the breaching Party. Upon termination, the County shall prorate any balance owed, due and payable within Fifteen (15) days of termination.

11. **NOTICE:** The County receives written notice at: The Office of the County Manager, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940. The City receives written notice at: The City Manager, City of Cocoa Beach Municipal Building, 2 South Orlando Avenue, Cocoa Beach, Florida 32931.

12. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations in this Agreement.

13. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** The PARTIES shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTIES during the term of the agreement. Upon request, THE PARTIES shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

The PARTIES shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

The PARTIES agree to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of PARTIES' enrollment in the program. This includes maintaining a copy of proof of PARTIES' and any subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the PARTIES may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.

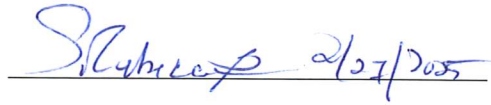
Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

(SIGNATURE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Reviewed for legal form and content:

BREVARD COUNTY, FLORIDA

 2/27/2025

L. Rebecca Behl,
Assistant County Attorney

By: _____

Matthew Wallace, Public Safety Director

WITNESS:

CITY OF COCOA BEACH, FLORIDA

Karen Grooms
City Clerk

By: _____

Wayne Carragino, City Manager

City of Cocoa Beach
MEMORANDUM OF UNDERSTANDING – 1
(MOU)
SHEPARD PARK AND FISCHER PARK
BREVARD COUNTY OCEAN RESCUE LIFEGUARD SERVICES

This Memorandum of understanding (MOU) is made and effective the ____ day of _____, 2025 by and between the **CITY OF COCOA BEACH**, Florida, A municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City" and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County".

RECITALS:

WHEREAS, the City desires to obtain County services to provide qualified lifeguard personnel at City designated recreation facilities; and

WHEREAS, the County services will mutually benefit the Parties and the residents of Brevard County, Florida; and

WHEREAS, the County may provide parks, preserves, recreation areas, and other recreational facilities as well as ambulance service and health and welfare programs pursuant to the provisions of Section 125.01(1)(b), (f), Florida Statutes; and

WHEREAS, this Agreement is a Memorandum of Understanding pursuant to the authority of Section 163.01, Florida Statutes.

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS.** The foregoing recitations are true, correct, and incorporated to this Agreement.
2. **TERM:** TERM: The term begins on March 15, 2025 (10:00 a.m.) and terminates September 1, 2025 (5:00 p.m.). This Agreement shall be filed with the Brevard County Clerk of Court upon execution.

PAYMENT: The City shall pay the County a total of **One Hundred Thirty-Seven Thousand, Two Hundred Fifty-Nine Dollars and Eighty-Eight Cents (\$137,259.88)** for lifeguard services. This total amount includes:

Seventy Thousand, Fifteen Dollars and Eighteen Cents (\$70,015.18) for lifeguard services in the current year, reflecting a four-point twelve percent (4.12%) adjustment

from the previous year, consistent with the Consumer Price Index accepted in the current budget year.

Sixty-Seven Thousand, Two Hundred Forty-Four Dollars and Seventy Cents (\$67,244.70) for lifeguard services previously rendered in 2024, reflecting an eight-point zero percent (8.0%) adjustment from the previous year, consistent with the Consumer Price Index accepted in the FY23-24 budget year.

The total amount shall be billed on or after **October 1, 2025**, and payment is due within 30 days of receipt. The City shall remit the full payment of **\$137,259.88** to **Brevard County Fire Rescue, Attention: Finance, 1040 South Florida Avenue, Rockledge, Florida, 32955**.

4. **SERVICES:**

A. The County agrees to provide First Responder Certified lifeguard services in accordance with USLA (United States Lifesaving Association) guidelines within the following areas:

1. One tower on Shepard Park within a portion of the beach 100 yards north and south of the towers.
2. A second tower on Shepard Park on weekends and holidays, as needed.
3. One tower on Fischer Park within a portion of the beach 100 yards north and south of the towers.

B. Lifeguard staffing for the lifeguarded beach will be a maximum of four (4) and a minimum of two (2) personnel.

C.

Lifeguard personnel shall be on duty for the following time periods:

- Spring Break, March 15, 2025- March 23, 2025 (10:00 a.m. to 5:00 p.m. daily).
- Weekend only coverage from March 15, 2025- May 26, 2025 (10:00 a.m. - 5:00 p.m. daily).
- Summer coverage, commencing May 28, 2025, and ending the day before Brevard County Public Schools resume the 2025 and 2026 school year (10:00 a.m. to 5:00 p.m. daily including weekdays, weekends, and holidays). Estimated to be August 10, 2025, but not finalized.
- Weekend coverage will continue from the weekend after the start of Brevard County Public School 2025 and 2026 school year through August 11, 2025 and, August 31, 2025 (10:00 a.m. to 5:00 p.m. daily) (Weekends, and Holidays)
- Additional Holiday, Labor Day September 1, 2025 (10:00 a.m. to 5:00 p.m.)

D. The parties mutually agree and understand that in inclement weather or any other incident or occurrence which, in the sole discretion of the County, requires the closing of all or part of the beach for the protection of the public, the County may discontinue all or part of its lifeguard services in the affected areas for the duration of such condition, incident or occurrence. The

County agrees to cooperate fully with the City in all matters relating to the beach safety and the performance of the lifeguard services. The Parties agree that the County will provide radios and training to ensure that the lifeguards have the capacity to contact Brevard County Dispatch. Lifeguard response to emergencies occurring at adjacent beaches will be in accordance with County procedures.

E. The Parties agree and understand that in the event of a water related incident, the Brevard County Fire Rescue Ocean Rescue personnel will maintain command/control of the scene until Ocean Rescue removes the victim(s) from the water. After removal, Ocean Rescue will transfer the incident command/control of the scene to the law enforcement agency with jurisdiction of the scene's location and/or Fire Rescue. After removal, if law enforcement or Fire Rescue has not yet arrived on scene, then Ocean Rescue will maintain incident command/control of the scene until law enforcement or Fire Rescue arrives.

5. **LIABILITY AND INSURANCE:**

A. Neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence of the other Party, or the other Party's officers, employees or agents.

B. The parties further agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or statutory limitations of liability under Section 768.28, Florida Statutes by either Party.

C. Each Party shall acquire and maintain throughout the term of the Agreement such liability insurance as required to respond to their obligations under this Agreement and Section 768.28, Florida Statutes.

6. **ASSIGNMENTS:** Neither Party shall enter into any agreement with third parties to delegate any or all of the rights or responsibilities in this Agreement without the prior written approval of the other Party.

7. **AUDITING, RECORDS AND INSPECTIONS:** The Parties shall keep books, records, and accounts of all activities related to this Agreement's performance in compliance with generally accepted accounting procedures. The Parties shall make these books, records, and accounts open to inspection during regular business hours by an authorized office representative and shall retain them for a five (5) year period after this Agreement's termination. The Parties agree that all records or documents created in connection with this Agreement are public records, subject to the Florida Public Records Act. The parties agree to comply with any request for such public records or documents made in accordance with the Act. The City shall not copyright any

reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County under this Agreement.

8. **JURISDICTION, VENUE, FEES AND CHOICE OF LAW:** The parties agree: (1) Florida state law governs the Agreement's validity, construction and enforcement; (2) in any litigation, the venue shall be Brevard County, Florida; any trial shall be non-jury; and each Party will bear its own attorney's fees and costs; (3) if a court determines any provision in this Agreement to be invalid, the court should modify the provision to best accomplish the parties original intent, and the remaining provisions shall remain in effect.

