



Meeting Agenda
Thursday, May 1, 2025

7:00 PM

REGULAR MEETING

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

WELCOME

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

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

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

Speaking Courtesy Rules:

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

Approval Of Order Of Business:

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

Appealing a Decision:

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

American with Disabilities Act:

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

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

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

B. APPROVAL OF THE AGENDA

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

C. SPECIAL PRESENTATIONS

1. Cocoa Beach Vulnerability Assessment
Representative: Applied Ecology & Geosyntec

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.

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the April 17th, 2025, Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve
2. Cancel the July 3rd City Commission Meeting
Staff Representative: Wayne Carragino, City Manager
Recommendation: Approve
3. BOARD APPOINTMENT: Space Coast Transportation Planning Organization (TPO) Citizen's Advisory Board Member
Applications Received: Erin Murphy
Per Agreement, Cocoa Beach/Cape Canaveral share Voting Delegates on the Transportation Planning Organization. For 2025, the Voting Delegate is Cocoa Beach. Cape Canaveral is designated as the alternate
Staff Representative: City Clerks Office
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Tabled on April 17th, 2025; Requesting the Commission to provide a path forward for staff regarding hiring for the City Manager position. Potential costs incurred for filling this position is unbudgeted for FY 2025.
Effective August 31, 2025, City Manager, Wayne Carragino, will be retiring from the City of Cocoa Beach after 17 years of service.
Representative: Becky Vose, City Attorney
Recommendation: Provide direction to move forward
2. Approve the Beach Island Resort Parking Agreement Amendment
Staff Representative: Hana Juman, Finance Director
Recommendation: Approve
3. Adopt Resolution 2025-08, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Stormwater fees and method for charging, and providing for interpretation and for an effective date.

Adoption of the rates presented in the Stormwater System Rate Review will allow SRF rate covenant requirements to be met and significantly assist in promoting financial sustainability in the Stormwater Fund and support maintenance and improved stormwater management within the City.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Adopt

K. NEW BUSINESS

1. Acceptance of the School Board of Brevard County Resolution 2025-01 and Approval of Amended Interlocal Agreement with Brevard County School Board – Ramp Road Park
On April 22, 2025, the Brevard County School Board approved the transfer of ownership of the stormwater pond at Ramp Road Park to the City of Cocoa Beach via Resolution 2025-01. Additionally, the School Board approved an amendment to the existing Interlocal Agreement with the City regarding Ramp Road Park, located on Freedom 7 School property. The Quit Claim Deed will be provided at a later date.
Staff is requesting:

- A. Accept the School Board of Brevard County Resolution 2025-01 provided by the Brevard County School Board for Ramp Road Park located on Freedom 7 School property.
- B. Approve the Amendment to the Interlocal Agreement by and between the School Board of Brevard County and the City of Cocoa Beach, Florida relating to Ramp Road Park.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Accept

2. Approve the scope of services for engineering and design in the amount of \$168,756 for the Wastewater Treatment Plant Clarifier Rehabilitation Project. This is a budgeted item and the project is eligible for State Revolving Fund Loans.

Staff Representative: Brad Kalsow, Public Works & Water Reclamation Director
Recommendation: Approve

3. Adopt Resolution 2025-09, A Resolution OF THE CITY COMMISSION OF the City of Cocoa Beach, Florida, enacting a moratorium on the enforcement of the city sign ordinance relating to non-commercial signs for the sixty days before any election in Brevard County, florida, and ending three days after such election; providing limitations; AND PROVIDING AN EFFECTIVE DATE --ADDED 4/30/2025

Staff Representative: David Dickey, Development Services Director
Recommendation: Adopt

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

- M. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Cocoa Beach Vulnerability Assessment
Representative: Applied Ecology & Geosyntec

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The City of Cocoa Beach, like many coastal cities in the State of Florida, is becoming increasingly vulnerable to the effects of sea level rise (SLR), specifically coastal flooding. The City recognizes that both near term and future coastal flooding has direct impacts on residents, business and stakeholders throughout the community. To remain resilient in the face of these inevitable changes, the City of Cocoa Beach has initiated a Vulnerability Assessment (VA) to identify areas under City jurisdiction that are vulnerable to the future impacts of SLR, storm surge, and coastal flooding.

The city is working in partnership with the Florida Department of Environmental Protection (FDEP) to ensure the VA follows FDEP's standard processes to meet the requirements of Florida Statue, 380.093. Successful completion of these requirements will make the City eligible for future grant funding through the FDEP Resilient Florida Program to implement projects to address the impacts of flooding and SLR.

Following FDEP guidelines, a [Community Awareness Plan \(CAP\)](#) has been developed and to outline strategies to inform the public of the VA process and seek input from the community on priority areas where flooding is occurring. Residents and local businesses owners are encouraged to participate in the VA process by completing the survey below, providing input at community engagement workshops, and attending city commission meetings where updates will be discussed.

The VA team will first identify and spatially reference all of the City's critical assets such as roadways, municipal facilities, and other infrastructure. Thereafter, various SLR, storm surge, and rainfall scenarios will be modeled to assess the vulnerability of critical assets to flooding. Thereafter, adaptation strategies and capital improvement projects will be recommended.

This project is funded through a combination of FDEP grant funding and federal American Rescue Plan Act (ARPA) funding.

If you are currently experiencing a flooding concern that requires immediate attention, please contact the Stormwater Department via email stormwater@cityofcocoabeach.com.

COCOA BEACH CLIMATE ADAPTATION VULNERABILITY ASSESSMENT (VA)

APPLIED ECOLOGY, INC.

May 1, 2025



VULNERABILITY ASSESSMENT

- Assess the risk to city assets brought on by climate related changes
 - Sea level rise
 - Storm surge
 - Increasing rainfall
- Identify critical assets in Cocoa Beach
- Evaluate various flood scenarios
- Prioritize and focus adaptation strategies



Funding provided by a FDEP Coastal Resiliency Program Grant and ARPA



1

ESTABLISH CONTEXT

- ☒ Assemble Internal Committee
- ☒ Establish Service Area
- ☒ Public Outreach

2

VULNERABILITY ASSESSMENT

- ☒ Asset Inventory
 - ☐ Exposure/Sensitivity Analysis
 - ☐ Prioritize Focus Areas
- COMING SOON**

ADAPTATION PLANNING PROCESS

3

ADAPTATION PLANNING

- ☐ Assess Adaptive Capabilities
- ☐ Integrate into CIPs / Plans
- ☐ Identify Funding Sources

4

IMPLEMENTATION

- ☐ Assess Capacity
- ☐ Create CIP Schedule
- ☐ Allocate/Acquire Funding

COMMUNITY ENGAGEMENT

ONLINE
FLOOD
MAPPING
SURVEY

96 Responses

CITY
WEBSITE VA
LANDING
PAGE

FRIDAY
FEST INFO
BOOTH

36 Interactions

SOCIAL
MEDIA &
MAILERS

IN PERSON
WORKSHOP
AND Q&A

36 Attendees

Cocoa Beach Flooding Survey

Please fill out the survey completely and if you want to add additional flooding location(s), please reload the survey once you have submitted the first location.

Are you completing the survey for the first time or adding another flooding location?*

☒ Completing survey for first time

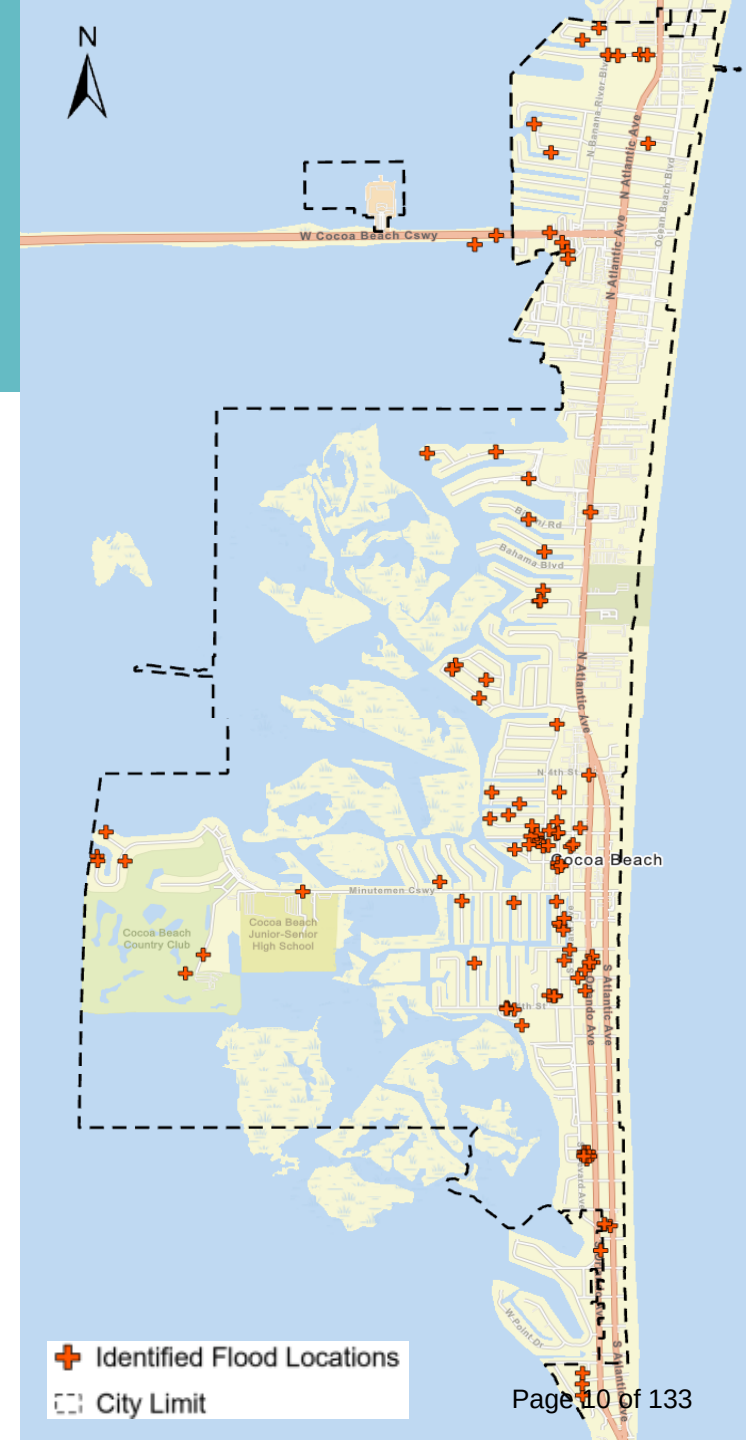
☐ Adding another location

Are you a Cocoa Beach resident or business owner?

This field is required.

☒ Yes

☐ No



CRITICAL ASSET INVENTORY



- Transportation Assets
- Critical Infrastructure
- Community and Emergency Facilities
- Cultural and Natural Assets

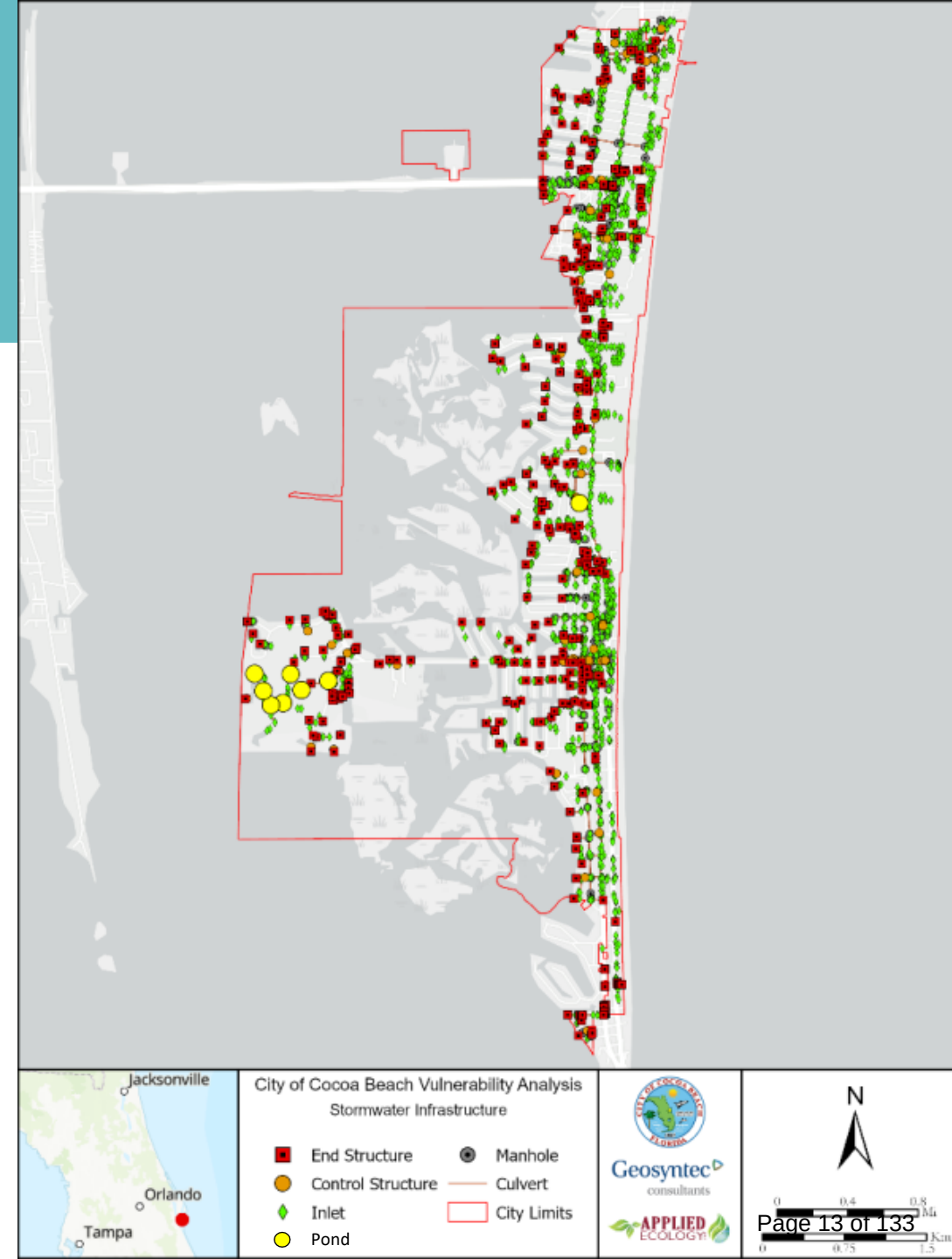
TRANSPORTATION ASSETS

- Boat Launches
- Bridges
- Bus Stops
- Evacuation Routes



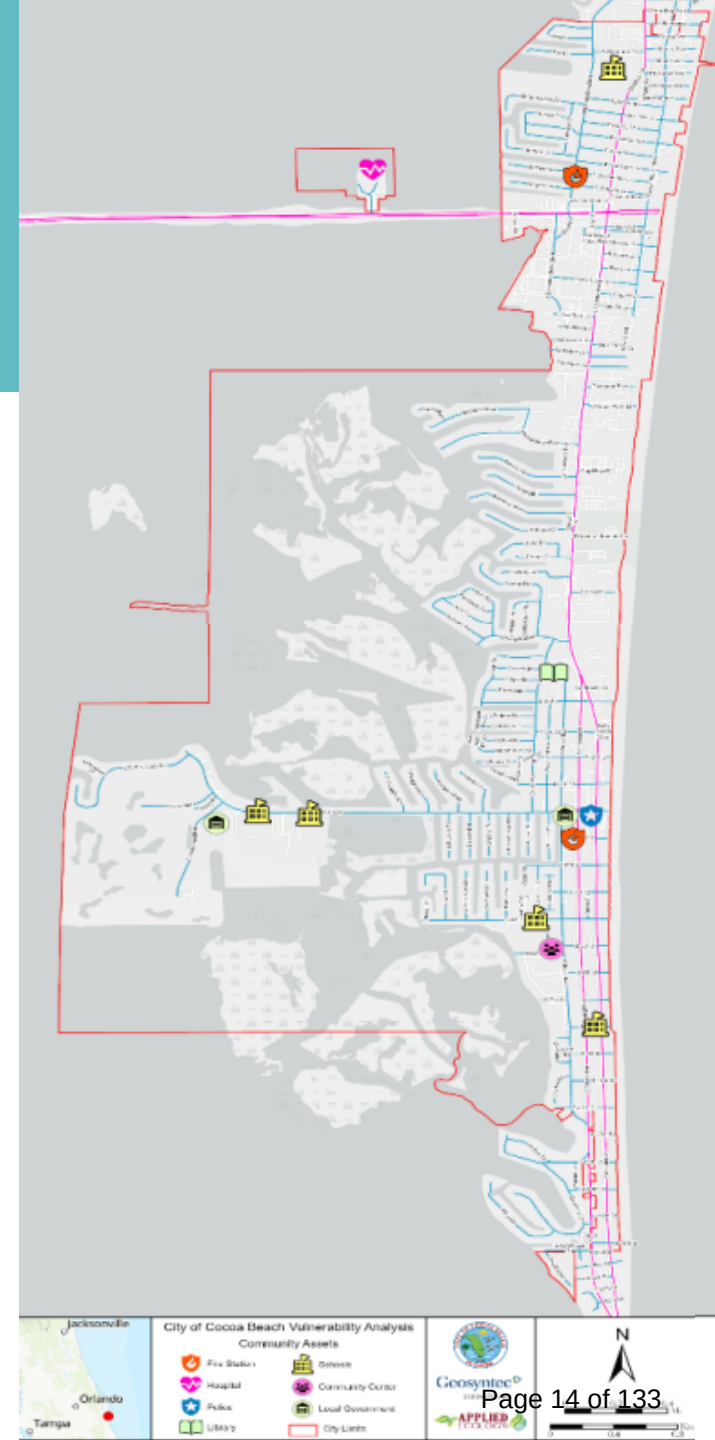
CRITICAL INFRASTRUCTURE

- Stormwater Treatment Facilities
- Wastewater Treatment Facilities / Lift stations
- Drinking Water Facilities / Conveyance
- Electric Production / Supply Facilities
- Solid / Hazardous Waste Facilities
- Military Installations
- Communications Facilities
- Disaster Debris Management Sites



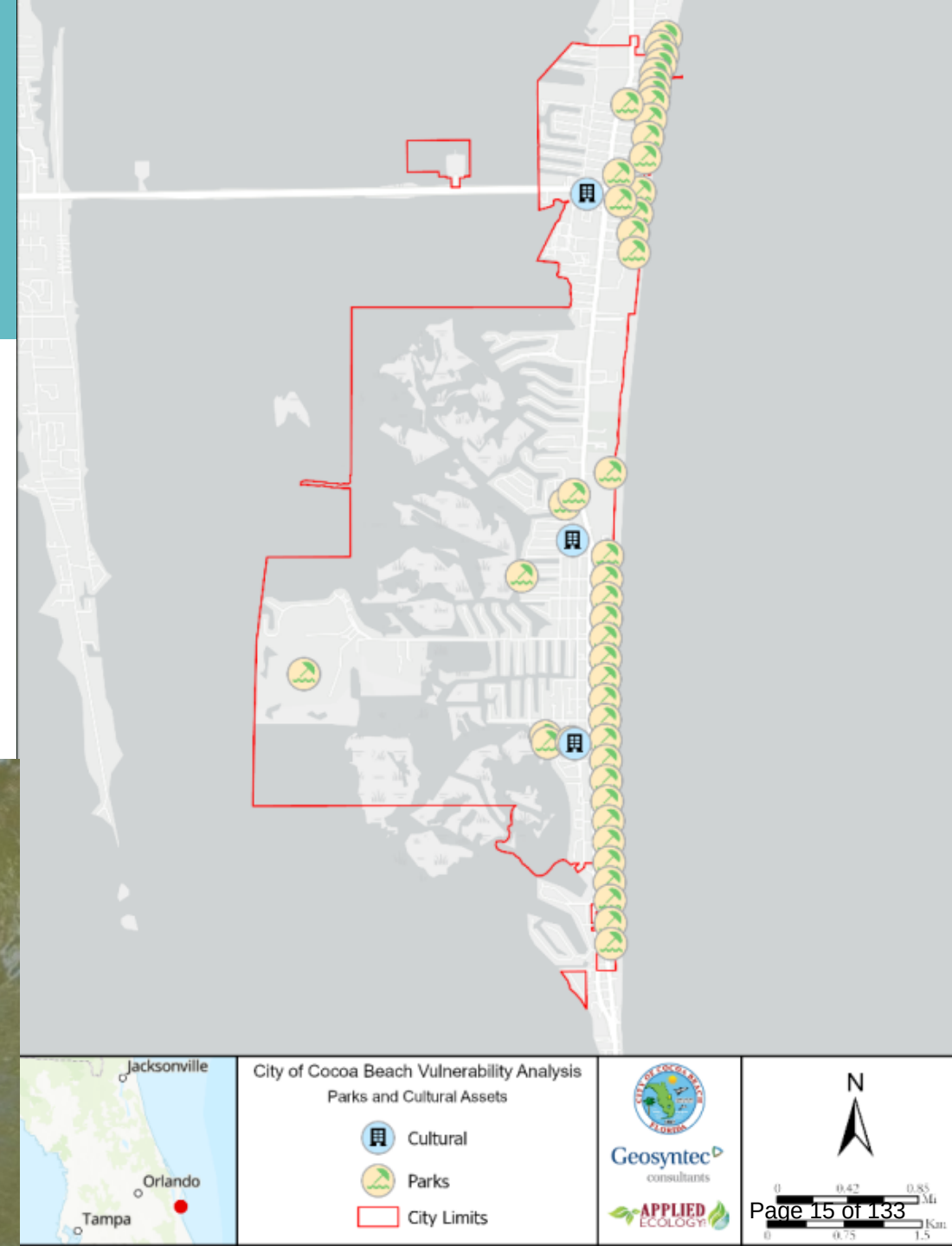
COMMUNITY AND EMERGENCY FACILITIES

- Fire Stations
- Schools
- Community Centers
- Local Government Facilities
- Healthcare Facilities / Hospitals
- Law Enforcement Facilities
- Libraries



