



Meeting Agenda
Thursday, June 19, 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)

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

Speaking Courtesy Rules:

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

Approval Of Order Of Business:

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

Appealing a Decision:

Any person desiring to appeal any decision made by the City Commission, with respect

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

American with Disabilities Act:

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

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

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

B. APPROVAL OF THE AGENDA

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

C. SPECIAL PRESENTATIONS

1. Proclamation - Aging Matters in Brevard - Yessenia Perez, Senior Director of Finance

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. COMMUNITY REDEVELOPMENT AGENCY (CRA)

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

1. Approve the October 24, 2024 Minutes
Staff Representative: City Clerk
Recommendation: Approve
2. Request approval of a Commercial Visual Improvement Grant in the amount of \$50,000 for The Pointe Church located at 82 N Atlantic Ave, Cocoa Beach FL, 32931.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
3. Request approval of a Commercial Visual Improvement Grant in the amount of \$25,000 for the Catalyst Shop located at 109 N Orlando Ave, Cocoa Beach FL 32931
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

Commission will reconvene for the remaining items.

I. CONSENT AGENDA

1. Approve the June 5th, 2025 Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve
2. Resolution No. 2025-10 A Resolution OF THE CITY COMMISSION OF the City of Cocoa Beach, Florida, pursuant to subsection (11), Section 13.5-38, "Exemptions" of Article III, "Exemptions", of Chapter 13.5, "Noise"; providing findings; allowing an exception to the city's noise ordinance for certain concrete pours at 1300 N. Atlantic Avenue, in order to maintain appropriate construction standards and safety at times not otherwise allowed under the city code AND PROVIDING AN EFFECTIVE DATE.

This is a Noise Resolution Exception - Allowing an exception to the city noise ordinance for certain concrete pours at 1300 N. Atlantic Avenue, in order to maintain appropriate construction standards and safety at times not otherwise allowed.

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

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Approve the replacement Rooftop Unit (RTU) HVAC system for the Police Department in the amount of \$50,390 from Southeast Services of CFL,

Inc. Four proposals were received for this unit. Southeast Services performs work for the City of Cape Canaveral, Brevard County School Board and Port Canaveral among others. 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. NEW BUSINESS

1. Approve Ordinance 1698 on first reading- An Ordinance of the City of Cocoa Beach, Florida, amending Chapter 26.5, "Vacation Rentals", of the Code of Ordinances of the City of Cocoa Beach; revising provisions as to occupancy to prevent the use of vacation rentals as "party houses" and to not include infants under two years of age in the occupant count; and providing for conflicts, codification, severability, and an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Approve
2. Accept the Engineers Recommendation of Award for the bid submitted by CK Contractors & Development, LLC. in the amount of \$2,214,480.00 for bid #CB25-005, A1A Sewer Pipe Replacement Project. Allow staff to enter into contract with CK Contractors & Development, LLC. This is a budgeted Capital Project.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
Recommendation: Approve
3. **PULLED ON 6/19/25**
~~FY 2025-2026 Budget request for CPI increases from June 2017 to the current City Attorney agreement with CPI adjustment for years going forward.~~
~~Staff representative: City Attorney, Becky Vose~~
~~Recommendation: Consider~~

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

N. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
AJ Hutson, City Manager

MEETING DATE

June 19, 2025

REQUESTED MOTION/ACTION

Proclamation - Aging Matters in Brevard - Yessenia Perez, Senior Director of Finance

IS THIS ITEM BUDGETED (IF APPLICABLE)?

NA

BACKGROUND:

NA

Proclamation

WHEREAS, AGING MATTERS IN BREVARD, originally known as The Community Service Council, was incorporated as a not-for-profit organization on June 7, 1965, and today promotes the independence, health, safety, and quality of life of seniors countywide; and

WHEREAS, AGING MATTERS is now the leading agency providing direct services to seniors across Brevard County and is kicking off its 60th anniversary 2025-2085 CHAMPIONS initiative on July 1; and

WHEREAS, having grown alongside Brevard County, now employs more than 90 staff members and mobilizes more than 800 volunteers who drive more than 400,000 miles; and

WHEREAS, together, staff and volunteers, with support from a myriad of supporters, provide life-changing services annually to hundreds of seniors countywide, including 79,000 hours of companionship, respite, socialization, safety and wellness checks, and light housekeeping in 2024; and

WHEREAS, prepared more than 425,000 meals at its Brevard Community Kitchen, and distributed them daily through its Meals on Wheels program; weekly at 13 Seniors at Lunch community dining centers, and monthly provided pet food to 160 clients through Pets on Wheels; and

WHEREAS, installed 178 ramps and 2,100 grab bars; operated The Sunflower House, which provides critical caregiver support; recruited RSVP (Retired Senior Volunteer Program) Volunteers for its own and many other organizations, and conducted Bone Builders classes for 370 seniors to prevent osteoporosis.

NOW, THEREFORE, BE IT RESOLVED, THAT (NAME OF GOVERNMENT GROUP) OF BREVARD COUNTY, FLORIDA, does hereby recognize and commend

AGING MATTERS IN BREVARD

for 60 years of distinguished service to the citizens, and particularly the senior citizens, of Brevard County, and congratulates the Board of Directors and Leadership Team for a job well done.

DONE, ORDERED, AND ADOPTED in regular session, this 19th day of June, A.D., 2025.

IN WITNESS WHEREOF, I have hereunder set my
hand this 19th day of June 2025.

Keith Capizzi
Mayor

Karin Grooms
City Clerk



CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY MINUTES
October 24th, 2024

A. Call to Order

Mayor Capizzi called the meeting to order at 6:30 P.M.

1. Roll Call

Commission Members Present:

Board Commissioner Joshua Jackson

Board Commissioner Skip Williams

Board Commissioner Karalyn Woulas

Board Commissioner Jeremy Hutcherson

Mayor Keith Capizzi

Administrative Members Present:

City Attorney Becky Vose

City Manager Wayne Carragino

City Clerk Karin Grooms

Assistant to City Clerk Michael Bryan

B. Public Comment

C. Staff Reports and Announcements

D. Consent Agenda

1. Approve September 19th, 2024, CRA Meeting Minutes
Staff Representative: City Clerk's Office
2. Approve Amended CRA Bylaws, Policies, and Procedures.
Staff Representative: Karin Grooms – City Clerk

MOTIONED BY WOULAS/JACKSON

I MOVE TO APPROVE.

THE CONSENT AGENDA VOICE VOTE CARRIED OUT UNANIMOUSLY.

E. Board Members Reports and Announcements

F. New Business

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY MINUTES
October 24th, 2024

1. Request to Approve Grant Funding Agreement between the CRA and Cocoa Beach Main Street for \$35,000.

Budgeted.

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

MOTION BY WILLIAMS/HUTCHERSON

MOVE TO POSTPONE UNTIL DECEMBER 5TH, 2024.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

MAYOR CAPIZZI ASKED TO MOVE NEW BUSINESS ITEM 1 TO THE NEXT CRA MEETING TO ALLOW NEW BOARD MEMBERS THE OPPORTUNITY TO VOTE ON THE REQUEST.

COMMISSIONER SKIP WILLIAMS AGREES AND SUGGESTS AN OPEN DISCUSSION THAT DOES NOT INVOLVE FINAL DECISION BEING MADE. MOVES FOCUS TO FINANCIAL DISCLOSURE AND REQUESTS FOR COCOA BEACH MAIN STREET. TOTAL REVENUE IS \$155,000. GROSS PROFIT \$167,000.

COMMISSIONER JEREMY HUTCHERSON CLARIFIES THE FINANCIAL YEAR FOCUS IS ON 2024.

COMMISSIONER SKIP WILLIAMS GROSS PROFIT CURRENTLY FOR YEAR 2024 IS \$145,000. EXPENDITURES \$150,000. QUESTIONS YEAR 2023 PAYROLL WAGE EXPENSES AT \$58,000.

MAYOR KEITH CAPIZZI NOTED MS. WELLS PAYS AN ACCOUNTANT \$250 MONTHLY. MS. WELLS MAKES \$65,000 A YEAR.

MS. LANE ALVAREZ THE BOOKKEEPER AND TREASURER FOR COCOA BEACH MAIN STREET EXPLAINS FINANCIAL SHORFALL FOR YEARS 2023 AND 2024. WHICH RESULTED IN SHORTER WAGE EXPENSES FOR YEAR 2023. SHORFALL FOR WAGE EXPENSE YEAR 2023 HAS BEEN CAUGHT UP. YEAR 2024 HAS NOT.

COMMISSIONER SKIP WILLIAMS QUESTIONED BALANCE SHEETS FOR COCOA BEACH MAIN STREET YEAR 2022. IN YEAR 2022 COCOA BEACH MAIN STREET WAS NEGATIVE \$12,816.98.

MS. LANE ALVAREZ SAID, "YES."

COMMISSIONER SKIP WILLIAMS ASKED, "WHERE THE MONEY CAME FROM TO COVER THE SHORT FALL."

MS. LANE ALVAREZ "FROM RESERVES."

COMMISSIONER SKIP WILLIAMS MENTIONED THAT THERE WAS ONLY \$6,883.55 LEFT IN RESERVES FROM 2022. COMMISSIONER SKIP WILLIAMS INTERJECTED. MENTIONED FL

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY MINUTES
October 24th, 2024

STATUTES CHAPTER 119 STATES THAT THE FINANCIAL REPORT MUST BE MADE ACCESSIBLE.

MS. LANE ALVAREZ AGREED.

COMMISSIONER WILLIAMS REFERENCED THE START OF THE GENESIS MAIN STREET PROGRAM. INITIAL START UP COST AT THE TIME WAS \$50,000 WHICH HE AGREED TO. THE TENANTS OF MAIN STREET PROGRAM ADVERTISED.

COMMISSIONER VICE MAYOR JEREMY HUTCHERSON CLARIFIES THAT THE MONEY HAS BEEN ALLOCATED FROM CITY OF COCOA BEACH GENERAL FUNDS.

MAYOR CAPIZZI AGREED.

COMMISSIONER SKIP WILLIAMS AS OF 2024 \$15,000 HAS BEEN SET ASIDE FOR MAIN STREET FUNDING.

COMMISSIONER SKIP WILLIAMS QUESTIONING HOW THE CITY OF COCOA BEACH IS BACK TO STARTING SEED MONEY FOR MAIN STREET PROJECT FOR \$35,000 A YEAR IN ADDITION TO THE \$15,000 ALLOCATED FROM THE GENERAL FUND.

MAYOR KEITH CAPIZZI SEEKING CLARIFICATION FOR \$15,000 FUNDING.

COMMISSIONER (VICE MAYOR) JEREMY HUTCHERSON CLARIFIES THAT \$15,000 IS COMING FROM CITY OF COCOA BEACH GENERAL FUND AND \$35,000 FROM CRA FUND TO TOTAL THE \$50,000 A YEAR FROM THE CITY.

MAYOR KEITH CAPIZZI ASKING FOR A ROUGH ESTIMATE FOR POLICE AND FIRE BARRICADES AND ASSISTANCE FOR MAIN STREET TO BE AROUND \$36,000.

COMMISSIONER (VICE MAYOR) JEREMY HUTCHERSON CLARIFIES THAT IN-KIND DONATIONS ARE ALSO GIVEN, SO HE IS UNSURE OF THE ROUGH ESTIMATED COST OF \$36,000.

