Meeting Agenda
Thursday, June 5, 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 Greg LeSieur, Pastor, Christ Lutheran Church

   3. Roll Call

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

C. SPECIAL PRESENTATIONS

   1. City of Cocoa Beach 100th Birthday Proclamation

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 May 15th, 2025 and the May 20th, 2025 Commission Meeting Minutes
   Staff Representative: City Clerk Department
   Recommendation: Approve

2. Approve the Memorandum Of Understanding (MOU) between the School Board of Brevard County and the City of Cocoa Beach for School Resource Officer (SRO) services. This one-year MOU aligns with the MOU between the School Board of Brevard County and the Brevard County Sherriff's Office for the 2025-26 school year. For the 2025-26 school year, the School Board of Brevard County will reimburse the City $74,000 per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs, for up to the assigned two (2) SRO(s), and for a total not to exceed $149,000.00. This is a budgeted item.
   Representatives: Wes Mullins, Police Chief
   Recommendation: Approve

3. Approve the amended Acting City Manager agreement to include section 6, indemnification.
   Staff Representative: Becky Vose, City Attorney
   Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Accept the Quit Claim Deed provided by the School Board of Brevard County for Ramp Road Park and the Pond located on Freedom 7 School property.
   Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
   Recommendation: Accept

2. Discuss and approve the salary range for the City Manager search conducted by Colin Baenziger Associates. - ADDED 6/04/2025
   Staff Representative: Becky Vose, City Attorney
   Recommendation: Discuss and Approve

K. NEW BUSINESS

1. Ramp Road Park FPL Agreement and Easement

   A. Accept the agreement between the City of Cocoa Beach and Florida Power & Light Company (FPL) to install and maintain new fixtures, poles and hand holes at the Ramp Road Parking Lot. The one-time Contribution in Aid of Construction (CIAC) is $12,277.35. The estimated increase to the monthly bill will be ~~$583.84~~ $293.19, which includes the price of the lights, poles, energy, maintenance, hand holes, wire, and conduit. This is a budgeted item.
   B. Approve the FPL Lighting Easement, which will give FPL access to install and maintain the lighting plan for the Ramp Road Parking Lot.

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

2. Approve the replacement Rooftop Unit (RTU) HVAC system for the Police Department in the amount of $64,350. This is an emergency purchase and the unit has a 14-16 week lead time. This is not a budgeted item in FY25.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director, Wes Mullins, Chief of Police
Recommendation: Approve

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: City Manager / AJ Hutson, City Manager

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION
City of Cocoa Beach 100th Birthday Proclamation

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Proclamation

WHEREAS, *the incorporation of the Town of Cocoa Beach occurred on June 5, 1925; and*

WHEREAS, *the Town of Cocoa Beach became incorporated into a City in 1957: and*

WHEREAS, *the prosperity and development that the City has enjoyed is a direct reflection of the leadership shown by its elected officials over the past 100 years; and*

WHEREAS, *the City Commission truly believes that the strength of a community rests with its citizenry and wishes to acknowledge the efforts of all who have worked to make Cocoa Beach the city it is today; and*

WHEREAS, *it is fitting and appropriate that the City of Cocoa Beach and all of its citizens join in the commemoration of the City Cocoa Beach's birthday;*

NOW, THEREFORE, *The City Commission of the City of Cocoa Beach, Florida does hereby proclaim June 5, 2025 as the date to celebrate*

COCOA BEACH'S lOOth ANNIVERSARY

PASSED AND DULY ADOPTED in regular session this 5th day of June 2025.

.

_____ _____

Keith Capizzi
Mayor

Karin Grooms
City Clerk

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
May 15, 2025

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance

2. Invocation by Keith Capizzi, Club Zion

3. Roll Call

Commission Members Present:
Mayor Keith Capizzi
Vice-Mayor Skip Williams
Commissioner Joshua Jackson
Commissioner Tim Tumulty
Commissioner Jeremy Hutcherson

Administrative Members Present:
City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Fire Chief Justin Grimes
Deputy Fire Chief, Steve Lea
Development Services Director Dave Dickey
Deputy Development Services Director Brian Palmer
Planner, Cory Hall
Deputy Finance Director Devan Taly
Finance Director Hana Juman
Human Resources Cindy DePina
Information Technology Director, Kevin Perez
Information Technology Tristian Takacs
Police Chief Wes Mullins
Major Thomas Cooper
Deputy Police Chief, Kris Kuehn
Project Manager Scott Maxim
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow

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

MOTION BY HUTCHERSON/TUMULTY
I MOVE TO APPROVE AGENDA WITH ITEM G2 PULLED.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Item G4 was pulled as well however, was pulled from the agenda prior to the start of the meeting.

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

Ms. Janice Scott spoke on a comment made regarding Stormwater at the previous commission meeting. She noted members of the commission and recapped the previous meeting. She spoke on the increase of fees and concerns.

Mr. Tom Smith, noted a channel markers missing. He noted didn't know who handles the channels and mentioned its not dredged. He noted the markers and the need to have dredging completed.
Mayor Capizzi also noted Sunset Grill and the area regarding dredging.

Vice-Mayor Williams noted the dredge of the 400 channel but did not move channel markers into the middle of it. He explained the channel markers being moved into the deeper water.

City Manager, Wayne Carragino noted it was a different project, he noted the dredge project.
Vice-Mayor Williams noted the water depth and the location and the issues.
Mr. Carragino, noted it would be addressed.

D. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Wayne Carragino, City Manager, discussed the FDOT speed bump and the work that is going to occur during the next couple of weeks. He also spoke on the May 20th meeting regarding the Ocean Beach Blvd property for possession.
Mr. Cory Hall, Planner, gave an update on the change to the vacation rental ordinance. He noted the increase in registrations, and noted catching up on the finalization of the rentals. Noted it was a positive move forward.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

Ms. Becky Vose noted that she has been in contact with the search firm Colin Baenziger regarding the City Manager search. She stated that the process is underway and that Mr. Baenziger will reach out to each commissioner in the coming week to schedule individual conversations.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson presented a budget plan with proposed cost-cutting measures with keeping services. He also requested input from the Commission regarding information related to the City Manager position provided to the commission at the previous meeting. The Commission briefly discussed this and agreed it should be added as a formal agenda item.

Commissioner Tumulty addressed the importance of adhering to established policies and procedures. He also acknowledged the upcoming graduation for the Class of 2025 and the annual Beach Walk event.

Vice-Mayor Williams elaborated on Commissioner Hutcherson's points and initiated a discussion on the Colin Baenziger city manager search. He asked about the anticipated pay scale, expectations, and specific qualifications for the City Manager position, and inquired when this information would be formally presented to the Commission. Ms. Vose confirmed that Mr. Baenziger will consult individually with each commissioner and then prepare a proposed salary range for Commission consideration. She also confirmed it will be brought forward as an agenda item.

Vice-Mayor Williams also mentioned the CBNN notifications regarding "Thunder on Cocoa Beach" and the associated road closures for the annual street party and boat races.

Commissioner Jackson emphasized the importance of maintaining balance and expressed agreement with his fellow commissioners.

Mayor Capizzi concluded by noting that each commissioner brings unique value to the Commission and stressed the importance of treating one another with respect.

G. CONSENT AGENDA

MOTION BY WILLIAM/ JACKSON
I MOVE TO APPROVE WITH G2 PULLED.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.
(G4 was requested to be pulled. However, it was pulled prior to the start of the meeting)

1. Approve the May 1, 2025 Commission Meeting Minutes
   Staff Representative: City Clerk Department
   Recommendation: Approve

2. Approve the property owner of 142 Minutemen Causeway to encroach its development’s brick paver walkway into FDOT right-of-way. The pavers in this area are maintained by the City of Cocoa Beach Public Works

Department through an interlocal agreement with FDOT. FDOT is requesting documentation from the City of Cocoa Beach stating they approve the addition of the pavers as a condition of FDOT Permit # 2025-L-590-00001. As a condition of approval, the City will be named as an additionally named insured on the general liability insurance policy (no less that $1,000,000) of the property owner.
Staff Representative: Brad Kalsow, Public Works & Water Reclamation Director
Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Vice-Mayor Williams inquired with a representative of the property located at 142 N. Atlantic. He referenced a photo and discussed the placement of pavers. The engineering representative explained that approximately six inches would be needed to align with the existing city-installed pavers.