9. **ENTIRE AGREEMENT:** This Agreement, including any attached exhibits, riders, and/or addenda, sets forth the entire Agreement between the parties. This Agreement shall not be modified unless it is in writing, executed by all parties, and filed with the Brevard County Clerk of Court.

10. **TERMINATION:** If a Party violates a material provision of this Agreement, the non-breaching Party shall give the breaching Party notice and Ten (10) days to resolve the violation. If the violation is not resolved, the Agreement shall terminate upon Thirty (30)-days written notice to the breaching Party. Upon termination, the County shall prorate any balance owed, due and payable within Fifteen (15) days of termination.

11. **NOTICE:** The County receives written notice at: The Office of the County Manager, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940. The City receives written notice at: The City Manager, City of Cocoa Beach Municipal Building, 2 South Orlando Avenue, Cocoa Beach, Florida 32931.

12. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations in this Agreement.

13. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):** The PARTIES shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTIES during the term of the agreement. Upon request, THE PARTIES shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

The PARTIES shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

The PARTIES agree to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of PARTIES' enrollment in the program. This includes maintaining a copy of proof of PARTIES' and any subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the PARTIES may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

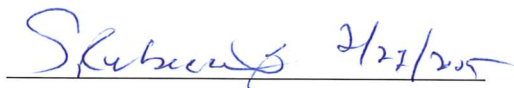
Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Reviewed for legal form and content:

BREVARD COUNTY, FLORIDA

 2/27/2015

L. Rebecca Behl,
Assistant County Attorney

By: _____

Matthew Wallace, Public Safety Director

WITNESS:

CITY OF COCOA BEACH, FLORIDA

Karen Grooms
City Clerk

By: _____

Wayne Carragino, City Manager

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /
City Commission

MEETING DATE

April 3, 2025

REQUESTED MOTION/ACTION

Adopt Ordinance No. 1697 on first reading. ORDINANCE NO. 1697 AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING chapter 26.5, "Vacation rentals", of the Code of Ordinances of the City of Cocoa Beach; providing for miscellaneous changes to findings of fact and definitions; providing for updating grandfathering provisions; providing for additional and/or revised methods of enforcement, registration and penalties for violations of vacation rental regulations; providing for violations of chapter; providing for temporary suspension of certificate of registration; providing for exemption for pre-existing rental agreements; and providing for CONFLICTS, codification, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff Representative: City Commission

Recommendation: Adopt on first reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

This ordinance amendment provides for more stringent penalties and consequences for "bad actor" vacation rentals.

ORDINANCE NO. 1697

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING CHAPTER 26.5, "VACATION RENTALS", OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; PROVIDING FOR MISCELLANEOUS CHANGES TO FINDINGS OF FACT AND DEFINITIONS; PROVIDING FOR UPDATING GRANDFATHERING PROVISIONS; PROVIDING FOR ADDITIONAL AND/OR REVISED METHODS OF ENFORCEMENT, REGISTRATION AND PENALTIES FOR VIOLATIONS OF VACATION RENTAL REGULATIONS; PROVIDING FOR VIOLATIONS OF CHAPTER; PROVIDING FOR TEMPORARY SUSPENSION OF CERTIFICATE OF REGISTRATION; PROVIDING FOR EXEMPTION FOR PRE-EXISTING RENTAL AGREEMENTS; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds that it is appropriate and needed to make revisions to the existing vacation rental ordinance to provide for different and more stringent penalties for violations of the vacation rental restrictions; and

WHEREAS, this ordinance is adopted in support of the health, safety and welfare of the residents and businesses of, and the visitors to, the City of Cocoa Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY COCOA BEACH:

SECTION 1. Enactment. Chapter 26.5 of the City of Cocoa Beach Code of Ordinances is hereby amended to read as set forth in the attached Exhibit "A" with underlined text added, and ~~stricken~~ text deleted.

SECTION 2. Conflicts. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

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.

SECTION 4. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall take effect upon 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 _____, 2025.

CITY OF COCOA BEACH

Keith Capizzi, Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

Chapter 26.5 VACATION RENTALS

ARTICLE I. IN GENERAL

Sec. 26.5-1. Authority, scope and purpose.

This chapter is enacted under the home rule power of the City of Cocoa Beach in the interest of the health, peace, safety and general welfare.

F.S. § 509.013, provides a distinction between "transient public lodging establishments," which are rented, or advertised or held out for rental to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less; and "nontransient public lodging establishments," which are rented, or advertised or held out for rental to guests for periods of at least thirty (30) days or one (1) calendar month, whichever is less.

F.S. § 509.242(1)(c), further provides for a subset of transient public lodging establishments, called "vacation rental" which is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project.

It is the intent of this chapter to regulate vacation rentals as defined by Florida Statutes, as well as other transient public lodging establishments which are located anywhere within the city limits of the City of Cocoa Beach, which collectively are referred to herein as "vacation rentals".

In 2011, the Florida Legislature passed House Bill 883, (Chapter 2011-119, Laws of Florida), amending F.S. § 509.032 (7)(b) to provide that "[a] local law, ordinance, or regulation may not restrict the use of vacation rentals, prohibit vacation rentals, or regulate vacation rentals based solely on their classification, use or occupancy. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

In 2014, the Florida Legislature passed Senate Bill 356 (Chapter 2014-71, Laws of Florida), amending that same statute to read "[a] local law, ordinance, or regulation may not prohibit vacation rentals, or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011."

The official statement of legislative intent of Senate Bill 356 as reflected in the House of Representatives' Final Bill Analysis, dated June 19, 2014, states that the "Effect of the Bill" is as follows:

"The bill permits local governments to create regulation that distinguishes vacation rentals from other residential property. In the past, local government regulations have included noise, parking, registration, and signage requirements for vacation rentals.

"The bill does not allow local governments to create regulations that would prohibit vacation rentals or restrict the duration or frequency of vacation rentals. These types of regulation remain preempted to the state.

"The grandfather provision in existing law exempting any local law, ordinance, or regulation adopted on or before June 1, 2011, is maintained. Any local law, ordinance, or regulation passed before that date that prohibits or restricts vacation rentals based on the duration or frequency may continue to be enforced."

This Chapter does not prohibit Vacation Rentals, or the duration or frequency of Vacation Rentals, nor is it the intention of the City of Cocoa Beach to do so, but rather this Chapter is intended to address life safety and compatibility concerns in the interests of the health, peace, safety, and general welfare.

Sec. 26.5-2. Findings of facts.