CULTURAL AND NATURAL RESOURCES

- Conservation Lands
- Parks
- Shorelines
- Surface Waters
- Wetlands
- Historical and Cultural Assets



CRITICAL ASSET SUMMARY

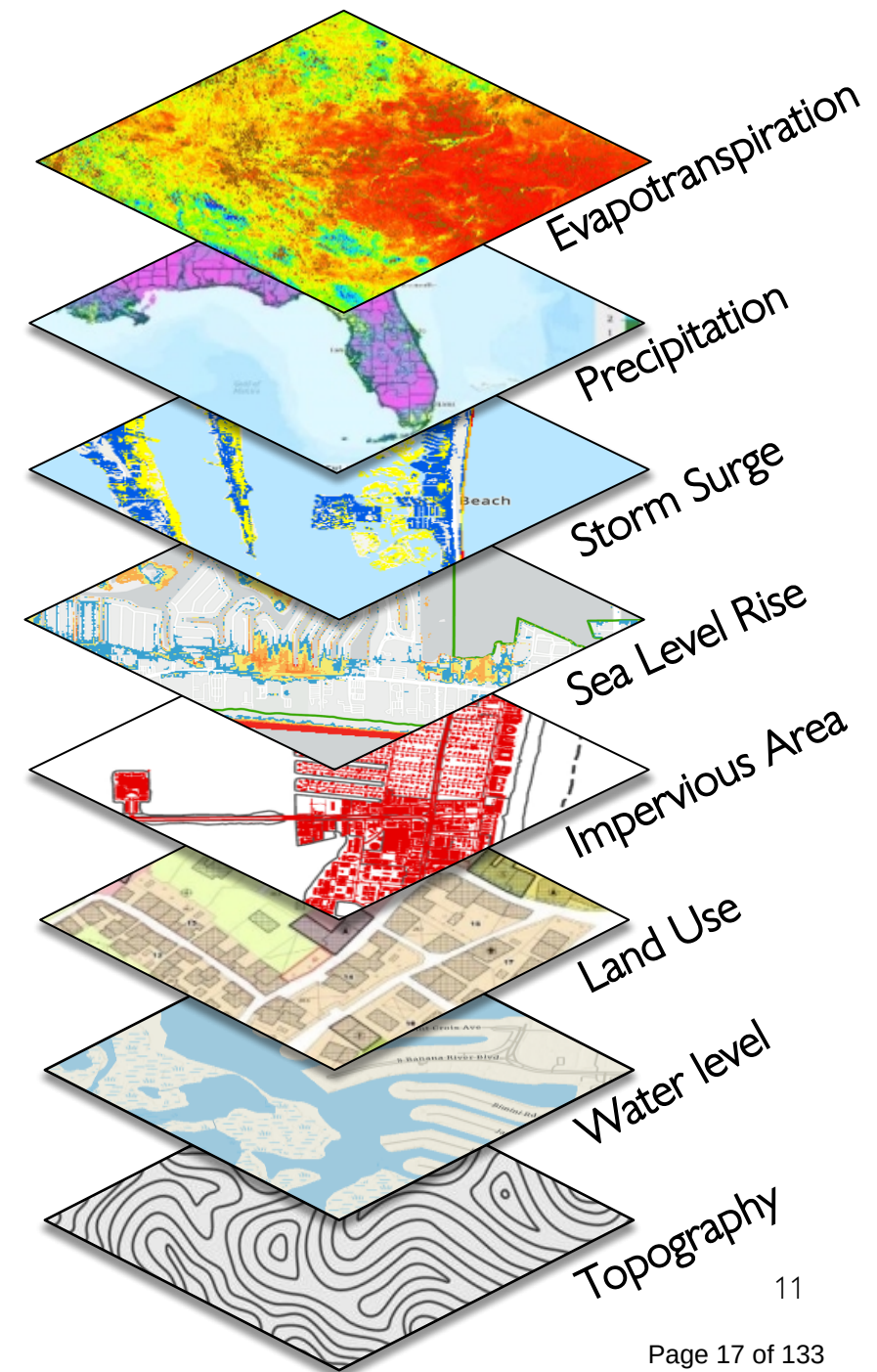
Asset Type	Number
Boat Ramps	4
Bridges	2
Bus Stops	58
Emergency Medical Facilities	3
Fire Stations	2
Law Enforcement Facilities	1
Lift Stations	17
Parks	64
Schools	7
Stormwater Facilities	8
Wastewater Treatment Facilities	1

250 Total Critical Assets



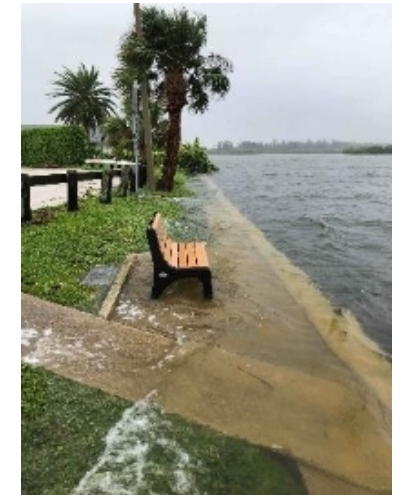
MODELING SCENARIOS

Flood Risk Scenario	Event Frequency	Planning Year	SLR Projection
Coastal Tidal Flooding	N/A	2020 2050 2080	Intermediate-Low & Intermediate
Storm Surge Flooding	100 Year Storm 500 Year Storm	Current 2050 2080	Intermediate-Low & Intermediate
Rainfall-Induced Flooding	100 Year Storm 500 Year Storm	2020 2050 2080	Intermediate-Low & Intermediate



PREPARING FOR THE FUTURE

- ✓ Assign risk to each critical asset
- ✓ Prioritize areas for climate adaptation strategies
- ✓ Plan capital improvements
- ✓ Request FDEP funding to implement!
- ✓ Reduce current and future flooding impacts



Thank You!



Morgan Zuhlke
Stormwater Utility Manager
Morgan.Zuhlke@CityofCocoaBeach.com



Scott Deitche
Sr. Principal, Water Resources
ScottDeitche@Geosyntec.com

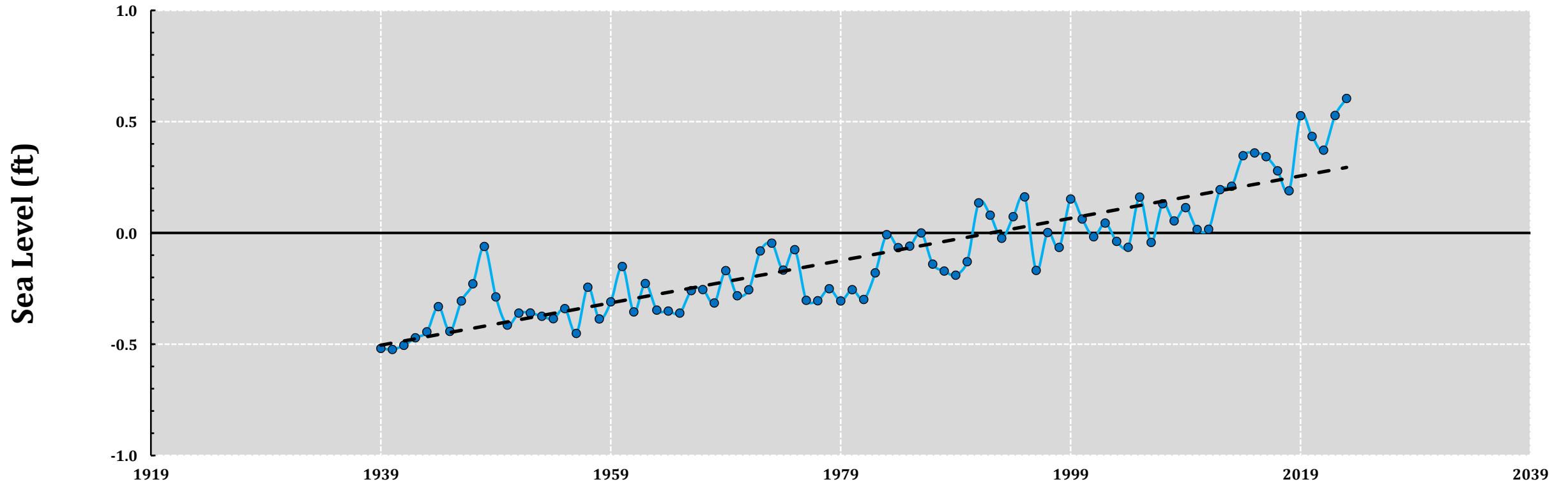


Leesa Souto, Ph.D.
Principal Scientist
LSouto@AppliedEcologyInc.com



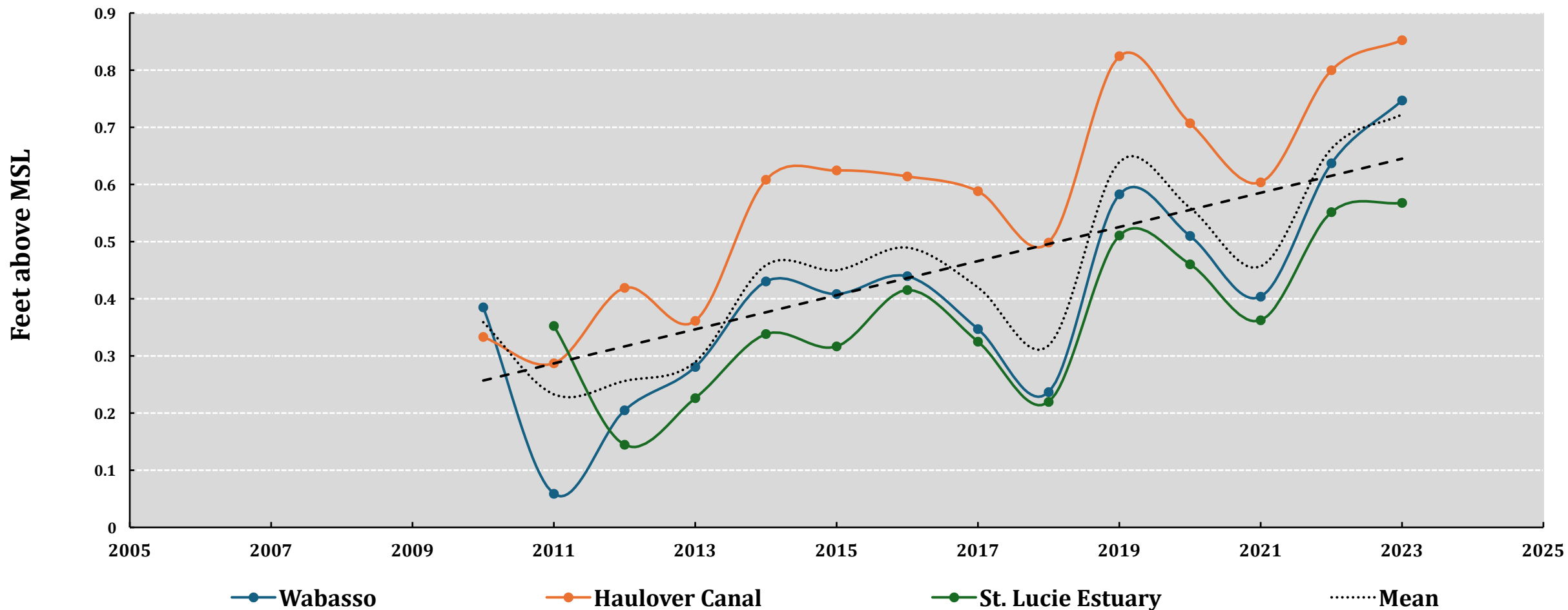
Questions?

Annual Mean Sea Levels along Florida's Atlantic Coast



Trident Pier at Port Canaveral measured a ~7.5" increase since 1940

Sea Level Rise at USGS Monitoring Stations in the Indian River Lagoon



Indian River Lagoon at Haulover Canal measured a ~6.1" increase since 2010



INCREASING
RAINFALL

24-hr Storm Interval	Rainfall Depth (Inches)
5-year	6.15
*10-year	7.49
25-year	9.54
50-year	11.30
100-year	13.20
200-year	15.30
500-year	18.20

* Current design standard
Bolded storm scenarios will be modeled.

*NOAA Atlas data downloaded from
https://hdsc.nws.noaa.gov/pfds/pfds_map_cont.html?bkmrk=fl

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

DEPARTMENT MAKING REQUEST/NAME: / Karin Grooms, City Clerk

MEETING DATE May 1, 2025

REQUESTED MOTION/ACTION

Approve the April 17th, 2025, Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

CITY OF COCOA BEACH
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A. MEETING CALLED TO ORDER

1. Pledge of Allegiance

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

2. Invocation by Pastor Keith, Club Zion

3. Roll Call

Commission Members Present:

City Commissioner - Mayor Keith Capizzi

City Commissioner - Joshua Jackson

City Commissioner - Vice-Mayor Skip Williams

City Commissioner - Jeremy Hutcherson

City Commissioner - Tim Tumulty

Administrative Members Present:

City Attorney - Becky Vose

City Clerk - Karin Grooms

Deputy Development Services Director - Brian Palmer

Development Services - Dave Dickey

Deputy Finance Director - Devan Taly

Project Manager - Scott Maxim

Public Works Director - Brad Kalsow

Planner II - Cory Hall

Police Chief - Wes Mullins

Leisure Services Director - Andrea Segarra

Finance Director – Hana Juman

IT Director – Kevin Perez

IT Manager – Ron Munn

Systems Analyst – Tristan Takacs

Senior IT Support Coordinator – Lauren Domenech

System Technician – Nathan Guruwatte

Stormwater Utility Manager – Morgan Zuhlke

Fire Chief – Justin Grimes

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 AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

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C. PUBLIC COMMENTS

Mr. Rick Anderson spoke about a brief history of the United States.

Ms. Janice Scott shared her appreciation for the new city hall building and shared a story about the old city hall. Addressed an issue she had with the budget, she inquired about it being a public record. Mentioned the flag on 520 should be removed or lowered at night.

D. STAFF REPORTS AND ANNOUNCEMENTS (Note, Sound missing from video due to technology issues)

Mr. Wayne Carragino, City Manager, mentioned that 3570 Ocean Beach Blvd is owned by the Federal Government. He spoke with the GSA and is going to have a meeting expressing interest in a park with beach access. They felt it was a top of the list item. They felt the county's interest. He added that he spoke with FDOT and is actively working on change orders, and it should start in May and will keep us updated. He mentioned the centennial celebration, and everything was going as planned. He mentioned the acts involved with the airshow. Commissioner Jeremy Hutcherson inquired about when this property was last discussed.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

There was no discussion.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Vice Mayor Williams mentioned 3570 Ocean Beach Blvd and his interest in the property. Asked to put together a depiction of what to do there, he mentioned creating an ADA park as a walkway to the beach. Stated he believes it will be an item that could be in a future budget. Mentioned the ribbon cutting for the new City Hall on May 1st. Commissioner Tumulty mentioned the tennis courts and changing the contract for them. Mayor Capizzi asked Mr. Scott Maxim, Project Manager, about an update on the parking garage elevator, and if there is a timeframe for the repairs. Mr. Maxim stated that as of now, there is no timeframe.

G. CONSENT AGENDA

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE CONSENT AGENDA AS READ WITH ITEM G.3 PULLED VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the 04/03/2025, Commission Meeting Minutes

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Staff Representative: City Clerk Department

2. Approval to award continuing services contracts to the following firms in response to RFQ CB25-003 Continuing Engineering & Architectural Services

1. - Bentley Group
2. - Applied Ecology
3. - BEA Architects
4. - Peacock Architects
5. - WSB, LLC
6. - Innovation Design Consulting
7. - Florida Technical Consultants
8. - Quetica
9. - Mel D Studio Architecture
10. - Construction Engineering Group
11. - Dredging Marine Consultants
12. - Plus LLC.
13. - Tsark Architecture
14. - Architects Design Collaborative
15. - DAG Architects

Staff Representative: Scott Maxim, Project Manager
Recommendation: Approve

3. Adopt Resolution No. 2025-06 to execute amendment #01 to the current Interlocal Agreement between FDOT and the City of Cocoa Beach for Construction, Operation, and Maintenance of Bicentennial Park. This amendment provides specific provisions for construction of the improvements currently in progress and specifies the City's obligation to maintain and operate any additional features constructed on the property. Adoption of this resolution and execution of the amendment are requirements of FDOT.

Staff Representative: Scott Maxim, Project Manager
Recommendation: Approve

This item Was pulled from the Consent agenda.

4. Approve the purchase of a replacement pump for sewer lift station #1 in the amount of \$64,560. This is a budgeted capital item. The purchase also includes a pump stand kit and 8" x 12" elbow fitting.

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

5. Enter into a Memorandum of Understanding between the City of Rockledge and City of Cocoa Beach for the formation of a joint emergency response

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team. --ADDED 4/17/25

Staff Representative: Wes Mullins, Police Chief

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Adopt Resolution No. 2025-06 to execute amendment #01 to the current Interlocal Agreement between FDOT and the City of Cocoa Beach for Construction, Operation, and Maintenance of Bicentennial Park. This amendment provides specific provisions for construction of the improvements currently in progress and specifies the City's obligation to maintain and operate any additional features constructed on the property. Adoption of this resolution and execution of the amendment are requirements of FDOT.

Staff Representative: Scott Maxim, Project Manager

Recommendation: Approve

Commissioner Hutcherson inquired about Exhibit A. Mr. Maxim explained what it was and stated that it was approved by them.

Ms. Scott inquired about the item and if there were any increased financial obligations. Mayor Capizzi stated that it was just to maintain the park. Mr. Maxim stated that it was for building a restroom with no added costs and that the project was fully grant funded.

MOTION BY WILLIAMS/TUMULTY

I MOVE TO ADOPT RESOLUTION 2025-06

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

I. UNFINISHED BUSINESS

1. Adopt Ordinance 1696 on Second 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 BY WILLIAMS/TUMULTY

I MOVE TO ADOPT ORDINANCE 1696

ROLL CALL VOTE 5 – AYES 0 - NAYES

2. Adopt Ordinance No. 1697 on second reading. ORDINANCE NO. 1697 AN

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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

Ms. Lisa Bosch mentioned her experience with land use and law. Shared her concerns with transient lodging. Mentioned that there was no impact study done and there is no exemption for the CRA and stated she doesn't see it as legal. She shared her concerns about the legality of this issue and how it could affect the residents. She asked the commission to vote no or pull it.

Ms. Vose stated that the issue with the district was discussed, and it was determined to exempt that specific building. They were allowed to operate similarly to a hotel, which was accepted. She stated that the reason for second readings on ordinances is to discuss and change the wording if need be.

Mayor Capizzi asked for clarification.

Vice Mayor Williams mentioned that there were those who came forward to be rezoned in 2008. Mayor Capizzi inquired about any other transient buildings from 2008.

Ms. Vose stated that if you wanted to change it, it would have to be published again.

Ms. Scott inquired about the transient building and received complaints about the condos. She mentioned the condo documents and stated the city is not capturing transient zoning. She Inquired about the difference between the condo cost and the ordinance.

Ms. Vose stated our ordinance doesn't change condo docs. Commissioner Williams mentioned the ordinance and explained that.

Mr. Leanord Becket stated his history with similar issues with transient rentals in Miami- Dade. He mentioned his friend has strong reservations about whether what the commission is doing is legal. Mentioned the attorneys there would not allow the fees that the commission is proposing.

MOTION BY WILLIAMS/TUMULTY

I MOVE TO ADOPT ORDINANCE 1697

ROLL CALL VOTE 5 – AYES 0 – NAYES

3. ADOPT RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA; Providing Legislative Findings; AMENDING RESOLUTION NO. 2025-01 By Changing Vacation Rental Fees And Fines From Those Set

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Forth In That Resolution; Setting Forth Estimated Costs To Regulate Vacation Rentals And A Formula To Use To Determine The Registration Fee For Vacation Rentals Based On Maximum Allowed Occupancy And Computation Based On Maximum Number Of Guests Allowed In The Vacation Rental; And Providing For Severability And An Effective Date.