Commissioner Hutcherson asked about the bench that had previously been placed at the location. It was noted that the bench had been destroyed, and he requested that it be reinstalled. Mayor Capizzi clarified that the request should be directed to the property owner.

3. Accept the following Proclamation -

   - Space Coast Day - July 24, 2025, requested by Sabra Gossett, Curator Cape Canaveral Space Force Museum.

4. **PULLED 5/15/2025 -**
   ~~Approval to award continuing services contracts to the following firms in response to RFQ CB25-004 Continuing General Contracting & Construction Services -~~

   - ~~8-KOi~~
   - ~~C&D Construction~~
   - ~~C&D Industrial Maintenance~~
   - ~~Canaveral Construction~~
   - ~~Carr & Collier Inc.~~
   - ~~Doug Wilson Construction~~
   - ~~Gregori Construction~~
   - ~~Gulf Coast Underground~~

- ~~Jobear Contracting~~
- ~~Medley Sports Construction~~
- ~~Roques Concrete & Construction~~
- ~~SanPik Inc.~~
- ~~Scorpio~~
- ~~Universal Contracting & Construction~~
- ~~W&J Construction~~
- ~~Zulu Marine~~

~~Staff Representative: Scott Maxim, Capital Projects Director~~
~~Recommendation: Approve~~

H. ITEMS REMOVED FROM THE CONSENT AGENDA

Item G2 was pulled from consent, minutes are with the item above.

I. UNFINISHED BUSINESS

1. Marina Feasibility Study

   A. Discuss Marina Feasibility Study.
   B. Requesting the Commission to provide a path forward for staff regarding next steps for the Marina.

   Staff Representative: Wayne Carragino, City Manager and Morgan Zuhlke, Stormwater Utility Manager
   Recommendation: Provide direction

MOTION BY MAYOR CAPIZZI/ JACKSON
I MOVE TO DISCUSS
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi explained the city hired a firm to do research. The firm specializes in marinas. Mr. Brock is a civil engineer for Edgewater. Mr. Brock outlined the marina project. He spoke about the vision for the Cocoa Beach Marina. Edgewater is based in the Fort Lauderdale area and focuses on everything up to right before construction. He walked through his presentation regarding the affordability, public access to water and the tourism that the marina would bring to the area.
The firm worked on all the regulatory steps when doing the feasibility study. This includes pre-application meetings with high-level agencies, including the Army Corp of Engineers, Brevard County, and the Banana River Aquatic Preserve.
Vice-Mayor Wiliams inquired about the team being in contact with St. John's Water District. It was noted that the Army Corp of Engineers oversees the organization. Edgewater pointed out that the coastline in Cocoa Beach are not natural shorelines, and are mostly man-made. FDEP (Florida Department of Environmental Protection)

identified the protection of manatees within Brevard County, and what could be a habitat and not. Edgewater also identified the hospital site as a potential marina site as well. It was noted the work that would be done but noted it was feasible along with the Country Club. The project would be completed in phases. This would allow for proof of concept, and staff training. Noted there were different programs (wetslips) that would work in each area. Mostly vessels from 40 - 60 feet. Mentioned there is a strong demand for marinas and noted the waiting list for majority of the surrounding marinas. Spoke on the cash flow positive immediately. Edgewater summarized the feasibility study as affordable, sustainable, and will bring more people to the waterfront. Noted the master plan can be phased.

Mayor Capizzi inquired from Edgewater if their company built marina's. It was confirmed that their company does everything but the construction. The mayor noted they would not make not money or have any vested interest in the marina. It was noted the study was completed. He did inquire from Brock if a mooring field was looked at. It was explained that its not favored or preferred by cities to have mooring fields. Commissioner Tumulty pointed out the feasibility to build, noted the design of the marina, and noted that Edgewater would benefit, noting there would be an opportunity for them to.
Discussion occurred regarding the design package, the gross debt service and the 5 years for profit. The mayor spoke on the marina, making money.

Vice-Mayor Williams read page 22 regarding the linear footage, and then read the disclaimer at the end of the marina feasibility study. He noted marinas he has been around. He spoke about using the hospital area as a park as well as a marina. He discussed all the work that would need to be completed to make the area work for the marina.
Mayor Capizzi would like to place the marina on the ballot for the residents to vote on it.
Edgewater noted the country club location and the only part in the area to create a marina with the manatee allowing for it. He noted a concrete block that was put into the cost for the hospital location. They also spoke on the disclaimer associated with the study, and noted it for when the marina is to sell. Noted not an appraisal-disclaimer for the marina.

Mr. Pastor Keith Capizzi noted opinions, and spoke at the marina for support but not in support at the same time. Noted being debt-free and don't believe in being in debt. He noted owning boats and gave the history of moving to Florida. He noted boaters and characterized the boaters. He spoke about the cost of using a marina and the cost as it is a moneymaker.

Mr. Leonard Beckett informed the commission he had read the plan and had 14 questions for the company. Mr. Beckett read several of his questions out of the 14 he had written down. (A copy of the questions was provided to the City Clerk's office).

Mr. Blair Wiggins spoke about the river system, and talked about marinas before becoming marina. He noted the clam restoration project and how their progress is making changes. He noted that when things get going, then someone wants to disrupt it. He also spoke about the grass growing in the river and is coming back after a bad algae bloom a few years earlier. He discussed transient traffic in the area 365 days a year. He noted how boats hurt the manatees, and explained how they are injured. He spoke on dredge spoil and without tide flow and pump out.

Mr. John Dillion noted he spoke with St. John's and mentioned the lack of not knowing. He noted the boat traffic under the bridge and mentioned the feasibility study was to sell back to the city.
It was noted that the County Club slips and there is no parking. With all the facilities, the parking lot is tight.

Vice- Mayor Williams spoke about his boat.
Mr. KP Finley talked to numbers. Noted a business plan with profits after a year.
Mr. Tom Smith mentioned increase traffic down Minutemen. He mentioned it could make money but there is no road and no access to parking. He requested to make it to the hospital. Also, noted hard time driving by Ski Island.

Ms. Dawn Clukey spoke about the potential other issues that has not been brought up. She urged the commission to think of the kids and the schools safely. She noted the potential issues that could be with transient marina.

Ms. Karalyn Woulas, noted she voted down the feasibility study. She noted being on the fence. She mentioned it could generate money. Ms. Woulas noted the environmental concerns and should look at the hospital site. Thanked the time and having the move going forward.

Ms. Samantha Senger urged the commission to reject this project.

MOTION BY WILLIAMS/TUMULTY
I MOVE TO STOP ALL PROGRESS ON THE MARINA AND TO NOT PUT IT ON THE BALLOT
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Jackson noted the firehouse is a priority. The marina will be removed from the CIP.

2. Discuss and inform members of the commission on regulatory options regarding e-bikes to improve safety.
   Staff Representative: Wes Mullins, Chief of Police
   Recommendation: Discuss

Chief Wes Mullins presented a presentation regarding e-bikes. The Chief took a moment to recognize that it was National Police Week. At the request of the Commission, Chief Mullins spoke about what was needed to regulate e-bikes. He acknowledged that e-bike sales have surged and are moving faster than legislation can keep up. The Chief presented data collected on e-bike usage and noted that some bikes reach speeds of up to 35 mph, often with riders not wearing helmets.

Chief Mullins asked the Commission how they would like to proceed with regulation and provided various areas where regulations could begin. He discussed multi-agency enforcement and outlined who officers would cite for e-bike violations, along with several challenges. He also shared examples of ordinances from other municipalities regarding e-bikes.

Ms. Vose read relevant state statutes concerning bicycles and noted that a speed cap of 15 mph could be implemented.

The Commission discussed various regulatory options and agreed on the importance of starting small and expanding. They emphasized that enforcement must occur in the public right-of-way and be based on a solid legal foundation.