Based on information presented at various city commission meetings by residents of Cocoa Beach and owners and operators of vacation rentals, the practical first-hand experience and observations of city commissioners, common sense deductions of city commissioners based on long term experiences in Cocoa Beach, information learned by city commissioners from various residents, information from the U.S. Census, as well as evidence and testimony presented at public hearings before the city commission, and on the Short-Term Rental Housing Restrictions White Paper, prepared by Robinson & Cole, Attorneys at Law, in 2011, prepared for the National Association of Realtors®, the city commission finds:

- (1) Residents residing within their residential dwellings, (which term herein includes single family residences and well as multifamily residences), are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families.
- (2) In contrast, transient occupants of vacation rentals, due to their transient nature, are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the vacation rentals in which they are staying, thereby increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation.
- (3) Certain vacation rentals are presently located within the city limits of the City of Cocoa Beach.
- (4) Vacation rentals, left unregulated, can create negative impacts within residential neighborhoods, (which term includes single family residential neighborhoods as well as multi-family residential neighborhoods), due to excessive noise, parking and traffic problems, excessive use and impact on public services and public works, extreme size and/or greater occupancy.
- (5) Vacation rentals situated within residential neighborhoods can disturb the quiet nature and atmosphere of the residential neighborhoods, and the quiet enjoyment of its residents.
- (6) Vacation rentals located within established residential neighborhoods can create negative compatibility impacts relating to extreme noise levels, late night activities, on-street parking issues and traffic congestion.
- (7) A residential dwelling is typically the single largest investment a family will make with the residents of the residential dwelling desiring the tranquility and peaceful enjoyment of their neighborhood without excessive noise and increased parking issues and traffic congestion caused by transient occupants of vacation rentals.
- (8) People who live in homesteaded/long-term rental properties generally know their neighbors and if there is an issue regarding noise, neighbors can typically work things out with their neighbors without the involvement of the city. People who live in homesteaded properties or are long-term renters generally have limited parties and noisy get-togethers; whereas people who temporarily are in a neighborhood are typically there on vacation and are much more likely to have parties and loud get-togethers and generally can be the source of much more noise. There is typically much more accountability between neighbors who are homesteaded or long-term renters, as opposed to people who are at a property for a short period of time.
- (9) According to the 2023 U.S. Census estimates, the City of Cocoa Beach has an average household size of 1.9 persons.
- (10) Vacation rentals situated within the city limits can and do create a great disparity in occupancy.
- (11) The majority of registered vacation rentals in the city generally follow the city's regulations. However, a small minority of vacation rentals, the "bad actors" of the local vacation rentals, cause substantial disruption of life for nearby permanent residents of the city by repeatedly violating restrictions as to such vacation rentals. The disruption of normal life in nearby neighborhoods caused by such bad actors

is found by the city commission to be irreparable and irreversible in nature and therefore must be subject to higher fines and subject to temporary suspension of vacation rental registrations as set forth herein.

(12) The cities of Fort Lauderdale and Sarasota have recently adopted vacation rental regulations that provide for the suspension of vacation rental registrations for certain repeat violations of vacation rental ordinances. The city commission of the City of Cocoa Beach finds that it is in the best interest of the residents of and visitors to the city to adopt similar regulations and finds that such regulations are necessary for the public health, peace, safety and welfare of the city, its residents and its visitors.

(13) It is not the intent of this chapter to allow any use in a condominium or cooperative building that is contrary to the applicable restrictions relating to such condominium or cooperative building.

Sec. 26.5-3. Definitions.

The following terms as used in this chapter are defined as set forth hereinafter:

Bedroom means any room in a vacation rental which has a bed or other place for sleeping and a separate closet that is an integral part of the permanent construction within the bedroom or an ensuite bathroom, and complies with the Florida Fire Code and Florida Life Safety Code as a bedroom, but shall not include a bathroom, a kitchen, a dining room, any main living area, or any exterior area or vessel. If a previously approved bedroom exists as of the effective date of this code, and does not have a separate closet that is an integral part of the permanent construction of the structure, but rather utilizes an armoire or other furniture piece for clothing storage, the requirement for a closet to qualify as a bedroom is waived. If there is more than one (1) living room, such additional living room can count as a bedroom as long as it has emergency egress as required for a bedroom.

Occupant means any person who occupies a vacation rental overnight. The term "occupant" includes the owner, agent, or other person staying overnight at the vacation rental whether or not they are paying for the rental, so long as at least one (1) person at the vacation rental is paying for the rental.

Owner occupied means the vacation rental is then occupied by person(s), at the vacation rental owner's consent, who do not pay rent for the occupancy of the vacation rental, when such persons are members of the family of the vacation rental owner, at a time when there are no person(s) occupying the vacation rental who are paying for such occupancy.

Transient public lodging establishments means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

Vacation rental is collectively a vacation rental as defined under Florida Statutes, and any transient public lodging establishment which is located within the city limits of the City of Cocoa Beach except for condominium units in Cocoa Beach Towers Condominium, 220 Young Ave, which obtained a transient lodging special exception through Resolution 2008-18.

Vacation rental owner is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the vacation rental owner is not an individual, each and every person who owns twenty (20) percent or more of the equitable interest in the vacation rental shall also be deemed a vacation rental owner. The duties and functions of a vacation rental owner may, at the option of the vacation rental owner, be performed by an agent of the vacation rental owner, so long as the vacation rental owner notifies the city in writing, on a form provided by the city, of the identity and contact information of such agent, and the specific duties that the agent will be performing for the vacation rental owner. The vacation rental owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set by resolution by the city commission. At the time of registration or renewal of a vacation rental registration, the vacation rental owner shall be allowed to add up to two (2) additional agents for a vacation rental. Notices as required herein shall be permitted to be served on any one of the agents as designated by the vacation rental owner. The vacation rental owner shall be held responsible for all actions of such designated agent(s) with respect to the applicable vacation rental.

Sec. 26.5-4. Enforcement.

Violations of this chapter shall be enforced in accordance with the provisions of section 1-8 of this Code of Ordinances, and through fines in accordance with ordinances and resolutions adopted by the city commission and most currently revised, and as otherwise specifically provided in this chapter.

Sec. 26.5-5. Appeals.

Any decision of the city manager or his or her authorized designee relating to this ordinance shall be rendered in writing in appealable form, and reviewed by the city special magistrate if a notice by the vacation rental owner or agent is filed with the city clerk within ten (10) days after the action to be reviewed. The city clerk shall place the matter on the agenda of the next available meeting of the special magistrate, but no later than thirty-five (35) days after the notice by the vacation rental owner or agent is filed if possible, given the special magistrate's schedule, at which the matter will be reviewed. The decision of the special magistrate shall be final and shall be rendered in writing in appealable form. Such final decision may be reviewed as permitted under Florida law.

Sec. 26.5-6. Construction of chapter.

This chapter shall be liberally construed to accomplish its purpose of regulating vacation rentals, protecting the residential character of the City of Cocoa Beach, the health, safety, and general welfare of its residents and visitors, and the quiet enjoyment by Cocoa Beach's residents of their residential property.

Sec. 26.5-7. Severability.

In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this chapter, 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 chapter shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this chapter, 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 chapter, which shall remain in full force and effect. This chapter shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this chapter as expressed herein.

Secs. 26.5-98 — 26.5-20. Reserved.

ARTICLE II. VACATION RENTAL REGISTRATION

Sec. 26.5-21. Registration required.

Every vacation rental owner, either personally or through an agent, shall register with the City of Cocoa Beach utilizing forms promulgated by the city and/or the city's third-party vendor responsible for such registrations. A separate registration shall be required for each vacation rental. The operation of a vacation rental without registration after the date registration is required shall be a violation of this ordinance, except in the instance of providing accommodations to fulfil a pre-existing contract as provided hereinafter. Every day of such operation without registration shall constitute a separate violation.

Sec. 26.5-22. Vacation rental registration.