Staff Representative: City Commission

Recommendation: Adopt

Vice Mayor Williams asked Ms. Vose for clarification of occupancy rules, particularly regarding minors. Ms. Vose explained that the standard is two people per bedroom, and this includes minors based on what is advertised. If a property is listed for six occupants and hosts more, the owner may face significant fines. Mayor Capizzi inquired about STRs allowing eight occupants, and Ms. Vose clarified that if more than the allowed number stay, both the renter and the owner would be fined. Enforcement of over occupancy often relies on reports from neighbors, and blatant violations may be considered nuisances under the ordinance.

Mayor Capizzi noted that fees for STRs had decreased. Ms. Vose explained that registration costs for multifamily units are now lower than for single-family homes. For single-family properties, the fee is \$219.45 per guest for both initial and renewal registrations, which includes fire and building inspections. For multifamily properties, the cost is \$136.30 per guest for both initial and renewal registrations.

Commissioner Hutcherson asked how the funds from these fees would be allocated. Ms. Vose explained that she would be paid a flat fee for her work on the issue, and a portion of the collected fees would be allocated to related city services. Commissioner Jackson expressed appreciation for the work the staff had done and acknowledged Ms. Cindy Depina's, HR Director, involvement. Mayor Capizzi also thanked the staff for their efforts.

Ms. Bosch voiced concerns about rising utility costs, the lack of impact fee studies, and the limited income STRs provide in return. Ms. Catherine Funderburke-Swingle spoke about Airbnb's policies, noting that infants are not counted toward occupancy and that age restrictions cannot be enforced. She expressed support for the city's progress on STR issues and suggested hiring additional staff to help enforce the regulations, with a follow-up review in one year.

Mr. Jim Vadic raised questions about how the fee increases were determined and shared concerns about parking. Ms. Vose responded by citing the experience of a staff member from Cape Canaveral, who noted that managing STR issues tends to cost 1.5 times what is collected in fees. Commissioner Tumulty added that the STR registration process would be staggered over time to avoid overwhelming the system. Parking was further discussed with Ms. Vose, clarifying that a parking plan is required during

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registration and that garage spaces do not count toward the parking total.

Ms. Barba Mills asked for a clearer explanation of the fee schedule and expressed concerns about occupancy limits and the costs associated with them. The commission engaged in discussion to clarify the fees and the rationale behind them.

J. NEW BUSINESS

1. Requesting the Commission to provide a path forward for staff regarding hiring for the City Manager position. Potential costs incurred for filling this position is unbudgeted for FY 2025.
Effective August 31, 2025, City Manager, Wayne Carragino, will be retiring from the City of Cocoa Beach after 17 years of service.
Staff Representative: Cindy Depina, Human Resources Director; Karin Grooms, City Clerk/Assistant City Manager
Recommendation: Provide direction to move forward

Vice Mayor Williams asked about a packet from Ms. Depina regarding the hiring process for a new City Manager. He questioned the sample pay figures, whether costs could be adjusted, and highlighted that advertising and travel costs should be included for a full financial picture. He also asked if there were any local candidates.

Commissioner Tumulty inquired about internal versus external candidates and noted that initial phone interviews could help reduce costs. Ms. Depina estimated recruitment costs starting at around 25% of the candidate's base salary, with the lowest being around \$50,000.

Commissioner Hutcherson and Vice Mayor Williams discussed past hiring processes, with Vice Mayor Williams noting prior efforts included both bid and internal searches and that travel costs were typically low. Ms. Depina added that many counties were currently searching for City Managers, indicating a competitive market.

Mayor Capizzi commented that Cocoa Beach offers a stable environment and fair pay, and Ms. Depina agreed, noting the national challenge in finding candidates. Commissioner Tumulty and Vice Mayor Williams discussed residency, suggesting a preference for candidates from Brevard County due to availability, though Ms. Depina pointed out the challenge of Cocoa Beach's housing costs.

Mayor Capizzi mentioned a free service as an option, though Ms. Depina clarified that advertising costs would still apply. Vice Mayor Williams and Ms. Vose both discussed different approaches other cities have used, including internal searches and the limited need for elaborate recruitment materials due to Cocoa Beach's appeal.

Ms. Vose outlined the interview processes of other cities. Commissioner Tumulty emphasized the importance of the decision, suggesting the commission take its time,

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
April 17, 2025

with the goal of making a decision by May 1st. Vice Mayor Williams asked Ms. Depina to prepare a packet outlining what an internal search would involve, and Ms. Depina agreed to present options

MOTION TO TABLE DISCUSSION WILLIAMS/TUMULTY
I MOVE TO TABLE THE DISCUSSION UNTIL THE MAY 1ST MEETING.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

2. Request for parking spaces at the Beach Island Resort Lessees Association Inc. Daytime parking permits for guests that stay at the Resort for the 11th street parking area just down from the resort, next to Mar Bleu condominium.
Requester: Penelope E. Cossich
Recommendation: Discuss

MOTION TO DISCUSSION HUTCHERSON/JACKSON
I MOVE TO DISCUSS
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

Ms. Patricia Cossich addressed the commission, referencing the previous meeting and noting that her parking issues remain unresolved. She explained that she currently has 7 nighttime parking passes and emphasized the urgent need for more. She manages 17 rental units but only has 11 on-site parking spots. To supplement this, she purchased 7 additional rental parking spaces. However, residents must move their cars regularly, and any guests are required to obtain permits, which has caused inconvenience. She stated that she has already lost three guests due to the lack of parking accommodations. Ms. Cossich reiterated her willingness to rent both daytime and evening passes and stressed that ongoing complaints are affecting her revenue. She requested assistance from the commission.

Mayor Capizzi stated that he had spoken with city staff and suggested that Ms. Cossich could potentially be grandfathered into the parking program. He noted that the city earns approximately \$11,000 in annual revenue from the nearby street parking. He proposed allowing Ms. Cossich to retain her 7 additional spaces but convert them to full 24-hour parking passes.

Vice Mayor Williams expressed concern about the high traffic on 11th Street, especially on weekends, and stated that giving up that many spaces on a busy street would not be ideal. He suggested the possibility of using a less-trafficked street instead. A discussion followed about potentially staggering street parking and issuing additional nighttime passes to help ease the situation.

Commissioner Hutcherson inquired about using differentiated placards for specific streets, and Mayor Capizzi suggested splitting Ms. Cossich's passes between different

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streets. Commissioner Tumulty brought up the cost of the passes, and the commission discussed various pricing options. They considered splitting the passes between 11th and 12th Streets, proposing a total of \$7,500: \$2,500 for nighttime passes and \$5,000 for daytime passes.

Ms. Juman shared current contract details and revenue figures, noting that 9th Street generates \$11,000 annually while 10th Street brings in \$9,000. She added that 4 passes are currently issued for 11th Street and 3 for 12th Street.

Commissioner Jackson asked about the grandfathering process, and Mayor Capizzi clarified that any such agreement would be non-transferable if the property were sold. He emphasized that the language used in the policy would need to be very specific. He also noted that there are few businesses currently in operation that existed before the implementation of the city's parking program.

K. GENERAL PUBLIC COMMENT

Ms. Melissa Byron said she supports looking for a new City Manager internally, noting that the process can take a lot of time. She stressed that the Commission should set clear criteria for the position and make that information available to the public. She pointed out that hiring someone from outside during budget season could be tricky. Ms. Byron also suggested narrowing the range of candidates and mentioned that compensation should be in line with similar cities like Cape Canaveral and Cocoa Beach, though she acknowledged it's going to be a tough search.

L. ADJOURNMENT

The meeting adjourned at 8:41 P.M.

X

Karin Grooms
City Clerk

X

Keith Capizzi
Mayor

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Wayne Carragino, City Manager

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Cancel the July 3rd City Commission Meeting
Staff Representative: Wayne Carragino, City Manager
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Historically, the city has cancelled the Commission meeting around the July 4th Holiday.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

BOARD APPOINTMENT: Space Coast Transportation Planning Organization (TPO)
Citizen's Advisory Board Member

Applications Received: Erin Murphy

Per Agreement, Cocoa Beach/Cape Canaveral share Voting Delegates on the
Transportation Planning Organization. For 2025, the Voting Delegate is Cocoa
Beach. Cape Canaveral is designated as the alternate

Staff Representative: City Clerks Office

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: Online Form Submission #17111 for Application for Appointment to Boards and Committees
Date: Tuesday, April 22, 2025 12:03:20 PM

Application for Appointment to Boards and Committees

Step 1

Please check all the
Boards/Committees
you are interested in
serving

Other

Other - please specify

Citizens Advisory Committee for SCTPO

Are you able to attend?

Both, Evening and Morning

First Name

Elizabeth (Erin)

Last Name

Murphy

Address1

301 N ATLANTIC AVE APT 603

Address2

Field not completed.

City

Cocoa Beach

State

FL

Zip

32931-2957

Phone Number

2034829947

Fax Number

Field not completed.

E-Mail Address

e_s_murphy@hotmail.com

(Section Break)

EMPLOYMENT

Employer

Field not completed.

Occupation

Field not completed.

Address1

Field not completed.

Address2

Field not completed.

Field not completed.

City	
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
E-Mail	<i>Field not completed.</i>
Job Responsibilities	I retired from IBM in 2016 - don't have a current resume - you can see my LinkedIn profile here: www.linkedin.com/in/erinmurphync
Resume Upload	<i>Field not completed.</i>

(Section Break)

EDUCATION

Type of School	College or Trade School
Name of Last School and Location	Regis University in Denver, CO
Major or Degree	Computer Information Systems
No. Years Completed	MS - completed degree

Step 2

Are you related to a current Cocoa Beach Commissioner or City Employee?	No
If yes, you are related to a current Cocoa Beach Commissioner or City Employee, please explain	<i>Field not completed.</i>
Have you ever held a business tax receipt	No
If yes, please provide the following	
Title	<i>Field not completed.</i>
Issue Date	<i>Field not completed.</i>
Issuing Authority	<i>Field not completed.</i>

Do you own property in the City of Cocoa Beach? *Field not completed.*

(Section Break)

Are you a resident of the City? Yes

If yes, how long? (Years/Months) 5 years

How long have you been a resident of Brevard County? (Years/Months) 5 years

Are you a United States citizen? Yes

Are you a registered voter of the City? Yes

Are you employed by the City? No

If yes, what department? *Field not completed.*

Do you presently serve on a City Board/Committee? No

If yes, please list Board(s)/Committee(s) *Field not completed.*

Have you previously served on a City Board/Committee? No

If Yes, please list Board(s)/Committee(s) *Field not completed.*

Are you currently serving on a Board, Authority, Commission for another government agency? No

If yes, please specify *Field not completed.*

(Section Break)

Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge?	No
If yes, what charge?	<i>Field not completed.</i>
Where?	<i>Field not completed.</i>
When?	<i>Field not completed.</i>
Disposition?	<i>Field not completed.</i>
Have your rights been restored?	<i>Field not completed.</i>
Are you a member or participant of any community organization?	Yes
If yes, please list	Spacecoast Freewheelers bicycle club, Treasurer of Palmas de Majorca Condominium Association
What are your hobbies/interests?	cycling, teaching 4th grade Math (volunteer at Our Saviour's school), enjoying the beach
Please explain why you wish to serve on the City's Board/Committee?	As a cyclist, I am passionate about safe roads and am interested in any proposed changes to the roads in Brevard County. Zoe McNeeley and Georganna Gillette from SCTPO verified that there is a CAC member vacancy representing the North Beaches Coalition (the seat for Cocoa Beach and Cape Canaveral).

Step 3

Florida Statutes Section 760.80 requires certain information on Created Boards/Committees

Race	Caucasian
Gender	Female
Disability	Not Physically Disabled

(Section Break)

APPLICANT CERTIFICATION

By filing this application with the City of Cocoa Beach, I do hereby acknowledge the following: 1) This application when completed is a public record and open to public inspection. 2) I am responsible for keeping information current with the City. 3) I consent to the filing of the State Form, Statement of Financial Interest (Form 1), if required by the Board. (<http://www.ethics.state.fl.us/ethics/forms.html>). 4) If appointed, it is my obligation to comply with the State of Florida Code of Ethics. 5) I acknowledge that I will have adequate time to serve on the Board/Committee. The information provided on this form is true and correct.

I understand that the City will acknowledge receipt of my Board/Committee application and that my application will remain active for 6 months from the date of submission.

If I am selected to serve on a Board/Committee, the City will notify me, otherwise if not selected, I will receive no notice. At any time, I may withdraw my application by contacting: cityclerk@cityofcocoa beach.com.

Submitted by (Print
Your Name):

Elizabeth S Murphy

Date

4/22/2025

Email not displaying correctly? [View it in your browser.](#)

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /
Becky Vose, City Attorney

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Tabled on April 17th, 2025; Requesting the Commission to provide a path forward for staff regarding hiring for the City Manager position. Potential costs incurred for filling this position is unbudgeted for FY 2025.

Effective August 31, 2025, City Manager, Wayne Carragino, will be retiring from the City of Cocoa Beach after 17 years of service.

Representative: Becky Vose, City Attorney

Recommendation: Provide direction to move forward

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Not budgeted

BACKGROUND:

CONTRACT FOR EXECUTIVE SEARCH FIRM
(Town Manager)

THIS CONTRACT FOR EXECUTIVE SEARCH FIRM ("Contract" or "Agreement") is made and entered into as of this 18th day of March (the "Effective Date") by and between **COLIN BAENZIGER** doing business as COLIN BAENZIGER & ASSOCIATES (the "Contractor"), and the **TOWN OF ORANGE PARK**, a political subdivision existing under the laws of the State of Florida, having its principal office at 2042 Park Avenue, Orange Park, FL 32073 (the "Town" or the "Buyer"),

RECITALS:

WHEREAS, the Town issued a Request for Proposal for Executive Search Firm (Town Manager), a copy of which is on file with the Town and incorporated herein by this reference (the "RFP"); and

WHEREAS, the Contractor has submitted a written proposal dated November 20, 2024, attached hereto as **Exhibit A** and is incorporated herein by reference (the "Response"); and

WHEREAS, the Town ranked the Contractor's Response higher than the other respondents and desires to award an agreement to the Contractor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Recitals. The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

Section 2. Contract Documents; Conflicts. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein:

- i. This Contract including exhibits attached hereto, as modified by any subsequent signed amendments;
- ii. The RFP and any addendums; and
- iii. The Response.

Any terms in the Response that conflict with or are prohibited under this Agreement, the RFP, or state, local, and federal laws shall not be included in this Agreement and shall be void and of no force or effect. Specifically, Contractor acknowledges that candidate interviews must be conducted in accordance with Florida's Open Meetings Laws and Public Records Laws and any inconsistencies in the Response with these laws shall be void and of no force or effect.

Section 3. Services. The Contractor shall perform the services described in the RFP and the Response (the "Services"). Specifically, the Contractor agrees to provide the Services to the Town in accordance with the RFP and the Response, subject to the terms of this Agreement. The

Contractor shall provide the Services set forth in the RFP and the Response and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Town Council and/or Contract Manager. In the event of a conflict between the provisions of the Response and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services. The Contractor acknowledges that the Town Council shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town Council. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town Council with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes. Contractor shall provide an updated projected timeline to perform the Services for the Town's review and approval.

Section 4. Maximum Indebtedness; Contract Price. The Town's maximum indebtedness for the Services under this Agreement shall not exceed the fixed monetary amount not-to-exceed Thirty-Two Thousand Five Hundred and 00/100 (\$32,500), subject to annual available and lawfully appropriated funds. The Agreement payment terms are set forth on **Exhibit B** attached hereto.

Section 5. Contract Term. The Contract shall become effective on the date of the first page and shall continue until the last day of the sixth (6th) month with two (2) one (1) month mutually agreed extensions.

Section 6. Notice Requirements. Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below or via email with an acknowledge delivery receipt by the other party. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

As to the Town: Town of Orange Park
 2042 Park Avenue
 Orange Park, FL 32073
 Attention: Town Clerk

Email: crusso@townop.com

With a copy to: Town Attorney
Same address as above
Email: lhodges@townop.com

As to Contractor: Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, FL 32118
Attention: Colin Baenziger
Phone: 561-707-3537
Fax: 888-635-2430
E-mail: Colin@cb-asso.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above.

Section 7. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Town's Contract Manager is Courtney Russo, Town Clerk, and the Contractor's Contract Manager is Colin Baenziger. Each party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

Section 8. Human Trafficking Affidavit. Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Town's obligations hereunder, Contractor shall deliver to the Town an executed Human Trafficking Affidavit in the form attached hereto as **Exhibit C**.

Section 9. Indemnification and Insurance. Contractor shall adhere to the indemnification and insurance requirements contained on **Exhibit D** attached hereto.

Section 10. Miscellaneous Required Contract Provisions. Contractor shall adhere to the additional required contract provisions set forth on **Exhibit E** attached hereto.

Section 11. Exhibits. All Exhibits attached hereto are hereby fully incorporated herein by reference.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Town (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

Section 13. Amendments. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

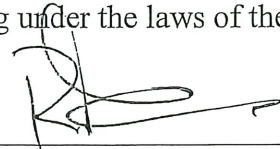
Section 14. Counterparts. This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]

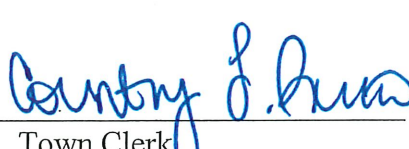
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN:

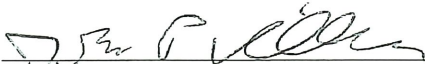
TOWN OF ORANGE PARK, a municipality existing under the laws of the State of Florida

By: 
Randy Anderson, as Mayor

Attest:

By: 
Town Clerk

In compliance with the Charter of the Town of Orange Park, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract or obligation and provision has been made for the payment of monies provided therein to be paid.


Town Manager or authorized designee

CONTRACTOR:

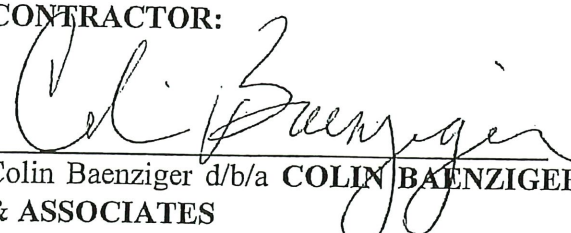

Colin Baenziger d/b/a **COLIN BAENZIGER & ASSOCIATES**

Exhibit A

Response

[To immediately follow this page.]

Exhibit B

Payment Terms

Contractor offers a firm, fixed price of \$32,500, which includes all the expenses we will incur in the search with one exception. Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services

Phase I: Needs Analysis / Information Gathering	\$4,000
Phase II: Recruiting*	\$14,000
Phase III: Screening	\$12,000
Phase IV: Interview Process Coordination and Selection	\$1,500
Phase V: Negotiation and Warranty	\$1,000
Firm, Fixed Fee Total	\$32,500

If the Town asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment. The Town will not be responsible to pay any of the firm's travel costs and expenses arising from this Agreement.

*In Phase II, Contractor shall also provide the Town with information and recommendations regarding comparable salary/compensation for the town manager position.

Exhibit C

**AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE
SECTION 787.06, HUMAN TRAFFICKING**

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Managing Partner of Colin Baenziger & Associates, a Florida Executive Search Firm (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of April 2, 2025.



Print Name: G. Scott Krim

STATE OF Utah

COUNTY OF Weber

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025, by G. Scott Krim as Managing Partner of Colin Baenziger & Associates, a Partnership, on behalf of said Partnership. Said individual ☐ is personally known to me or ☒ has produced Drivers License as identification.



Name: Brooke M Byall

NOTARY PUBLIC, State of Utah

Serial Number (if any) 739957

My Commission Expires: Nov 4, 2028

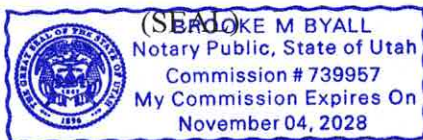


Exhibit D

Indemnification and Insurance

Indemnification

Contractor and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the Town of Orange Park, Florida (“Town”) and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the Agreement, operations, services or work performed hereunder; and
2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and
3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the “Service(s)”), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Town, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement

and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker’s Compensation	Florida Statutory Coverage
Employer’s Liability	\$100,000 Each Accident
	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

- \$1,000,000 General Aggregate
- \$1,000,000 Products & Comp. Ops. Agg.
- \$1,000,000 Personal/Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 50,000 Damage to Rented Premises
- \$ 5,000 Medical Expenses

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of

Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability \$1,000,000 Combined Single Limit (Coverage for all automobiles, contractors automotive equipment; owned, hired or non-owned used in performance of the Contract; property damage per claim and aggregate)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000 per Claim and Aggregate

Additional Insurance Provisions

- A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and & statement as provided below. The certificates of insurance shall be mailed to the Town of Orange Park, Florida (Attention: Chief Financial Officer), 2042 Park Avenue, Orange Park, Florida 32073.
- B. Additional Insured. All insurance except Worker's Compensation, shall be endorsed to name the Town and its respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town and their respective members, officers, officials, employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.
- E. Contractor Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self- insurance maintained by the Town and its respective members, officers, officials, employees and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the Town and its respective members, officers, officials, employees and agents be responsible for paying any deductible or self- insured retention related to this Agreement.
- G. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its subcontractors, employees or agents to the Town and its respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- H. Waiver/Estoppel. Neither approval by Town nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the Town thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Town may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Town and its respective members, officers, officials, employees and agents also be named as an additional insured.
- L. Special Provision. Prior to executing this Agreement, Contractor shall present this Agreement and these insurance requirements to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Agreement Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Agreement.