Vice-Mayor Williams stated that a 15 mph speed limit is a good starting point. He participated in discussions about bike lanes and sidewalks. It was noted that if a bike lane is present, it must be used; if no bike lane is available, use of the sidewalk is permitted.

Chief Mullins provided clarification on how the state classifies e-bikes compared to regular bicycles.

Commissioner Tumulty referenced the right-of-way requirements and raised concerns about safety on roadways. He shared an incident involving a Cocoa Beach High School student who was hit while riding an e-bike. Commissioner Tumulty stated he had spoken with Principal Mr. Powers and agreed to help educate students and parents. He requested that Chief Mullins work with Ms. Vose to bring something forward at the next or following meeting for further consideration.

Mayor Capizzi expressed concern about vehicle-related dangers and agreed action is needed. He noted the primary issues appear to be on Minutemen Causeway and recommended starting with a 15 mph limit there to observe its effectiveness. He also expressed concern about children riding e-bikes on A1A. Mayor Capizzi suggested citations be issued to individuals with valid IDs. Chief Mullins stated he would work with the City Attorney on that matter.

Vice-Mayor Williams recommended including Minutemen Causeway, Brevard Avenue, and Cedar Avenue in the initial regulatory effort.

Commissioner Jackson expressed agreement with the Commission's direction. He supported the 15 mph speed limit and emphasized that speeds lower than 5 mph could make riders unstable. He also stressed the importance of education.

Chief Mullins reviewed current enforcement capabilities and described how officers are addressing the issue.

Mayor Capizzi asked Ms. Vose whether the city could mandate slowing down when passing pedestrians. Ms. Vose responded that such language does not appear in current statutes.

Vice-Mayor Williams inquired about the requirement for lights on e-bikes. It was confirmed that lights are required.

Commissioner Tumulty brought up e-bike use around the golf course and suggested protections for both riders and golfers be included in future language.

Mr. John Dillion requested Ocean Beach Blvd. be added to the list of regulated areas. He noted e-bikes passing cars and children riding toward the cape for school. He also highlighted the need for more helmet education.

Mr. Edward Black noted that this issue was raised two years ago. He shared that his dog had been hit twice by e-bikes on Minutemen Causeway.

The Commission gave consensus to move forward with e-bike regulation.

J. NEW BUSINESS

1. Approve the scope of services for engineering, design, permitting, and bidding services in the amount of $60,572.00 for the Cocoa Isle Bioretention Area Project. This is a budgeted item.
   Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
   Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

2. Approve the Water Rescue Technician Course provided by the Cocoa Beach Fire Department and offered to other outside agencies on Water Rescue techniques.
   Staff Representative: Justin Grimes, Fire Chief
   Recommendation: Approve

MOTION BY WILLIAMS/JACKSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Fire Chief Justin Grimes noted promoting safety and training with other departments.
Vice-Mayor Williams inquired that it would not interfere with normal duties of the department, and it was confirmed that there would be no interference.
Mayor Capizzi inquired if it would be cheaper for the city, and it was noted it would be a class performed annually for certification.
Commissioner Jackson noted this program would be cost-neutral. That the participants would be paying for the time of the additional teaching staff.

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

Mr. Matt Harrington spoke about being part of the Leisure Services board and requested to have leisure items be brought to the board prior to approval.

L. ADJOURNMENT

The meeting was adjourned at 9:26 pm.

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Karin Grooms, MPA CMC
City Clerk

Keith Capizzi
Mayor-Commissioner

CITY OF COCOA BEACH

SPECIAL MEETING
MINUTES
May 20, 2025

A. MEETING CALLED TO ORDER

Meeting called to order at 7:00 P.M.

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
Assistant to the City Clerk – Michael Bryan
Deputy Development Services Director - Brian Palmer
Development Services - Dave Dickey
Finance Director – Hana Juman
Deputy Finance Director - Devan Taly
Project Manager - Scott Maxim
Public Works Director - Brad Kalsow
Police Chief - Wes Mullins
Leisure Services Director - Andrea Segarra
Finance Director - Hana Juman
Systems Analyst- Tristan Takacs
Stormwater Utility Manager - Morgan Zuhlke
Fire Chief- Justin Grimes

B. NEW BUSINESS

1. Discuss City Manager retirement and paths forward

Vice Mayor Skip Williams announced that City Manager Wayne Carragino retired on May 16, 2025. Mayor Capizzi opened the floor for discussion, and Vice Mayor Williams moved to have Mr. Baenziger begin the search for a new City Manager. Both Vice Mayor Williams and Mayor Capizzi advised against hiring internally, with Mayor Capizzi stating that it could create future issues and added that, according to the city charter, Police Chief Wes Mullins is serving as the interim City Manager. Mayor Capizzi stated he was comfortable with Mr. Mullins handling both roles for now. However, Vice Mayor Williams mentioned that Mr. Mullins had expressed disinterest in the permanent role. Mr. Mullins stated he is willing to serve in whatever capacity the commission decides, emphasizing the strength of the city staff and his commitment to the team. Commissioner Jeremy Hutcherson highlighted the importance of maintaining tight budget control with the deadline approaching. Mayor Capizzi noted that Hana Juman, Finance Director, is managing her budget well and praised

the team built by Mr. Carragino, reinforcing the idea that Mr. Mullins can effectively serve as interim thanks to that strong team foundation.

Vice Mayor Williams introduced A.J. Hutson as a potential interim City Manager candidate. Ms. Janice Scott raised a point of order, requesting the commission disclose who was being discussed. Vice Mayor Williams shared notes on Mr. Hutson and noted that he is only interested in serving as interim. Commissioner Tim Tumulty suggested all nominations be presented together. Commissioner Joshua Jackson discussed the scope of a City Manager's role, mentioning Melissa Byron and the option of considering internal directors. He questioned whether appointing someone as interim could limit the pool of future applicants and proposed setting restrictions. Vice Mayor Williams reiterated that Mr. Hutson wanted only the interim role. Commissioner Hutcherson nominated Melissa Byron for the position. Mayor Capizzi expressed openness to public input and emphasized the importance of finding someone he could work with. Vice Mayor Williams favored a candidate with prior city experience, highlighting Ms. Byron's background.
Ms. Byron publicly endorsed Mr. Hutson, calling him the best choice. Mr. Hutson shared his experience with the city and shared his willingness to step in as interim until a permanent City Manager is found. Commissioner Tumulty supported Mr. Hutson, citing their history and Mr. Hutson's city involvement. Mayor Capizzi also expressed interest in Mr. Hutson. Mr. Hutson stated that if appointed, he would hold one-on-one meetings with each commissioner, the City Attorney, and department heads, and acknowledged the urgency of the upcoming budget process. Commissioner Jackson saw Ms. Byron's endorsement as significant and considered her a strong backup to keep staff stability. Commissioner Hutcherson suggested Mr. Mullins as a strong candidate, and Mayor Capizzi reiterated Ms. Byron's endorsement or Mr. Hutson.
Ms. Scott and Ms. Margaret Schneider both spoke in support of Mr. Hutson. Commissioner Hutcherson asked if Mr. Hutson had a hard time limit, to which Mr. Hutson replied he was flexible beyond four months. Mr. Baenziger stated that a 4 or 5 month timeframe is typical, with about 90 days typically needed to find candidates. Commissioner Tumulty asked whether the City Manager pay would affect Mr. Hutson's pension. Vice Mayor Williams clarified that Mr. Hutson would receive no additional benefits and must work 40 hours weekly. Ms. Becky Vose, City Attorney, confirmed with Mr. Hutson that he was okay with not receiving additional benefits.

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO DISCUSS THE CITY MANAGER RETIREMENT AND PATHS FORWARD.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

2. Appointment of Acting City Manager

MOTION BY WILLIAMS/TUMULTY
I MOVE TO APPOINT AJ HUTSON AS ACTING CITY MANAGER
VOICE VOTE ON THE MOTION CARRIED
UNANIMOUSLY

C. ADJOURNMENT

The meeting adjourned at 7:34 P.M.