- (a) A vacation rental owner or agent, as applicable, registering a vacation rental with the city shall register said vacation rental through the city or the city's third-party vendor, utilizing the online process stipulated by said vendor.
- (b) A registration form shall include the following submittals:

- (1) A completed vacation rental registration form which shall include, but not be limited to, an email address associated with the vacation rental to which any and all communications, notifications, notices, or service of citations or other violations can be sent relating to the vacation rental. For all purposes under this chapter, emails sent to the designated email address will be conclusively presumed to have reached the vacation rental owner and its agent.
 - (2) Payment of applicable fee.
 - (3) A copy of the vacation rental's current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation, ~~if the registrant has such license.~~
 - (4) A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue, ~~if the registrant has such certificate of registration.~~
 - (5) Evidence of the vacation rental's current and active account with the Brevard County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Brevard County Tax Collector, ~~if the registrant has such account.~~
 - (6) Exterior site sketch. An exterior sketch of the vacation rental facility shall be provided. The sketch shall show and identify all structures, pools, spas, hot tubs, fencing, and uses, including areas provided for off-street parking. For purposes of the sketch, off-street parking spaces shall be delineated so as to enable a fixed count of the number of spaces provided. At the option of the vacation rental owner, such sketch may be hand drawn, and need not be professionally prepared. If the vacation rental is located in a condominium or cooperative building, the exterior site sketch shall only be required to show and identify parking for the specific vacation rental. Such sketch shall be accompanied by documentation that such parking is approved to be used for such vacation rental by the condominium or cooperative documents or otherwise by the condominium or cooperative association.
 - (7) Interior building sketch by floor. A building sketch by floor shall be provided, showing a floor layout identifying all bedrooms, other rooms, exits, hallways, stairways, closets, as applicable. At the option of the vacation rental owner, such sketch may be hand drawn, and need not be professionally prepared.
 - (8) Identity of non-paying occupants and vehicles. A statement as to the names of any non-paying occupants who will occupy the vacation rental overnight when there will be one (1) or more paying occupants at the vacation rental, such as vacation rental owner(s) and family, as well as the number of vehicles to be present as a result of the presence of the non-paying occupants.
 - (9) For vacation rentals located in a condominium or cooperative building, documentation proving that vacation rentals are allowed in the condominium or cooperative building.
- (c) If a registration form is incomplete, the registrant will be notified of the deficiency.
- (d) Vacation rental registrations shall not be issued for a unit within a condominiums or cooperative building that otherwise does not permit such vacation rental use.
- (e) No registration shall be allowed unless and until all citations and fines due to the city related to the vacation rental shall have been paid in full.

Sec. 26.5-23. Modification of vacation rental registration.

An amendment of a vacation rental registration shall be required in the event that any of the following changes to the vacation rental are proposed:

- (1) An increase or decrease in the number of bedrooms in the vacation rental.
- (2) An increase in the maximum occupancy of the vacation rental.
- (3) An increase or decrease in the number of parking spaces, or a change in the location of parking spaces for the vacation rental.

- (4) A change in ownership of the vacation rental.
- (5) A change in the identity or vehicle(s) of non-paying occupant(s).
- (6) A change in the email address associated with the vacation rental.

Modification of a vacation rental registration may be subject to additional fees as stipulated in the most recently revised version of the city's fee listing.

Sec. 26.5-24. Duration of vacation rental registration.

A vacation rental registration and/or renewal shall be based upon and valid for one (1) calendar year after the date of registration or renewal; provided, however, registrations and renewals shall always expire on the following January 1. Fees for registrations or renewals that occur on a date so that the duration of the registration or renewal will be less than ten (10) months shall be prorated based upon a ten percent (10%) reduction in fees for every full month less than ten (10) the registration will be valid.

Sec. 26.5-25. Renewal of vacation rental registration.

A vacation rental owner must renew its registration annually on or before January 1 of each year. No renewal shall be allowed unless and until all citations and fines related to the vacation rental shall have been paid in full.

Sec. 26.5-26. Inspection of vacation rentals.

- (a) Inspection of a vacation rental to verify compliance with the Florida Building Code, and the Florida Fire and Life Safety Codes, which governed at the time of completion of the subject construction, shall be required subsequent to the initial registration of the vacation rental, and annually after each renewal. If instances of noncompliance are found, all such instances of noncompliance shall be handled as other violations of the Florida Building Code and Florida Fire and Life Safety Codes are otherwise handled in the city. These requirements will not be imposed so as to affect contracts that pre-exist the effective date of this ordinance (April 17, 2025).
- (b) Annual inspections shall be made by the city through appointment with the vacation rental owner or agent, as applicable. If a city inspector has made an appointment with vacation rental owner or agent, as applicable, for an inspection, and the city inspector is unable to complete the inspection as a result of an action or inaction of the vacation rental owner or agent, or an occupant of the vacation rental, the vacation rental owner shall be charged a "re-inspection" fee in an amount set by resolution of the city commission to cover the inspection expense incurred. The re-inspection fee shall be paid prior to scheduling the re-inspection. In addition, failure of a vacation rental owner or agent, as applicable, to make the vacation rental available for an inspection within twenty (20) days after notification by the city in writing that the city is ready to conduct the annual inspection, shall be a violation of this chapter punishable by a fine as set by resolution by the city commission. Such violation shall continue until the inspection is accomplished. Each day that such violation continues shall be a separate violation.

Sec. 26.5-27. Transfer of vacation rental registration.

Vacation rental registrations are transferable only when the ownership of the vacation rental is sold or otherwise transferred, and the new owner has filed a modification of the registration with the city within thirty (30) days from the date of the sale or transfer. Failing such modification of the registration, any outstanding vacation rental registration as to that vacation rental shall be null and void on the thirty-first day after such sale or transfer.

A change in ownership of the vacation rental will be subject to a new registration fee as stipulated in the most recently revised master fee listing.

Sec. 26.5-28. Vested rights/waiver/estoppel.

A vacation rental registration shall not be construed to establish any vested rights or entitle the registered vacation rental to any rights under the theory of estoppel. A vacation rental registration shall not be construed as a

waiver of any other requirements contained within the City of Cocoa Beach City Code or Comprehensive Plan, and is not an approval of any other code requirement outside this chapter. The registration of a vacation rental is not an approval of a use or activity that would otherwise be illegal under Florida law, the Florida Building Code, the Florida Fire Code or Life Safety Code, or in violation of the Cocoa Beach City Code or Comprehensive Plan.

Secs. 26.5-29—26.5-42. Reserved.

Sec. 26.5-43. Duties of vacation rental owner.

Every vacation rental owner or agent, as applicable, shall be available by landline or mobile telephone answered by the vacation rental owner or agent at the listed phone number twenty-four (24) hours a day, seven (7) days a week to respond to police, fire or other emergency personnel requests. Otherwise, response to contact by the city's regulatory personnel shall be required only Monday through Saturday, 9:00 a.m. to 6:00 p.m. Failure of the vacation rental owner or agent, as applicable, to fulfil this duty, shall be a violation of this ordinance which shall be punished by fine as set by resolution of the city commission. Every vacation rental owner or agent, as applicable, shall regularly check the email associated with the vacation rental and shall respond to any email received from the city or the city's third-party provider as required by the email communication, if applicable.

Secs. 26.5-44—26.5-50. Reserved.

ARTICLE III. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

Sec. 26.5-51. Generally.

The standards and requirements set forth in this article shall apply to the rental, use, and occupancy of vacation rentals in the City of Cocoa Beach.

Sec. 26.5-52. Minimum safety and operational requirements.