Exhibit E

Additional Required Contract Provisions

Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

Ownership of Works. (a) As used in this Section and the Section below entitled "Intellectual Property", the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract. (b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in the Section "Intellectual Property" below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation. (c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

Intellectual Property. (a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer)

Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work. (b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office). (c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

Attorneys Fees. Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained,

Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Agreement.

Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any thirdparty request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

Human Trafficking Affidavit. Contemporaneously with the execution of this Addendum to Agreement, and as a condition precedent to the enforceability of the Agreement including the Buyer's obligations thereunder, Contractor shall deliver to the Buyer an executed Human Trafficking Affidavit in a form approved by the Buyer.

Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s), that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not

limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

Prompt Payment to Subcontractors and Suppliers. Payments under this Agreement shall be governed by the Local Government Prompt Payment Act, Chapter 218, Part 7, Florida Statutes.

Conflicts of Interest. Contractor acknowledges that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor. By execution of this Addendum to Agreement, Contractor represents that no public official has a financial interest in Contractor's bid or contract.

Substitution of Personnel. In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting.

Methods and Times of Payment. The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit B – Payment Terms.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's contract title, and shall have a unique invoice number assigned by the Contractor. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. Disputes for payment of obligations shall be concluded by final written decision of the Town Manager, or designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Town.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Town as follows:

Town of Orange Park
Finance Department
2042 Park Avenue
Orange Park, FL 32073
Attention: John Villanueva
Phone: 904-264-9565
Fax: 904-278-3039

The Town may at any time designate a different address and/or contact person by giving written notice to the Contractor.

Proprietary Information. As a political subdivision of the State of Florida, the Town is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

Non-Discrimination. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor violates the Act during the term of this Contract.

Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have

the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Clay County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

Bankruptcy. The Town reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

Press Release or Other Public Communications. Under no circumstances shall the Contractor without the express written consent of the Town:

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

Compliance with Applicable Laws. The Contractor (and any subcontractors as to any services that the Contractor provides to the Buyer under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Town of Orange Park Ethics Laws; and
- All licensing and certification requirements applicable to performing the

Services.

Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

Prohibition against Considering Social, Political or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Buyer in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(2) Is engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods or services in an amount of one million dollars or more and the Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and

(3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods and services of any amount and the Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List;
or

(2) Is engaged in a boycott of Israel.

Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Agreement with any public entity; and
 - transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Agreement with any public entity; or
 - transact business with any public entity.

Public Records. The Buyer is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a) Keep and maintain public records required by the Buyer in order to perform the service.
- b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Buyer.
- d) Upon completion of the Agreement, transfer, at no cost to the Buyer, all public records in possession of the Contractor, or keep and maintain public records required by the Buyer to perform the service. If the Contractor transfers all public records to the Buyer upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records in a format that is compatible with the information technology systems of the Buyer.
- e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.
- f) During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the Buyer's Town Manager. The Contractor agrees to make available to the Buyer's Town Manager, during normal business hours and in Clay County, all books of account, reports and records relating to this Agreement.
- g) Public Records Custodian

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

**TOWN CLERK
2042 PARK AVENUE**

ORANGE PARK, FL 32073
EMAIL:CRUSSO@TOWNOP.COM

THE CONTRACTOR ACKNOWLEDGES THAT THE BUYER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE BUYER TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION PURSUANT TO THIS AGREEMENT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Baenziger, Colin 2055 S Atlantic Ave Ste 504 Daytona Beach FL 32118		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42376	

COVERAGES**CERTIFICATE NUMBER:** 4205375**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	TWC4538125	01/01/2025	01/01/2026 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Orange Park 2042 Park Avenue Orange Park FL 32073	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fulton Agency, Inc. 660 E Hillsboro Blvd Ste 105 Deerfield Beach FL 33441	CONTACT NAME: Candace Maloman PHONE (A/C, No, Ext): (954) 510-4485 E-MAIL ADDRESS: candace@fultonagency.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Co INSURER B: Progressive Express Insurance Company INSURER C: CFC Underwriting LTD INSURER D: INSURER E: INSURER F:	NAIC # 10200 10193 52524
INSURED Colin Baenziger Colin Baenziger & Associates 2055 South Atlantic Ave Suite #504 Daytona Beach Shores FL 32118		

COVERAGES**CERTIFICATE NUMBER:** 27887**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	P102.235.805.3	01/08/2025	01/08/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	963401112	11/19/2024	11/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			PSN0640134815	11/19/2024	11/19/2025	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder included as Additional Insured, per written contract. A Waiver of Subrogation is included for General and Auto Liability, per written contract. General Liability is Primary and Non-Contributory, per written contract. 30 day notice of Cancellation applies, except for Non-Payment, which is 10 days.

CERTIFICATE HOLDER**CANCELLATION**

Town of Orange Park Attention: Town Clerk 2042 Park Avenue Orange Park FL 32073	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CAPITAL STRATEGIC SOLUTIONS

Building Stronger Communities

TASK ORDER: City of Cocoa Beach Recruitment - City Manager



508-690-0046



INFO@CAPITAL-STRATEGIC-SOLUTIONS.COM



WWW.CAPITAL-STRATEGIC-SOLUTIONS.COM



43 BROAD STREET, SUITE B309A, HUDSON, MA 01749



April 16, 2025

Cindy DePina
Human Resources Director
City of Cocoa Beach
2 South Orlando Avenue
PO Box 322430
Cocoa Beach, FL 32932-2430

Re: Task Order – Recruitment Services for City Manager Position

Dear Cindy DePina:

In accordance with our existing contract with the City, Capital Strategic Solutions is pleased to present a Contract Task Order to provide Professional Consulting Services for Cocoa Beach. This letter and enclosed proposal describe our company, qualifications, approach, and the commitment that Cocoa Beach can expect from Capital Strategic Solutions, LLC (CSS) throughout this engagement. Based on our recent conversations with the City, as well as our knowledge and extensive experience with municipal recruitment and human resources, we understand your goal to procure the services of an experienced firm that will properly and cost effectively deliver the services needed for the City of Cocoa Beach.

I, Jennifer Thompson, am authorized to make commitments, including financial ones, on behalf of Capital Strategic Solutions, LLC for all aspects of this project. We appreciate the opportunity to offer our services. If you have any questions, please contact me at 508-958-7823 or email me at jennifer@capital-strategic-solutions.com.

Respectfully Submitted,

Jennifer Thompson

Jennifer Thompson
Chief Development Officer
Capital Strategic Solutions
43 Broad Street, Suite B309A
Hudson, MA 01749



PROJECT DETAILS:

Capital Strategic Solutions (CSS) is pleased to submit this proposal to lead the professional recruitment of a new City Manager for the City of Cocoa Beach, Florida. Our recruitment process is designed to ensure a thorough, inclusive, and transparent search that yields a diverse and highly qualified applicant pool and culminates in the successful hiring of a leader who aligns with the City's values, priorities, and long-term vision. CSS will partner closely with City leadership and designated stakeholders throughout the process and will tailor the search to meet Cocoa Beach's unique organizational culture, community character, and strategic needs.

Phase 1: Initial Planning and Needs Assessment

Goal: Understand the organizational, operational, and cultural expectations for the next City Manager and define the ideal candidate profile.

Key Activities:

- Project Kick-off Meeting with the City Commission and designated staff to establish expectations, review project milestones, and clarify process roles.
- Stakeholder Interviews with City Commissioners, department heads, and key community leaders to collect perspectives on the city's current challenges, opportunities, and desired leadership qualities.
- Community Engagement Tools, including online surveys, public listening sessions, or roundtable discussions to allow residents and business leaders to provide input into the recruitment profile.
- Development of a Leadership Profile that synthesizes feedback to define the ideal candidate's attributes, experience, and competencies.

Deliverables:

- Stakeholder interview summary and themes report
- Candidate leadership profile and position overview
- Updated City Manager job description, if necessary
- Recruitment project plan and timeline

Phase 2: Customized Recruitment Strategy and Marketing Campaign

Goal: Maximize outreach to generate a robust, diverse, and qualified pool of applicants from both traditional and non-traditional candidate pipelines.

Key Activities:

- Design of a Professional Recruitment Brochure highlighting the City's mission, governance structure, quality of life, and City Manager role.
- Strategic Advertising Campaign, including placement on local, regional, and national platforms such as:
 - Florida City and County Management Association (FCCMA)
 - International City/County Management Association (ICMA)
 - Engaging Local Government Leaders (ELGL)
 - Public sector career websites and municipal job boards
- Targeted Outreach to professional associations, leadership networks, and executive directories.
- Direct Outreach and Passive Candidate Cultivation through CSS's professional network, focused outreach to experienced leaders in similarly sized or coastal municipalities, and leveraging CSS's proprietary municipal database.

Deliverables:

- Professionally designed digital and print-ready recruitment brochure
- Targeted advertising placements and outreach strategy
- Weekly outreach progress updates and applicant tracking reports

Phase 3: Applicant Screening and Preliminary Interviews

Goal: Identify and recommend the most qualified candidates based on a comprehensive review of all applications.

Key Activities:

- Review and Vetting of All Applications, including resumes, cover letters, and supplemental materials.
- Preliminary Candidate Rating System to evaluate applicants based on education, experience, leadership capacity, technical knowledge, communication skills, and alignment with the City's goals.

- Initial Screening Interviews (virtual) with CSS to assess top applicants' interest, availability, cultural fit, and leadership style.
- Shortlisting of Semi-Finalists with full profiles submitted to the City Commission.

Deliverables:

- Matrixed scoring of all qualified applicants
- Summary profiles for top-tier candidates
- Recommendations for 5–7 semi-finalists for Commission review

Phase 4: Interview Coordination and Candidate Evaluation

Goal: Facilitate an objective, structured, and efficient process for the City Commission and key stakeholders to evaluate finalists.

Key Activities:

- Design of Interview Process, including format, logistics, evaluation forms, and suggested questions tailored to the City's strategic goals.
- Coordination of Candidate Logistics, including travel, lodging, and interview scheduling for in-person or hybrid interviews.
- Interview Day Facilitation, including:
 - Panel interviews with City leadership
 - Community forum or meet-and-greet (optional)
 - Department head or staff meetups
- Support to Commissioners in evaluating each candidate using provided rating tools.

Deliverables:

- Customized interview questions and scoring rubrics
- Finalist interview briefing packets
- Community engagement facilitation
- Facilitation and post-interview debrief

KEY PROJECT PERSONNEL:

William Keegan, Senior Project Manager/Project Lead

With over forty years of experience in municipal government, Bill is a Master of Strategic Planning and has the leadership and management experience to tackle any issue in any community. Bill understands that nothing in government is ever done alone, and that success is best when it is shared. That mindset allows him to develop thoughtful relationships with community members and stakeholders that are built on trust, transparency and communication. His eye for long term planning makes him especially adept at executing financially complex projects. He is skilled in areas of Municipal Finance, Economic Development, HR and Labor Relations, Communications, Organizational Development and in developing Regional Cooperation and initiatives. His greatest strengths are in community collaboration where he appreciates challenges and enjoys solving problems. He has successfully transformed several municipal organizations by improving performance, efficiency, and financial accountability.

Michael Gallagher, Senior Project Manager

Mike's dedication to public service drives his focus on continuity, long-term planning, and streamlining practices. His diverse experience as an appointed and elected official and IT manager allows him to view opportunities and risks from multiple perspectives. He leads innovation in services and procedures, exemplified by his role as Town Manager in North Attleboro, where he revamped the capital improvement process and streamlined online services. Mike holds a Bachelor of Science in Business Administration, an Associate Degree in Electronic Data Processing, and certifications as a Massachusetts Certified Public Procurement Officer and in National Incident Management Systems. His skills enable him to improve efficiency and realign resources effectively.

Robert Fennessy, Senior Project Manager

An accomplished attorney, town administrator, law enforcement official, and former select board member, Bob's experience and passion for public service drives his adeptness to coordinate and multi-task. His extensive experience in municipal government, administration, procurement and law, combined with his passion for public service, makes him an invaluable addition to Capital Strategic Solutions. His ability to manage complex and sensitive situations with trust, transparency, and care aligns perfectly with our mission. Bob joins us from his most recent position as the Town Administrator for the Town of Carver, Massachusetts. Bob also served earlier as Town Administrator for Kingston, and Boylston. He has been practicing Law for more than 20 years, with concentrations in Municipal Law, Personnel & Labor Law, and Employment Law, earning his Juris Doctorate degree from the University of Massachusetts Law School.



Nichol Figueiredo, Chief Executive Officer | Partner

Nichol brings a wealth of expertise in public engagement and a dynamic approach to supporting municipalities through complex projects. Known for her commitment to community impact, Nichol has spearheaded efforts to deliver strategic solutions that empower communities, drive sustainable growth, and amplify marginalized voices. Under her leadership, Capital Strategic Solutions has expanded its footprint, gaining recognition for its creative and effective approach to problem-solving. Nichol's commitment to excellence and her innovative approach have earned her a reputation as a leader dedicated to fostering positive change through collaboration, impactful solutions, and an unwavering focus on community needs.

Jennifer Thompson, Chief Development Officer/Partner

With over twenty-four years' experience in the public sector, Jennifer understands first-hand the challenges faced by municipal employees, especially in terms of appropriately disseminating information and communicating effectively with residents and businesses. Jennifer has worked not only as a Town Manager and Human Resources Director, but also as a Chief Financial Officer and Assistant Emergency Director in large and small municipalities and in state government. With her unique experience in municipal finance, procurement, administration, emergency management and human resources, she can assist public and private clients in a holistic and inclusive manner. Jennifer has a strong background in economic development work, as well as having to manage public and constituent relations across diverse populations. She holds a Master Degree in Public Administration, a Bachelor's Degree in Communications, as well as many professional certifications.

PRICING:

The City of Cocoa Beach will only be billed for actual hours worked. Services provided are ***not to exceed Thirty-Eight Thousand Nine Hundred Fifty Dollars (\$38,950)*** without prior approval and the City will be invoiced monthly for work completed. Pricing does not include advertising costs which will be paid separately by the Town. The project will commence upon the signed acceptance of the proposed services as described above.

Authorized by: *Jennifer Thompson*
Jennifer Thompson
Chief Development Officer
Capital Strategic Solutions, LLC.
April 16, 2025

Authorized by _____

Hi Becky,

Thank you again for contacting Baker Tilly Public Sector Executive Recruitment regarding City Manager placement services for Cocoa Beach. At Baker Tilly Advisory Group, LP, we take pride in our record of success in identifying and placing exceptional leaders across the nation. We are well-versed in navigating the complexities of executive searches, and our dedication to delivering outstanding results has earned us the trust of various organizations, big and small. More than just finding qualified candidates, our passion lies in helping organizations identify trusted leaders, and competent managers who champion your mission, vision, values, and objectives. Thus, we believe that when an organization's leadership aligns with its core principles, it paves the way for transformative growth and sustained success.

Below please find general information about our search process. The specifics of your current needs will be prioritized within the process.

Our general search process includes:

1. Complete Search Agreement (*Baker Tilly's or the organization's*).
2. Baker Tilly holds Individual meetings with client's key stakeholders.
3. Baker Tilly develops and submits draft desired candidate profile and search timeline.
4. Client approves draft brochure.
5. Baker Tilly launches nationwide marketing, recruitment, and outreach campaigns.
6. Announcement posted for ~ 30 days.
7. Baker Tilly reviews, classifies, and provides updates to all applicants.
8. Baker Tilly assigns Due Diligence (DD), Written Candidate Questionnaire (CQ), and One-Way HireVue Video interviews to most qualified applicants.
9. Baker Tilly interviews most qualified applicants following receipt of completed Due Diligence (DD), Written Candidate Questionnaire (CQ), and One-Way HireVue Video interviews.
10. Baker Tilly presents Completed DD, CQ and a link to view ~ 10 qualified applicants to client.
11. Client selects ~ 4-5 semifinalists.
12. Baker Tilly presents a Finalist Report, with suggested interview questions, interview guide, individual candidate rating sheets, and schedules in person or virtual interviews.
13. Baker Tilly provides technical assistance, consultation, and support to hiring authorities during the final candidate selection process, including a management and leadership assessment, if desired.
14. Baker Tilly secures authorization to conduct background and reference checks including academic and professional credentials certification, media and online presence scan and report.
15. If requested, Baker Tilly serves as a conduit to secure an employment agreement, including a start date.
16. Baker Tilly notifies all candidates of status and closes project.

Typical Search Duration: 90-120 days (*kick-off to offer acceptance – this is sometimes extended per the client's scheduling needs*)

Typical Professional Fee range: Starts at \$29,500

Guarantee: 12 months (*see details below*)

The above is the general framework of our process. However, based on your desired need or circumstance, we can customize our process to meet your need. It would be an honor for us to work collaboratively with your organization, and we are eager to contribute our expertise to help your key decision makers identify visionary leaders who can make an immediate and significant impact.

We define success as smooth, seamless, effective, and responsive executive recruitment that culminates with the hiring of highly qualified public sector executives who match the profile we developed with the approval of the appointing authorities. We further define success by identifying and presenting an acceptable number of well-qualified applicants for the decision makers to interview.

While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. Therefore, we offer the following guarantee:

We commit to presenting a qualified group of candidates who meet the qualifications in the approved recruitment brochure. If you cannot reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second group of qualified applicants to consider at half of our professional fee plus project-related expenses.

We guarantee your executive recruitment against involuntary separation for 12 months. This means that if you end the employment relationship for cause, we will repeat the executive search at half of our professional fee plus project-related expenses. Please note that candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws.

SAMPLE FEE SCHEDULES

PROFESSIONAL FEES FOR PROPOSED SERVICES

Phase I

Task 1 — Candidate profile development/advertising/marketing

Task 2 — Identify quality candidates

Phase II

Task 3 — Screening of applications and submission of recommended semi-finalists to the client

Task 4 — Reference checks, background checks and academic verifications

Phase III

Task 5 — Final process/on-site interviews with finalists

Conclusion

Assistance and technical support for total rewards (salary and benefits),

employment offer negotiation, offer and acceptance by finalist

TOTAL PROFESSIONAL FEE **\$29,500**

**ESTIMATED FEES FOR
REIMBURSABLE EXPENSES**

Service	Cost	
Advertising	\$1,700 - \$2,200	
Baker Tilly travel for onsite visits	\$1,500 per visit	Once again, thank you for contacting

and considering us. Please let me know if you have any questions or if you would like additional information. I'd be happy to have a call with you as well. If you require a formal proposal, please let me know as soon as possible as we'd need up to 10 business days (*it usually takes less time but that's the worst-case scenario*).

Best Regards,

Yolanda Howze
Director

 A black and grey
logo Description

T: +1 (312) 240 3401
205 North Michigan Avenue, 28th Flr. | Chicago, IL 60601
yolanda.howze@bakertilly.com | bakertilly.com

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Hana Juman, Finance Director

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Approve the Beach Island Resort Parking Agreement Amendment
Staff Representative: Hana Juman, Finance Director
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

This is amendment 1 to the original parking agreement between the City of Cocoa Beach and Beach Island Resort. This amendment states that there will be seven (7) parking spaces rented for twenty-four hour parking for \$7,500 annually. The spaces will be divided as follows:

4 parking spaces on 11th Street South

3 parking spaces on 12th Street South

**CITY OF COCOA BEACH
PARKING SPACE RENTAL BEACH ISLAND RESORT AGREEMENT**

AMENDMENT 1

This Amendment I is entered into this ____ day of _____, 2025, and is an amendment to the **PARKING SPACE RENTAL BEACH ISLAND RESORT AGREEMENT** ("Agreement") by and between the **CITY OF COCOA BEACH, FLORIDA**, a Florida municipal corporation, ("City") and **BEACH ISLAND RESORT LESSEES ASSOCIATION, INC.**, a Florida corporation, ("Renter"). Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Agreement and the terms of this Amendment I, the terms of this Amendment I shall control.

WITNESSETH:

WHEREAS, the City regulates and operates the Ocean Front Street ends as part of the City's Parking Program; and

WHEREAS, the City has an established fee schedule for daily parking rates for those parking spaces which generate revenue for the City; and

WHEREAS, the Renter has requested to rent seven (7) of the Ocean Front Street end parking spaces for twenty-four hour parking for use only in conjunction with the operation of the Beach Island Resort property; and

WHEREAS, the City is amenable to the rental of these spaces at a mutually agreeable rate; and

WHEREAS, the purpose of this Amendment is to set forth the terms and conditions for the rental of certain parking spaces to Renter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration passing between the parties hereto, receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and incorporated herein by reference.