X

Karin Grooms
City Clerk

X

Keith Capizzi
Mayor

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Police / Wes Mullins, Chief of Police

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION

Approve the Memorandum Of Understanding (MOU) between the School Board of Brevard County and the City of Cocoa Beach for School Resource Officer (SRO) services. This one-year MOU aligns with the MOU between the School Board of Brevard County and the Brevard County Sherriff's Office for the 2025-26 school year. For the 2025-26 school year, the School Board of Brevard County will reimburse the City $74,000 per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs, for up to the assigned two (2) SRO(s), and for a total not to exceed $149,000.00. This is a budgeted item.

Representatives: Wes Mullins, Police Chief

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Approve the MOU for SRO services by the School Board of Brevard County, with modifications noted in the Memorandum from the School Board to the City.

- All MOU dates for the 2025-26 school year have been changed.
- For the 2025-26 school year, the Board will pay $74,000 per SRO.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2025, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF COCOA BEACH, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 220 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2025, and terminate on June 30, 2026, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2026, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to two (2) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of two (2) SRO(s) for the start of the 2025-26 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Cocoa Beach Jr./Sr. High and Roosevelt Elementary.

4. **Consideration Clause FY 2025-2026:** With respect to the term commencing on July 1, 2025, and terminating on June 30, 2026, the BOARD agrees to reimburse the CITY a flat-fee of Seventy- Four Thousand Five Hundred and 00/100 Dollars ($74,500.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned two (2) SRO(s), for a total not to exceed amount of One Hundred Forty- Nine Thousand and 00/100 Dollars ($149,000.00). If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2025-2026:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2025 (covering the period beginning July 1, 2025, through September 30, 2025); November 1, 2025 (covering the period beginning October 1, 2025, through December 31, 2025); February 1, 2026

(covering the period beginning January 1, 2026, through March 31, 2026); and April 1, 2026 (covering the period beginning April 1, 2026, through June 30, 2026). *All invoices should be submitted to* ***Major Robert Cline,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and

Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

14. The BOARD and 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, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

28. Any request for training records of School Resource Officers (SROs) assigned to schools by the CITY, pursuant to Florida Statute 1006.12, shall be made directly to the CITY as the employing agency of the law enforcement officers serving as SROs. Such requests shall not be made to or processed by the School Board or any individual school within the Brevard County School District. The CITY shall be solely responsible for maintaining, processing, and responding to any requests for SRO training records in accordance with applicable laws and regulations. The School Board and its employees shall promptly redirect any requests for SRO training records to the CITY.

29. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS).**

30. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2025.

CITY OF COCOA BEACH, FLORIDA

BY_____

Dated: _____, 2025

Approved as to form:

_____

Dated: _____, 2025

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY_____
Gene Trent, Board Chair

Dated: _____, 2025

BY_____
Mark J. Rendell, Ed.D.,
Superintendent

Dated: _____, 2025

Approved as to form:

_____
Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2025

Attachments: Exhibit I
Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER
PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER
PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Beach Police Department supervision. The Cocoa Beach Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

    A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

    B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

        1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

        2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

    A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6601
Mark J. Rendell, Ed.D., Superintendent

Brevard Public Schools

May 12, 2025

MEMORANDUM

TO: Wes Mullins, Cocoa Beach Deputy Chief of Police
Wayne Carragino, Cocoa Beach City Manager

FROM: Rachad T. Wilson, Chief Operating Officer

SUBJECT: Memorandum of Understanding for School Resource Officers 2025 – 2026

Attached is the 2025-2026 Memorandum of Understanding (MOU) for School Resource Officers. This is a one-year MOU that aligns with the 2025-2026 MOU between the School Board of Brevard County and the Brevard County Sheriffs Office. The BCSO MOU was approved by the School Board at their meeting on May 28, 2024. If the attached MOU meets your approval, we would like to present it to the School Board for their approval on Tuesday, June 24, 2025.

Modifications include the following:

- All MOU dates have been changed for the 2025-2026 school year.
- For the 2025-2026 school year, the Board will pay $74,500 per SRO.
- Language regarding requests for SRO training records.

If you wish to discuss the MOU or if you have any questions, please contact me at 321-633-1000, ext. 11229, or email me at Wilson.Rachad@brevardschools.org.

After the MOU is approved by the City of Cocoa, please return two signed MOUs by June 6th to:

Mr. Rachad T. Wilson, Chief Operating Officer
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

The MOU will then be presented to the School Board for the approval/signatures, and a signed MOU will be returned to you.

Thank you for all you do to keep our students, our staff, and the rest of the community safe!

Rachad T. Wilson
Chief Operating Officer
Phone: (321)633-1000. Ext. 11229

An Equal Opportunity Employer

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Attorney / Becky Vose, City Attorney

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION
Approve the amended Acting City Manager agreement to include section 6, indemnification.
Staff Representative: Becky Vose, City Attorney
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
Adding a section to the Acting City Manager agreement.

AMENDMENT TO ACTING CITY MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT TO ACTING CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as "Amendment"), is by and between the City of Cocoa Beach, Florida, a Florida municipal corporation (hereinafter referred to as "City"), and A.J. Hutson, (hereinafter referred to as "Acting City Manager").

WITNESSETH:

WHEREAS, the City employed the Acting City Manager to fill the role of Acting City Manager under Sec. 3.02 of the City of Cocoa Beach City Charter; and

WHEREAS, the City, through its City Commission, desires to provide an indemnification for the Acting City Manager which the Acting City Manager would otherwise have if he were either a regular city employee or under an employment agreement like former city managers.

NOW, THEREFORE, in consideration of the mutual promises as set forth in the Agreement as amended by this Amendment, the parties add the following provision to the Agreement:

Section 6. Indemnification

A. Subject to the provisions of Florida Statutes, Section 768.28, the City shall defend, save harmless and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believed to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement of judgement rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity of City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the city.

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

ACTING CITY MANAGER:

_____

Date: _____

CITY OF COCOA BEACH

_____

Keith Capizzi, Mayor

Date: _____

_____

Karin Grooms, City Clerk

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Stormwater / Morgan Zuhlke, Stormwater Manager

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION
Accept the Quit Claim Deed provided by the School Board of Brevard County for Ramp Road Park and the Pond located on Freedom 7 School property.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Accept

IS THIS ITEM BUDGETED (IF APPLICABLE)?
N/A

BACKGROUND:
The City of Cocoa Beach will be improving the Ramp Road parking lot, stormwater and pond on the south and west sides of the Freedom 7 Elementary School campus. Staff is recommending that the Commission accept the deed of the property to the City of Cocoa Beach.

This proposed transaction was referenced at the January 21, 2025, School Board meeting under the information agenda item relating to the proposed Memorandum of Understanding regarding Ramp Road Park. Adopted by the School Board on April 22, 2025.

On May 1, 2025, the City Commission accepted the School Board of Brevard County's Resolution 2025-01 and approved the Amendment to the Interlocal Agreement by and between the School Board of Brevard County and the City of Cocoa Beach.

This instrument prepared by/return to:
Vose Law Firm, LLP
City Attorney for the
City of Cocoa Beach, Florida
324 W Morse Blvd
Winter Park, FL 32789

Property Appraiser's
Parcel Identification No.:

QUIT-CLAIM DEED

This Quit-Claim Deed, executed this 16th day of May, 2025, by the first party, SCHOOL BOARD OF BREVARD COUNTY, whose address is 2700 Judge Fran Jamieson Way, Melbourne, FL 32940 ("Grantor"), to the second party, CITY OF COCOA BEACH, FLORIDA, a municipal corporation of the State of Florida, whose address is P.O. Box 322430, 1600 Minutemen Causeway, Cocoa Beach, FL 32931 ("Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of $10.00, and other good and valuable consideration paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the said second party forever, all the right, title, interest, claim, and demand which the said first party has in and to the following described parcel of land, and all improvements and appurtenances thereto, in Brevard County, State of Florida:

Legal Description: (See Exhibit A attached hereto)

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging to or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

PROVIDED, HOWEVER that this conveyance is made with the following use restriction, and Grantor stipulates as follows: The Grantee shall at all times and continually use the described real property for public recreational purposes. If the Grantee shall ever cease to use the described real property for public recreational purposes, after sixty (60) days' notice and opportunity to cure, the described real property shall revert back to the Grantor.