Vacation rentals in the City of Cocoa Beach shall meet the applicable standards under the Florida Statutes, Florida Building Code and the Florida Fire Code and Life Safety Code ~~and each vacation rental shall have at least one (1) telephone with the ability to call 911.~~

Sec. 26.5-53. Maximum occupancy based on site capacity/limitations/grandfathering/previous rentals.

- (a) The maximum occupancy of a vacation rental shall be stated in the vacation rental registration form, and shall be limited to the lesser of:
 - (1) Two (2) occupants (as defined herein) per bedroom (as defined herein), plus two (2) occupants.
 - (2) A total of eight (8) occupants per vacation rental.
- (b) The maximum occupancy restriction as set forth above shall not apply when the property is owner occupied by the vacation rental owner.
- (c) Notwithstanding the above, a registered vacation rental, that is in a zoning district other than RS-1 of the city, that was used as a vacation rental as of the effective date of the amendment of this ordinance, (April 17, 2025), may apply for grandfathered status to last for a period of ten (10) years, as to occupancy limitations, and may set its maximum occupancy based upon the following criteria and procedures. Vacation rentals that have an occupancy of eight (8) or less as determined according to section 26.5-53 above will not require grandfathering to maintain that occupancy.

- (1) A grandfathered vacation rental shall have its maximum occupancy based upon two (2) occupants (as defined herein) per bedroom (as defined herein), plus two (2) occupants, unless through a previously existing arrangement with the city the occupancy had been capped at a lower number of occupants as of the time of application for grandfather status. A change in the number of bedrooms at the vacation rental shall cause such vacation rental to lose its grandfathered status.
 - (2) The vacation rental owner, or agent, as applicable, ("grandfathering applicant"), shall complete a grandfathering application as prescribed by the city, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of the number of bedrooms as herein defined in the vacation rental.
 - (3) The grandfathering application and supporting proof shall be submitted to the city by email or by hand delivery, if at all, by no later than June 17, 2025, for review by city staff, and such staff shall make a written determination as to the maximum occupancy of such grandfathered vacation rental which determination shall be sent by email to the applicant.
 - (4) If the city staff fails to confirm the requested occupancy level, the city shall notify by email the grandfathering applicant of that fact, and the occupancy level that can be approved, ~~in writing~~. Within twenty ten (2010) days after such notice, an evidentiary hearing may be requested by email by the grandfathering applicant before the city's special magistrate to provide the grandfathering applicant an opportunity to provide evidence and/or testimony in support of the occupancy requested. A determination by the special magistrate after such evidentiary hearing shall be final. If no hearing is requested during that time period, the occupancy level shall be set at the level determined by the city staff upon initial review.
 - (5) If a vacation rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such vacation rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.
 - (6) If it is reasonably determined by the city staff that any information supplied to the city in support of an application for grandfathering was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the city commission by resolution. If there is such a determination by city staff, the city shall notify the grandfathering applicant of that fact, and within ~~ten (10)~~ twenty (20) days after such notice, an evidentiary hearing may be requested by the grandfathering applicant before the special magistrate to provide the grandfathering applicant an opportunity to provide evidence and/or testimony to show that the information supplied in support of the application for grandfathering was not intentionally false or fraudulent. The determination by the special magistrate after such evidentiary hearing shall be final. If no hearing is requested during that time period, the initial determination by the city staff shall be final.
 - (7) If a vacation rental registration does not exist as to a vacation rental for a period in excess of thirteen (13) months, any grandfathering determination shall be deemed abandoned, and shall no longer be applicable to that vacation rental.
- (d) Notwithstanding any other provision of this section, rental agreements with prospective occupants for vacation rentals in the RS-1 zoned area of the city that were entered into before the original enactment of this chapter (March 5, 2020) shall be exempt from the provisions of this chapter as more fully set forth in section 26.5-64. Notwithstanding any other provision of this section, rental agreements with prospective occupants for vacation rentals in all zoning districts of the city other than the RS-1 zoned area of the city that were entered into before the amendment of this chapter (April 17, 2025) shall be exempt from the provisions of this chapter as more fully set forth in section 26.5-64. Notwithstanding any other provision of this section, rental agreements with prospective occupants for vacation rentals that were in compliance with the city's chapter 26.5 as of the date of entering into such rental agreement, (hereinafter "pre-occupancy cap agreements"), are exempt from the restrictions on occupancy enacted in this ordinance. If a vacation rental is cited for a violation of the occupancy cap of eight (8) occupants as provided in this section, (that would not be a violation if it were

not for this occupancy cap of eight (8) occupants), when the vacation rental is occupied under the terms of a pre-occupancy cap agreement, the vacation rental owner may defend such violation based on the fact that the vacation rental was exempt from the occupancy cap of eight (8) occupants due to it being occupied pursuant to a pre-occupancy cap agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the vacation rental owner or otherwise determined by the fact finder:

- (1) Copy of deposit or payment information evidencing that the agreement was a pre-occupancy cap agreement.
- (2) Copy of e-mail or other communication evidencing a binding pre-occupancy cap agreement.
- (3) Information from the occupant confirming that there was a binding agreement in a time-frame to make the agreement as a pre-occupancy cap agreement under this section.

If it is reasonably determined by the city staff, and confirmed by the city's special magistrate that any information supplied to the city in support of an application for exemption, or in support of a defense based upon pre-occupancy cap agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the city commission by resolution and as otherwise provided in this chapter.

Sec. 26.5-54. Vacation rental agreements—minimum provisions.

Vacation rentals shall be rented, leased or occupied pursuant to a written rental agreement which contains, at a minimum, the following information:

- (1) Maximum occupancy of the vacation rental that is consistent with the vacation rental registration.
- (2) The maximum number of vehicles that will be allowed to park at the vacation rental, or, for purposes of a vacation rental located in a multifamily building, the maximum number of vehicles associated with the vacation rental that will be allowed by the condominium or cooperative documents or the condominium or cooperative association to park at such multifamily building. Such number of vehicles shall not exceed the number of parking spaces located at the vacation rental as shown in the sketch submitted with the vacation rental registration, plus any other legal parking spaces that the vacation rental owner can show are available to the vacation rental.
- (3) A statement that a sketch of the permitted off-street parking locations where occupants may park according to the vacation rental registration sketch and any other legal parking spaces available to the vacation rental will be posted at the vacation rental.
- (4) A statement that all occupants must promptly evacuate from the vacation rental upon posting of any evacuation order issued by state or local authorities.
- (5) A copy of a document to be supplied by the city which includes excerpts from City of Cocoa Beach ordinance provisions of general application relevant to vacation rentals to include solid waste pick-up regulations, regulations related to sea turtles and sea turtle lighting, and City of Cocoa Beach Noise Ordinance, as specified by resolution of the city, as a lease addendum. The city will make available to vacation rental owners and agents a copy of such document in digital format upon request, and the city will post such document on its website.

Sec. 26.5-55. Parking regulations; penalties.

No parking shall cross or block any sidewalk, and no parking shall be permitted on any grassed area, dirt or sand area, or any area covered by stones or shell unless such area is part of an approved parking plan. No vacation rental parking shall be on any lot or parcel other than on the specifically registered vacation rental property or as otherwise shown on the approved parking plan. The maximum collective number of automobiles, trucks, boats, motorcycles, and trailers shall be limited to a total of four (4) to be used for at any vacation rental. Any on-street

parking shall not interfere with convenient vehicle access to and through the neighborhood and shall meet the requirements of sections 3-01 and 3-03 of the city's land development code. Violations of this section may be punished through city parking citations in accordance with section 26-30 of this code of ordinances, and vehicles parked in violation of the approved parking plan or which otherwise interfere with convenient vehicle access to and through the neighborhood are subject to being towed at the vehicle owner's expense. In addition, violation of parking regulations shall be subject to the provisions and penalties of Sec.26.5-58 and Sec. 26.5-59.