2. **Granted Location.** Upon the payment by the Renter of the Fees set forth in paragraph 4 hereinafter, the Renter is granted the right and privilege to utilize four (4) parking spaces on 11th street south parking area and three (3) parking spaces on 12th street south parking area as designated by the City and as depicted on the attached Exhibit "A", for twenty-four hours per day as visitor parking only.

3. **Duration of Agreement.** This Agreement shall become effective at the later of the execution by all parties and the date the Renter pays the applicable Fees set forth in

**CITY OF COCOA BEACH
PARKING SPACE RENTAL BEACH ISLAND RESORT AGREEMENT**

paragraph 4 hereinafter, and shall continue in force (so long as the annual fee payments are made) for a period of three (3) years plus the number of days from the effective date until October 1, 2025. Any extensions of this Agreement beyond such three (3) year plus term shall be at the discretion of the City with the approval of the City Manager or designee. Future extensions of this Agreement shall be for periods not to exceed three (3) years each.

The provisions of this Agreement shall be administered by the City Manager or his/her designee.

No later than the Effective Date of this Agreement, the Renter shall deliver to the City the policies of insurance, coverages and notices required under Paragraph 5 of the Agreement. Should the Renter fail to comply with the insurance requirements, it shall acquire no right, privilege, or authority under the Agreement or Amendment I whatsoever.

4. Fees Paid by the Renter. The Renter shall pay the City an annual rate of \$7,500 with annual CPI based increases per year (with CPI increases beginning October 1, 2026) for the use of the seven (7) parking spaces reserved for the Renter described in section 2 above. Payment for the partial first year (up to October 1, 2025), shall be equitably prorated and made upon execution of this Amendment I. Thereafter, beginning on October 1, 2025, payment shall be in advance in full each year on or before October 1. The CPI rate used will be the annual rate released by the Federal Bureau of Labor Statistics that is calculated on a 12-month annual basis. The Agreement and this Amendment I are non-transferable and not assignable and will not run with the land if the property associated with the Agreement (Beach Island Resort) is sold or the use of such property is changed.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

**CITY OF COCOA BEACH,
FLORIDA**

Attest:

By:

Karin Grooms
City Clerk
City of Cocoa Beach

Date:

By:

Wayne Carragino
City Manager
City of Cocoa Beach

Date:

**CITY OF COCOA BEACH
PARKING SPACE RENTAL BEACH ISLAND RESORT AGREEMENT**

**BEACH ISLAND RESORT
LESSEES ASSOCIATION, INC.**

By:

Signature

Printed Name

Title

Date

EXHIBIT A

11th Street - 4 Parking Spaces



12th Street – 3 Parking Spaces



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-08, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Stormwater fees and method for charging, and providing for interpretation and for an effective date.

Adoption of the rates presented in the Stormwater System Rate Review will allow SRF rate covenant requirements to be met and significantly assist in promoting financial sustainability in the Stormwater Fund and support maintenance and improved stormwater management within the City.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The Stormwater System Rate Review completed June 18, 2024 outlines a financial plan and rate schedule that allows the City to meet the expenditure requirements of the Stormwater Utility System in order to fund the anticipated operating and capital needs of the System. On July 18, 2024 the Commission approved Resolution No. 2024-15 adopting the Stormwater System Rate Review.

To comply with the rate covenant requirements of the City's loan agreement with the State Revolving Loan Fund (SRF), rates must also be sufficient to provide equal to or exceeding 1.15 times the sum of the semiannual loan payments due each fiscal year.

Adoption of the rates presented in the Stormwater System Rate Review will allow SRF rate covenant requirements to be met and significantly assist in promoting financial sustainability in the Stormwater Fund and support maintenance and improved stormwater management within the City.

The rate schedule in the Resolution is as follows:

Effective Date	Rate Per ERU
10/01/2025	\$19.66

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING STORMWATER FEES AND METHOD FOR CHARGING; AND PROVIDING FOR INTERPRETATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Stormwater Utility fees, and method for charging, are to be adopted by Resolution; and

WHEREAS, the City Commission last adopted Stormwater Utility fees by Resolution No. 2024-16; and

WHEREAS, on July 18, 2024, the City Commission approved Resolution No. 2024-15 adopting the Stormwater System Rate Review; and

WHEREAS, Resolution No. 2023-06 is hereby rescinded.

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

SECTION 1. The above recitals are true and correct and by this reference are hereby adopted by the City of Cocoa Beach.

SECTION 2. The following shall be adopted:

Stormwater Utility fee established.

Subject to the provisions of this article, there is hereby imposed on each and every developed lot or parcel of land within the City and the owners thereof a stormwater drainage utility fee. This fee is deemed reasonable and is necessary to pay for the operation, maintenance, administration and capital improvements of the existing city stormwater drainage facilities and the operation, maintenance, administration and capital improvements of such future stormwater drainage facilities as may be established within the city and to pay for the design, right-of-way acquisition and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined to be the responsibility of developed properties. All of the proceeds of this fee are deemed to be in payment for use of the city stormwater drainage system. The fee and assessment method shall be adopted by Resolution.

- (a) Monthly service charges are based on the square footage of impervious area, such that for each two thousand nine hundred (2,900) square feet of area or increments thereof the property shall be charged an additional ERU charge.
- (b) The monthly ERU fee is hereby established at ~~eleven~~ nineteen dollars and ~~64 cents~~ 66 cents (\$11.64) (\$19.66).
- (c) The monthly fee for multifamily residential properties shall be one-half (0.5) of the ERU rate times the number of individual dwellings existing on the property.
- (d) The fees imposed for commercial property shall be the ERU fee multiplied by the numerical factor obtained by dividing the total impervious area in square feet by two thousand nine hundred (2,900) feet.
- (e) The minimum fee for any commercial property shall be no less than the rate for one (1) ERU.

RESOLUTION NO. 2025 – 08

(f) Unless amended by the City Commission, rates will be adjusted on the effective dates in accordance with the rate schedule in the Stormwater System Rate Review adopted on July 18, 2024. The rate schedule is as follows:

<u>Effective Date</u>	<u>Rate per ERU</u>
<u>10/01/2025</u>	<u>\$19.66</u>

(g) Rates after Fiscal Year 2026 will be adopted by Resolution.

SECTION 3: INTERPRETATION. In interpreting the body of Section One of this Resolution, the following rules of interpretation shall be utilized:

- (1) Terms underlined are additions to existing text.
- (2) Terms ~~stricken~~ through are deletions from existing text.

SECTION 4: EFFECTIVE DATE: This resolution and rates adopted shall become in full effect on October 1, 2025.

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.

Ayes: _____ Nays: _____ Absent or Abstaining: _____

Keith Capizzi Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

CITY OF **Cocoa Beach**

Stormwater Utility Rate Study – Final Draft

July 3, 2024

DRAFT

June 18, 2024

Honorable Mayor and Members of the City Commission
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32932-2430

Subject: **Stormwater Utility Rate Study**

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. (Raftelis) has completed its study to evaluate the adequacy of the stormwater management system's (System) utility rates for the City of Cocoa Beach, Florida (City) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report, which is submitted for your consideration. The analysis encompassed a financial evaluation for the three- (3) fiscal year period of October 1, 2023 through September 30, 2026 (Forecast Period). Based on the assumptions relied upon in the development of the projected utility system revenues and expenditure needs, Raftelis has identified the need for stormwater rate adjustments shown below for mid-year 2024 and fiscal years 2025 and 2026. The existing rate for stormwater service is \$8.96 per Equivalent Residential Unit (ERU).

Summary of Proposed Rates

Description	August 1, 2024	January 1, 2025	October 1, 2025
Proposed Rate per Equivalent Residential Unit	\$11.64	\$15.13	\$19.66

The proposed utility rates for all are designed to meet several goals and objectives. The main objective of our analysis was to develop a proposed rate plan that will produce revenues sufficient to meet the projected operating and capital expenditure requirements of the System over the Forecast Period.

Other goals and objectives considered in the study include:

- The proposed rates should be sufficient to fund stormwater system operation and capital projects included in the City's five-year plan that were identified in the City's 2024 Strategic Plan addressing reductions in annual nutrient loading to the Banana River Lagoon and reducing flood events.
- The proposed rates should allow the utility to maintain a financial position that is both sustainable and consistent with performance criteria established by the City and based on utility industry standards;
- The proposed rates should comply with rate covenant requirements associated with future borrowings; and
- The proposed rates should be based on full cost recovery principles.

Honorable Mayor and Members of the City Commission
City of Cocoa Beach
May 2, 2024
Page 2

The proposed rates and charges for stormwater service are designed to meet the goals and objectives outlined above and should be sufficient to provide for the recovery of the total costs anticipated for the System.

Following this letter, we have provided a summary report, which briefly summarizes the results of our study and outlines our recommendations and conclusions.

We appreciate the opportunity to be of service to the City and would like to thank the City staff for their valuable assistance and cooperation during this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Henry L. Thomas
Vice President

Michelle Galvin
Consultant

HLT/dlc
Attachments

DRAFT

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Table 5: Summary of Additional Personnel

Table 6: Capital Improvement Program and Funding Plan

Table 7: Summary of Existing Debt Service Payments

Table 8: Projection of Ending Cash Balances and Interest Income

Table 9: Projected Stormwater System Revenue Requirements

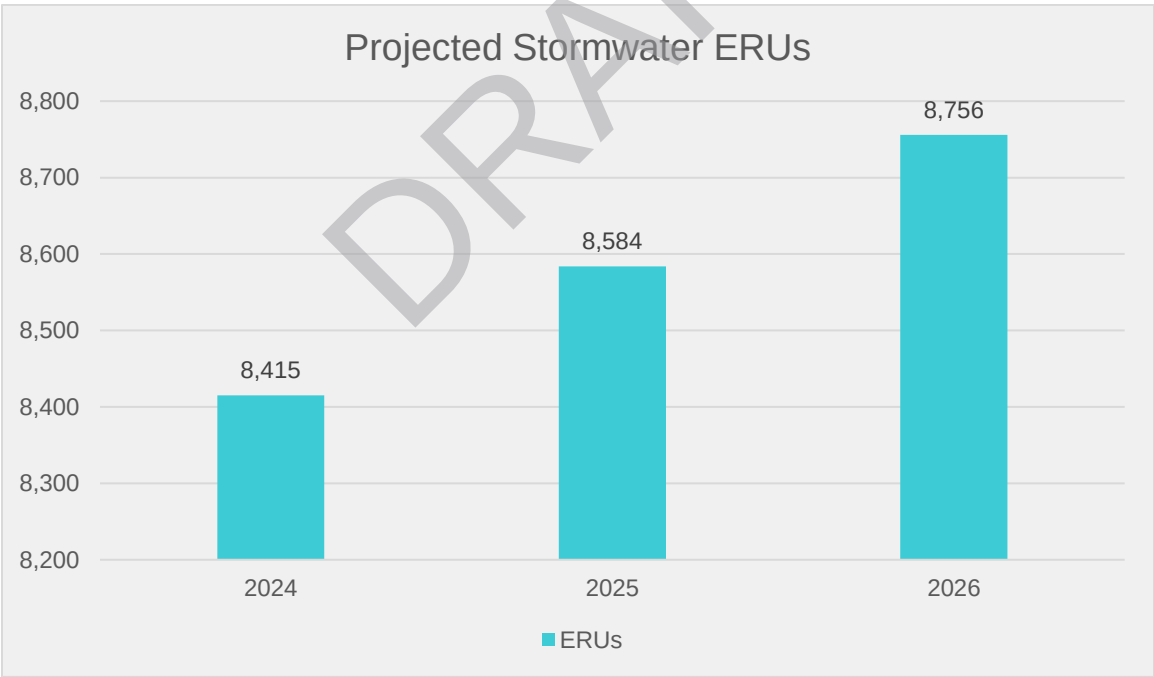
Table 10: Projection of Debt Service Coverage Compliance

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STORMWATER UTILITY SYSTEM RATE STUDY

Customers, Growth, and Revenues

The City currently provides stormwater service to approximately 9,400 customer accounts comprising approximately 8,400 Equivalent Residential Units (ERUs). One ERU is currently defined as 2,900 square feet of impervious area. An impervious surface can be generally defined as hard artificial structures that impede the entry of water into the ground thereby causing the water to run off. Common examples can include home and building foundations, paved or highly compacted driveways, parking lots, roofs, etc. The City bills for stormwater service on the monthly utility bill for \$8.96 per ERU with single family residential customers being charged as one ERU per property, multi-family residential customers being charged 0.5 ERUs per dwelling unit, and nonresidential customers being billed on an ERU basis predicated on the measured impervious area associated with each specific property. Projected revenues from rates for the stormwater system were based on the existing rate effective October 1, 2020. In order to calculate projected revenues from rates for the Forecast Period, the existing fiscal year 2024 rates were applied to the current and projected billing statistics. Based on discussions with City Staff, the growth projections included in this analysis recognize an average annual growth in ERUs of approximately two percent (2.0%), with an average of approximately 170 additional ERUs being added per year by the end of the Forecast Period, as shown in Table 1. A projection of ERUs for the Forecast Period is shown in the chart below.



Based on these assumptions, system revenues at existing rates are estimated to increase from approximately \$900,000 to \$941,000 per year over the Forecast Period. The System also collects about \$68,000 of miscellaneous fees per year, including late fees, interest earnings, and a transfer from other funds as shown on Table 2.

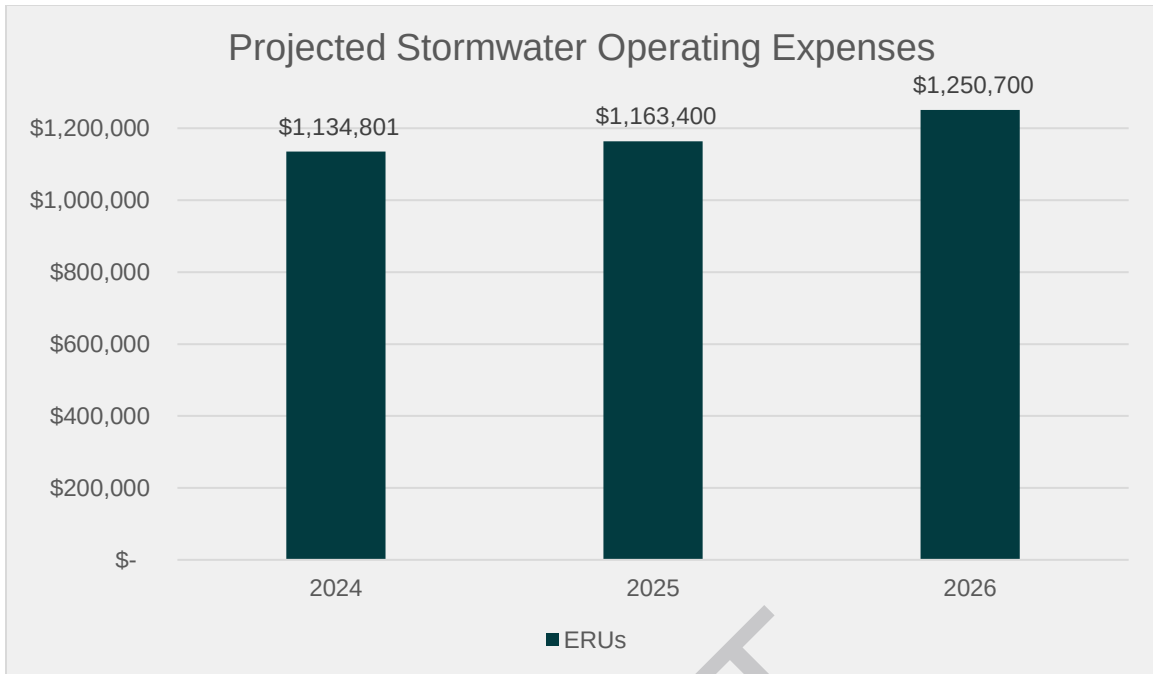
Operating and Maintenance Expenses

The fiscal year 2024 operating budget served as the basis for the operating expense projections for the remainder of the Forecast Period. Adjustments were made to the fiscal year 2024 operating budget to exclude capital expenditures, which were accounted for separately in our analysis. Professional service expenditures were reduced in fiscal year 2024 below the adopted budget to account for related capital expenditures being pushed back into later years. Operation and maintenance expenses are projected to increase by an annual average of approximately 6.5% per year from fiscal year 2024 operating budget levels and are shown in detail on Table 3. The overall increase over the Forecast Period in projected operating expenses was based upon assumptions corresponding to several escalation factors and the nature of the expense are shown on Table 4. A few of the major factors are shown below:

1. Labor – 3.5% per Year
2. Health Insurance – 5.0% per Year
3. Consumer Price Index (CPI) – 2.3% per Year
4. Maintenance – 5.0% per Year
5. Additional Personnel – One additional position is anticipated to be filled during the Forecast Period in fiscal year 2026 for an additional cost of approximately \$58,000 per year)

Additionally, two operating cost related transfers to the City's General Fund to reimburse the fund for administrative, information technology, and other costs associated with benefits the System receives as well as a payment in lieu of property taxes is projected as part of the operating and maintenance expenses. These transfers total to approximately \$209,000 in the fiscal year 2024 budget and are projected to remain consistent throughout the Forecast Period.

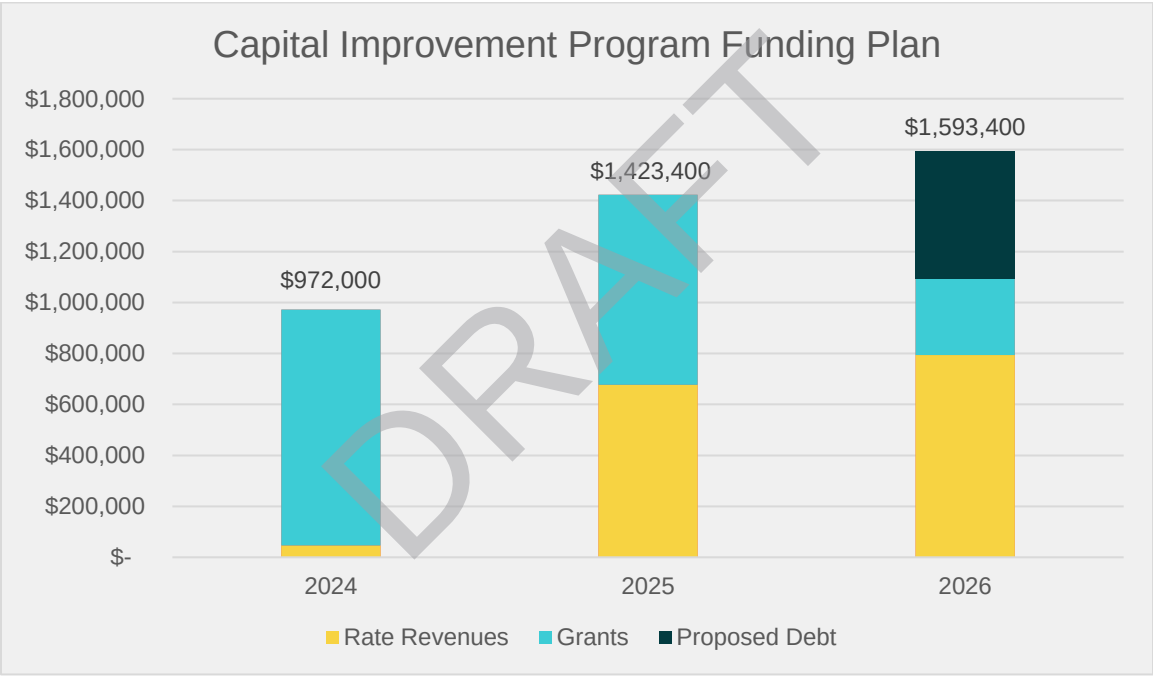
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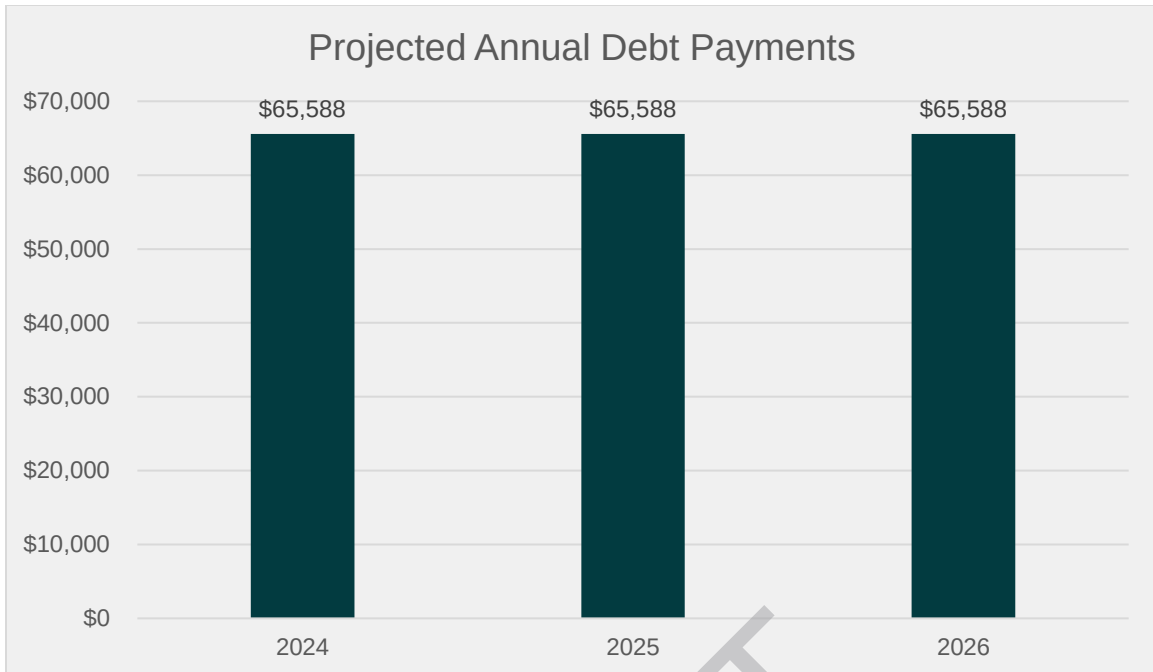
Capital Improvement Plan

The Capital Improvement Plan (CIP) utilized in this analysis was based on the fiscal years 2024 – 2028 CIP as provided by City. These projects are necessary to meet the City’s strategic goals of reducing annual nutrient loading to the Banana River Lagoon and reducing the number of flood events throughout the City as outlined in the 2024 Strategic Plan. A major cost component of the CIP is the Cedar, Woodland, Brevard Ave, and 2nd St. Improvements which is anticipated to be funded through a proposed SRF loan. The majority of the \$9 million improvement is anticipated in fiscal years 2027 and 2028 and while this falls outside of the Forecast Period, the anticipated annual debt service has been considered in the proposed rates as discussed further in this report. Other capital improvements necessary to meet the City’s strategic goals include Ramp Road Park Improvements, Cocoa Isles Blvd Bam Dry Pond, and Basin A Flood Improvements. The benefits of the capital investments include improving environment and system resiliency. The financial forecast assumes that the remainder of the stormwater projects on the CIP, as shown on Table 6, will be funded through a combination of grants and rate revenues. Below are the annual funding amounts by funding source.