THE REAL PROPERTY described in this instrument is not nor ever has been the constitutional homestead nor the primary physical residence of the Grantor.

In Witness Whereof, the Grantor has executed this Quit Claim Deed as of the day and year first above written.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written of their own free will.

Lena A Farnam
Witness #1 Signature

Lena A. Farnam
Witness # Printed Name

1403 Dallam Ave N.W.
Palm Bay, FL 32907
Witness #1 Address

Jennie L Bowers
Witness #2 Signature

Jennie L. Bowers
Witness #2 Printed Name

4938 Dusan Way
Rockledge, FL 32940
Witness #2 Address

Gene Trent
Chairman of the Brevard County School Board, Grantor

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 16th day of May, 2025, by Gene Trent, who is [✓] personally known to me or who [ ] has produced _____ (type of identification) as identification and has affirmed that he/she signs the instant deed of his/her own free will.

Notary Public State of Florida
Lena A Farnam
My Commission HH 485615
Expires 1/28/2028

[Notary Seal]

Lena A Farnam
Notary Public

Lena A. Farnam
Name typed, printed or stamped
My Commission Expires: 2028

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. o = Denotes change in direction (no corner found or set).

SEE SHEET 2 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

SURVEYOR'S CERTIFICATION:

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.

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.

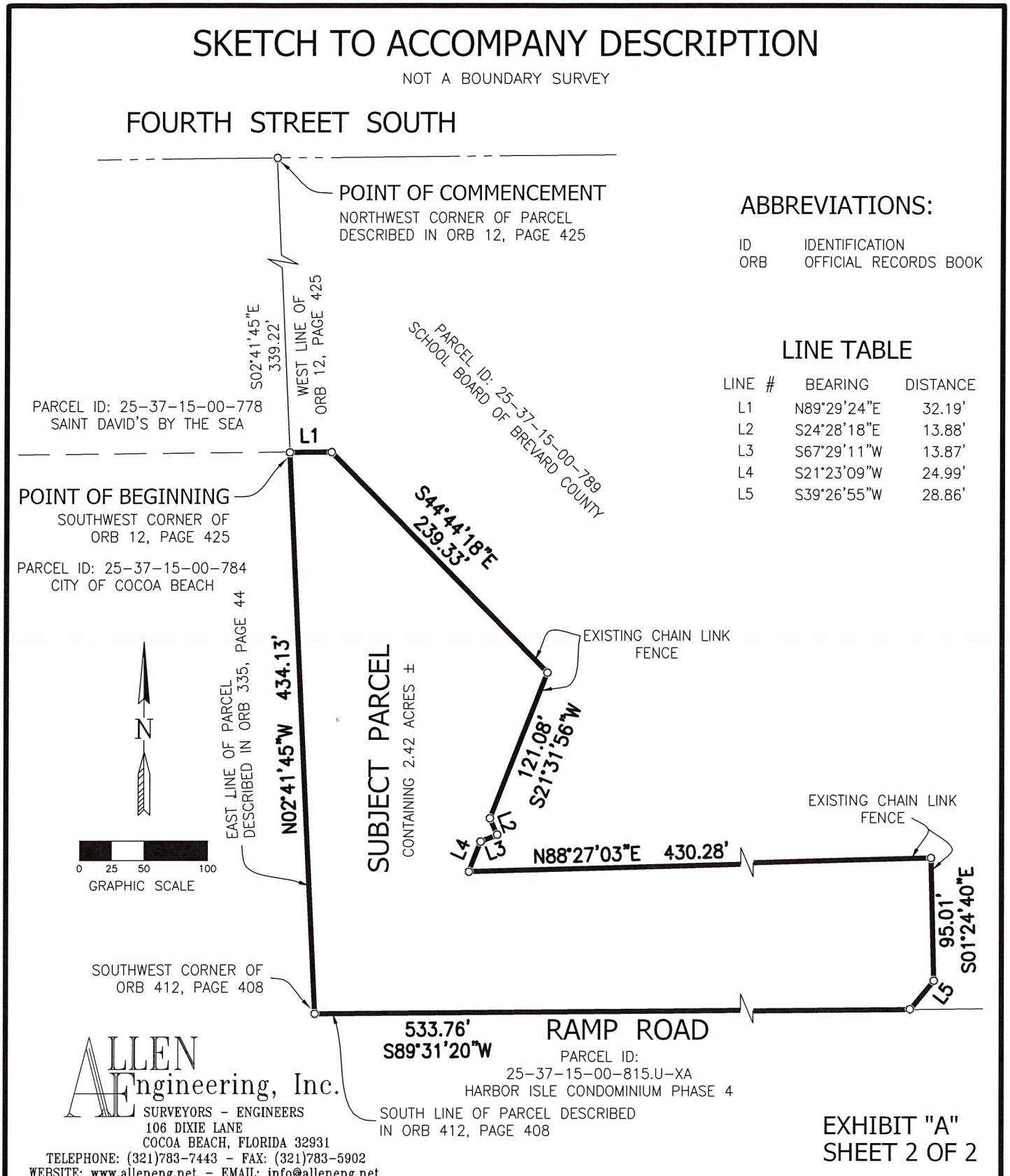
3.	
2.	
1.	
JOB NO. 220021.1	DATE: 3-19-25

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



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'

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EXHIBIT "A"
SHEET 2 OF 2

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

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

PREPARED AND CERTIFIED FOR:
CITY OF COCOA BEACH

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Attorney / Becky Vose, City Attorney

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION
Discuss and approve the salary range for the City Manager search conducted by Colin Baenziger Associates. - ADDED 6/04/2025
Staff Representative: Becky Vose, City Attorney
Recommendation: Discuss and Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
Colin Baenziger Associates was hired to do a nationwide search for the next city manager. The commission will need to determine the wage range, so the firm can continue to move forward with the brochure and advertising.

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Stormwater / Morgan Zuhlke, Stormwater Manager

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION
Ramp Road Park FPL Agreement and Easement

A. Accept the agreement between the City of Cocoa Beach and Florida Power & Light Company (FPL) to install and maintain new fixtures, poles and hand holes at the Ramp Road Parking Lot. The one-time Contribution in Aid of Construction (CIAC) is $12,277.35. The estimated increase to the monthly bill will be ~~$583.84~~ $293.19, which includes the price of the lights, poles, energy, maintenance, hand holes, wire, and conduit. This is a budgeted item.
B. Approve the FPL Lighting Easement, which will give FPL access to install and maintain the lighting plan for the Ramp Road Parking Lot.

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

IS THIS ITEM BUDGETED (IF APPLICABLE)?
This is a budgeted item.

BACKGROUND:
The Ramp Road Park Florida Power & Light Company (FPL) Agreement and Easement is to install and maintain the lighting plan for the Ramp Road Parking Lot. This is part of the Ramp Road Stormwater and Parking Lot Improvement project. FPL will be installing new lights, poles, hand holes, wires, and conduit.

The one-time Contribution in Aid of Construction (CIAC) is $12,277.35. The estimated increase to the monthly bill will be $177.45 + $115.74 = $293.19. The $177.45 is for the lights, poles, maintenance, and energy. The $115.74 is for the hand holes, wire and conduit. This is a budgeted item.

FPL Account Number: **906704317**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Cocoa Beach (hereinafter called the Customer), requests on this 1 day of **June**, **2025** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) V/O 401 ramp Rd, located in Cocoa Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
AEL ATB2	264	33,907	4K	8	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Standard Concrete	5	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): Please install 8 ATB2 black (264W 33,910 lumen 4K) fixtures on 5 Standard concrete poles (35') three of the pole will be double mounted. Customer is repsonsible for any restoration needed.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $115.74 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $12,277.35 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Cocoa Beach	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By: _____	**By:** Scot Thrapp
Signature (Authorized Representative)	**(Signature)**
_____	**Scot Thrapp**
(Print or type name)	**(Print or type name)**
Title: _____	**Title: Sr. FPL LED Lighting Commercial & Industrial**

RE: FPL LED Lighting Easement Instructions

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return the recorded original to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:
Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". If Exhibit "A" type description is used, the middle of the form needs to show "See Exhibit "A" ("Easement Area")".Easements are usually 10' in width for underground and 20' in width for overhead with the FPL facilities installed along the centerline of the easement. **FPL recommends that the easement be described by a surveyor to ensure the description is accurate and correctly describes the easement area.**

Signing and Witnessing:

A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.