Sec. 26.5-56. Noise regulations; exceptions.

No person located in or on around a vacation rental property at any time shall create, or cause to be created any noise or sound which is clearly audible within any other residence within the city limits of the City of Cocoa Beach when the residence in which the noise or sound is clearly audible has its windows and doors closed. This shall not include cries for emergency assistance or warning calls, properly functioning HVAC systems, pool pumps, lawn mowers, leaf blowers, or fire alarms or burglar alarms prior to the giving of notice and a reasonable opportunity for the owner or tenant in possession of the vacation rental served by any such alarm to turn off the alarm. The provisions of this section are in addition to other noise regulations generally applicable in the city. When a vacation rental owner or vacation rental tenant is found guilty or is deemed to have been found guilty by payment of a fine for a noise violation of any kind in the city the special magistrate shall have the authority to require that the owner of the vacation rental equip the vacation rental with one or more noise level detection devices approved by the city manager that will alert the property owner/responsible party and transient occupants to noise emanating from the vacation rental and all data produced by this device will be retained for a period of one hundred eighty (180) days and made available to the City upon request. The special magistrate shall not require the vacation rental owner to equip the vacation rental with one or more noise detection devices unless the special magistrate shall have determined, after reviewing one or more sworn statements, hearing relevant testimony and argument, that the noise found to be in violation substantially and negatively affected one or more surrounding neighbors.

Sec. 26.5-57. Noise regulations; penalties.

- (a) Noise violations may be enforced utilizing any legal means, including, but not limited to, citations issued by code officers, police officers, or any other person designated by the city manager, arrest, actions before the special magistrate, suspension of registration, or injunctive relief. Citations issued to renters shall be in amounts as set by resolution of the city commission. The provisions of (b) below shall not be construed to prevent the city from enforcing noise ordinances against vacation rentals under the provisions of Sec. 26.5-58 and/or Sec. 26.5-59.
- (b) If there are 3 noise violations with citations (whether such violations are paid, or if they are challenged and the special magistrate upholds such citation), issued over a rolling period of twelve (12) months, the special magistrate, at the request of the city, may deem the vacation rental~~property~~ a "noise nuisance property" to be effective for a period of twelve (12) months from the later of the special magistrate order deeming the property a "noise nuisance property" or any citation for a noise violation as to such vacation rental~~property~~, and may impose one (1) or more of the following orders:
 - (1) Require that whenever in the twelve (12) months following the special magistrate order there is a change of occupancy of the property (i.e. new people staying in the noise nuisance property) the property manager must provide proof to the city that the property manager has visited the property during the first day of the stay of the new tenants (or as soon thereafter as is practicable) and delivered a copy of the city's noise ordinances to the new occupants of the property and explained the seriousness of the violations of such ordinance and the fines and penalties which are applicable. Failure to provide said notice shall constitute operating without registration and the vacation rental owner shall be subject to the applicable fine for operating without a registration.
 - (2) Require that the owner of the noise nuisance property shall be required to impose for all future rentals of the noise nuisance property over the next twelve (12) months, an additional deposit (whether paid, or secured by a credit card) in an amount no less than five hundred dollars (\$500.00), with the condition

of the deposit being that it will be forfeited to the city if the renter receives a noise violation during the term of the rental agreement. All such tenants shall be warned, by the owner or property manager, of such additional deposit and what would cause the forfeiture of such deposit prior to a rental agreement being finalized. A prominent notice of the conditions of such deposit and the potential forfeiture of such deposit shall be posted in each and every noise nuisance property. Failure to require the additional deposit shall constitute a violation of city regulations and the owner shall be subject to a penalty in the amount charged for operating without registration. Proof of the additional deposit must be provided to the city by the property manager for each and every rental of the property as long as the property is designated a noise nuisance property.

Sec.26.5-58. Violations of this chapter.

(a) Noncompliance with any provision of this chapter shall constitute a violation of this chapter. Violations of this chapter shall specifically include, but not be limited to the following unlawful conduct:

- (1) It is unlawful to rent out a vacation rental without a current registration issued by the city in accordance with this chapter. It shall create a rebuttable presumption of violation if the vacation rental is shown to have been advertised as a vacation rental for one or more dates during which the vacation rental does not have a valid registration. Such showing can consist of one or more screen shots of such an advertisement presented to the special magistrate.
 - (2) It is unlawful to offer a vacation rental for rent or to advertise a vacation rental for rent without a current registration issued by the city in accordance with this chapter. It shall create a rebuttable presumption of violation if the vacation rental is shown to have been advertised as a vacation rental for one or more dates during which the vacation rental does not have a valid registration. Such showing can consist of one or more screen shots of such an advertisement presented to the special magistrate.
 - (3) It is unlawful to rent or to advertise for rent a vacation rental for occupancy in excess of the applicable maximum occupancy. It shall create a rebuttable presumption of violation if the vacation rental is shown to have been advertised as a vacation rental for occupancy in excess of that allowed under the vacation rental's then current registration. Such showing can consist of one or more screen shots of such an advertisement presented to the special magistrate.
 - (4) It is unlawful to be an occupant of a vacation rental at any time that the number of occupants of the vacation rental exceeds its maximum occupancy.
 - (5) It is unlawful to fail to provide any of the information required to be provided to occupants of the vacation rental by this chapter.
 - (6) It is unlawful to park at or near a vacation rental in violation of the provisions of this chapter.
 - (7) It is unlawful to provide any false or misleading information in connection with any application for an initial or renewed registration, or for amendment of a registration as required by this chapter. Any knowing and intentionally false or misleading statements made in any such application or any intentionally false or misleading statement or information submitted in connection with an application shall subject the applicant to a fine and shall constitute grounds for the suspension of any certificate of registration issued pursuant to such application.
- (b) Each day a violation exists, or each instance of violation, as applicable, shall constitute a separate and distinct violation.
- (c) The vacation rental owner shall be liable for any violations of this chapter and for any violations of a code compliance order pertaining to the vacation rental. In addition, when two (2) or more persons commit a violation, each violator shall be jointly and severally liable for any fines or penalties assessed. This applies to

situations where an owner, a designated responsible party, occupant, or guest are together responsible for a violation of this chapter. Any fines to occupants resulting from violations of this chapter or other city ordinances after the property owner or a designated responsible party was advised shall also be the responsibility of the property owner to pay.

- (d) All repeat violations shall be scheduled for a hearing before the special magistrate and the repeat violator shall not have the option to pay a fine prior to the hearing. For purposes of this paragraph the term repeat violation shall mean a second violation of the same provision of this chapter or the same provision of another applicable city ordinance for the second time within a one-year period.
- (e) If the special magistrate affirmatively finds, after reviewing one or more sworn statements, hearing relevant testimony and argument that repeat violations relating to a vacation rental have had a significant negative impact upon one or more neighbors in the vicinity of the vacation rental, and finds that based upon such finding, such repeat violation is either irreparable or irreversible in nature, the special magistrate may issue an order requiring the payment of a fine or fines in an amount not exceeding \$5,000 per violation or per day as applicable. Such a fine(s) may be in addition to any suspension as provided in Sec. 26.5-59.