MAYOR KEITH CAPIZZI ESTIMATES APPROXIMATELY \$5,000 A MONTH FROM CITY FUNDS GOES TOWARDS PAYING MAIN STREET EVENTS.

CITY MANAGER WAYNE CARRAGINO CONFIRMS THAT MAIN STREET HAS A FREE PARKING SPACE, FREE STORAGE SPACE, FREE FIRE DEPARTMENT AND POLICE DEPARTMENT AID, TWELVE EVENTS FREE OF CHARGE EVERY YEAR, AND AN OFFICE ON THE PARKING GARAGE.

COMMISSIONER KARALYN WOULAS ASKED, "HOW MUCH THE MONTHLY COST FOR MAIN STREET WOULD BE IF THEY WERE BILLED FOR REQUESTED SERVICES."

CITY MANAGER WAYNE CARRAGINO UNSURE.

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY MINUTES
October 24th, 2024

COMMISSIONER SKIP WILLIAMS REQUESTS A STRATEGIC PLAN FROM COCOA BEACH MAIN STREET FOR THE FUTURE ON HOW THEY WILL BECOME SELF SUFFICIENT.

COMMISSIONER SKIP WILLIAMS REFERENCED INDIVIDUAL BUSINESS CONTRIBUTIONS LINE ITEM FOR YEAR 2023 AT \$27,758.35. INQUIRES WHY THE LOCAL BUSINESS CONTRIBUTIONS ARE SO LOW

VICE MAYOR JEREMY HUTCHERSON AGREED AND SUGGESTS A BENCHMARK BEING SET IN PLACE FOR FUTURE FUNDING AGREEMENTS IN ORDER TO AVOID 100% PAYMENT FROM THE CITY. EXAMPLE GIVEN WAS ROUGHLY SUBSIDIZING 10%.

VICE MAYOR JEREMY HUTCHERSON, QUESTIONS THE CONTINUED SUPPORT OF MAIN STREET GIVEN LACK OF VARIETY FOR COMMUNITY ENGAGEMENT, MINOR CONTROVERSY, AND INDEPENDENT SUFFICIENCY (SUSTAINMENT).

COMMISSIONER SKIP WILLIAMS READS OVER GRANT AGREEMENT BETWEEN MAIN STREET AND THE CITY OF COCOA BEACH.

MS. KEANE WELLS TEN YEARS AGO MAIN STREET ENTERED INTO CITY OF COCOA BEACH. EXPLAINS MAIN STREET PROFITS \$2,000.00 FROM FRIDAY FEST EVENTS.

COMMISSIONER SKIP WILLIAMS QUESTIONS HOW GRAND TOTAL FROM BUSINESS CONTRIBUTIONS AT \$27,758.35.

MS. KEANE WELLS INTERJECTS QUESTIONS THE INDIVIDUAL BUSINESS CONTRIBUTION AMOUNT OF \$27,758.35. EXPLAINS CIVILIAN CONTRIBUTIONS ARE ALSO LUMPED INTO THIS STATEMENT LINE.

COMMISSIONER SKIP WILLIAMS ARGUES DUE TO INFLUX OF LOCAL BUSINESSES FROM FRIDAY FEST. MAIN STREET SHOULD CONSIDER DIFFERENT MARKETING STRATEGIES TO PULL LOCAL BUSINESSES IN TO HELP FUTURE GROWTH OF MAIN STREET.

MS. KEANE WELLS ANNUAL MEMBERSHIP IS \$300. ASKING FOR GUIDANCE ON HOW TO OBTAIN MORE FINANCIAL BACKING FROM OTHER BUSSINESS/DONORS.

MS. LANE ALVAREZ PROPOSES THE IDEA OF CITY ENDORSEMENTS TO SWAY MORE FUNDING IN MAIN STREET'S FAVOR.

COMMISSIONER SKIP WILLIAMS PROVOKES THE IDEA OF MS. KEANE WELLS ELLICITING OTHER OUTSIDE SOURCES FOR GUIDANCE INSTEAD OF THE CITY COMMISSIONER MEMBERS FOR A PIGGYBACK.

MAYOR KEITH CAPIZZI WHAT IS THE RATE OF OCCUPACY FOR VENDOR BOOTH'S DURING FRIDAY FEST EVENTS?

MS. KEANE WELLS \$75.00.

CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY MINUTES
October 24th, 2024

COMMISSIONER SKIP WILLIAMS ASKS CITY ATTORNEY BECK VOSE IF SHE KNOWS ANYONE THAT CAN GUIDE MS. KEANE WELLS IN CONSTRUCTING A PLAN TO PRESENT BY NEXT CRA MEETING.

CITY ATTORNEY BECK VOSE SURE.

COMMISSIONER SKIP WILLIAMS DEFER GRANT FUNDING BETWEEN THE CRA AND COCOA BEACH MAIN STREET FOR \$35,000 TO DECEMBER 5TH, 2024 AFTER THE NEW COMMISSION IS SEATED. WHICH WILL ALLOW MAIN STREET TO PRESENT A STRATEGIC PLAN ON HOW THEY CAN GET TO SOLVENCY OVER X NUMBER OF YEARS WITHOUT CITY FUNDING.

G. General Public Comment

H. Adjournment

THE MEETING WAS ADJOURNED AT 6:54 P.M.



Community Redevelopment Agency
City of Cocoa Beach
2 South Orlando Avenue
Cocoa Beach, FL 32931

Derek Howell, Lead Pastor
The Pointe Church
82 North Atlantic Ave
Cocoa Beach, FL 32931

May 28, 2025

Dear CRA Review Committee,

I am writing to submit our application for the Cocoa Beach CRA Commercial Visual Improvement Program in support of a proposed exterior improvement project at our property located at 82 North Atlantic Avenue.

Our property is centrally located within the Community Redevelopment Area and zoned TC–Towncenter, placing it at the heart of Cocoa Beach’s key commercial corridor. The building currently houses a former bank structure that has not seen significant exterior upgrades in many years. We are undertaking a much larger exterior renovation project to transform the site into a more functional, welcoming, and visually appealing space for tenants, customers, and the broader community.

As part of this effort, our current improvement plan includes the removal of obsolete drive-thru teller structures, full repaving and striping of the parking lot, and the construction of concrete dumpster pads. These upgrades will address both aesthetic and functional concerns and directly support the goals of the CRA by contributing to a cleaner, safer, and more vibrant streetscape.

We believe this project will positively impact the surrounding area by eliminating visual blight, improving the customer experience, and encouraging further investment in the district. The improvements will also support increased occupancy and economic activity.

We respectfully request your consideration of our application and look forward to the opportunity to partner with the CRA in helping improve and beautify Cocoa Beach. Please don’t hesitate to contact me with any questions or to discuss the project further.

Thank you for your time and consideration.

Sincerely,
Derek Howell
Lead Pastor
The Pointe Church

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

Applicant's Name: Derek Howell

Applicant's Corporate Name: The Pointe Inc.

Applicant's Corporate Business Address: 82 N. Atlantic Ave, Cocoa Beach, FL 32931

Name of Business at Project Address: ThePointeChurch

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

Federal Tax ID Number or Social Security Number: 81-3960229

Applicant's Phone Numbers: 321-233-9288 Business 321-316-6412 Cell

Applicant's Email Address: accounting@thepointe.online

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

Tenant ☐

PROPERTY INFORMATION

Property Owner's Name: Derek Howell

Property Owner's Mailing Address: 2147 Royal Oaks Drive
Rockledge, FL 32988

Property/Project Address: 82 N. Atlantic Ave, Cocoa Beach, FL 32931

Alt Number(s): 850-693-0002

Name of Tenant(s): _____

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

Property Manager: NA Phone: _____ Email _____

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

Total Applicant Funds: \$115,012.99 Total Anticipated Grant Request: \$50,000

Question 1: Description of the Proposed Improvements

We are currently operating in a former, outdated bank building located within the CRA district. The property still includes remnants of the original drive-thru teller lanes and windows, which are no longer functional and detract from both the appearance and functionality of the space. As part of our proposed improvements, we plan to remove the old drive-thru infrastructure, including teller windows, lanes, and canopy, in order to modernize the building's exterior and create a more welcoming and updated façade.

Additionally, we are updating the parking lot, including forming and pouring new concrete pads for our dumpster enclosures. These upgrades will help bring the property up to code, improve cleanliness and organization, and enhance the overall visual appeal of the site.

These improvements will significantly enhance the visibility and curb appeal of the property and support the CRA's goals of revitalizing commercial properties within the district.

Question 2: Current Condition of the Building/Site

The building is an older structure that was originally used as a bank and has not had any significant exterior upgrades in many years. It still features outdated elements from its former use, such as the original drive-thru teller lanes and canopy, which are now obsolete and contribute to a worn and dated appearance.

While the building itself is structurally sound, the site has issues with poor drainage, and the parking lot is in visibly poor condition. The pavement is uneven and deteriorated, and the striping has faded, making it difficult to navigate and uninviting for guests. The current dumpster area also lacks proper concrete pads and contributes to an overall lack of organization and visual appeal.

The property would greatly benefit from visual and functional improvements to bring it up to modern standards and enhance its presence within the CRA district.

Question 3: Leveraging of CRA Funds

We are contributing \$49,419 of the total \$99,419 project cost from private funds, which represents nearly 50% of the full investment. We are requesting assistance from the CRA in the amount of \$50,000—the maximum allowed under the Visual Improvement Program—to help complete essential upgrades that enhance the property's exterior appearance, safety, and usability.

This contribution reflects a strong commitment to the revitalization of our property and the CRA district. By investing nearly half of the project cost ourselves, we are maximizing the impact and reach of CRA funds while ensuring that public dollars are paired with meaningful private investment.

At this time, there are no other reasonable means of financing available to fully fund the desired improvements. Traditional lenders are unlikely to finance exterior-only projects of this type—particularly those that do not

directly generate revenue, such as drive-thru demolition, parking lot repaving, and dumpster pad construction. CRA support will allow us to proceed at the necessary scope and timeline, resulting in a highly visible and impactful transformation that aligns with the goals of the Cocoa Beach CRA Plan.

Question 4: Maintenance after Completion

After the proposed improvements are completed, the property will be maintained through regular scheduled upkeep performed by our team and third-party vendors. The newly paved and painted parking lot will be monitored for wear and restriped as needed to ensure ongoing safety and clarity. The concrete dumpster pads will be cleaned and maintained to support proper sanitation and prevent future damage or degradation.

We are committed to keeping the property clean, functional, and visually appealing. Landscaping and exterior cleaning will be performed on a routine basis, and any issues that arise will be addressed promptly. This ongoing maintenance plan will help protect the investment, extend the life of the improvements, and ensure the property continues to contribute positively to the character and standards of the CRA district.

Current Number of Employees: Full-time: 3 Part time: 3 Contract: 0

Number of employees (Post Project Completion): Full-time: 3 Part-time: 3 Contract: 0

Number of Construction Workers for Project:

Current Wages for Employees: No employee wages will change as a result of this project.