B. **For Businesses:** Enter date in space provided. The President, or Vice-President sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:

The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in the date, sign on line provided, and affix seal adjacent to the signature of the notary public.

Record the Easement:

If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement **Recorded** at the County, only the original **unaltered** FPL standard easement form (form 3722) will be accepted by FPL.

I

Work Request No. _____

Sec.__, Twp __ S, Rge __ E

Parcel I.D.____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: _____
Co. Name: _____
Address: _____
_____

pg _____ of _____.

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

Entity name

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____

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:

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Containing 2.42 Acres, more or less.

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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.

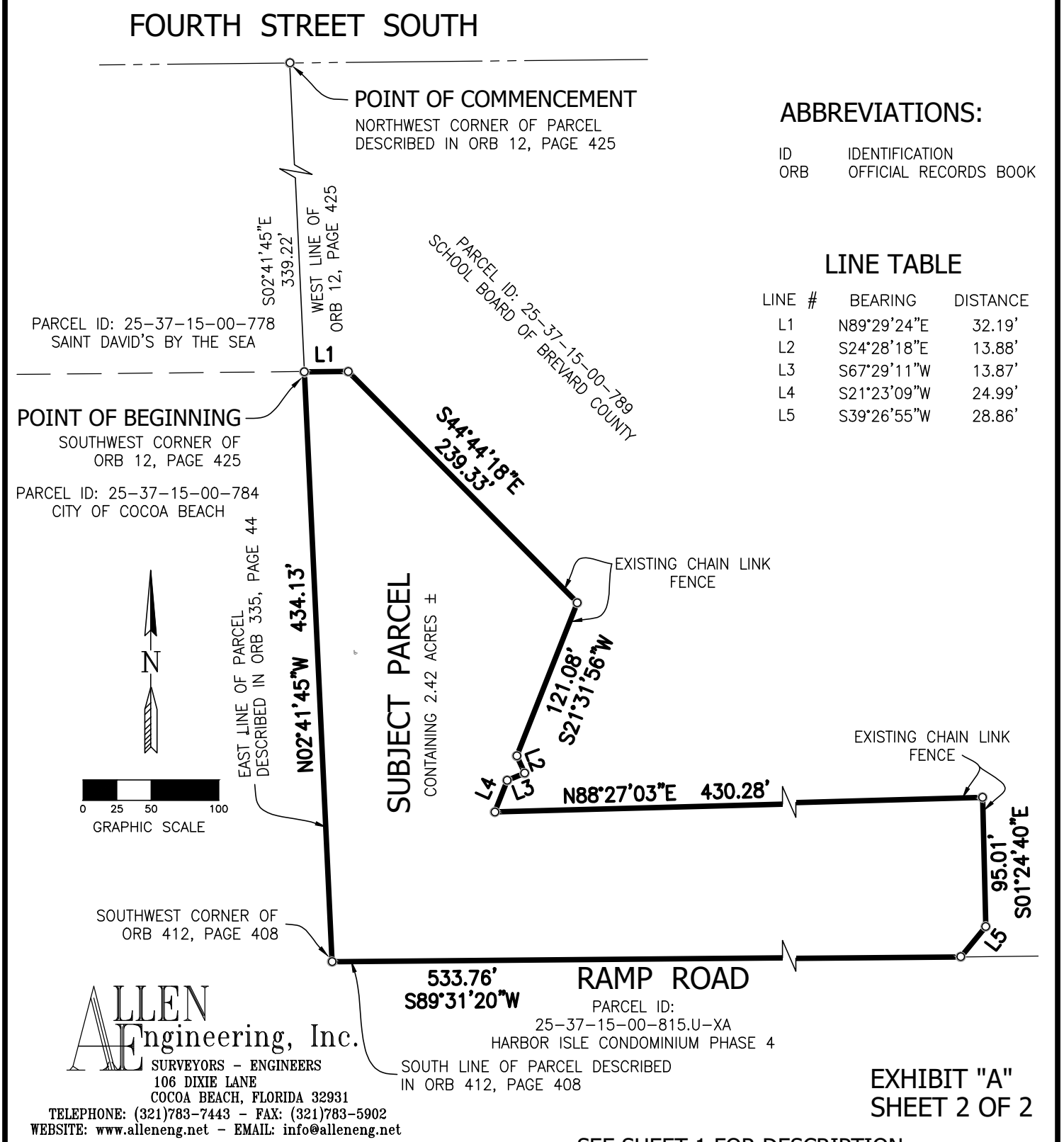
3.	
2.	
1.	
JOB NO. 220021.1	DATE: 3-19-25

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



ABBREVIATIONS:

ID	IDENTIFICATION
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LINE TABLE

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EXHIBIT "A"
SHEET 2 OF 2

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

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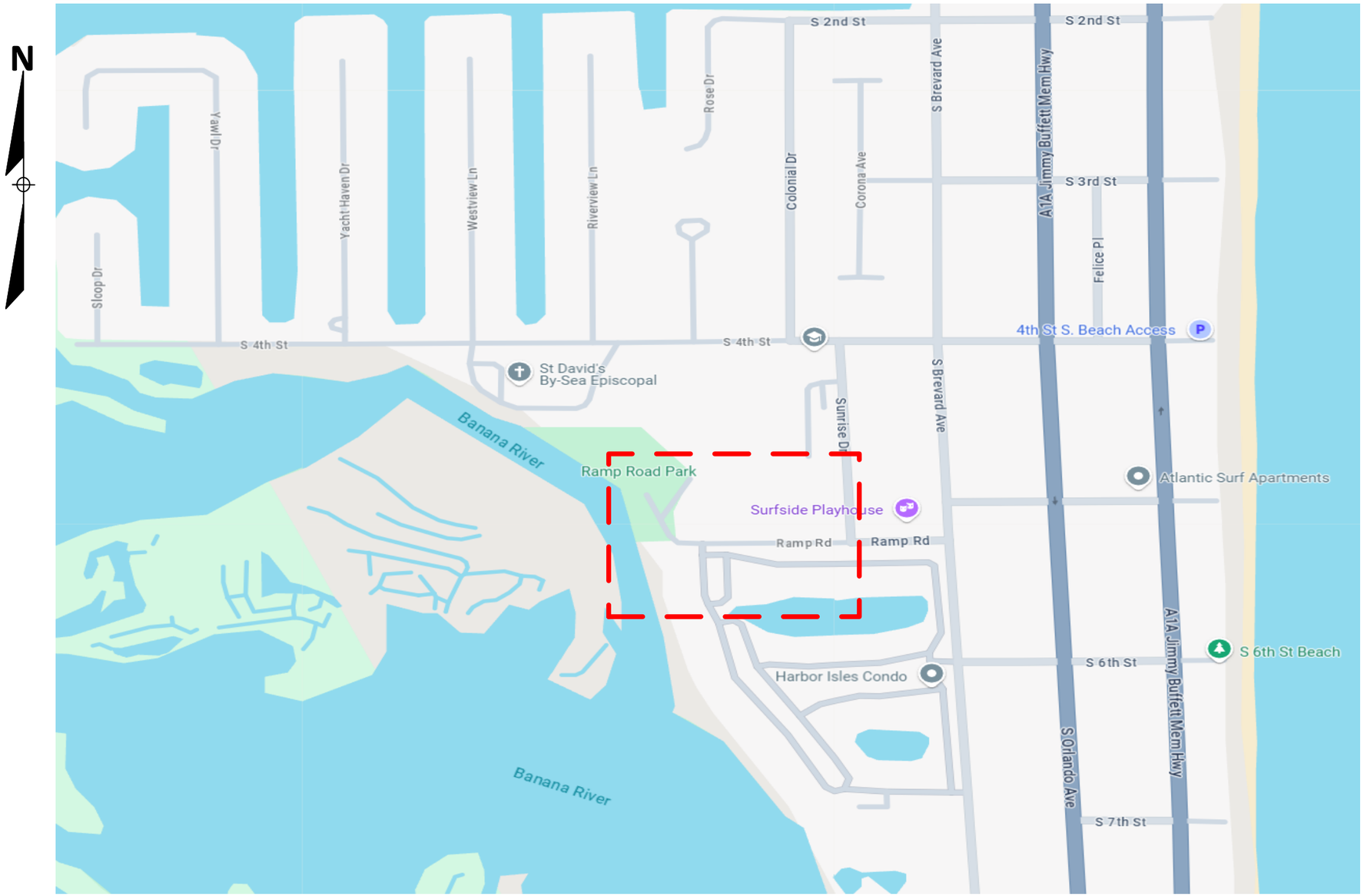
2.	
1.	
DATE: 3-19-25	DRAWN BY: DPA
JOB NO. 220021.1	SCALE: 1"=100'