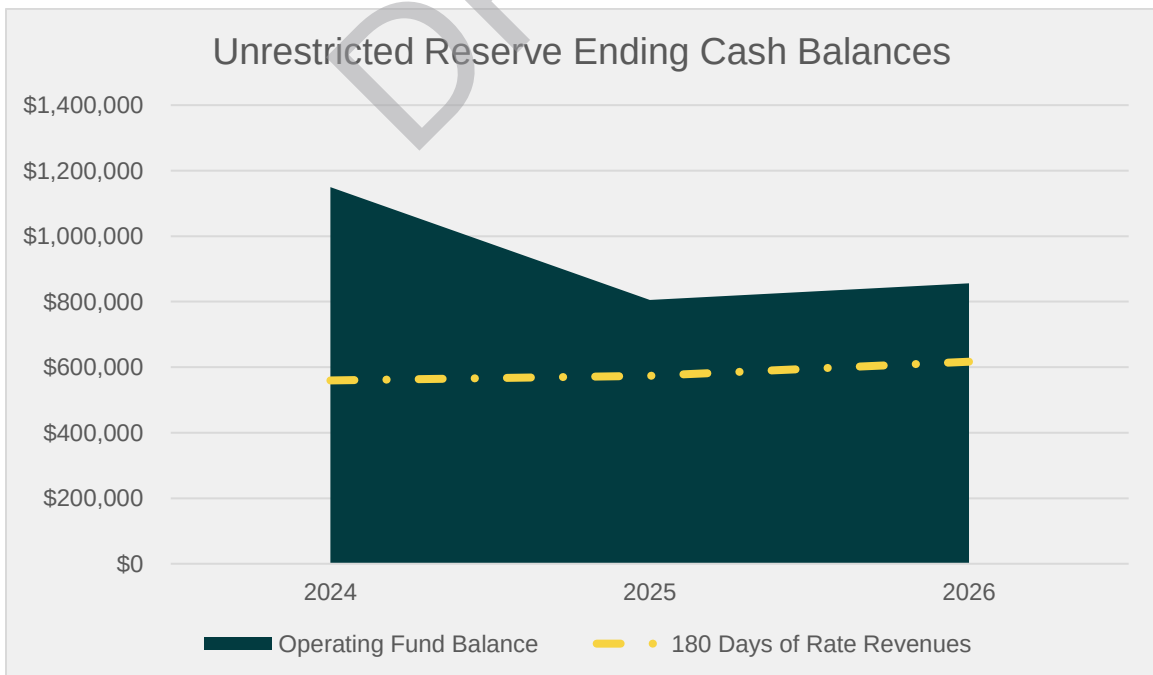
Existing and Proposed Debt

The System currently has one SRF debt outstanding, Series 2015 WW050621, with an annual debt payment of \$65,588 and anticipated payoff in FY 2037. As mentioned in the previous section, in order to fund the CIP, a proposed SRF loan was assumed based on discussion with City staff. With the full borrowing amount assumed at \$9 million, the proposed annual debt service is \$569,500 and is assumed to start is fiscal year 2029. Although this debt service falls outside of the Forecast Period, these amounts have been considered in the proposed rate adjustment plan as discussed further in this report. The annual debt service payments projected for the Forecast Period can be seen on the chart below.



Cash Balances

Based on discussions with City Staff a target minimum balance in the Stormwater Operating Fund of 180 days of rate revenue was assumed. This reserve is intended to be a resource in the event of unforeseen contingencies, storm events, and changes in planned operating and capital project costs. As can be seen in Table 8 the City is projected to meet this minimum target in all years of the Forecast Period.



Conclusions and Recommendations

Based on the projected operating expenditure needs of the stormwater system and the projected funding plan for the CIP, it is estimated that the revenues at existing rates will be insufficient to meet the projected expenditures of the System, as shown in Tables 8 and 9. The projected operating results set forth herein assume the adoption of the proposed rate adjustments. Below is a summary of the proposed rate adjustments, along with certain projected financial operating results.

Summary of Projected Rate Adjustments and Key Operating Results

Description	Fiscal Year Ending September 30,		
	2024	2025	2026
Annual Rate per Equivalent Residential Unit	\$11.64	\$15.13	\$19.66
System Revenue Surplus/(Deficiency)	(\$200,204)	(\$344,178)	\$50,912
Operating Fund (Ending Balance)	\$1,149,796	\$805,618	\$856,530
Days of Cash (Target of 180 Days of Revenue)	370	253	250
All-In Debt Service Coverage (Target 1.50)	(1.34)	6.07	13.50

This study has determined that rate adjustments are necessary not only to address the inflationary impacts on the O&M since the last rate adjustments in FY 2021, but also to provide for significant CIP fundings necessary to meet strategic goals outlined in the City's Stormwater Master Plan and maintaining adequate reserve fund balances. The City's first stormwater strategic goal is to reduce annual nutrient loading (nitrogen and phosphorous) to the Banana River Lagoon by meeting the required Basin Management Action Plan (BMAP) load reductions by 2035. The second goal is to improve and enhance flood mitigation in flood-prone areas by reducing the number of flood events that impact properties and infrastructure throughout the City. The City's Stormwater Master Plan identified projects which are used to determine the CIP and aimed to meet the strategic goals. The rate adjustments outlined in this report will help achieve the goals and prevent the deferment of projects or maintenance. The City's strategic investments will yield significant environmental improvements to the Banana River Lagoon and increase system resiliency by reducing the number of flood events.

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TABLES

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Table 10: Projection of Debt Service Coverage Compliance

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City of Cocoa Beach
2024 Stormwater Rate Study

Table 1: Summary of Stormwater Accounts & Rate and Revenues Under Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026
Accounts				
Single Family (Dwelling Units)	4,812	4,908	5,006	5,106
Multi-Family (Dwelling Units)	1,916	1,954	1,993	2,033
Commercial (ERUs)	2,480	2,530	2,581	2,633
ERUs - Existing Rate Structure				
Growth		165	169	172
Single Family	4,812	4,908	5,006	5,106
Multi-Family	958	977	997	1,017
Commercial	2,480	2,530	2,581	2,633
Total ERUs	8,250	8,415	8,584	8,756
Annual Revenue				
Single Family	\$517,400	\$527,700	\$538,200	\$549,000
Multi-Family	103,000	105,000	107,100	109,300
Commercial	266,600	272,000	277,500	283,100
Total Revenue	\$887,000	\$904,700	\$922,800	\$941,400

**City of Cocoa Beach
2024 Rate Study
Table 2: Projection of Other Operating Revenues**

Account #	Description	FY 2024 Budget	Adjustments	Adjusted FY 2024	Escalation References	FY 2025	FY 2026
441-4400							
INTERGOVERNMENTAL REVENUES							
441-4400-331.35-00	Federal Grants	\$325,000	(\$325,000)	\$0	Constant	\$0	\$0
441-4400-334.1-20	State Grants (includes SRF funding)	275,000	(275,000)	0	Constant	0	0
441-4400-337.25-00	Water Management District Federal Grants	200,000	(200,000)	0	Constant	0	0
441-4400-331.35-00	Federal Grants	602,500	(602,500)	0	Constant	0	0
Subtotal Intergovernmental Revenues		\$1,402,500	(\$1,402,500)	\$0		\$0	\$0
CHARGES FOR SERVICES							
441-4400-343.70-10	Charges	\$886,000	(\$886,000)	\$0	CPI	\$0	\$0
441-4400-343.80-10	Late Fees	8,000	0	8,000	Constant	8,000	8,000
Subtotal Charges for Services		\$894,000	(\$886,000)	\$8,000		\$8,000	\$8,000
MISCELLANEOUS REVENUES							
441-4400-361.10-00	Interest on Pooled Funds	\$50	\$0	\$50	Constant	\$100	\$100
441-4400-361.20-00	Interest on Investments	10,000	19,200	29,200	Calculated	24,600	24,200
441-4400-361.90-00	Market Unrealized Gain/Loss	0	0	0	Constant	0	0
441-4400-369.40-00	Collection Agency & Other	0	0	0	Constant	0	0
Subtotal Miscellaneous Revenues		\$10,050	\$19,200	\$29,250		\$24,700	\$24,300
OTHER RECEIPTS							
441-4400-381.10-40	Transfer from Other Fund	\$60,000	\$0	\$60,000	Constant	\$60,000	\$60,000
441-4400-384.10-00	Loan Proceeds	1,420,839	(\$1,420,839)	0	Constant	0	0
Subtotal Other Receipts		\$1,480,839	(\$1,420,839)	\$60,000		\$60,000	\$60,000
Total Revenues		\$3,787,389	(\$3,690,139)	\$97,250		\$92,700	\$92,300
Funds Forward							
441-4400-389.99-20	Appropriated Retained Earnings	\$816,392	(\$816,392)	\$0	CPI	\$0	\$0
Total Funds Forward		\$816,392	(\$816,392)	\$0		\$0	\$0
Total Sources		\$4,603,781	(\$4,506,531)	\$97,250		\$92,700	\$92,300

City of Cocoa Beach
2024 Rate Study
Table 3: Historical and Projected Operating Budget

Account #	Description	FY 2021 Actual	FY 2022 Estimated	FY 2023 Budget	Adjustments	Adjusted FY 2023	FY 2024 Budget	Adjustments	Adjusted FY 2024	Escalation References	FY 2025	FY 2026
441-4420-538	Operations											
	Personnel Services											
441-4420-538-12-12	Regular	\$173,004	\$218,509	\$286,335	\$0	\$286,335	\$336,267	\$0	\$336,267	Labor	\$348,000	\$360,200
	Additional Personnel						0	0	0		0	58,000
441-4420-538-12-15	Additional pay	0	540	0	0	0	0	0	0	Labor	0	0
441-4420-538-13-10	Part Time	0	0	0	0	0	0	0	0	Labor	0	0
441-4420-538-14-00	Overtime	0	287	1,000	0	1,000	1,000	0	1,000	Labor	1,000	1,000
441-4420-538-21-00	FICA Taxes	12,546	16,486	21,904	0	21,904	25,801	0	25,801	Labor	26,700	27,600
441-4420-538-22-10	General Employees Pension	(1)	17,665	18,682	0	18,682	31,200	0	31,200	Labor	32,300	33,400
441-4420-538-23-10	Group Hospitalization	53,502	45,997	76,596	0	76,596	82,341	0	82,341	Ins-Health	86,500	90,800
441-4420-538-23-20	Group Life	648	689	293	0	293	307	0	307	Ins-Health	300	300
441-4420-538-23-30	Dental Plan	1,399	1,236	1,590	0	1,590	1,668	0	1,668	Ins-Health	1,800	1,900
441-4420-538-24-00	Workers Compensation	2,893	4,922	5,592	0	5,592	5,592	0	5,592	Labor	5,800	6,000
441-4420-538-26-00	Fitness & Wellness	120	288	600	0	600	600	0	600	Labor	600	600
	Total Personnel Services	\$244,111	\$306,619	\$412,592	\$0	\$412,592	\$484,776	\$0	\$484,776		\$503,000	\$579,800
	Operating											
441-4420-538-31-00	Professional Services	\$98,415	\$47,326	\$197,879	\$0	\$197,879	\$750,000	(\$690,000)	\$60,000	CPI	\$61,400	\$62,800
441-4420-538-31-10	GIS Services	0	0	0	0	0	100,000	0	100,000	CPI	102,300	104,700
441-4420-538-31-99	Payroll Processing Fees	0	0	0	0	0	1,413	0	1,413	CPI	1,400	1,400
441-4420-538-34-40	Support Services	67,623	93,861	141,455	0	141,455	132,723	0	132,723	CPI	135,800	138,900
441-4420-538-34-90	IT, Operating Services	8,425	9,268	3,445	(3,445)	0	0	0	0	CPI	0	0
441-4420-538-34-95	IT, Capital Contribution	1,122	1,234	1,122	2,655	3,777	0	0	0	CPI	0	0
441-4420-538-40-00	Travel & Per Diem	0	0	2,605	0	2,605	2,605	0	2,605	CPI	2,700	2,800
441-4420-538-43-10	Electric	4,302	6,039	5,800	0	5,800	7,450	0	7,450	CPI	7,600	7,800
441-4420-538-43-20	Water/Sewer	270	264	500	0	500	1,155	0	1,155	CPI	1,200	1,200
441-4420-538-44-30	Equipment Rental/Lease	0	0	0	0	0	0	0	0	CPI	0	0
441-4420-538-46-10	Equipment Maintenance	38	0	5,000	0	5,000	1,000	0	1,000	Maintenance	1,100	1,200
441-4420-538-46-30	Fleet, Maintenance & Services	9,850	10,835	9,850	(8,260)	1,590	0	0	0	Maintenance	0	0
441-4420-538-46-35	Fleet, Capital Contribution	26,818	79,200	145,000	(31,289)	113,711	0	0	0	CPI	0	0
441-4420-538-48-00	Promotional	0	0	0	0	0	7,650	0	7,650	CPI	7,800	8,000
441-4420-538-51-00	Office Supplies	467	188	500	0	500	750	0	750	CPI	800	800
441-4420-538-52-10	Gas & Oil	0	201	4,500	0	4,500	5,250	0	5,250	CPI	5,400	5,500
441-4420-538-52-20	Uniforms	1,189	1,015	2,880	0	2,880	2,880	0	2,880	CPI	2,900	3,000
441-4420-538-52-50	Other	15,885	10,517	20,700	0	20,700	17,200	0	17,200	CPI	17,600	18,000
441-4420-538-53-30	Street Maintenance	3,303	0	1,500	0	1,500	1,500	0	1,500	Maintenance	1,600	1,700
441-4420-538-53-50	Manhole Maintenance	1,370	3,859	3,300	0	3,300	3,300	0	3,300	Maintenance	3,500	3,700
441-4420-538-54-10	Publications & Membership	1,117	600	2,000	0	2,000	1,000	0	1,000	CPI	1,000	1,000
441-4420-538-54-20	Training & Education	2,753	3,993	5,830	0	5,830	5,550	0	5,550	CPI	5,700	5,800
441-4420-581-34-95	IT Capital Allocation	0	0	0	0	0	3,777	0	3,777	CPI	3,900	4,000
	Total Operating	\$242,947	\$268,400	\$553,866	(\$40,339)	\$513,527	\$1,045,203	(\$690,000)	\$355,203		\$363,700	\$372,300
	Capital Outlay											
441-4420-538-63-20	Infrastructure	\$273,855	\$425,664	\$470,000	(\$470,000)	\$0	\$1,850,000	(\$1,850,000)	\$0	CPI	\$0	\$0
441-4420-538-64-20	Furniture & Equipment	0	0	0	0	0	47,000	(47,000)	0	CPI	0	0
	Total Capital Outlay	\$273,855	\$425,664	\$470,000	(\$470,000)	\$0	\$1,897,000	(\$1,897,000)	\$0		\$0	\$0
	Total Operations Department	\$760,913	\$1,000,683	\$1,436,458	(\$510,339)	\$926,119	\$3,426,979	(\$2,587,000)	\$839,979		\$866,700	\$952,100
441-9000-519	General Appropriations											
	Operating											
441-9000-519-34-50	Administrative Services	\$65,691	\$86,426	\$69,990	\$0	\$69,990	\$69,990	\$0	\$69,990	CPI	\$71,600	\$73,200
441-9000-519-36-30	Net Pension Expense	0	0	0	0	0	0	0	0	Labor	0	0
441-9000-519-45-05	General Liability	8,523	10,519	9,028	0	9,028	9,028	0	9,028	CPI	9,200	9,400
441-9000-519-45-10	Auto Liability	905	1,283	700	0	700	721	0	721	CPI	700	700
441-9000-519-45-15	Property	2,519	4,359	2,714	0	2,714	5,020	0	5,020	CPI	5,100	5,200
441-9000-519-45-30	Flood Insurance	0	0	1,000	0	1,000	1,000	0	1,000	CPI	1,000	1,000
	Total Operating	\$77,638	\$102,587	\$83,432	\$0	\$83,432	\$85,759	\$0	\$85,759		\$87,600	\$89,500
	Debt Service											
441-9000-519-71-00	Principal	\$157,301	\$58,742	\$59,150	(\$59,150)	\$0	\$59,561	(\$59,561)	\$0	Constant	\$0	\$0
441-9000-519-72-00	Interest	10,587	6,846	6,439	(6,439)	0	6,027	(6,027)	0	Constant	0	0
	Total Debt Service	\$167,888	\$65,588	\$65,589	(\$65,589)	\$0	\$65,588	(\$65,588)	\$0		\$0	\$0
	Transfers											
441-9000-519-91-45	Payment on Utilities Advance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Constant	\$0	\$0
441-9000-519-94-50	I/F Administrative Services	0	0	0	0	0	113,711	0	113,711	Constant	113,700	113,700
441-9000-519-91-10	To General Fund	0	0	0	0	0	95,352	0	95,352	Constant	95,400	95,400
	Total Transfers	\$0	\$0	\$0	\$0	\$0	\$209,063	\$0	\$209,063		\$209,100	\$209,100
	Total General Appropriations	\$245,526	\$168,175	\$149,021	(\$65,589)	\$83,432	\$360,410	(\$65,588)	\$294,822		\$296,700	\$298,600
	Reserves											
441-9000-590-90-10	Reserved for Future Appropriations	\$989,808	\$611,671	\$767,120	(\$767,120)	\$0	\$816,392	(\$816,392)	\$0	Constant	\$0	\$0
	Total Reserves	\$989,808	\$611,671	\$767,120	(\$767,120)	\$0	\$816,392	(\$816,392)	\$0		\$0	\$0
	Total Stormwater Budget	\$1,996,247	\$1,780,529	\$2,352,599	(\$1,343,048)	\$1,009,551	\$4,603,781	(\$3,468,980)	\$1,134,801		\$1,163,400	\$1,250,700

City of Cocoa Beach
2024 Stormwater Rate Study
Table 4: Summary of Projected Escalation Factors

Description	Reference	FY 2024	FY 2025	FY 2026
Inflation (CPI)	CPI	2.3%	2.3%	2.3%
Personal Services	Labor	3.5%	3.5%	3.5%
Health Insurance	Ins-Health	5.0%	5.0%	5.0%
Maintenance	Maintenance	5.0%	5.0%	5.0%
Constant	Constant	0.0%	0.0%	0.0%
Placeholder		0.0%	0.0%	0.0%