Full Time: Green, Part time: Blue

Derek Howell, Lead Pastor	54,999
April Howell, Lead Pastor	38,000
Sharrett Henderson, Worship Pastor	16,000
Alicia Mahase, Family Ministries Pastor	48,000
Ginger Sullivan, Accounting	27,900
Garrett Kuge, Communications Dir.	18,700

Single Bid Justification Statement

We are submitting only one bid for this portion of the project because we are working with a single contractor to complete the entirety of our exterior & interior renovation. The work outlined in this application—demolition of the drive-thru, parking lot repaving and striping, drainage improvements, and dumpster pad installation—is just one component of a much larger, comprehensive project that is being coordinated and executed by the same contractor to ensure consistency in quality, timing, and integration across all phases.

Engaging multiple contractors for individual components would not only complicate project management and increase costs but could also create delays and inconsistencies in execution. For that reason, we have chosen to work exclusively with this contractor for the full scope of work, and the attached bid reflects only the portion of the project that qualifies under the CRA Visual Improvement Program for 2025.

We respectfully request that this justification be accepted as reasonable cause for the submission of a single bid.

Legal Description

The property is located at 82 North Atlantic Ave, Cocoa Beach, FL 32931. The Property is 150' x 150' with a total acreage of 0.52. It is located at the southeast intersection of North Atlantic Ave and Second Street North. The parcel ID number 25-37-11-DB-100-19. The taxing district is 26H0 - COCOA BEACH. The property maintains a Religious Exemption and its property use is 7100-Church. The site code is 0340-A1A and the plat book/page is 0009/0011. The land description is Cocoa Beach, 1st ADDN to lots 19, 20, 21 BLK 100. The property was purchased in April of 2021 for \$1,400,000.

Attached Documents

- Bid Documents from Antova Concierge Building Solutions including Scope of work.
- Proof of Ownership
- Notarized and signed CVIP Real Property Owner Consent
- Maintenance Agreement

Back Parking Lot Renovation Estimate

Category	Source of Funds	Estimated Cost
Site Demolition & Drive-Thru Removal, Parking lot repaving & striping, dumpster pad construction, labor and materials	The Pointe Church Capital Improvement Account	\$99,419
Total Estimated Cost	\$99,419	

Current Images of the Parking Lot as of 5/27/2025











Artist Rendering of Completed Back Parking Lot Renovation



Artist Rendering of Completed Exterior Renovation (to begin 2026)



Master Site Plan



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Results

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Estimate Property Taxes

Account: 2517503

[MapView](#)
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Owners:	POINTE CHURCH INC., THE Wrong ownership? Maybe this is why...
Mail Address:	82 N ATLANTIC AVE COCOA BEACH FL 32931
Site Address:	82 N ATLANTIC AVE COCOA BEACH FL 32931
Parcel ID:	25-37-111-DB-100-19
Taxing District:	26H0 - COCOA BEACH
2024 Exemptions:	EXRL - RELIGIOUS Wrong exemption? Maybe this is why...
Property Use:	7100 - CHURCH
Total Acres:	0.52
Site Code:	0340 - A1A
Plat Book/Page:	0009/0011
Subdivision Name:	COCOA BEACH, 1ST ADDN TO
Land Description:	COCOA BEACH, 1ST ADDN TO LOTS 19, 20, 21 BLK 100



Value

Category	2024	2023	2022
Market Value:	\$1,521,560	\$1,508,450	\$1,150,980
Agricultural Classified Use Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$1,392,670	\$1,266,070	\$1,150,980
Assessed Value School:	\$1,521,560	\$1,508,450	\$1,150,980
Homestead Exemption:	\$0	\$0	\$0
Additional Homestead:	\$0	\$0	\$0
Other Exemptions:	\$1,269,001	\$990,826	\$0
Taxable Value Non-School:	\$123,669	\$275,244	\$1,150,980
Taxable Value School:	\$135,114	\$327,937	\$1,150,980

Sales/Transfers

Don't see your sale/transfer here? [Maybe this is why...](#)

Date	Price	Type	Instrument
04/13/2021	\$1,400,000	WD	9086/2328
12/18/2017	\$1,500,000	WD	8060/636
12/05/2011	--	WD	6506/1786
12/01/1993	\$1,200,000	PT	3358/1180
12/01/1984	\$2,000,000	PT	2564/2642
12/01/1973	\$19,000	--	1401/930

Buildings

Wrong building data? [Maybe this is why...](#)

Property Data Card #1

MATERIALS		DETAILS	
Description	Value	Description	Value
Exterior Wall:	STUCCO , PAINTED EXTERIOR	Bldg. Use:	2300 - FINANCIAL INSTITUTION
Frame:	MASNRYCONC	Year Built:	1959
Roof:	BU-TG/MMBRN	Story Height:	12
Roof Structure:	BAR JOIST RIGID	Floors:	2
		Residential Units:	0
		Commercial Units:	1
SUB-AREAS		EXTRA FEATURES	
Description	Square-Foot	Description	Units
Base Area 1st	8,830	Paving - Asphalt	8,718
Base Area 2nd	3,234	Paving - Concrete	370
Carport	1,253		
Open Porch	202		
Total Base Area	12,064		
Total Sub Area	13,519		

18,500
9800

2

PREPARED BY AND RETURN TO
John J. Kabboord, Jr., Esq.
Superior Title Insurance Agency II, LLC
1980 North Atlantic Avenue, Suite 801
Cocoa Beach, FL 32931

WARRANTY DEED

This Warranty Deed made the 13th day of April, A.D. 2021 by

BANANA RIVER REPUBLIC, LLC, a Florida limited liability company and having its principal place of business at 248 Bahama Boulevard, Cocoa Beach, FL 32931, hereinafter called the grantor, to

THE POINTE CHURCH, INC., a Florida non-profit corporation, having its principal place of business at 82 N. Atlantic Avenue, Cocoa Beach, FL 32931, hereinafter called grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

See Exhibit "A", page 2, for the legal description

Parcel Identification Number: 25-37-11-DB-100-19/2517503 and
Parcel Identification Number: 25-37-11-DC-101-1/2517513

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT to easements and restrictions of record.

TO HAVE AND TO HOLD, the same in fee simple forever.

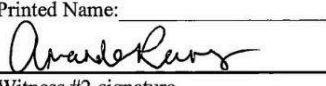
AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its company seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

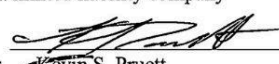

Witness #1-signature
KAREN HAINES

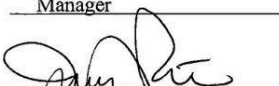
Printed Name: _____


Witness #2-signature
Amanda Reeves

Printed Name: _____

BANANA RIVER REPUBLIC, LLC, a
Florida limited liability company

By: 
Name: Kevin S. Pruett
Its: Manager

By: 
Name: Jeremy L. Pruett
Its: Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of April, 2021, by KEVIN S. PRUETT and JENNY L. PRUETT, as Manager of BANANA RIVER REPUBLIC, LLC, a Florida limited liability company, ☒ who are personally known to me or ☐ who has produced _____ as identification.



Karen Haines
Notary Public, State of Florida
Name: KAREN HAINES
(Please print or type)

Commission Number: _____
Commission Expires: _____

EXHIBIT "A"

Lots 19, 20 and 21, Block 100, First Addition to Cocoa Beach, according to the plat thereof, as recorded in Plat Book 9, Page(s) 11, of the Public Records of Brevard County, Florida.

and

Lot 1, Block 101, Second Addition to Cocoa Beach, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Brevard County, Florida, less and except the West 10 feet thereof, as conveyed in Official Records Book 568, Page 185, Public Records of Brevard County, Florida.

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

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

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

DATE this 27th day of May. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

This 27th day of May by Ginger Sullivan.

NOTARY SEAL:

[Signature]

Notary Public, State of Florida

My commission expires: 9/18/2028



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

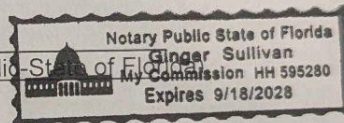
[Signature]
Signature of Applicant

05/27/25
Date

STATE OF FLORIDA
COUNTY OF Beard

The foregoing instrument was acknowledged before me this 27 day of may, 2025, by Ginger Sullivan (name of person acknowledging).

[Signature]
(Signature of Notary Public)



(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification X

Type of Identification Produced Driver License

AFFIDAVIT OF AUTHORIZATION

STATE OF: Florida

COUNTY OF: Brevard

BEFORE ME this day personally appeared Derek Howell, whose address is 82 N Atlantic Ave Cocoa Bch, and who is authorized to act on behalf of The Pointe Church (corporation or partnership, if applicable), who after being duly sworn upon his/her oath, says as follows:

1. I am the owner of, or have ownership interest in, property located at 82 N Atlantic Ave Cocoa Bch (address) and having a legal description of:

2. As owner of the above described property, I hereby authorize the agent (Agent) Gary Kuge to pursue a request for zoning and/or building/planning review within the City of Cocoa Beach, Florida. As Owner, I further authorize City Staff, as necessary, reasonable right of entry to the subject premises, for review purposes, based upon application to the City.

FURTHER AFFIANT SAYETH NOT.

[Signature]
(Signature of Affiant)

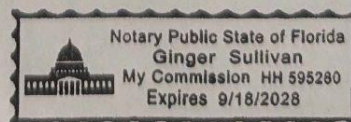
Derek Howell
(Print Name)

Its: owner
(Title, if applicable)

SWORN TO and subscribed before this 28th day of May, 2025

by Derek Howell who is personally known to me or who produced Driver License as identification.

[Signature]
NOTARY PUBLIC, State of Florida
Commission Expires: 9/18/2028



ESTIMATE

ANTOVA "Concierge Building
Solutions"
1382 Vestavia Circle
Melbourne, FL 32940

tina@antovaluxury.com
+1 (321) 302-1893
www.antovaluxury.com



Bill to
The Pointe Church
82 N. Atlantic Avenue
Cocoa Beach, FL 32931

Ship to
The Pointe

Estimate details

Estimate no.: 100511104
Estimate date: 01/14/2025

#	Product or service	Description
1.	Project Description & Location	The Pointe Church, located at 82 N. Atlantic Avenue, Cocoa Beach, FL 32931. Bank teller parking lot demolition (south parking) and new surface.
2.	Services	Mobilization
3.	Services	Temporary Fencing. 200LF with 2 access gates installed on dirt and asphalt.
4.	Services	Demolition of concrete slab/excavate for new 6" slab; form and pour concrete slab.
5.	Services	Mill butt joints at end of parking lot to tie into new asphalt. Flush, sweep and clean prior to paving
6.	Services	855 SY of 1.25" SP 9.5 asphalt overlay
7.	Services	Tack coat
8.	Services	Striping (per new layout plan)
9.	Services	Form and pour dumpster pads (walls and gates by others)
10.	Project Management	Project management, oversight, includes scheduling, coordination, communications with designated church staff.
11.	GL/P&OH	General Liability, Workers' Compensation; 10%
12.	Clarification	Does not include electrical, plumbing, engineering drawings, sods/landscaping, MSDS reporting, clearing/hauling of debris, power

based upon all on site excavated material being suitable for structural fill and stabilization. Standard exclusions apply: connection charges, fees, bonds, testing permits; meter or meter fees; engineering or geotechnical, relocation of any existing utilities, electrical and underground utilities, rock excavation, dust control, landscaping and irrigation, tree relocation, providing and installing tops, any landscape berms, tree protection, any grassing, tree protection fencing or barrier, tree pruning or trimming required by certified arborist, installation of new signs, or sign relocation, decorative signs or posts, underground utility work or patching or restoration associated with underground utility installation, erosion control and associated fees and permits, handrails concrete building foundations, any brick pavers or leveling sand, colored concrete, well grouting or abandonment, dewatering of footers or foundations, dumpster pad screen, walls or gates; any retaining wall work, any time which are not specifically described in this proposal.