PREPARED AND CERTIFIED FOR:

CITY OF COCOA BEACH

Total #6 DPX UG: 1,099ft

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____



FPL Construction Notes	
▼	Existing Aerial Transformer
●	Existing Distribution Wood Pole
◇	New 24" Hand - Hole
◇	New 17" Hand - Hole
▬	New UG PVC & Cable
□	New Street Light Concrete Pole
□—	New Fixture with Bracket

City of Cocoa Beach Permit Required

10' Easement required for highlighted areas (including poles, holes, and conduit)

Feeder: 201831

Product summary

Symbol	Description	Watts	Color Temp	Lumens	Quantity
□—	AEL - ATB2 - BLACK	264	4000K	33,910L	8
□	35FT STD CONCRETE ARM MOUNT POLE	N/A	N/A	N/A	5

AS-BUILT CREW PRINT — FOREMAN'S SIGNATURE — DATE

ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS. — FOREMAN'S SIGNATURE — DATE

JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS — SUPERVISOR'S SIGNATURE — DATE

AS-BUILT COPY — INITIALS — CERT. DATE

Easement?	Yes ☒ No ☐	Survey/Stake?	Yes ☒ No ☐	Work with SMO?	Yes ☐ No ☒
Tree Work?	Yes ☐ No ☒	Designer/Stake?	Yes ☐ No ☒	CT/Special Mtr?	Yes ☐ No ☒

PERMIT REQ'D				
City	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒

Tele. Attachment Per _____ Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	–	Map Posting? YES ☒ NO ☐	Posted by:

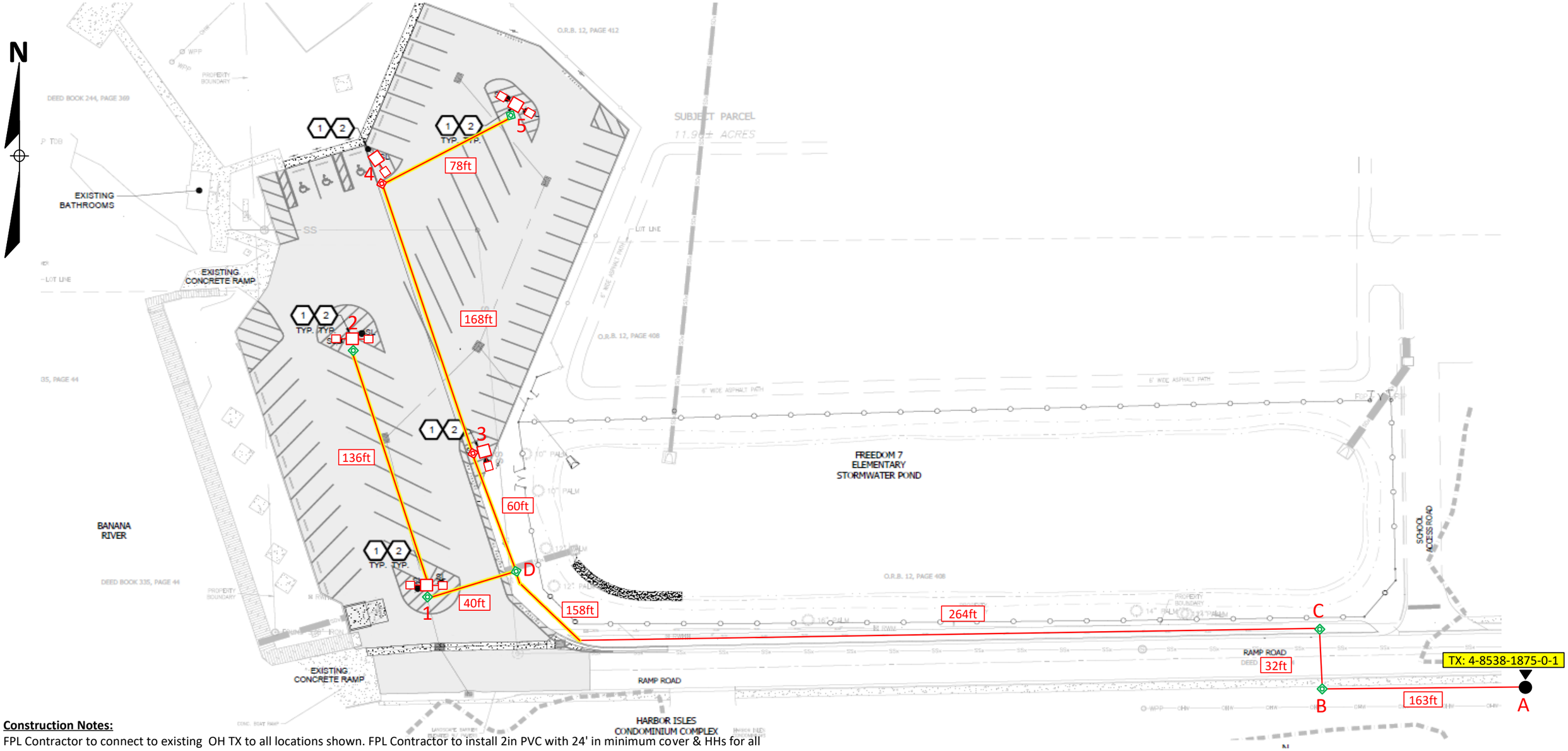
FPL

City of Cocoa Beach - Ramp Road
INSTALL 8 Lights & 5 Poles
V/O 401 Ramp Rd, Cocoa Beach, FL 32931

Designed by:	Melissa Leyva	Date:	02/14/25
Drawn by: ML	Check by:	Dwg No.	1 OF 2
Rural Location Sec.	*#* TWP. *#* S, RGE. *#* E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	XXXXX
WR XXXXXXXXX		M/A	XX

Total #6 DPX UG: 1,099ft

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____



Construction Notes:

FPL Contractor to connect to existing OH TX to all locations shown. FPL Contractor to install 2in PVC with 24' in minimum cover & HHs for all locations using directional bore. FPL Contractor to install #6 DPX UG cables to all locations shown. Call locates prior to digging.
LOC A: Install 2" Riser.
LOC B, C & D: Install 24" HH.
LOC 1, 2 & 5: Install 35'ft STD Concrete Arm Mount Pole and 2 – AEL – ATB2 – BLACK – 264W – 33,910L – 4000K LED Fixture with an 8'ft Arm Bracket. Install 24" HH.
LOC 3 & 4: Install 35'ft STD Concrete Arm Mount Pole and AEL – ATB2 – BLACK – 264W – 33,910L – 4000K LED Fixture with an 8'ft Arm Bracket. Install 17" HH.