Sec. 26.5-59. Suspension of certificate of registration.

(a) In addition to any fines and any other remedies described herein or provided by law, a special magistrate may suspend an initial or renewed registration for a vacation rental upon request in accordance with the suspension time frames set forth in subsection (b) below. Such suspension of registration shall occur if the special magistrate affirmatively finds, after reviewing one or more sworn statements and hearing any testimony and argument presented, that the violations have had a significant negative impact upon one or more neighbors in the vicinity of the vacation rental, and that the suspension of the registration is reasonable given all relevant information presented on the subject.

(b) Suspension time frames.

(1) For a first violation of this chapter or other applicable city ordinance, suspension of a certificate of registration is not authorized.

(2) Upon a second violation of this chapter or other applicable city ordinance, the certificate of registration, if suspended, shall be suspended for a period of thirty (30) calendar days.

(3) Upon a third violation of this chapter or other applicable city ordinance, the certificate of registration, if suspended, shall be suspended for a period of ninety (90) calendar days.

(4) Upon a fourth violation of this chapter or other applicable city ordinance, the certificate of registration, if suspended, shall be suspended for a period of one-hundred eighty (180) calendar days.

(5) For each additional violation of this chapter or other applicable city ordinance, the certificate of registration, if suspended, shall be suspended for an additional one-hundred eighty (180) calendar day period.

(c) A vacation rental may not host any occupants during any period of time when the certificate of registration for the vacation rental is suspended, (referred to sometimes herein as "suspended hosting").

(d) The suspension shall begin following notice, commencing either at the end of the current vacation rental lease period or within thirty (30) calendar days thereafter, or as otherwise determined by the special magistrate in order to avoid impairment of the validity of an executed rental agreement for the vacation rental. It is not the intent of this chapter to cause the impairment of an existing contract. The special magistrate shall, however, require positive proof that any claimed existing contract exists and is enforceable. If it is necessary when ordering a suspension of registration, a special magistrate order shall make exceptions for proven existing contracts. It shall

be the duty and burden of the vacation rental owner or agent to provide positive proof of any preexisting vacation rental contracts along with copies of the contracts showing the dates and occupants relating to such preexisting contracts (or such other proof as deemed sufficient by the special magistrate) at any repeat violation special magistrate hearing. If the owner or agent of a vacation rental fails to provide at a repeat violation special magistrate hearing proof of preexisting contracts, it shall be presumed that no such preexisting contracts exist. Any expenses relating to further special magistrate hearings necessary to revise any order due to preexisting contracts requiring occupancy during a previously adjudicated period of suspension shall be paid by the vacation rental owner along with an administrative charge as set by resolution of the city commission. Orders requiring suspension shall, if necessary due to preexisting contracts, specify specific periods and specific occupants when occupancy shall be allowed during a period of suspension. A period of suspension shall be extended to take into consideration any preexisting contracts so that the total suspension provided is equal to the days the vacation rental shall be unoccupied.

(e) It shall be a violation of this chapter and of this code of ordinances to indicate in an advertisement for a vacation rental that the vacation rental is available for rental during a time period when the vacation rental is not legal to occupy due to it being under a state of suspension, (hereinafter sometimes referred to as “advertising for suspended date”).

(f) Operation of a vacation rental and hosting of rental occupants during any period of suspension, (other than any rentals that were set forth in exceptions in the special magistrate order due to pre-existing contracts), or advertising for suspended date shall be punishable by a suspension for an additional ninety (90) calendar day period. Screen shots taken from a vacation rental website after the date the suspension was adjudicated showing advertising for suspended date shall constitute a rebuttable presumption of this offense when presented to the special magistrate.

(g) An application for a registration may be submitted during the period of suspension; however, no registration may be issued for the vacation rental until the period of suspension has expired.

Sec. 26.5-60. Specific fines for advertising for or rental of suspended vacation rental.

For every day that there is advertising for a suspended date and for every day that a vacation rental is operated during a suspended date, the vacation rental owner shall be liable for a fine assessed by citation of \$500 per day.

Sec. 26.5-61. Citations; service of citations; multiple violations included in one citation; appeal time.

Citations issued for violations of this chapter shall be deemed validly served when emailed to the vacation rental owner at the email address associated with the vacation rental registration. Such citation may be issued either directly by the city or by a third party provider of the city. One citation may include one or more violations and/or one or more days or incidents of violations. Each violation and/or each day or incident of violation shall be stated in the violation, the fine or penalty for each violation shall be stated, and the total fines or penalties set forth in the citation shall be set forth. A citation may be appealed to the special magistrate if such appeal is made in writing to the city clerk within ten (10) days after the citation notice is emailed to the vacation rental owner or its agent. If no appeal is received within that timeframe, the citation shall be considered final agency action, subject only to a judicial appeal as provided under Florida law.

Secs. 26.5-60—26.5-62. Reserved.

Sec. 26.5-63. Required providing of vacation rental and local information—Posting.

- (a) In each vacation rental, there shall be provided, in a prominent location, the following written information:
 - (1) The name, address and phone number of the vacation rental owner or agent, as applicable.

PART II - CODE OF ORDINANCES
Chapter 26.5 - VACATION RENTALS
ARTICLE IV. EXEMPTIONS

- (2) The maximum occupancy of the vacation rental.
 - (3) A copy of a document to be supplied by the city which includes excerpts from City of Cocoa Beach ordinance provisions of general application relevant to vacation rentals to include solid waste pick-up regulations, regulations related to sea turtles and sea turtle lighting, City of Cocoa Beach Noise Ordinance, notifications as to speed limits and driving information, and other relevant information, as specified by resolution of the City, as a lease addendum. The city will make available to vacation rental owners and agents a copy of such document in digital format upon request, and the city will post such document on its website.
 - (4) The maximum number of vehicles that can be parked at the vacation rental, along with a sketch of the location of the off-street parking spaces.
 - (5) The days and times of trash pickup.
 - (6) The location of the nearest hospital.
- (b) There shall be posted, next to the interior door of each bedroom a legible copy of a building evacuation map—Minimum eight and one-half (8½) inches by eleven (11) inches.

ARTICLE IV. EXEMPTIONS

Sec. 26.5-64. Exemption for pre-existing rental agreements.

Notwithstanding any other provision of this ordinance, rental agreements with prospective occupants for vacations rentals located within the RS-1 zoning district that were pre-existing as of the original enactment of chapter 26.5 (March 5, 2020), (hereinafter "pre-existing agreements") are exempt from the provisions of this ordinance. Notwithstanding any other provision of this ordinance, rental agreements with prospective occupants for vacations rentals located anywhere in the city other than within the RS-1 zoning district that were pre-existing as of this amendment of chapter 26.5 (April 17, 2025), (hereinafter also referred to as "pre-existing agreements") are exempt from the provisions of this ordinance.

If a vacation rental is cited for a violation of this chapter, (that would not be a violation if it were not for this chapter), when the vacation rental is occupied under the terms of a pre-existing agreement, the vacation rental owner may defend such violation based on the fact that the vacation rental was exempt from this chapter due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the vacation rental owner or otherwise determined by the fact finder:

- 1. Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement.
- 2. Copy of email or other communication evidencing a binding Pre-existing agreement.
- 3. Information from the occupant confirming that there was a binding agreement in a time-frame to make the agreement as pre-existing agreement under this chapter.