Total	\$99,419.00
-------	-------------

Accepted date

Accepted by

BP-23-1132

BLDG - Building Permit

View More

Details

Workflow

Attachments 10 (/#/explore/records/21846/files)

(/#/explore/records/21846/details)

(/#/explore/records/21846/524253)

Show Workflow



Permit Issuance

Issued

Building Permit

Auto-Issued by

Date Expires

Date Issued



Record Workflow

Dec 16, 2023

Jun 19, 2023

Reissue



PERMIT

CITY OF COCOA BEACH

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

Application Number
Application pin number

Property Address

Parcel ID:

Application type description

Subdivision Name

Property Use

Property Zoning

Application valuation

Owner

The Pointe Church
82 N Atlantic Avenue Cocoa Beach FL 32931
321-302-1893 tina@antovaluxury.com

Subcontractor

Description of Work: Remove and replace damaged fire alarm panel

BP-23-1132

BP-23-1132

82 ATLANTIC AV N

2517503

Fire Protection System

COCOA BEACH, 1ST ADDN TO

13,390

Date

June 19, 2023

Contractor

Wiginton Fire Systems
Danny Harrod
699 Aero Lane
Sanford FL 32771
407-509-9457
EF20000358

BP-22-2473

BLDG - Building Permit

View More

Details

Workflow

Attachments 48 (/#/explore/records/18355/files)

(/#/explore/records/18355/details)

(/#/explore/records/18355/428706)

Show Workflow



Permit Issuance

Issued

Building Permit

Auto-Issued by

Date Expires

Date Issued



Record Workflow

Aug 12, 2023

Feb 13, 2023

Reissue



PERMIT

CITY OF COCOA BEACH

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

Application Number

BP-22-2473

Date

February 13,
2023

Application pin number

BP-22-2473

Property Address

82 ATLANTIC AV N

Parcel ID:

2517503

Application type description

Alterations

Subdivision Name

COCOA BEACH, 1ST ADDN TO

Property Use

Property Zoning

Application valuation

452,000

Owner

The Pointe Church

82 N Atlantic Avenue Cocoa Beach, FL 32931

8506930002 pastorderek@thepointe.online

Contractor

ANTOVA LLC

Paul Metz

1382 Vestavia Circle

Melbourne, FL 32940

321-302-1893

CBC 058214

Subcontractor

Ashley Richards

Tight Lines Electric LLC

ER13015589

3216148158

Description of Work: "AUDITORIUM" Remodel as notated on plan drawing by dashed lines; Refer A0.1

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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Derek Howell, herin referred to as "Property Owner" and "GRANTEE"; located at 82 N Atlantic Ave, Cocoa Beach FL, 32931.

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 82 N Atlantic Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-11-DB-100-19, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

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

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

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

B. CRA

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

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

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

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

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

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

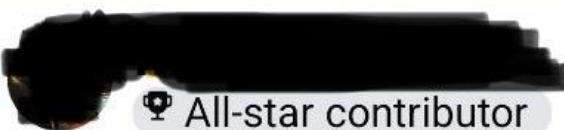
COUNTY OF BREVARD

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

Notary Public, State of Florida

the
POINTE
CHURCH



 All-star contributor Aug 18 · 🐾



So my tongue in cheek post about the clearly not rapid building of The Surf spawned some interesting and sometimes disturbing comments. For those of you decrying that it doesn't fit the local area and isn't attractive, can I ask you which one of these two buildings you would rather have? One is certainly "authentic" Cocoa Beach.









KEEP OUT

the POINTE CHURCH

BEACH PARKING





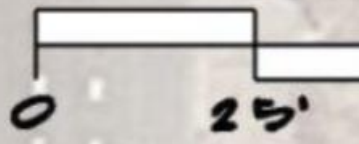


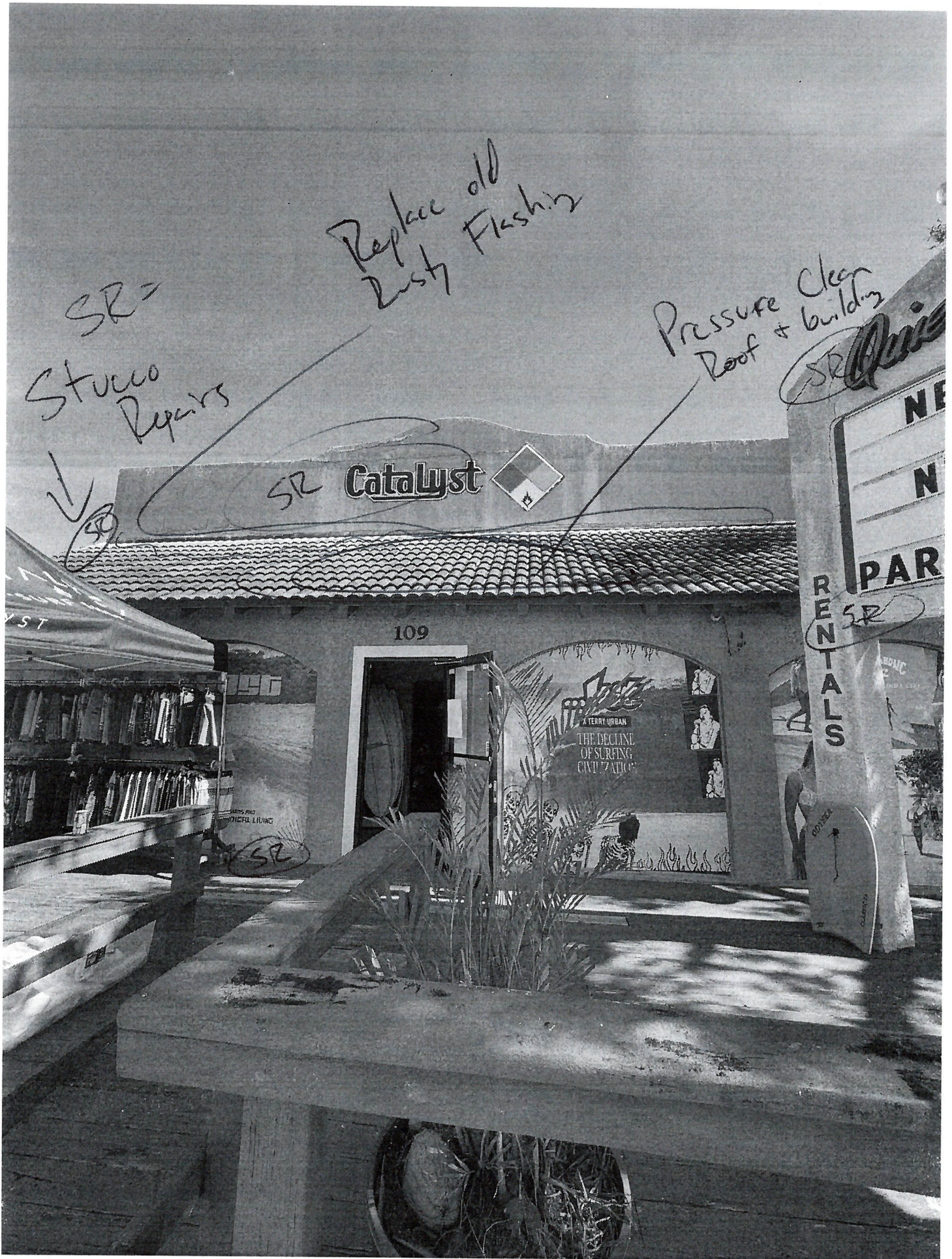














Community Redevelopment Agency (CRA)

Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

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

TIME FRAME:

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

PROPERTY/BUSINESS REQUIREMENTS:

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

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

REQUIREMENTS:

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

INELIGIBLE PROPERTIES:

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

APPLICANT REQUIREMENTS:

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

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

APPLICATION CHECKLIST:

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

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

Total Applicant Funds: _____ Total Anticipated Grant Request: _____

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

Next page

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

- Front Deck. Sinking boards. Splintering lumber. Tripping hazards.
- Stucco. Several cracks visible from Road
- Flashing above tile Roof. ~~several~~ Super Rusty + leaks.
- Paint building
- Pressure Wash Tile⁵ Roof + building

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

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

They should all be pretty long lasting. Staining the deck will help.

5. Current Number of Employees: Full-Time 3 Part-Time 3 Contract 0
Number of Employees (Post Project Completion) Full-Time 3 Part-Time 3

Contract _____

Number of Construction Workers for Project: _____

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

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
Stucco		\$ 5,100
Flashing Repair		\$ 3,995
Deck	1	\$ \$2,302.18
Pressure Wash		\$ 700-
Paint		\$ 8,860.00
		\$
		\$
Total Project Budget		\$ 20,957.18

The rest of this page is intentionally left blank.

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

APPLICANT INFORMATION

Applicant's Name: Catalyst

Applicant's Corporate Name: MRMB Holdings One

Applicant's Corporate Business Address: 109 N Orlando Ave

Name of Business at Project Address: Catalyst

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

Federal Tax ID Number or Social Security Number: 20-8154246

Applicant's Phone Numbers: 321-728-2960 Business 727-415-6706 Cell

Applicant's Email Address: Eric@catalystshop.com

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

PROPERTY INFORMATION

Property Owner's Name: James Leasure

Property Owner's Mailing Address: 20 Yawl Dr
Cocoa Beach, FL 32931

Property/Project Address: 109 N Orlando Ave
Cocoa Beach, FL 32931

Alt Number(s): _____

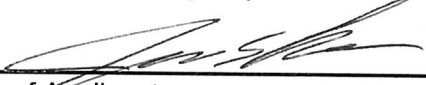
Name of Tenant(s): MRMB Holdings One

Lease Expiration Date: 4/1/25 Option to Extend: ☒ Yes ☐ No How Long: 7 Years

Property Manager: _____ Phone: _____ Email: _____

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

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



Signature of Applicant

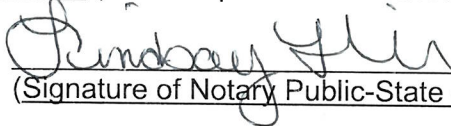
3.25.25

Date

STATE OF FLORIDA

COUNTY OF Brevard

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


(Signature of Notary Public-State of Florida)

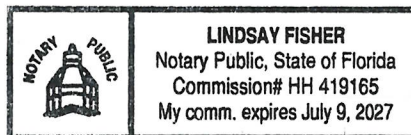
(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification X

Type of Identification Produced

FLDL



LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

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

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA
COUNTY OF BREVARD

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

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

DATE this 3/25/25 day of _____. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

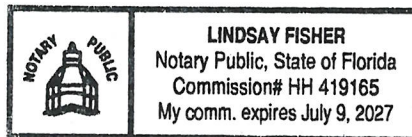
This 25th day of March by Lindsay Fisher

NOTARY SEAL:

[Signature]

Notary Public, State of Florida

My commission expires: July 9, 2027



AMENDMENT TO COMMERCIAL LEASE AGREEMENT This Amendment is made and entered into as of [Date], by and between James Leasure, a ("Landlord"), and MRMB Holdings One, ("Tenant"), with reference to the following: WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement dated April 1st 2018 for the premises located at 109 N Orlando Ave Cocoa Beach, FL 32931.