'CHECK VOLTAGE – CONVERT 480V to 120V or 240V'
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
-Customer is responsible for any restoration incurred.
FPL LED Representative: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☒ No ☐	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D				
City	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per _____ Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	–	Map Posting? YES ☒ NO ☐	Posted by:

City of Cocoa Beach - Ramp Road
INSTALL 8 Lights & 5 Poles
V/O 401 Ramp Rd, Cocoa Beach, FL 32931

Designed by:	Melissa Leyva	Date:	02/14/25
Drawn by: ML	Check by:	Dwg No.	2 OF 2
Rural Location Sec.	*#* TWP. *#* S, RGE. *#* E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	XXXXX
WR XXXXXXXXX		M/A	XX

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: Public Works / Brad Kalsow, Director of Water Reclamation Wes Mullins, Chief of Police

MEETING DATE June 5, 2025

REQUESTED MOTION/ACTION

Approve the replacement Rooftop Unit (RTU) HVAC system for the Police Department in the amount of $64,350. This is an emergency purchase and the unit has a 14-16 week lead time. This is not a budgeted item in FY25.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director, Wes Mullins, Chief of Police
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Un-budgeted in FY25. Transfer from other accounts would need to occur to cover the expense.

BACKGROUND:

RTU-1 for the Police Department covers three quarters of second floor. This unit has 4 coils, 3 of which are in bad shape and currently limping by. A proposal to repair the coils was provided in the amount of $36K. (This proposal has been attached with the agenda item for clarity). There is also a 5-6 week lead time for coil repair. Repairing them now could potentially give 1-1.5 years of life back in the unit before full replacement would need to occur. Full replacement would likely cost $70-75K in 1-1.5 years.

After speaking with the Chief of Police and his staff, we have decided to replace the entire unit now in the amount of $64,350. We feel this is the best option long term for this unit and the building. This new unit has an estimated 18-20 week lead time which means funds may have to come out of FY26 budget as this timeframe would put installation of the unit sometime in October. We are currently working with the manufacturer to reduce this lead time so that we may receive the unit in FY25. Barring any delays the Manufacturer has reduced the lead time to 14-16 weeks which means we will receive the unit in September.

If the existing unit were to fail now, we would need a minimum of 5 portable units ($275 per unit per week) to cover the spaces in the building

For perspective if the unit fails tomorrow we would expense nearly $25K (this fiscal year) in portable rentals over the 18-20 week lead time period. Every week this unit limps by the cost of portable rentals will go down. It is still the cheaper option than repairing the coils now and getting a full replacement in 1-1.5 years

As of 5/30/25 one portable unit is being used to cool the offices and can be moved to the training room when it is being occupied.

Engineered Cooling Services
SERVICE PROPOSAL

TO:	**City of Cocoa Beach** **1600 Minuteman Causeway** **Cocoa Beach, FL 32913**	PROJECT:	**Replace 17.5 Ton RTU**
		LOCATION:	**RTU 1 – Police Station**
ATTN:	**Bryan Thomas**	PROPOSAL #:	**Q-05-2025-404265**
PHONE:	**321-302-2590**	DATE:	**May 15, 2025**
EMAIL:	**Bryan.Thomas@cityofcocoabeach.com**	JOB NO:	

Thank you for the opportunity of providing you with this proposal!

Executive Summary During a recent diagnosis, our service technician found (3) of the (4) condenser coils failed.

Engineered Cooling Services is pleased to propose the following: All necessary labor, refrigerant and materials to remove and replace the three leaking condenser coils.

Scope of Service:

- Secure Permitting before project commencement.
- Advise client upon arrival, review scope of service.
- Lock out/tag out on main power source.
- Disconnect electrical, controls, and prep system for replacement.
    - Flag area of parking lot for crane to set up.
        - Crane on site approx. 4 hours.
- Remove old system with crane.
    - ECS to remove and dispose of old system per EPA guidelines.
- Set new RTU in place of existing.
    - New unit, **TempMaster with the following specifications:**

- 17.5 ton Packaed unit. • 230/3/60
- Heavy Gauge Galvanized Steel Insulated Casing
- DX Coil w/ Coper Tube/ Aluminum Fins
- Economizer w/ Barometric Relief
- Circuit Breaker
- Stainless Steel Drain Pan
- Harsh Environment Coating – on Condenser Coil Only
- Phase Monitor
- Head Pressure Control
- Louvered Hail Gaurd
- Curb Adapter
- VAV Control w/ VFD

- 1 year parts warranty, 5 year compressor

•	

- Set new RTU in place and secure to meet code.
- Seal new system to existing ductwork below.
- Install new air flow monitor.
- Connect power to system from existing power feed.
- Integrate new RTU into building automation system.
- Perform start up on new system.
    - Check and confirm systems complete operation.
- Clean up work area, and check out with customer.

Price: $64,350.00

Lead time on new system 18-20 weeks from factory

Exclusions:

The following items and services are **excluded** from this proposal:

1. **Electrical upgrades (wire, breakers, fuses)**
2. **Vibration Isolation Systems and Acoustical dampening**
3. **Smoke Dampers, Sprinkler Piping, Fire/Life Safety**
4. **Extended Warranty and Performance guarantee**
5. **Engineered Drawings, Shop Drawings, BMS Integration**
6. **Other Accessories not listed in above proposal**
7. **Temporary Cooling**
8. **Testing Adjusting Balancing (TAB)**

Clarifications:

The following clarifications apply to this proposal:

1. **Permit Fees** are included

Terms:

1. Work is to be performed during normal hours of operation Monday-Friday, overtime premiums excluded.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

SUBMITTED BY: CARSON FINN **SUBMITTED BY:** _____

BY: _____ **BY:** _____

TITLE: PROJECT SALES ENGINEER **TITLE:** _____

PHONE: (407) 982 – 0278

1. OFFER AND ACCEPTANCE: Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a change of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. INVOICING: Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. PERFORMANCE: Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. WARRANTY: Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.

   THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
6. PATENTS: If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use in enjoined. Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
7. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
8. DELIVERY: Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
9. CANCELLATION: Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
10. DISPUTES AND CHOICES OF LAWS: This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
11. COST TO COMPANY: In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
12. ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. ASSIGNMENT: Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____ Date: _____

Engineered Cooling Services
SERVICE PROPOSAL

A Service Logic Company

TO:	**City of Cocoa Beach** **1600 Minuteman Causeway** **Cocoa Beach, FL 32913**	PROJECT:	**Replace (3) Condenser Coils**
		LOCATION:	**RTU 1 – Police Station**
ATTN:	**Bryan Thomas**	PROPOSAL #:	**Q-05-2025-404265**
PHONE:	**321-302-2590**	DATE:	**May 15, 2025**
EMAIL:	**Bryan.Thomas@cityofcocoabeach.com**	JOB NO:	

Thank you for the opportunity of providing you with this proposal!

Executive Summary During a recent diagnosis, our service technician found (3) of the (4) condenser coils failed.

Engineered Cooling Services is pleased to propose the following: All necessary labor, refrigerant and materials to remove and replace the three leaking condenser coils.

Scope of Service:

- Secure Permitting before project commencement.
- Advise client upon arrival, review scope of service.
- Lock out/tag out on main power source.
- Recover all remaining refrigerant in both circuits.
- Disassemble condenser section and remove (3) bad coils.
- Furnish and install 3 new Condenser coils.
  - Coils to have 10,000hr salt spray coating.
- Pipe new coils into circuit and reassemble system.
- Remove and replace liquid line drier on each circuit.
- Pressurize both circuits with nitrogen to confirm no leaks.
- Evacuate each circuit to 500 microns.
- Weigh in recovered and new R410a refrigerant to meet factory specifications.
- Perform start up on new system.
  - Check and confirm systems complete operation.
- Clean up work area, and check out with customer.

Price: $36,450.00

Lead time on new coils is 5-6 weeks from factory

Terms:

1. Work is to be performed during normal hours of operation Monday-Friday, overtime premiums excluded.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

SUBMITTED BY: CARSON FINN

BY: _____

TITLE: PROJECT SALES ENGINEER

PHONE: (407) 982 – 0278

SUBMITTED BY: _____

BY: _____

TITLE: _____

1. OFFER AND ACCEPTANCE: Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a change of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. INVOICING: Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. PERFORMANCE: Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. WARRANTY: Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.

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8. DELIVERY: Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
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Signature: _____ Date: _____