If it is reasonably determined by the city staff, and confirmed by the city's special magistrate that any information supplied to the City of Cocoa Beach in support of an application for exemption, or in support of a defense based upon pre-existing agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the city commission by resolution and as otherwise provided in this chapter.

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA; PROVIDING LEGISLATIVE FINDINGS; AMENDING RESOLUTION NO. 2025-01 THAT SET VACATION RENTAL FEES AND FINES AND FALSE ADVERTISING FINES, BY PROVIDING FOR AN ADDITIONAL REDUCED FEE TIME PERIOD FOR THE PAYMENT OF VACATION REGISTRATION FEES AND LATE FEES; PROVIDING THAT ALL PROVISIONS OF RESOLUTION NO. 2025-01 SHALL REMAIN EFFECTIVE EXCEPT AS TEMPORARILY REVISED BY THIS RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE AND ENDING DATE.

WHEREAS, the City of Cocoa Beach (hereinafter “City”) enacts this Resolution through its home rule powers in the interest of the health, peace, safety, and general welfare of the citizens of and visitors to the City; and

WHEREAS, the City currently regulates vacation rentals located in the RS-1 single family residential zoning district (hereinafter “RS-1 District”), and recently adopted an amendment to its vacation rental ordinance to expand the regulation of vacation rentals so as to include the entire City; and

WHEREAS, the City Commission on March 6, 2025, adopted Resolution 2025-03 providing for a “30-Day Reduced Fee Time Period” for the payment of vacation registration fees and late fees, but City staff has determined that an additional Reduced Fee Time Period until May 5, 2025 would be beneficial to the City and the owners and managers of vacation rentals in the City.

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

SECTION ONE: 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 TWO: Resolution No. 2025-01 is hereby ratified and affirmed, but it is temporarily revised to provide for an additional “Reduced Fee Time Period” (hereinafter “Reduced Fee Time Period”), for the payment of vacation registration fees and late fees. During the Reduced Fee Time Period, the owner of any vacation rental can apply for a vacation rental registration at the reduced fee of \$500 per registration of a single vacation rental. At the time of such registration, if there is any late fee associated with that registration, such late fee shall be reduced by 50%. The Reduced Fee Time Period, which is currently in force, shall end on May 5, 2025. To determine the date of application for a vacation rental registration and/or the payment of applicable late fees, (for purposes of determining whether the Reduced Fee Time Period is applicable), the later of the date of on-line or in-person registration and payment of all related fees shall be used. An incomplete application or the non-payment of all related fees shall not be considered to be an application for purposes of determining the date of application. It is noted, that before a vacation rental registration can be completed, such vacation rental must have a current City of Cocoa Beach Business Tax Receipt.

SECTION THREE: Effective Date and Ending Date: This resolution shall become in full force and effect upon its adoption final adoption and shall end on May 5, 2025.

SECTION FOUR: The City Manager is directed to implement this Resolution and endeavor to publicize the Reduced Fee Time Period in a manner that to the maximum extent reasonably possible encourages the registration of vacation rentals in the City.

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 3rd day of April, 2025.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Andi Segarra, Recreation Supervisor

MEETING DATE

April 3, 2025

REQUESTED MOTION/ACTION

Thunder on Cocoa Beach is requesting sponsorship from the City of Cocoa Beach for an amount not to exceed \$5,000 per the Code of Ordinance.

Representative: Jenny Pruett

Recommendation: Approve in kind donation

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is an unbudgeted item.

BACKGROUND:

Annual event held in May.

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

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /
Michael Bryan, Assistant to the City Clerk

MEETING DATE

April 3, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-05: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, providing for the cooperation of the city and city staff with the Office of Policy and Budget in the Executive Office of the Governor and its Ensuring Government Efficiency Team ("EOG DOGE Team"); providing direction to the city manager; AND PROVIDING AN EFFECTIVE DATE

Staff representative: Jeremy Hutcherson, Commissioner
Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE COOPERATION OF THE CITY AND CITY STAFF WITH THE OFFICE OF POLICY AND BUDGET IN THE EXECUTIVE OFFICE OF THE GOVERNOR AND ITS ENSURING GOVERNMENT EFFICIENCY TEAM (“EOG DOGE TEAM”); PROVIDING DIRECTION TO THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on February 24, 2025, Governor DeSantis signed Executive Order 25-44, Ensuring Government Efficiency; and

WHEREAS, the Executive Order establishes within the Office of Policy and Budget in the Executive Office of the Governor a Department of Governmental Efficiency Team (“EOG DOGE Team”); and

WHEREAS, the EOG DOGE Team is responsible for assisting local governments in identifying unnecessary spending, eliminating waste, and saving taxpayers money; and

WHEREAS, the City of Cocoa Beach must have a dramatically oversized city staff and infrastructure that is required due to the extremely large tourist presence in the city caused by i) Brevard County using Cocoa Beach as its “brand” to advertise for tourists, and ii) the dramatic influx of tourists due to the presence of Port Canaveral which is the second busiest cruise port in the world; and

WHEREAS, the permanent residents of Cocoa Beach must bear the burden of paying for the City of Cocoa Beach’s massively oversized local government made necessary to support the City’s booming tourism presence; and

WHEREAS, the tourists staying in Cocoa Beach produce a total of \$_____ in Tourist Development Taxes which are paid to Brevard County; however, the City of Cocoa Beach only receives \$_____ back from Brevard County from those taxes; and

WHEREAS, Florida law currently makes it extremely difficult for the City of Cocoa Beach to demand an equitable allocation of Tourist Development Taxes from Brevard County; and

WHEREAS, the City of Cocoa Beach would welcome the EOG DOGE Team to assist the City of Cocoa Beach in a comprehensive review of the Tourist Development Taxes in Brevard County which has inequitably distributed its revenues to the severe detriment to the City of Cocoa Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF COCOA BEACH, FLORIDA:

Section 1. The City of Cocoa Beach (“City”) supports efforts to identify unnecessary spending, creating efficiencies, and saving taxpayer dollars.

Section 2. In a good faith effort to facilitate the mission of the EOG DOGE Team, the City will collaborate with the EOG DOGE Team to conduct a comprehensive review of the City’s budget

and expenditures as well as a comprehensive review of the spending by Brevard County of the Tourist Development Taxes received from the City of Cocoa Beach.

Section 3. Through this partnership, the City will grant the EOG DOGE Team access to the necessary records and any physical premises to review documents and data which may assist the City in identifying efficiencies.

Section 4. The City supports identifying and working to eliminate unnecessary spending, unnecessary programs, mis-aligned grants, and redundant contracts within the City, including those which may be inconsistent with the regulations of this State and requests the EOG DOGE Team's efforts to resolve the inequities related to the collection and expenditure of Tourist Development Taxes in Brevard County.

Section 5. The City will work in good faith with the EOG DOGE Team to recommend policy reforms to promote efficiency and maximize productivity within local government.

Section 6. The City Commission directs the City Manager to be available and support EOG DOGE Team requests and to provide any necessary access and requested information to the EOG DOGE Team.

Section 7. The City Commission appoints the City Manager or the City Manager's designee to serve as the point of contact for all EOG DOGE Team-related inquiries.

Section 8. This Resolution shall be effective upon its passage.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Cocoa Beach , Florida, this 3rd day of April, 2025.

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk, CMC, MPA