WHEREAS, Landlord and Tenant desire to amend the Lease to provide the Tenant with two (2) additional options to extend the term of the Lease, each for seven (7) years, under the terms and conditions hereinafter set forth which together shall constitute one and the same instrument. IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD:  By: James Leasure

MRMB Holdings One

TENANT: 

By: Eric Kroungold Name: Title: Secretary

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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and James Leasure, herin referred to as "Property Owner" and "GRANTEE"; located at 109 N Orlando Ave, Cocoa Beach FL, 32931.

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 109 N Orlando Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-11-DC-101-19, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

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

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

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

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Twenty-Five Thousand Dollars (\$ 25,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

City of Cocoa Beach
Downtown Community Redevelopment
Agency
Attn: City Manager
2 S Orlando Ave
Cocoa Beach, FL 32931

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

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

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida





CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
June 5, 2025

A. MEETING CALLED TO ORDER

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

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.)

MOTION BY

Hutcherson/Tumulty I MOVE TO
APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. SPECIAL PRESENTATIONS

Mayor Capizzi, congratulated Ms. Mackenzie, a young resident, who was one of the two winners of the FDOT Bicyclist drawing contest for Roosevelt Elementary. The city celebrated Ms. Mackenzie's artwork and noted how it was a contribution to our community and promoted bicycle safety and creativity. She was in attendance with her family.

1. City of Cocoa Beach 100th Birthday Proclamation

Mayor Capizzi read the proclamation and declared June 5th, 2025 the 100th Birthday of the City of Cocoa Beach.

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.

- Ms. Janice Scott spoke about the historical presence of the City of Cocoa Beach, including the height and destiny fights to keep Cocoa Beach the city it currently is. Ms. Scott encouraged the residents to continue to fight the battle.
- Mr. Bill Talbot inquired about the 3-meter diving board as he had not heard back

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
June 5, 2025

about the item.

- Vice-Mayor Williams noted it was a risk issue and would not be able to go forward.
- Commissioner Tumulty noted that teams and other organizations could benefit from the 3-meter diving board. He mentioned his support for the diving board.
- Mr. Talbot noted the training and benefits for a 3m program.
- Mayor Capizzi requested that this is something to sit down and talk about.
- Commissioner Tumulty mentioned risk management, but we shouldn't hold back for money reasons.
- Acting City Manager, A.J. Hutson, spoke about the city's liability insurance, FMIT. He noted that their guidance was to be cautious due to their historical experience with diving boards. He stated the liability and unauthorized use as it would attract young people. He cautioned about going with the Florida League of Cities insurance program recommendations. While the diving board sponsor would add the city as a named insurer, that does not stop potential lawsuits.
- Mayor Capizzi would like to continue the discussion.

E. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Hutson, Acting City Manager, noted that he had been working with staff and had joined the organization with ease. He discussed the upcoming workshop and informed the Commission that staff would be conducting a mock hurricane preparation drill the following week. Chief Grimes would lead the entire drill and outline expectations for staff participation.

Mr. Hutson thanked Ms. Carrie Lombardo, Executive Assistant, for her assistance with the 100-Year Celebration.

He reminded everyone that it was Vegetation Growth Season and reported that crews would be addressing overgrown areas throughout the city. He encouraged anyone who noticed an area needing attention to notify staff so it could be addressed.

He also reported that crews were completing the final punch list walk-through for the new City Hall.

Mr. Hutson mentioned the need to establish fees, as well as terms and conditions, for use of the City Hall property. While the faculty use would be processed through the Special Events Committee, he requested guidance on distinguishing between resident and non-resident use. Additionally, he noted that parking spaces within the City Hall complex would be marked for both staff and visitor use.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

CITY OF COCOA BEACH
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No city attorney reports.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

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Vice-Mayor Williams inquired about the parking located under the building. He stated that he was comfortable with the City Manager making the final determination regarding its use. He also raised the issue of community room usage and the need to differentiate between resident and non-resident groups, including clubs and non-profits. He suggested this be added as a discussion item for a future meeting.

Mr. Hutson noted that rental fees for other city facilities already vary. The Commission discussed the existing fee schedules, and the consensus was to allow residents to pay a lower rate than non-residents.

Commissioner Tumulty stated that city-sponsored events, such as Art Fest and Friday Fest, should not be charged additional fees for using City facilities. He emphasized that spaces like the community room or bandshell should be available for these events. He also brought up the topic of parking passes and asked the Commission to consider allowing Cocoa Beach teachers and school staff to purchase parking passes at the resident rate.

Mayor Capizzi expressed agreement with Commissioner Tumulty regarding event access to City facilities if it falls under the allotted events.

Commissioner Jackson expressed enthusiasm and support for Mr. Hutson serving as Acting City Manager.

Mayor Capizzi also raised concerns about the transition of 1st Street North from 90-minute to paid parking. He requested that the street revert to 90-minute parking to better support nearby businesses. Commissioner Tumulty agreed with the Mayor's recommendation and suggested that the Commission should review parking fees as part of the discussion. He noted that Cocoa Beach's parking rates are currently below average. Commissioner Williams inquired about the specific number of spaces and the area impacted. He stated he would support reverting those spots back to 90-minute parking.

H. CONSENT AGENDA

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

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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

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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

MOTION BY WILLIAMS/TUMULTY

I MOVE TO ACCEPT THE QUIT CLAIM DEED FROM BREVARD COUNTY SCHOOL BOARD

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY WILLIAMS/TUMULTY

I MOVE TO DISCUSS

Vice-Mayor Williams addressed the salary analysis provided by the city manager search firm. He referenced the regional salary ranges and stated that Cocoa Beach was in a unique situation. He confirmed that the Commission had agreed to allow the future City Manager to reside anywhere within Brevard County. He explained that salary would ultimately be determined based on qualifications and negotiations, and that a range should be included in the recruitment brochure. He recommended setting the salary range at \$160,000 to \$235,000 per year and noted that City staff would handle the contract negotiations.

Mayor Capizzi referred to the firm's recommended range of \$140,000 to \$190,000 and

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expressed his agreement with that figure.

Commissioner Tumulty cautioned against selecting the lowest possible salary,

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emphasizing that "you get what you pay for." He explained the responsibilities of the City Manager, noting that most residents may not fully understand the role, which involves 24/7 oversight of the entire City and its departments. He stressed that compensation should reflect the caliber of professional the City is seeking.

Ms. Becky Vose, City Attorney, commented on the professionalism of Mr. Colin Baenziger and read an email exchange between him and Vice-Mayor Williams regarding appropriate salary recommendations.

Commissioner Tumulty recalled previous City Managers and highlighted the importance of including benefits such as a car allowance to avoid the perception that Cocoa Beach is not competitive or appealing.

Commissioner Jackson asked Vice-Mayor Williams how he arrived at the upper limit of \$235,000. Vice-Mayor Williams responded that he had discussed the matter with Ms. Vose and reviewed compensation from other municipalities. He further shared that his initial preference was \$240,000, but he lowered the amount to emphasize the importance of candidates wanting the job for more than just financial gain.

Mayor Capizzi stated that the salary had not been the reason for the departure of previous City Managers. He added that if the Commission were to approve a salary up to \$200,000, the City Manager should be required to live within Cocoa Beach city limits.

The Commission then engaged in a broader discussion regarding residency requirements. Some members expressed concerns about mandating residency, while others saw value in requiring the City Manager to live within the community.

Commissioner Tumulty remarked that the current Commission was fortunate to already live in Cocoa Beach and acknowledged that it would be difficult to afford to move there under today's housing market conditions.

Commissioner Jackson expressed understanding of the Mayor's viewpoint but suggested that while residency in Cocoa Beach should be preferred, it should not be required, emphasizing flexibility in attracting qualified candidates.

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE SALARY RANGE FROM \$160,000 - \$235,000 PER YEAR.

- Ms. Janice Scott addressed the Commission regarding the proposed salary range for the City Manager position. She noted that the cities being used for comparison were significantly larger than Cocoa Beach and expressed concern about allowing a City Manager to live too far from the community. She stated that the City Manager does not need to have in-depth knowledge of every department

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and also pointed out that homeownership should not be a requirement for the position. She urged the Commission to reconsider their stance on residency and

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salary expectations.

Following her comments, the Commission and Ms. Vose clarified the population sizes of the cities referenced in the earlier discussion to provide context for the comparisons.

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

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

MOTION BY WILLIAMS / TUMULTY

I MOVE TO ACCEPT THE AGREEMENT WITH FPL

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson inquired about Minutemen Cswy. for lighting. He wanted to understand the plan.

Commissioner Tumulty inquired what was being suggested for Minutemen Cswy. It was clarified as to what is being asked and clarification for what the plan would be.

Mr. Brad Kalsow, Public Works/Water Reclamation Director confirmed that the project was not funded in FY 25 but was added to the projected budget for FY 26.

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE THE FPL EASEMENT

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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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.

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Staff Representative: Brad Kalsow, Water Reclamation and Public Works
Director, Wes Mullins, Chief of Police
Recommendation: Approve

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE REPLACEMENT ROOFTOP UNIT FOR THE POLICE DEPARTMENT.

Mayor Capizzi inquired about the age of the rooftop unit. Vice-Mayor Williams noted the unit's location at the Police Station. Mayor Capizzi also asked whether the proposal included a warranty. Mr. Kalsow stated that the current proposal did not specify a warranty, but he would reach out to the vendor to inquire.

The Commission discussed the importance and benefits of having a warranty. Mr. Kalsow reiterated he would follow up with the company to see what warranty options might be available.

Vice-Mayor Williams asked about the number of quotes received for the replacement. Discussion followed regarding the Commission's preference for obtaining three bid proposals before making a final decision. Mr. Kalsow informed the Commission that three out of four coils were currently failing and staff was making efforts to maintain the system temporarily.

Mayor Capizzi emphasized the importance of obtaining multiple bids and warranties, comparing the City's purchasing practices to managing one's own home. Mr. Kalsow confirmed that the cost would appear in the proposed budget for FY 2026.

Commissioner Jackson spoke in support of moving forward with the proposal while also exploring available warranty options.

Mr. Kalsow also presented the option to repair or replace the coils, which could reduce the lead time for a fix.

Commissioner Tumulty inquired whether the AC system currently failing was the same unit discussed previously. Mr. Scott Maxim, Project Director, confirmed that the system had experienced issues since the building's completion. Chief Wes Mullins further noted that the AC had been inconsistent for the past two years and reiterated that it had been a persistent problem.

Commissioner Hutcherson emphasized the need for better planning to avoid emergency spending situations.

Following further discussion, Commissioner Tumulty withdrew his second, and Vice-Mayor Williams withdrew his motion to approve the replacement.

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WILLIAMS/HUTCHERSON

MOTION STAFF GET 3 BIDS TO DO THE QUALITY ANALYSIS TO BRING BACK TO

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THE COMMISSION WITH THE RECOMMENDATION EARLIEST MEETING.

Vice-Mayor Williams elaborated on air conditioning systems, highlighting ways to improve efficiency and preserve refrigerant.

Mr. John Dillon suggested the possibility of re-coating the AC system and supported obtaining three competitive bids.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Tumulty inquired about preventive maintenance programs. Mr. Kalsow responded that there are programs in Public Works and Water Reclamation.