DRAFT

City of Cocoa Beach
2024 Rate Study
Table 5: Summary of Additional Personnel

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Maintenance Worker 1					
Additional Personnel	0	0	1	0	0
Cumulative Personnel	0	0	1	1	1
Percent 1st Year Budgeted	100%	100%	100%	100%	100%
Initial Salary Including Benefits	\$58,000	\$58,000	\$58,000	\$58,000	\$58,000
Escalation Factor		3.50%	3.50%	3.50%	3.50%
Total Cost	\$0	\$0	\$58,000	\$60,000	\$62,000
Annual Cost	\$0	\$0	\$58,000	\$60,000	\$62,000
Placeholder					
Additional Personnel	0	0	0	0	0
Cumulative Personnel	0	0	0	0	0
Percent 1st Year Budgeted	100%	100%	100%	100%	100%
Initial Salary Including Benefits	\$58,000	\$58,000	\$58,000	\$58,000	\$58,000
Escalation Factor		3.50%	3.50%	3.50%	3.50%
Total Cost	\$0	\$0	\$0	\$0	\$0
Annual Cost	\$0	\$0	\$0	\$0	\$0
Total Additional Personnel	\$0	\$0	\$58,000	\$60,000	\$62,000

City of Cocoa Beach
2024 Rate Study
Table 6: Capital Improvement Program and Funding Plan

Description	Funding Source	2024	2025	2026	2027	2028	Total
Stormwater Utility Enterprise Fund							
Cedar/Woodland/Brevard Ave./2nd St. Improvements	SRF 2026	\$0	\$0	\$500,000	\$4,250,000	\$4,250,000	\$9,000,000
Cedar/Woodland/Brevard Ave./2nd St. Improvements	Rates	0	460,000	0	0	0	460,000
Slip Lining of Existing SW Infrastructure	Grants	325,000	0	0	0	0	325,000
Ramp Road Park SW Improvements	Grants	0	746,000	300,000	0	0	1,046,000
Ramp Road Park SW Improvements	Rates	0	0	350,000	0	0	350,000
Golf Pond Aquatic Vegetation Harvesting	Grants	600,000	0	0	0	0	600,000
Basin A Flood Improvements	Rates	0	160,500	261,000	271,000	280,000	972,500
Brevard Ave S From 9th Street S to 11th Street S Stormwater Improvements	Rates	0	0	0	64,000	138,000	202,000
Indian Village Trail at A1A Improvements	Rates	0	0	0	64,000	138,000	202,000
St. Lucie Gardens Dry Pond Project	Rates	0	0	43,000	76,500	138,000	257,500
Cocoa Isles Blvd Bam Dry Pond	Rates	0	56,900	53,600	55,400	110,000	275,900
Cocoa Isles Blvd Bam Dry Pond	Grants	0	0	0	0	215,000	215,000
Bahama Blvd Bam Swale	Rates	0	0	59,000	55,500	57,500	172,000
Minor BMPs, Sales, Exfiltration	Rates	0	0	0	27,700	28,700	56,400
Structural Rehabilitation	Rates	0	0	26,800	27,700	28,700	83,200
Brightwaters Dorset Outfall System Improvement	Rates	0	0	0	0	69,500	69,500
La Riviere Road Bam Dry Pond	Rates	0	0	0	0	63,500	63,500
Aucila Road BAM Exfiltration Pipe	Rates	0	0	0	0	0	0
Boca Ciega Road Bam Exfiltration Pipe	Rates	0	0	0	0	0	0
Swale Renourishment & Construction	Rates	0	0	0	0	0	0
South Banana River Blvd Improvements	Rates	0	0	0	0	0	0
June Drive BAM Dry Pond	Rates	0	0	0	0	0	0
Crystal River BAM Dry Pond	Rates	0	0	0	0	0	0
Brevard Ave South & 4th Street South Improvements	Rates	0	0	0	0	0	0
4th ST South & Yawl/Sloop/Riverview/Corona Improvements	Rates	0	0	0	0	0	0
Basin I Flood Improvements	Rates	0	0	0	0	0	0
South Basin E Flood Improvements	Rates	0	0	0	0	0	0
Brightwaters Drive BAM Exfiltration Pipe	Rates	0	0	0	0	0	0
Manatee Lane BAM Dry Pond	Rates	0	0	0	0	0	0
Stormwater Work Boat	Rates	47,000	0	0	0	0	47,000
Vac Truck	Rates	0	0	0	425,000	0	425,000
Vulnerability Study	Rates	0	0	0	0	0	0
Total		\$972,000	\$1,423,400	\$1,593,400	\$5,316,800	\$5,516,900	\$14,822,500
Funding Sources							
Rate Revenues	Rates	\$47,000	\$677,400	\$793,400	\$1,066,800	\$1,051,900	\$3,636,500
Operating Fund	Op Fund	0	0	0	0	0	0
Grants	Grants	925,000	746,000	300,000	0	215,000	2,186,000
Existing Loans	Existing Debt	0	0	0	0	0	0
Proposed Debt SRF 2023	SRF 2023	0	0	0	0	0	0
Proposed Debt SRF 2024	SRF 2024	0	0	0	0	0	0
Proposed Debt SRF 2026	SRF 2026	0	0	500,000	4,250,000	4,250,000	9,000,000
Proposed Debt SRF 2027	SRF 2027	0	0	0	0	0	0
Proposed Debt SRF 2028	SRF 2028	0	0	0	0	0	0
Total		\$972,000	\$1,423,400	\$1,593,400	\$5,316,800	\$5,516,900	\$14,822,500

City Of Cocoa Beach

2024 Rate Study

Table 7: Summary of Existing Debt Payments

Clean Water State Revolving Loan / Stormwater Fund Series 2015 WW050621				
Date	Fiscal Year	Principal	Interest	Total
09/30/2023	FY 2023	\$59,149.58	\$6,438.44	\$65,588.02
09/30/2024	FY 2024	59,560.98	6,027.04	65,588.02
09/30/2025	FY 2025	59,975.86	5,612.16	65,588.02
09/30/2026	FY 2026	60,394.26	5,193.76	65,588.02
09/30/2027	FY 2027	60,816.22	4,771.80	65,588.02
09/30/2028	FY 2028	61,241.82	4,346.20	65,588.02
09/30/2029	FY 2029	61,671.00	3,917.02	65,588.02
09/30/2030	FY 2030	62,103.94	3,484.08	65,588.02
09/30/2031	FY 2031	62,540.52	3,047.50	65,588.02
09/30/2032	FY 2032	62,980.90	2,607.12	65,588.02
09/30/2033	FY 2033	63,425.08	2,162.94	65,588.02
09/30/2034	FY 2034	63,873.14	1,714.88	65,588.02
09/30/2035	FY 2035	64,325.02	1,263.00	65,588.02
09/30/2036	FY 2036	64,780.84	807.18	65,588.02
09/30/2037	FY 2037	65,240.63	347.38	65,588.01
Total		\$932,079.79	\$51,740.50	\$983,820.29

City Of Cocoa Beach

2024 Rate Study

Table 8: Projection of Ending Cash Balances and Interest Income

Description	FY 2024	FY 2025	FY 2026
Stormwater Reserve Fund			
Beginning Balance	\$1,350,000	\$1,149,796	\$805,618
Transfer In/(Out) from Operating	(200,204)	(344,178)	50,912
Transfer Out to Capital Improvements	0	0	0
Ending Balance	\$1,149,796	\$805,618	\$856,530
Target Ending Balance (180 Day of O&M)	\$559,628	\$573,732	\$616,784
Days of O&M Achieved	370	253	250
Interest Income Calculation			
Unrestricted Starting Balances	\$1,350,000	\$1,149,796	\$805,618
System Rate Revenues	\$949,935	\$1,469,510	\$2,068,300
Misc. Revenues (less Interest)	68,050	68,100	68,100
Operating Expenses	(1,134,801)	(1,163,400)	(1,250,700)
Debt Service	(65,588)	(65,588)	(65,588)
Other Expenses	47,000	677,400	793,400
CIP Funding	0	0	0
System Surplus/(Deficiency)	(\$135,404)	\$986,022	\$1,613,512
Ending Unrestricted Balance	\$1,214,596	\$2,135,818	\$2,419,130
Average Unrestricted Balance	\$1,282,298	\$1,642,807	\$1,612,374
Assumed Interest Rate	1.50%	1.50%	1.50%
Calculated Interest Income	\$19,200	\$24,600	\$24,200

**City Of Cocoa Beach
2024 Rate Study**

Table 9: Projected Stormwater System Revenue Requirements

Description	FY 2024	FY 2025	FY 2026
Total Operating Expenses	\$1,134,801	\$1,163,400	\$1,250,700
Debt Service			
Existing Debt			
SRF WW050621	\$65,588	\$65,588	\$65,588
Total Existing Debt	\$65,588	\$65,588	\$65,588
Proposed Debt			
Proposed Debt SRF 2026	\$0	\$0	\$0
Total Proposed Debt	\$0	\$0	\$0
Total Debt Service	\$65,588	\$65,588	\$65,588
Other Expense/Transfers			
Capital Funded by Rates	\$47,000	\$677,400	\$793,400
Total Other Expenses/Transfers	\$47,000	\$677,400	\$793,400
Total Gross Revenue Requirements	\$1,247,389	\$1,906,388	\$2,109,688
Less Revenue from Other Sources			
Miscellaneous Revenues	\$68,050	\$68,100	\$68,100
Interest Income	29,200	24,600	24,200
Total Revenue from Other Sources	\$97,250	\$92,700	\$92,300
Net Revenue Requirements	\$1,150,139	\$1,813,688	\$2,017,388
Stormwater Revenue from Existing Rates	\$904,700	\$922,800	\$941,400
Revenue from Prior Years Adjustments		276,800	649,600
Total Current Year Revenue	\$904,700	\$1,199,600	\$1,591,000
Percent Adjustment Proposed	30.0%	30.0%	30.0%
Effective Month	Aug	Jan	Oct
% of Current Year Effective	17%	75%	100%
Total Revenue from Current Year Adjustment	\$45,235	\$269,910	\$477,300
Total Stormwater Revenue from Rates	\$949,935	\$1,469,510	\$2,068,300
Total Revenue Surplus/Deficiency	(\$200,204)	(\$344,178)	\$50,912

City Of Cocoa Beach
2024 Rate Study
Table 10: Projection of Debt Service Coverage Compliance

Description	FY 2024	FY 2025	FY 2026
Operating Revenues	\$949,935	\$1,469,510	\$2,068,300
Total Miscellaneous Revenue	\$68,050	\$68,100	\$68,100
Interest Income	29,200	24,200	0
Total Gross Revenues	\$1,047,185	\$1,561,810	\$2,136,400
Total Operating Expenses	\$1,134,801	\$1,163,400	\$1,250,700
Net Revenue for Debt Service Coverage	(\$87,616)	\$398,410	\$885,700
Debt Service			
Existing Debt			
SRF WW050621	\$65,588	\$65,588	\$65,588
Total Existing Debt	\$65,588	\$65,588	\$65,588
Total Proposed Debt	\$0	\$0	\$0
Total Debt Service	\$65,588	\$65,588	\$65,588
Debt Service Coverage			
Excluding Transfers (min target = 1.15x)	(1.34)	6.07	13.50
Other Expense/Transfers			
Capital Funded by Rates	\$47,000	\$677,400	\$793,400
Placeholder 1	0	0	0
Total Other Expenditures	\$47,000	\$677,400	\$793,400
Amount Available for Other Lawful Purposes	(\$134,616)	(\$278,990)	\$92,300

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager
Brad Kalsow, Director of Water Reclamation

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Acceptance of the School Board of Brevard County Resolution 2025-01 and Approval of Amended Interlocal Agreement with Brevard County School Board – Ramp Road Park

On April 22, 2025, the Brevard County School Board approved the transfer of ownership of the stormwater pond at Ramp Road Park to the City of Cocoa Beach via Resolution 2025-01. Additionally, the School Board approved an amendment to the existing Interlocal Agreement with the City regarding Ramp Road Park, located on Freedom 7 School property. The Quit Claim Deed will be provided at a later date. Staff is requesting:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager
Brad Kalsow, Director of Water Reclamation

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

- A. Accept the School Board of Brevard County Resolution 2025-01 provided by the Brevard County School Board for Ramp Road Park located on Freedom 7 School property.
- B. Approve the Amendment to the Interlocal Agreement by and between the School Board of Brevard County and the City of Cocoa Beach, Florida relating to Ramp Road Park.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Accept

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

RESOLUTION 2025-01

**A RESOLUTION OF THE SCHOOL BOARD OF BREVARD COUNTY RELATING TO THE DISPOSAL OF LAND
LOCATED ADJACENT TO RAMP ROAD IN COCOA BEACH, FLORIDA**

WHEREAS the Board may sell, transfer, or dispose of any district real property, regardless of value, by public sale, private sale, negotiation, donation, or any other means deemed in the best interest of the District by the Board, in accordance with the minimum requirements of the State Board of Education Rules.

WHEREAS the School Board owns Tax Parcel 25-37-15-00-789, Tax Account Number 2518193 that is used for Freedom 7 Elementary School.

WHEREAS a portion of Tax Parcel 25-37-15-00-789, Tax Account Number 2518193, located adjacent to Ramp Road, west, described in Exhibit A, has been used for a public park through an Interlocal Agreement with the City of Cocoa Beach and is not required or usable for educational or ancillary purposes.

WHEREAS a portion of Tax Parcel 25-37-15-00-789, Tax Account Number 2518193, located adjacent to Ramp Road, west, described in Exhibit A, has been used for a stormwater management area that serves both the School District and the City of Cocoa Beach, but is not required or usable for educational purposes.

WHEREAS the School Board and the City of Cocoa Beach are amending the Interlocal Agreement to transfer the ownership of portions of Tax Parcel 25-37-15-00-789, Tax Account Number 2518193 to the City of Cocoa Beach for public purposes at no cost, while continuing to allow the School Board to utilize the pond for stormwater management in perpetuity relating to the use of the remainder as a school site.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Brevard County, Florida, that:

1. The School Board of Brevard County declares the parcel of land described in Exhibit A; to be unnecessary for educational or ancillary purposes.
2. The School Board of Brevard County hereby determines that it is in the best interest of the district and the public to dispose of the parcel described in Exhibit A.
3. The School Board of Brevard County intends to transfer ownership of the parcel described in Exhibit A under the terms and conditions of an Amendment to the Interlocal Agreement between the School Board and the City of Cocoa Beach.

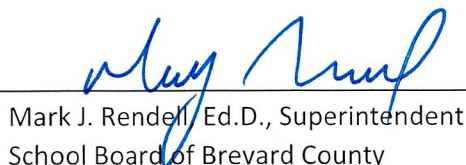
DULY ADOPTED AND APPROVED by majority vote of the School Board of Brevard County, Brevard County, Florida, at the regular School Board Meeting, held the 22 day of April, 2025.

By:



Gene Trent, Chairperson
School Board of Brevard County

Attest:



Mark J. Rendell, Ed.D., Superintendent
School Board of Brevard County

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: PERMITTED USE AREA

A portion of Section 15, Township 25 South, Range 37 East, City of Cocoa Beach, Brevard County, Florida, also being a portion of those parcels described in Official Records Book 12, Page 412 and in Official Records Book 12, Page 408, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of that Parcel described in Official Records Book 12, Page 425 of the Public Records of Brevard County, thence S 02°41'45" E, along the West line of said Parcel, a distance of 339.22 feet to the Southwest corner of said parcel and the POINT OF BEGINNING; thence along the South line of said parcel to an existing chain-link fence, N 89°29'24" E, a distance of 32.19 feet; thence following along said fence the following eight (8) courses: (1) S 44°44'18" E, a distance of 239.33 feet; (2) S 21°31'56" W, a distance of 121.08 feet; (3) S 24°28'18" E, a distance of 13.88 feet; (4) S 67°29'11" W, a distance of 13.87 feet; (5) S 21°23'09" W, a distance of 24.99 feet; (6) N 88°27'03" E, a distance of 430.28 feet; (7) S 01°24'40" E, a distance of 95.01 feet; (8) S 39°26'55" W, a distance of 28.86 feet to the South line of that Parcel described in Official Records Book 412, Page 408 of said Public Records; thence S 89°31'20" W, along said South line, a distance of 533.76 feet to the Southwest corner of said Parcel, said corner also lying on the East line of that Parcel described in Official Records Book 335, Page 44; thence N 02°41'45" W, along said East line a distance of 434.13 feet to the POINT OF BEGINNING.

Containing 2.42 Acres, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a bearing of S02°41'45"E, along the West line of Parcel described in Official Records Book 12, Page 425.
3. ○ = Denotes change in direction (no corner found or set).

SEE SHEET 2 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

SURVEYOR'S CERTIFICATION:

EXHIBIT "A" SHEET 1 OF 2

I hereby certify that the attached Property Description was prepared under my direction, in accordance with all applicable requirements of the "Standards of Practice for Land Surveys in Florida" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

Not valid without the original
signature and the raised seal
or the electronic signature and
computer generated seal of a
Florida Licensed Surveyor & Mapper.

BY: _____
DAVID J. IRWIN
Professional Surveyor & Mapper
Florida Registration No. 6672
ALLEN ENGINEERING, INC.

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

3.	
2.	
1.	
JOB NO.	220021.1
DATE:	3-19-25

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

FOURTH STREET SOUTH

POINT OF COMMENCEMENT

NORTHWEST CORNER OF PARCEL
DESCRIBED IN ORB 12, PAGE 425

ABBREVIATIONS:

ID ORB IDENTIFICATION
OFFICIAL RECORDS BOOK

LINE TABLE

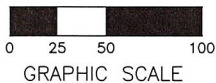
LINE #	BEARING	DISTANCE
L1	N89°29'24"E	32.19'
L2	S24°28'18"E	13.88'
L3	S67°29'11"W	13.87'
L4	S21°23'09"W	24.99'
L5	S39°26'55"W	28.86'

PARCEL ID: 25-37-15-00-778
SAINT DAVID'S BY THE SEA

POINT OF BEGINNING

SOUTHWEST CORNER OF
ORB 12, PAGE 425

PARCEL ID: 25-37-15-00-784
CITY OF COCOA BEACH



EAST LINE OF PARCEL
DESCRIBED IN ORB 335, PAGE 44

N02°41'45"W 434.13'

SUBJECT PARCEL

CONTAINING 2.42 ACRES ±

PARCEL ID: 25-37-15-00-789
SCHOOL BOARD OF BREVARD COUNTY

S44°44'18"E
239.33'

EXISTING CHAIN LINK
FENCE

121.08'
S21°31'56"W

N88°27'03"E 430.28'

EXISTING CHAIN LINK
FENCE

95.01'
S01°24'40"E

SOUTHWEST CORNER OF
ORB 412, PAGE 408

533.76'
S89°31'20"W

RAMP ROAD

PARCEL ID:
25-37-15-00-815.U-XA
HARBOR ISLE CONDOMINIUM PHASE 4

SOUTH LINE OF PARCEL DESCRIBED
IN ORB 412, PAGE 408

EXHIBIT "A"
SHEET 2 OF 2

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

SEE SHEET 1 FOR DESCRIPTION,
SURVEYOR'S CERTIFICATION & NOTES

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

3.	
2.	
1.	
DATE: 3-19-25	DRAWN BY: DPA
JOB NO. 220021.1	SCALE: 1"=100'

**AMENDMENT TO INTERLOCAL AGREEMENT BY AND BETWEEN THE SCHOOL
BOARD OF BREVARD COUNTY AND THE CITY OF COCOA BEACH, FLORIDA
RELATING TO RAMP ROAD PARK**

This AMENDMENT is entered into this _____ day of _____, 2025 by and between the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, FL 32940 (the “Board”) and the CITY OF COCOA BEACH, a Florida municipal corporation, located at 1600 Minutemen Causeway P.O. Box 322430, Cocoa Beach, FL 32932-2430 (the “City”).

W I T N E S S E T H:

WHEREAS, the Board is the owner of Freedom 7 Elementary School, which is located within the City at 400 S 4th St, and Ramp Road Park, which is located at 401 S 4th St Cocoa Beach, FL 32931 (the “Property”); and

WHEREAS, the Board and City entered into that certain Interlocal Agreement on or around April 14, 2020 for the use Ramp Road Park (the Interlocal Amendment); and

WHEREAS, the Board and the City desire to Amend the Interlocal Agreement and replace its terms and conditions with those contained herein; and

WHEREAS, the Board desires to transfer ownership of certain portions of the Property, so that the City may utilize Ramp Road Park for public recreational purposes; and

WHEREAS, in exchange for the transfer of the Property, the City shall replace and upgrade the perimeter fence between the Ramp Road Park and the Freedom 7 Elementary School and the Board shall be allowed to utilize the existing stormwater drainage pond on the Property (the “Pond”); and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation.** The foregoing recitations are true and correct, and by this reference are incorporated herein.

2. **Amendment.** The Interlocal Amendment is hereby amended and replaced by the terms contained herein.