Mayor Capizzi emphasized the importance of implementing checklists as part of maintenance practices.

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

M. ADJOURNMENT

The meeting was adjourned at 8:07 pm.

X

Karin Grooms
City Clerk

X

Keith Capizzi
Mayor

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

June 19, 2025

REQUESTED MOTION/ACTION

Resolution No. 2025-10 A Resolution OF THE CITY COMMISSION OF the City of Cocoa Beach, Florida, pursuant to subsection (11), Section 13.5-38, "Exemptions" of Article III, "Exemptions", of Chapter 13.5, "Noise"; providing findings; allowing an exception to the city's noise ordinance for certain concrete pours at 1300 N. Atlantic Avenue, in order to maintain appropriate construction standards and safety at times not otherwise allowed under the city code AND PROVIDING AN EFFECTIVE DATE.

This is a Noise Resolution Exception - Allowing an exception to the city noise ordinance for certain concrete pours at 1300 N. Atlantic Avenue, in order to maintain appropriate construction standards and safety at times not otherwise allowed.

Staff Representative: David Dickey, Development Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

NA

BACKGROUND:

Currently, Chapter 13.5 of City Code provides an exception to provisions of the City Noise Ordinance for construction activity between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday, and between 10:00 a.m. and 8:00 p.m. on Sunday.

Subsection (11) of said Section provides for an exemption to the Noise Ordinance for: (11) Noises during times and/or at locations as specifically designated by resolution of the city commission upon request to the city commission and upon good cause shown;"

The City Building Official has informed the city commission it would be appropriate to allow an exception to the City's noise ordinance relating to construction noise to allow continuous concrete pours at 1300 N. Atlantic Avenue (Westin) on days and hours not otherwise allowed in order to ensure appropriate construction standards and ensure the safety and welfare of the construction workers as well as the public. The resolution specifically authorizes exceptions to the City noise ordinance relating to continuous concrete pours at 1300 N. Atlantic Avenue as approved by the City building official.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, PURSUANT TO SUBSECTION (11), SECTION 13.5-38, "EXEMPTIONS" OF ARTICLE III, "EXEMPTIONS", OF CHAPTER 13.5, "NOISE"; PROVIDING FINDINGS; ALLOWING AN EXCEPTION TO THE CITY'S NOISE ORDINANCE FOR CERTAIN CONCRETE POURS AT 1300 N. ATLANTIC AVENUE, IN ORDER TO MAINTAIN APPROPRIATE CONSTRUCTION STANDARDS AND SAFETY AT TIMES NOT OTHERWISE ALLOWED UNDER THE CITY CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subsection (2) of Section 13.5-38, "Exemptions", of Article III, "Exemptions", of Chapter 13.5, "Noise" of the Cocoa Beach City Code provides an exception to the provisions of the City's Noise Ordinance prohibitions for "(2) Construction operations between 7:00 a.m. and 8:00 p.m. Monday through Saturday, and between 10:00 a.m. and 8:00 p.m. on Sunday, for which building permits have been issued, or for construction operations not requiring permits due to the scope of work or ownership of the project; provided all equipment used in the construction operations is operated in accordance with the manufacturer's specifications and with all standard equipment, manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition"; and

WHEREAS, Subsection (11) of Section 13.5-38, "Exemptions", of Article III, "Exemptions", of Chapter 13.5, "Noise" of the Cocoa Beach City Code provides an additional exception to the provisions of the City's Noise Ordinance prohibitions for: "(11) Noises during times and/or at locations as specifically designated by resolution of the city commission upon request to the city commission and upon good cause shown;" and

WHEREAS, the Building Official of the City of Cocoa Beach has informed the City Commission that it would be appropriate to allow an exception to the City's noise ordinance relating to construction noise to allow concrete pours at 1300 N. Atlantic Avenue on days and hours not otherwise allowed under the City's Noise Ordinance in order to ensure appropriate construction standards and ensure the safety of the final construction product to avoid concrete "cold joints" which could ultimately fail creating a potential collapse of the finished structure; and

WHEREAS, the City Commission of the City of Cocoa Beach finds that it would be in the best interest of the citizens of the City of Cocoa Beach to allow an exception from the City Noise Ordinance to allow continuous concrete pours at 1300 N. Atlantic Avenue as and when recommended by the Building Official.

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

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

SECTION 2. That the City Commission of the City of Cocoa Beach, pursuant to City Code Section 13.5-38 (11) hereby provides an exception from the City's Noise Ordinance relating to continuous concrete pours at the construction project at 1300 N. Atlantic Avenue when specifically authorized by the City Building Official.

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

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

Adopted this 19th day of June, 2025.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms
City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation
Wes Mullins, Chief of Police

MEETING DATE

June 19, 2025

REQUESTED MOTION/ACTION

Approve the replacement Rooftop Unit (RTU) HVAC system for the Police Department in the amount of \$50,390 from Southeast Services of CFL, Inc. Four proposals were received for this unit. Southeast Services performs work for the City of Cape Canaveral, Brevard County School Board and Port Canaveral among others. 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. Funds may need to be budgeted in FY26 due to long lead time on unit.

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.

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 a long 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/November.

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.

Upon City Commission direction, we were asked to get more proposals for this unit. All four proposals for this unit have been attached for Clarity.

City of Cocoa put me in touch with Dittmer.

Cape Canaveral Hospital put me in touch with Schwenn.

City of Cape Canaveral & Brevard County School Board put me in touch with Southeast.

We also reached out to City of Satellite Beach, Rockledge and Melbourne. We didn't hear back from them in time to inquire about what companies they use for services.



Southeast Services of CFL, Inc.

CGC-1516907 CMC-1249691 CMC-1250273 CCC-1326536

Date: June 12, 2025

To: Brad Kalsow

Project: Replacement of RTU-1 at Cocoa Beach Police Department

Drawings: N/A

Specifications: Match existing

Addenda: N/A

Schedule: TBD

Southeast Services of CFL, Inc. proposes to provide and install the material and equipment listed below for the following price **\$50,390.00**

Note: The east parking lot will need to be empty for the morning when the rooftop unit is replaced. The crane will need to setup in that parking lot. Note, rooftop unit will be done for the day for the replacement, and it is assumed that the work will be completed M-F 7-3:30.

We specifically include the following:

- Demo and remove one (1) Tempmaster 17.5-ton rooftop unit
- Furnish and install one (1) factory provided curb adapter
- Furnish and install one (1) Tempmaster 17.5-ton that matches the existing
- Disconnect and reconnect existing electrical and controls
- Provide unit with a full sea coast coating to help with the salt corrosion
- Lifting and hoisting required for HVAC work
- HVAC permit – No Costs for permit added
- Submittals
- Operation and maintenance manuals
- One year warranty
- Start-Up

We specifically exclude the following:

- Bid bond and payment / performance bond
- Cleaning of equipment and or ductwork
- DDC controls and all associated components and labor – It is assumed that we are able to disconnect and reconnect existing controls and that there is no need for any control's contractor
- Fire protection
- Interlock to fire alarm system and connecting smoke detectors to fire alarm system.
- Inspection of existing duct for mold and / or mildew or any signs of moisture intrusion and replacement of any damaged or contaminated duct



Southeast Services of CFL, Inc.

CGC-1516907 CMC-1249691 CMC-1250273 CCC-1326536

- Painting of ductwork or equipment
- Premium Time labor
- Sound and vibration testing in reference to our scope of work
- Structural engineering
- Structural steel supports and / or steel curb supports
- Sound abatement for roof mounted HVAC equipment such as sound attenuators, concrete for roof curbs, dry wall enclosures for duct mains, sound insulation, etc
- Temporary facilities and utilities
- Upgrades for mechanical and or building codes
- Warranty and/or repair of existing HVAC equipment and/or control

Other Qualifications:

- Our quotation is based on current construction material and energy costs but due to the volatility of construction material and energy costs our quoted price or contract sum will be equitably adjusted for cost increases and will be documented by quotes and invoices from reputable sources.
- Our proposal assumes that your firm and Southeast Services of CFL, Inc. can come to a mutual agreement based on contract terms.
- Our proposal assumes that normal working hours will prevail.
- We will not be responsible for payment for any unauthorized subcontractor to perform any work associated with our scope of work.
- We will not agree to contracts including subrogation or primary noncontributory language.
- We will not agree to contracts including "Broad Form" indemnification agreements. We will agree to indemnify other parties only for liabilities resulting from Southeast Services of CFL, Inc. own negligence (or portion thereof).
- Upon acceptance of this proposal, all portions of this submission of bid shall become an exhibit or attachment of contract.
- The price / prices contained within this proposal are good for 30 days and if this proposal is accepted, the proposal in its entirety will become part of the contract and will be added as an attachment or exhibit to the contract.



Southeast Services of CFL, Inc.

CGC-1516907 CMC-1249691 CMC-1250273 CCC-1326536

Terms and Conditions:

Payment will be due within 30 days of invoicing by Southeast Services of CFL, Inc. Customer will be liable for Southeast Services incurred attorney's fees and collection cost attributable to customer's non-payment, plus 1 ½ interest on unpaid balance due to Southeast Services. This proposal is valid for a period not to exceed 30 days from the date of this proposal.

Please sign below indicating your notice to proceed and acceptance of this proposal. Once received by our office via fax or mail, we will proceed with equipment and material ordering as well as scheduling of work.

Signature

Date

Title

Thank you for the opportunity to quote this project. Should you have any questions, or if I can be of further service, please feel free to call.

Sincerely,

Jacob McCarver
Southeast Services of CFL, Inc.



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@cityofcocoa beach.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 Packaged unit. • 230/3/60
- Heavy Gauge Galvanized Steel Insulated Casing
- DX Coil w/ Copper 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 Guard
- Curb Adapter
- VAV Control w/ VFD



- 1 year parts warranty, 5 year compressor



Engineered Cooling Services SERVICE PROPOSAL

- 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



Engineered Cooling Services SERVICE PROPOSAL

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 charge 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 is 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 or 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: _____



Dittmer Air & Heat, LLC
 CAC1814984
 4105 Pine Tree Place
 Cocoa, FL 32926

Phone: (321) 637-0170
 Fax: (321) 877-4594
 Info@DittmerAirAndHeat.com
 www.DittmerAirAndHeat.com

Bill to
City of Cocoa Beach PD
 85 S Orlando Ave
 Cocoa Beach, FL 32932

Ship to
City of Cocoa Beach PD
 85 S Orlando Ave
 Cocoa Beach, FL 32932

Quote #: q29270

Quote Expiration Date: 7/11/2025

QUOTE MUST BE APPROVED BY AUTHORIZED PERSONS IN ORDER TO
 MOVE FORWARD WITH WORK. PARTS WILL NOT BE ORDERED UNTIL
 APPROVED.

Item	Description	Quantity	Price	Amount
02.4.1 Commercial HVAC Sales	Commercial HVAC System Sales and Installation of 17.5 Ton York RTU System to include the following: Model#KV18C0CH2E3AAHL2C1 - 17.5 Ton, York SunChoice Single Packaged R-454B Air Conditioner, Four Stage Compressor Operation, Standard Efficiency, Bottom Duct, 208/230-3-60, 5 kA Standard SCCR, 5 HP Medium Static Belt Drive Blower • VAV Controller with VFD • Economizer w/Barometric Relief with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511) • 2" Pleated Filters (MERV 8) • Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. • HACR Circuit Disconnect • Phase Monitor • Epoxy Polymer Coating Condenser Coil • Copper tube/Aluminum fin evaporator coils • Refrigerant Detection System • Modulating Hot Gas Reheat • Standard Cabinet • Stainless Steel Drain Pan - 25 kW Electric Heat, 208/230V - Single Enthalpy / Reheat Humidity Sensor - Field Installed Electric Heat Power, 17.5 Ton, 208/230V, 25kW, circuit breaker or disconnect - Will hook up existing controls, York controls tech may be needed once installed - Permit Fee - Crane Fee	1	\$57,526.26	\$57,526.26



Dittmer Air & Heat, LLC
 CAC1814984
 4105 Pine Tree Place
 Cocoa, FL 32926

Phone: (321) 637-0170
 Fax: (321) 877-4594
 Info@DittmerAirandHeat.com
 www.DittmerAirAndHeat.com

Item	Description	Quantity	Price	Amount
	- 1 days for installation - All labor, parts and materials necessary for a complete and professional installation per manufacture specifications and building codes. Warranty comes standard with 1-year Dealer Labor warranty, 1-year parts and 5-year compressor manufacture warranty. Extended warranty options are available please ask for pricing. Lead time/availability: Currently Factory build product with 21-23 week lead time, availability is subject to change upon quote acceptance. Upon approval there will be a 50% Deposit required in the amount of \$28,763.13 for equipment ordering. Upon completion of installation the remaining 50% in the amount of \$28,763.13 will be due upon receipt. If customer is paying with a credit card, please be aware that a 3% credit card processing fee will apply to the total. To avoid this fee customer may pay with cash/check.			

Subtotal:	\$57,526.26
Tax:	\$0.00
Total:	\$57,526.26
Payments:	\$0.00
Balance Due:	\$0.00



Schwenn Services & Contracting, LLC

48 N. Woodland Street
Winter Garden, FL 34787
Phone 407-895-7550
Fax 407-895-7556

Estimate

Date	Estimate #
6/12/2025	25-0266

Name / Address
Cocoa Pilice department Brad Kalsow 78 Jimmy Buffett Mem Hwy Cocoa Beach, Florida

Ship To
Cocoa Pilice department Brad Kalsow 78 Jimmy Buffett Mem Hwy Cocoa Beach, FL

Description	Qty	Rate	Total
Scope of Work: Disconnect existing equipment Coordinate with crane operator to remove rooftop equipment Set new rooftop equipment on curb adapter Seal openings from unit to curb Tie in existing electrical lines Start up and commission system Haul away and dispose of old equipment as per EPA guidelines Provide (1) year parts and labor warranty ** Permit not included ** Fire system work not included ** Any additional work will be quoted separately		0.00	0.00
17.5 ton Jci Package	1	52,633.42	52,633.42
Miscellaneous Materials	1	1,000.00	1,000.00
Service Technician 1 Regular Hours	10	95.00	950.00
Service Technician 2 Regular Hours	20	65.00	1,300.00
30 Ton Crane Service Rental	1	1,700.00	1,700.00
Service Truck Charge	1	50.00	50.00
This Estimate only covers the above scope of work and any unforeseen circumstances will be submitted to customer for further review. This Estimate is only valid for 30 days and subject to the availability of the equipment or materials being ordered All quotes are priced at regular service hourly rates unless otherwise stated. (7:30am-4:00pm) All invoices are due Net 30 Days. All accounts over ten (10) days past due will be subject to a one and one-half percent (1.5%) service charge per month. In the event of any legal actions, Schwenn Services shall be entitled to collect attorney's fees and all costs of collection.			
Total			\$57,633.42

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

June 19, 2025

REQUESTED MOTION/ACTION

Approve Ordinance 1698 on first reading- An Ordinance of the City of Cocoa Beach, Florida, amending Chapter 26.5, "Vacation Rentals", of the Code of Ordinances of the City of Cocoa Beach; revising provisions as to occupancy to prevent the use of vacation rentals as "party houses" and to not include infants under two years of age in the occupant count; and providing for conflicts, codification, severability, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

With the adoption of Ordinance 1621 in June 2018, the city established a framework for the regulation of vacation rentals, to include the requirement to register rental units in the RS-1 district as well as establishing maximum occupancy standards. The requirement to register, as well as the maximum occupancy limit, was extended citywide with the adoption of Ordinance 1695 in March 2025.

It has been brought to the city's attention that due to the current definition of "occupant," the number of visitors at a vacation rental can greatly exceed the maximum occupancy allowed by city code. This is because an occupant is defined as an individual staying "overnight" in a vacation rental unit. This has led to large groups/parties gathering at a vacation rental during the day and/or evening that may negatively impact surrounding residences. To address this, the proposed ordinance revises the definition of an "occupant" to include a person who is at the property for more than 15 minutes at any time of the day.

Furthermore, the proposed ordinance exempts infants under two (2) from being considered an occupant. Families occupying vacation rentals oftentimes include children in this age group (infants), and complaints associated with vacation rentals are generally not attributable to infants.

ORDINANCE NO. 1698

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING CHAPTER 26.5, "VACATION RENTALS", OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; REVISING PROVISIONS AS TO OCCUPANCY TO PREVENT USE OF VACATION RENTALS AS "PARTY HOUSES" AND TO NOT INCLUDE INFANTS UNDER TWO YEARS OF AGE IN THE OCCUPANT COUNT; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds that it is appropriate and needed to make revisions to the existing vacation rental ordinance to revise provisions relating to occupancy to prevent the use of vacation rentals as "party houses" and to not include infants under two years of age in the occupant count for vacation rentals; and

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

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

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

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

SECTION 3. Codification. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Cocoa Beach.

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

SECTION 6. Effective Date. This ordinance shall take effect upon adoption.

Adopted by the City Commission on this _____ day of _____, 2025.

CITY OF COCOA BEACH

Keith Capizzi, Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

Chapter 26.5 VACATION RENTALS

ARTICLE I. IN GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 26.5-2. Findings of facts.

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

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

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

- (12) The cities of Fort Lauderdale and Sarasota have recently adopted vacation rental regulations that provide for the suspension of vacation rental registrations for certain repeat violations of vacation rental ordinances. The city commission of the City of Cocoa Beach finds that it is in the best interest of the residents of and visitors to the city to adopt similar regulations and finds that such regulations are necessary for the public health, peace, safety and welfare of the city, its residents and its visitors.
- (13) It is not the intent of this chapter to allow any use in a condominium or cooperative building that is contrary to the applicable restrictions relating to such condominium or cooperative building.

(14) It is the intent of this ordinance to prevent the use of vacation rentals as "party houses" so that the occupancy of the vacation rental exceeds the allowable occupancy at any time during the day or at night inside the vacation rental or on the grounds of the vacation rental.

Sec. 26.5-3. Definitions.

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

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

Occupant means any person who occupies a vacation rental overnight. The term "occupant" includes the owner, agent, visitor, or any other person present staying overnight at the vacation rental for a period in excess of fifteen (15) minutes, whether or not they are paying for the rental, so long as at least one (1) person at the vacation rental is paying for the rental. Infants under two (2) years of age are not considered to be occupants for purposes of the occupancy caps of this chapter.

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

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

Vacation rental is collectively a vacation rental as defined under Florida Statutes, except for condominium units in Cocoa Beach Towers Condominium, 220 Young Ave, which obtained a transient lodging special exception through Resolution 2008-18.

Vacation rental owner is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the vacation rental owner is not an individual, each and every person who owns twenty (20) percent or more of the equitable interest in the vacation rental shall also be deemed a vacation rental owner. The duties and functions of a vacation rental owner may, at the option of the vacation rental owner, be performed by an agent (sometimes referred to herein as "designated responsible party") of the vacation rental owner, so long as the vacation rental owner notifies the city in writing, on a form provided by the city, of the identity and contact information of such agent, and the specific duties that the agent will be performing for the vacation rental owner. The vacation rental owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set by

resolution by the city commission. At the time of registration or renewal of a vacation rental registration, the vacation rental owner shall be allowed to add up to two (2) additional agents for a vacation rental. Notices as required herein shall be permitted to be served on any one of the agents as designated by the vacation rental owner. The vacation rental owner shall be held responsible for all actions of such designated agent(s) with respect to the applicable vacation rental.

Sec. 26.5-4. Enforcement.

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

Sec. 26.5-5. Appeals.

Any decision of the city manager or his or her authorized designee relating to this ordinance shall be rendered in writing in appealable form, and reviewed by the city special magistrate if a notice by the vacation rental owner or agent is filed with the city clerk within fourteen (14) calendar days after the action to be reviewed. The city clerk shall place the matter on the agenda of the next available meeting of the special magistrate, but no later than thirty-five (35) days after the notice by the vacation rental owner or agent is filed if possible, given the special magistrate's schedule, at which the matter will be reviewed. The decision of the special magistrate shall be final and shall be rendered in writing in appealable form. Such final decision may be reviewed as permitted under Florida law. Appeals of citations issued under this chapter shall be to the special magistrate, which appeal must be filed with the city clerk within fourteen (14) calendar days after the issuance of the citation.

Sec. 26.5-6. Construction of chapter.

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

Sec. 26.5-7. Severability.

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

Secs. 26.5-8 — 26.5-20. Reserved.

ARTICLE II. VACATION RENTAL REGISTRATION

Sec. 26.5-21. Registration required.

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

providing accommodations to fulfil a pre-existing contract as provided hereinafter. Every day of such operation without registration shall constitute a separate violation.

Sec. 26.5-22. Vacation rental registration.

- (a) A vacation rental owner or agent, as applicable, registering a vacation rental with the city shall register said vacation rental through the city or the city's third-party vendor, utilizing the online process stipulated by said vendor.
- (b) A registration form shall include the following submittals:
 - (1) A completed vacation rental registration form which shall include, but not be limited to, an email address associated with the vacation rental to which any and all communications, notifications, notices, or service of citations or other violations can be sent relating to the vacation rental. In all instances when a vacation rental owner and the vacation rental agent are different, an email for each of them shall be included on the vacation rental registration form. For all purposes under this chapter, emails sent to the designated email address(es) shall be conclusively presumed to have reached the vacation rental owner and its agent.
 - (2) Payment of applicable fee.
 - (3) A copy of the vacation rental's current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation.
 - (4) A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.
 - (5) Evidence of the vacation rental's current and active account with the Brevard County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Brevard County Tax Collector.
 - (6) Exterior site sketch. An exterior sketch of the vacation rental facility shall be provided. The sketch shall show and identify all structures, pools, spas, hot tubs, fencing, and uses, including areas provided for off-street parking. For purposes of the sketch, off-street parking spaces shall be delineated so as to enable a fixed count of the number of spaces provided. At the option of the vacation rental owner, such sketch may be hand drawn, and need not be professionally prepared. If the vacation rental is located in a condominium or cooperative building, the exterior site sketch shall only be required to show and identify parking for the specific vacation rental. Such sketch shall be accompanied by documentation that such parking is approved to be used for such vacation rental by the condominium or cooperative documents or otherwise by the condominium or cooperative association.
 - (7) Interior building sketch by floor. A building sketch by floor shall be provided, showing a floor layout identifying all bedrooms, other rooms, exits, hallways, stairways, closets, as applicable. At the option of the vacation rental owner, such sketch may be hand drawn, and need not be professionally prepared.
 - (8) Identity of non-paying occupants and vehicles. A statement as to the names of any non-paying occupants who will occupy the vacation rental overnight when there will be one (1) or more paying occupants at the vacation rental, such as vacation rental owner(s) and family, as well as the number of vehicles to be present as a result of the presence of the non-paying occupants.
 - (9) For vacation rentals located in a condominium or cooperative building, documentation proving that vacation rentals are allowed in the condominium or cooperative building.
- (c) If a registration form is incomplete, the registrant will be notified of the deficiency.