3. **Transfer of Property.** The Board shall transfer the Property as more fully described by the legal description which is attached hereto as **Exhibit “A”**. Transfer of the Property shall be by quit claim deed. The City waives any claims against Board for any defects or other damage to the Property and accepts the Property in its ‘AS IS’ CONDITION AND SUBJECT TO ALL FAULTS, and CITY WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as expressly set forth in this Amendment, Board has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition,

suitability for any particular purpose, susceptibility to flooding, value, marketability, zoning, or with respect to use and occupancy restrictions, compliance with environmental laws and laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements affecting or relating to the Property. City acknowledges that, except as expressly set forth in this Contract, (i) City is not relying on any warranties or representations with respect to the physical condition of the Property, (ii) Board does not warrant the completeness or accuracy of any documents, reports (including, without limitation, any environmental reports), studies or other items furnished to City hereunder, and (iii) City is not relying on any materials or information provided by Board (provided, however, that Board represents that, to its actual knowledge, it has provided true, correct and complete copies of all items delivered to City), and that City has made, or will make prior to the transfer of the Property, an independent investigation of all matters relating to the Property and the ownership and operation of the Property. The terms and covenants of this Section shall survive the transfer of the Property and the delivery of the deed for the Property or any termination of this Amendment. No representation, warranty, covenant, Amendment or condition not expressed in this Amendment shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Amendment.

4. **Restrictive Covenants and Right of Reversion.** The quitclaim deed shall contain certain restrictive covenants as more fully described by the terms of this Amendment relating to the use of the Property by the City. Failure to comply with the covenants after sixty (60) days' notice and opportunity to cure given by Board to City shall be deemed a violation of this Amendment and the title and ownership of the property shall revert to the Board.

5. **Use of the Property.** The City shall use the Property for any public recreational purposes.

6. **The Pond.** The Board shall continue to utilize the stormwater drainage pond located on the Property in perpetuity including any additional impervious area that may be created by any future development of the School Board's property for school uses, subject to the available capacity in the pond and St. Johns River Water Management District and other permitting that may be applicable at the time.. The City shall solely be responsible for maintaining the Pond. Maintenance shall include cleaning trash and debris from the pond, removing any nuisance wildlife, mowing, weed control, and performing mosquito and algae control.

7. **Perimeter Fence.** The City shall install an 8' high non-climbable fence generally where the Board's property abuts the Ramp Road Park and the stormwater retention pond (see Exhibit B) concurrently with the City's construction project. Temporary fence, sufficient to maintain security of the school campus, may be used during construction. The fence shall be located on the Board's property, with the specific location to be coordinated with the Board's Facilities and Operations Departments. The Board will grant the City a temporary construction easement for the construction of the fence on the Board's property; however **the City shall maintain a secure perimeter at all times during construction.** The design and specifications for the fence shall be subject to review and approval by the Board's Facilities and Operations Departments prior to construction and a permit will be required from the Board's permitting Department.

8. **Fence Maintenance:** Following completion of the fence, the Board will assume maintenance responsibility for the fence. The City will not have access to the Board's property. .

9. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Amendment shall be in writing and shall be deemed to have been duly given in personally delivered or by depositing the same in first class mail, postage prepaid by certified mail.

CITY

City Manager
City of Cocoa Beach
1600 Minutemen Causeway
P.O. Box 322430
Cocoa Beach, FL 32932-2430

BOARD

Superintendent
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

or to such other addresses by notice in writing to any other parties.

11. **Binding Effect.** This Amendment, including the exhibits and all documents and papers delivered pursuant hereto, and any written amendments hereto executed by the parties to this Amendment constitute the entire Amendment between the parties and supersedes all prior Amendments and understandings, oral or written, among the parties to this Amendment with respect to the subject matter hereof. This Amendment may be modified only by written Amendment approved and executed with the same formalities as this Amendment by both parties.

12. **Counterparts and electronic copies.** This Amendment may be executed in several counterparts, each of which shall be deemed an original. All accurate electronic copies shall be acceptable and deemed as original.

13. **Attorney Fees.** In the event any litigation arises out of this Amendment or under this Amendment, the prevailing party shall be entitled to reasonable attorney's fees and costs, including attorney's fees for any appeal.

14. **Governing Law.** The validity, construction, and enforcement of and the remedies under this Amendment shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

15. **Savings Clause.** The validity or unenforceability of any particular provision of this Amendment shall not affect the other provisions, and this Amendment shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. **Effective Date.** This Amendment shall be effective upon its execution by both the City and the Board.

17. Indemnification. The Board and the City acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19) Florida Statutes, the City shall indemnify, defend, and hold harmless, and free from the liability, the Board, its officers, agents, or employees while acting as such from all accidents, crimes, damages, costs and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said facilities, including parking, while the facilities are open to the public, except to the extent caused by the sole negligence of the Board. Nothing herein is intended to waive the rights, privileges, and immunities or the sovereign immunity of the Board or the City except waived by Section 768.28, Florida Statutes.

18. Conflicts. In the event of a conflict between the Interlocal Amendment and this Amendment, the terms and the conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed on the date first above written.

THE SCHOOLBOARD OF BREVARD COUNTY, FLORIDA

By: Gene Trent
Gene Trent, Chair

Attested By: Mark J. Rendell
Mark J. Rendell, Ed. D, Superintendent

THE CITY OF COCOA BEACH

By: _____
The Honorable Keith Capizzi, Mayor and Chairperson- Cocoa Beach City Council

Attested By: _____
Karin Grooms- City Clerk

**EXHIBIT “A”
LEGAL DESCRIPTION**

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: PERMITTED USE AREA

A portion of Section 15, Township 25 South, Range 37 East, City of Cocoa Beach, Brevard County, Florida, also being a portion of those parcels described in Official Records Book 12, Page 412 and in Official Records Book 12, Page 408, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of that Parcel described in Official Records Book 12, Page 425 of the Public Records of Brevard County, thence S 02°41'45" E, along the West line of said Parcel, a distance of 339.22 feet to the Southwest corner of said parcel and the POINT OF BEGINNING; thence along the South line of said parcel to an existing chain-link fence, N 89°29'24" E, a distance of 32.19 feet; thence following along said fence the following eight (8) courses: (1) S 44°44'18" E, a distance of 239.33 feet; (2) S 21°31'56" W, a distance of 121.08 feet; (3) S 24°28'18" E, a distance of 13.88 feet; (4) S 67°29'11" W, a distance of 13.87 feet; (5) S 21°23'09" W, a distance of 24.99 feet; (6) N 88°27'03" E, a distance of 430.28 feet; (7) S 01°24'40" E, a distance of 95.01 feet; (8) S 39°26'55" W, a distance of 28.86 feet to the South line of that Parcel described in Official Records Book 412, Page 408 of said Public Records; thence S 89°31'20" W, along said South line, a distance of 533.76 feet to the Southwest corner of said Parcel, said corner also lying on the East line of that Parcel described in Official Records Book 335, Page 44; thence N 02°41'45" W, along said East line a distance of 434.13 feet to the POINT OF BEGINNING.

Containing 2.42 Acres, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a bearing of S02°41'45"E, along the West line of Parcel described in Official Records Book 12, Page 425.
3. ○ = Denotes change in direction (no corner found or set).

SEE SHEET 2 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

SURVEYOR'S CERTIFICATION:

EXHIBIT "A" SHEET 1 OF 2

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931
TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

Not valid without the original
signature and the raised seal
or the electronic signature and
computer generated seal of a
Florida Licensed Surveyor & Mapper.

BY: _____
DAVID J. IRWIN
Professional Surveyor & Mapper
Florida Registration No. 6672
ALLEN ENGINEERING, INC.

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

3.	
2.	
1.	
JOB NO.	220021.1
DATE:	3-19-25

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

FOURTH STREET SOUTH

POINT OF COMMENCEMENT

NORTHWEST CORNER OF PARCEL
DESCRIBED IN ORB 12, PAGE 425

ABBREVIATIONS:

ID IDENTIFICATION
ORB OFFICIAL RECORDS BOOK

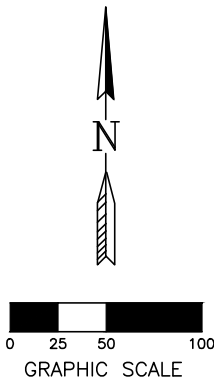
LINE TABLE

LINE #	BEARING	DISTANCE
L1	N89°29'24"E	32.19'
L2	S24°28'18"E	13.88'
L3	S67°29'11"W	13.87'
L4	S21°23'09"W	24.99'
L5	S39°26'55"W	28.86'

PARCEL ID: 25-37-15-00-778
SAINT DAVID'S BY THE SEA

POINT OF BEGINNING
SOUTHWEST CORNER OF
ORB 12, PAGE 425

PARCEL ID: 25-37-15-00-784
CITY OF COCOA BEACH



EAST LINE OF PARCEL
DESCRIBED IN ORB 335, PAGE 44

N02°41'45"W 434.13'

SUBJECT PARCEL
CONTAINING 2.42 ACRES ±

PARCEL ID: 25-37-15-00-789
SCHOOL BOARD OF BREVARD COUNTY

S44°44'18"E
239.33'

EXISTING CHAIN LINK
FENCE

121.08'
S21°31'56"W

EXISTING CHAIN LINK
FENCE

N88°27'03"E 430.28'

95.01'
S01°24'40"E

SOUTHWEST CORNER OF
ORB 412, PAGE 408

533.76'
S89°31'20"W

RAMP ROAD

PARCEL ID:
25-37-15-00-815.U-XA
HARBOR ISLE CONDOMINIUM PHASE 4

SOUTH LINE OF PARCEL DESCRIBED
IN ORB 412, PAGE 408

ALLEN
Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

EXHIBIT "A"
SHEET 2 OF 2

SEE SHEET 1 FOR DESCRIPTION,
SURVEYOR'S CERTIFICATION & NOTES

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

3.	
2.	
1.	
DATE: 3-19-25	DRAWN BY: DPA
JOB NO. 220021.1	SCALE: 1"=100'

**EXHIBIT “B”
FENCE LOCATION MAP**

Freedom 7 Elementary

400 S 4th Street South, Cocoa Beach, FL 32931

MSID # 5021
FISH # 64



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Approve the scope of services for engineering and design in the amount of \$168,756 for the Wastewater Treatment Plant Clarifier Rehabilitation Project. This is a budgeted item and the project is eligible for State Revolving Fund Loans.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Engineering and Design for Water Reclamation Facility Upgrades is budgeted in account 431-4320-535-31-00. \$500,000 is shown for various projects to be designed.

BACKGROUND:

The Wastewater Treatment Facility operates two clarifiers within the biological process of the plant. The biological nutrient removal process consists of two (2) treatment trains each with pre- anoxic, aerobic zones, post anoxic zones, and reaeration. The first aerobic zone has suspended media to promote biofilm growth for increased nitrification. Each treatment train has three (3) individual process trains.

Each process train is served by a circular clarifier. The bottom sludge draw off mechanism was replaced in 2000 with a spiral blade scraper unit. The clarifier drives were replaced during the process conversion in 2012 and perimeter walkways and weir covers were installed. R.A.S. pumps and W.A.S. pumps draw sludge from the central collector. The return and waste activated sludge pumps are new and have variable speed controls.

Along with the clarifier drives, the central collector mechanisms were epoxy coated to prolong the life span. This proposed project is looking to replace the central collector mechanism and upgrade to stainless steel. This project will also consist of weir and launder replacement, and fortifying the weir covers.

The clarifiers operate 24/7 and are crucial to the biological process to separate the settleable solids from the water prior to filtration.

This is a much need project for the Wastewater Facility and the project was included in the 2025 Facility Plan making it eligible for SRF Loan reimbursement.



April 14, 2025

Brad Kalsow
Director
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32931

Email: bkalsow@cityofcocoabeach.com

Subject: Cocoa Beach WRF Clarifier Rehabilitation Scope and Fee

Dear Brad,

We are pleased to offer the enclosed scope of services and fee estimate for the above referenced project. This project involves the rehabilitation of Clarifier #1 and Clarifier #2 at the City's Water Reclamation Facility (WRF). The project is anticipated to be funded by a SRF loan as part of the Facility Plan (PLAN) improvements described in the PLAN. This proposal includes design, permitting, funding and bidding assistance for the project as further described herein.

The proposed rehabilitation project includes:

- Complete replacement of the clarifier drive units.
- Complete replacement of the clarifier mechanisms.
- Complete replacement of weir cover angle brackets.
- Replacement of effluent weirs and launders.
- Replacement of the walkways and access bridges.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read "Brad Blais".

Brad Blais, PE
Client Manager

A handwritten signature in blue ink, appearing to read "Tanner Rachal".

Tanner Rachal, PE
Project Engineer

BTB/TR;bf

**CITY OF COCOA BEACH
SCOPE OF SERVICES
FOR
COCOA BEACH WRF CLARIFIER REHABILITATION**

The Task Order is in conformance with the Agreement for Continuing Engineering Services RFQ CB20-005 dated December 3, 2020, between the City of Cocoa Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

Design, permitting, funding and bidding assistance services for rehabilitation and equipment replacement of Clarifier #1 and Clarifier #2 at the City's Water Reclamation Facility (WRF). The proposed rehabilitation project includes:

- Complete replacement of the clarifier drive units.
- Complete replacement of the clarifier mechanisms.
- Complete replacement of weir cover angle brackets.
- Replacement of effluent weirs and launders.
- Replacement of the walkways and access bridges.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated six (6) month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

PHASE 2 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 3 – BIDDING ASSISTANCE SERVICES

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Bidding and Contract Documents

MEAD & HUNT will provide limited information for the OWNER's use in assembling the bidding and contract documents, including:

- Brief scope of construction work
- Suggested construction contract duration
- Schedule of unit work items
- Measurement and payment information corresponding to schedule of unit work items

MEAD & HUNT will also provide the final technical specifications and Construction Drawings (denoted as bid set). The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend a pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review up to three (3) bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 4 – FUNDING ASSISTANCE

MEAD & HUNT will provide funding assistance to the OWNER to develop the most cost-effective funding for the project. Assistance will consist of searching for funding for which the project is eligible, developing a schedule for applying for funding, applying for the funding, and providing compliance assistance for the funding selected. This assistance includes:

Funding Request to the Cognizant Agency

A request for inclusion or similar document may be required to evaluate the project. MEAD & HUNT shall prepare this document. Submittal of this document does not guarantee funding.

Funding Application Package

MEAD & HUNT will complete a funding application package. The application package generally consists of an application form and a series of attachments. The completed application package will be submitted to the funding agency.

Submission of the completed application does not always guarantee approval. It may be based on timely submittal and availability of the agency's funds.

Authority to Award Documents

MEAD & HUNT will contact the Project Manager, Engineer, and the OWNER to obtain the following documents and organize all information together to provide to funding agencies:

- a copy of any addenda not previously provided to agencies,
- a copy of the affidavit of publication,
- the signed and sealed bid tabulation,
- the selected bidder's proposal,
- Engineer's letter recommending award,
- the Wage Determination within the project's specifications,
- the contractor's signed Appendix A from the FDEP Supplementary Conditions in the specifications and a copy of the bid bond or security.

MEAD & HUNT will use SAM.gov (System for Award Management) to search for the contractor's registration and if there are exclusion records. MEAD & HUNT will fill-out the FDEP's Certification the Contractor is Not Debarred form and will provide the information obtained from SAM.gov with the Certification to the OWNER for review and signature.

MEAD & HUNT will review the contractor's proposal for a list of M/WBE subcontractors. If a list is provided within the contractor's proposal MEAD & HUNT will cross-reference SAM.gov for subcontractor's registration and exclusion records. However, if a list is not provided, MEAD & HUNT will request the list from the contractor.

MEAD & HUNT will request from the contractor the recorded efforts to contact M/WBE subcontractors to subcontract portions of the job. Upon receipt of the contractor's documentation of M/WBE solicitation, MEAD & HUNT will fill-out the Certification of Affirmative Steps for M/WBE participation and provide it to the OWNER for review and signature.

Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding

The funding agencies generally require a copy of the Notice to Proceed (NTP) issued to the Contractor authorizing the start date of construction.

MEAD & HUNT will request the NTP from the OWNER and provide to the agencies. MEAD & HUNT will request a copy of the conformed construction contract and provide to the agency upon receipt. Using the conformed construction contract, MEAD & HUNT will use the copy of the contractor's payment and performance bonds contained in the contract to fill-out the Certification of Contractor's Insurance and Bonding form and provide to the OWNER for signature.

Once MEAD & HUNT has received the signed form from the OWNER, MEAD & HUNT will provide that document to the funding agency for approval.

Grant or Loan Administration

MEAD & HUNT will process reimbursement requests on the OWNER's behalf. Record-keeping and files must be kept in accordance with the funding agency requirements. MEAD & HUNT will prepare a 'Master' file for each project and provide a template to the OWNER. The OWNER will be responsible for keeping a copy of all files in accordance with the 'Master' template.

EXCLUSIONS

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

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>180 days</i>	<i>Receipt of notice to proceed</i>
<i>Kick-off Coordination</i>	<i>30 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Task 2 – 100% Design</i>	<i>60 days</i>	<i>60% review meeting</i>
<i>Phase 3 – Bidding Assistance Services</i>	<i>30 days</i>	<i>OWNER approval of 100% deliverable</i>
<i>Phase 4 – Funding Assistance</i>	<i>180 days</i>	

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$168,756**.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$14,580	Lump Sum
Phase 2 – Project Design		
Task 1 – 60% Design	\$72,376	Lump Sum
Task 2 – 100% Design	\$50,384	Lump Sum
Phase 3 – Bidding Assistance Services	\$17,056	Lump Sum
Phase 4 – Funding Assistance	\$14,360	Lump Sum
TOTAL	\$168,756	

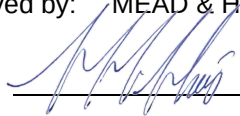
AUTHORIZATION:

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

Accepted by: CITY OF COCOA BEACH

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad Blais, P.E.

Title: _____

Title: Vice President

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

Date: _____

Date: April 14, 2025

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

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA BEACH, 1600 MINUTEMEN CAUSEWAY, COCOA BEACH, FL 32931, CITY CLERK, KAREN GROOMS, MMC, cityclerk@cityofcocoa.beach.com, (321) 868-3286.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /
Becky Vose, City Attorney

MEETING DATE

May 1, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-09, A Resolution OF THE CITY COMMISSION OF the City of Cocoa Beach, Florida, enacting a moratorium on the enforcement of the city sign ordinance relating to non-commercial signs for the sixty days before any election in Brevard County, florida, and ending three days after such election; providing limitations; AND PROVIDING AN EFFECTIVE DATE --ADDED 4/30/2025

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

WHEREAS, the City Commission of the City of Cocoa Beach finds that it would be in the best interest of the citizens of the City of Cocoa Beach to declare a moratorium as to the enforcement of non-commercial signs for the periods of time beginning sixty (60) days before any election in Brevard County, Florida and ending three (3) days after any such election, but providing for exceptions; and

WHEREAS, it is the intention of the City Commission to consider revisions to its sign ordinance in the near future and finds that this moratorium is appropriate until such newly revised sign ordinance is finally adopted.

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

SECTION 1. That the above "Whereas" clauses are true and correct and are incorporated herein by reference.

SECTION 2. That the City Commission of the City of Cocoa Beach hereby declares a moratorium on the enforcement of the City's sign ordinance provisions only as to non-commercial signs for the periods of time beginning sixty (60) days before any election in Brevard County, Florida and ending three (3) days after any such election; provided, however, violations of the city sign code will continue to be enforced to prevent: i) signs placed in the public right of way, on any public property, or on any utility pole, ii) signs obstructing the visibility triangle as described in Sec. 3-07 of the City Code; and iii) signs exceeding 32 square feet in commercially zoned property and 6 square feet in residentially zoned property.

SECTION 3. That the City Manager, or designee, shall take all actions to implement this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

Adopted this 1st day of May, 2025.

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ENACTING A MORATORIUM ON THE ENFORCEMENT OF THE CITY SIGN ORDINANCE RELATING TO NON-COMMERCIAL SIGNS FOR THE SIXTY DAYS BEFORE ANY ELECTION IN BREVARD COUNTY, FLORIDA, AND ENDING THREE DAYS AFTER SUCH ELECTION; PROVIDING LIMITATIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach finds that it would be in the best interest of the citizens of the City of Cocoa Beach to declare a moratorium as to the enforcement of non-commercial signs for the periods of time beginning sixty (60) days before any election in Brevard County, Florida and ending three (3) days after any such election, but providing for exceptions; and

WHEREAS, it is the intention of the City Commission to consider revisions to its sign ordinance in the near future and finds that this moratorium is appropriate until such newly revised sign ordinance is finally adopted.

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

SECTION 1. That the above "Whereas" clauses are true and correct and are incorporated herein by reference.

SECTION 2. That the City Commission of the City of Cocoa Beach hereby declares a moratorium on the enforcement of the City's sign ordinance provisions only as to non-commercial signs for the periods of time beginning sixty (60) days before any election in Brevard County, Florida and ending three (3) days after any such election; provided, however, violations of the city sign code will continue to be enforced to prevent: i) signs placed in the public right of way, on any public property, or on any utility pole, ii) signs obstructing the visibility triangle as described in Sec. 3-07 of the City Code; and iii) signs exceeding 32 square feet in commercially zoned property and 6 square feet in residentially zoned property.

SECTION 3. That the City Manager, or designee, shall take all actions to implement this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

Adopted this 1st day of May, 2025.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms
City Clerk, CMC, MPA