- (d) Vacation rental registrations shall not be issued for a unit within a condominiums or cooperative building that otherwise does not permit such vacation rental use.
- (e) No registration shall be allowed unless and until all citations and fines due to the city related to the vacation rental shall have been paid in full.

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

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

- (1) An increase or decrease in the number of bedrooms in the vacation rental.
- (2) An increase in the maximum occupancy of the vacation rental.
- (3) An increase or decrease in the number of parking spaces, or a change in the location of parking spaces for the vacation rental.
- (4) A change in ownership of the vacation rental.
- (5) A change in the identity or vehicle(s) of non-paying occupant(s).
- (6) A change in the email address associated with the vacation rental.

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

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

A vacation rental registration and/or renewal shall be based upon and valid for one (1) calendar year after the date of registration or renewal.

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

A vacation rental owner must renew its registration annually. No renewal shall be allowed unless and until all citations and fines related to the vacation rental shall have been paid in full.

Sec. 26.5-26. Inspection of vacation rentals.

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

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

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

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

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

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

Secs. 26.5-29—26.5-42. Reserved.

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

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

Secs. 26.5-44—26.5-50. Reserved.

ARTICLE III. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

Sec. 26.5-51. Generally.

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

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

Vacation rentals in the City of Cocoa Beach shall meet the applicable standards under the Florida Statutes, Florida Building Code and the Florida Fire Code and Life Safety Code.

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

- (a) The maximum occupancy of a vacation rental shall be stated in the vacation rental registration form, and shall be limited to the lesser of:
 - (1) Two (2) occupants (as defined herein) per bedroom (as defined herein), plus two (2) occupants.
 - (2) A total of eight (8) occupants per vacation rental.
- (b) The maximum occupancy restriction as set forth above shall not apply when the property is owner occupied by the vacation rental owner.
- (c) Notwithstanding the above, a registered vacation rental, that is in a zoning district other than RS-1 of the city, that was used as a vacation rental as of the effective date of the amendment of this ordinance, (April 17, 2025), may apply for grandfathered status to last for a period of ten (10) years, as to occupancy limitations, and may set its maximum occupancy based upon the following criteria and procedures. Vacation rentals that have an occupancy of eight (8) or less as determined according to section 26.5-53 above will not require grandfathering to maintain that occupancy.
 - (1) A grandfathered vacation rental shall have its maximum occupancy based upon two (2) occupants (as defined herein) per bedroom (as defined herein), plus two (2) occupants, unless through a previously existing arrangement with the city the occupancy had been capped at a lower number of occupants as of the time of application for grandfather status. A change in the number of bedrooms at the vacation rental shall cause such vacation rental to lose its grandfathered status.
 - (2) The vacation rental owner, or agent, as applicable, ("grandfathering applicant"), shall complete a grandfathering application as prescribed by the city, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of the number of bedrooms as herein defined in the vacation rental.
 - (3) The grandfathering application and supporting proof shall be submitted to the city by email or by hand delivery, if at all, by no later than June 17, 2025, for review by city staff, and such staff shall make a written determination as to the maximum occupancy of such grandfathered vacation rental which determination shall be sent by email to the applicant.
 - (4) If the city staff fails to confirm the requested occupancy level, the city shall notify by email the grandfathering applicant of that fact, and the occupancy level that can be approved. Within ten (10) days after such notice, an evidentiary hearing may be requested by email by the grandfathering applicant before the city's special magistrate to provide the grandfathering applicant an opportunity to provide evidence and/or testimony in support of the occupancy requested. A determination by the special magistrate after such evidentiary hearing shall be final. If no hearing is requested during that time period, the occupancy level shall be set at the level determined by the city staff upon initial review.
 - (5) If a vacation rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such vacation rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.
 - (6) If it is reasonably determined by the city staff that any information supplied to the city in support of an application for grandfathering was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the city commission by resolution. If there is such a determination by city staff, the city shall notify the grandfathering applicant of that fact, and within ten (10) days after such notice, an evidentiary hearing may be requested by the grandfathering applicant before the special magistrate to provide the grandfathering applicant an opportunity to provide evidence and/or testimony to show that the information supplied in support of the application for grandfathering was not intentionally false or fraudulent. The determination by the special magistrate

after such evidentiary hearing shall be final. If no hearing is requested during that time period, the initial determination by the city staff shall be final.

- (7) If a vacation rental registration does not exist as to a vacation rental for a period in excess of thirteen (13) months, any grandfathering determination shall be deemed abandoned, and shall no longer be applicable to that vacation rental.
- (d) Notwithstanding any other provision of this section, rental agreements with prospective occupants for vacation rentals in the RS-1 zoned area of the city that were entered into before the original enactment of this chapter (March 5, 2020) shall be exempt from the provisions of this chapter as more fully set forth in section 26.5-64. Notwithstanding any other provision of this section, rental agreements with prospective occupants for vacation rentals in all zoning districts of the city other than the RS-1 zoned area of the city that were entered into before the amendment of this chapter (April 17, 2025) shall be exempt from the provisions of this chapter as more fully set forth in section 26.5-64. Notwithstanding any other provision of this section, rental agreements with prospective occupants for vacation rentals that were in compliance with the city's chapter 26.5 as of the date of entering into such rental agreement, (hereinafter "pre-occupancy cap agreements"), are exempt from the restrictions on occupancy enacted in this ordinance. If a vacation rental is cited for a violation of the occupancy cap of eight (8) occupants as provided in this section, (that would not be a violation if it were not for this occupancy cap of eight (8) occupants), when the vacation rental is occupied under the terms of a pre-occupancy cap agreement, the vacation rental owner may defend such violation based on the fact that the vacation rental was exempt from the occupancy cap of eight (8) occupants due to it being occupied pursuant to a pre-occupancy cap agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the vacation rental owner or otherwise determined by the fact finder:
 - (1) Copy of deposit or payment information evidencing that the agreement was a pre-occupancy cap agreement.
 - (2) Copy of e-mail or other communication evidencing a binding pre-occupancy cap agreement.
 - (3) Information from the occupant confirming that there was a binding agreement in a time-frame to make the agreement as a pre-occupancy cap agreement under this section.

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

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

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

- (1) Maximum occupancy of the vacation rental that is consistent with the vacation rental registration.
- (2) The maximum number of vehicles that will be allowed to park at the vacation rental, or, for purposes of a vacation rental located in a multifamily building, the maximum number of vehicles associated with the vacation rental that will be allowed by the condominium or cooperative documents or the condominium or cooperative association to park at such multifamily building. Such number of vehicles shall not exceed the number of parking spaces located at the vacation rental as shown in the sketch submitted with the vacation rental registration, plus any other legal parking spaces that the vacation rental owner can show are available to the vacation rental.
- (3) A statement that a sketch of the permitted off-street parking locations where occupants may park according to the vacation rental registration sketch and any other legal parking spaces available to the vacation rental will be posted at the vacation rental.

- (4) A statement that all occupants must promptly evacuate from the vacation rental upon posting of any evacuation order issued by state or local authorities.
- (5) A copy of a document to be supplied by the city which includes excerpts from City of Cocoa Beach ordinance provisions of general application relevant to vacation rentals to include solid waste pick-up regulations, regulations related to sea turtles and sea turtle lighting, and City of Cocoa Beach Noise Ordinance, as specified by resolution of the city, as a lease addendum. The city will make available to vacation rental owners and agents a copy of such document in digital format upon request, and the city will post such document on its website.

Sec. 26.5-55. Parking regulations; penalties.

No parking shall cross or block any sidewalk, and no parking shall be permitted on any grassed area, dirt or sand area, or any area covered by stones or shell unless such area is part of an approved parking plan. No vacation rental parking shall be on any lot or parcel other than on the specifically registered vacation rental property or as otherwise shown on the approved parking plan. The maximum collective number of automobiles, trucks, boats, motorcycles, and trailers shall be limited to a total of four (4) to be used for at any vacation rental. Any on-street parking shall not interfere with convenient vehicle access to and through the neighborhood and shall meet the requirements of sections 3-01 and 3-03 of the city's land development code. Violations of this section may be punished through city parking citations in accordance with section 26-30 of this code of ordinances, and vehicles parked in violation of the approved parking plan or which otherwise interfere with convenient vehicle access to and through the neighborhood are subject to being towed at the vehicle owner's expense. In addition, violation of parking regulations shall be subject to the provisions and penalties of Sec.26.5-58 and Sec. 26.5-59. It shall be the duty of the vacation rental owner and agent to ensure that parking at a vacation rental is strictly in accordance with the approved parking plan. Violations consisting of parking for a vacation rental not in compliance with the approved parking plan shall be enforced against the vacation rental owner and the vacation rental agent (if different) as well as the owner of the vehicle violating the approved parking plan. Citations for parking in violation of the approved parking plan shall be issued in multiple copies with one left on the offending vehicle and the other(s) served by email on the vacation rental owner, and, if different, the vacation rental agent.

Sec. 26.5-56. Noise regulations; exceptions.

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

Sec. 26.5-57. Noise regulations; penalties.

- (a) Noise violations may be enforced utilizing any legal means, including, but not limited to, citations issued by code officers, police officers, or any other person designated by the city manager, arrest, actions before the

special magistrate, suspension of registration, or injunctive relief. Citations issued to renters shall be in amounts as set by resolution of the city commission. The provisions of (b) below shall not be construed to prevent the city from enforcing noise ordinances against vacation rentals under the provisions of Sec. 26.5-58 and/or Sec. 26.5-59.

- (b) If there are 3 noise violations with citations (whether such violations are paid, or if they are challenged and the special magistrate upholds such citation), issued over a rolling period of twelve (12) months, the special magistrate, at the request of the city, may deem the vacation rental a "noise nuisance property" to be effective for a period of twelve (12) months from the later of the special magistrate order deeming the property a "noise nuisance property" or any citation for a noise violation as to such vacation rental, and may impose one (1) or more of the following orders:
 - (1) Require that whenever in the twelve (12) months following the special magistrate order there is a change of occupancy of the property (i.e. new people staying in the noise nuisance property) the property manager must provide proof to the city that the property manager has visited the property during the first day of the stay of the new tenants (or as soon thereafter as is practicable) and delivered a copy of the city's noise ordinances to the new occupants of the property and explained the seriousness of the violations of such ordinance and the fines and penalties which are applicable. Failure to provide said notice shall constitute operating without registration and the vacation rental owner shall be subject to the applicable fine for operating without a registration.
 - (2) Require that the owner of the noise nuisance property shall be required to impose for all future rentals of the noise nuisance property over the next twelve (12) months, an additional deposit (whether paid, or secured by a credit card) in an amount no less than five hundred dollars (\$500.00), with the condition of the deposit being that it will be forfeited to the city if the renter receives a noise violation during the term of the rental agreement. All such tenants shall be warned, by the owner or property manager, of such additional deposit and what would cause the forfeiture of such deposit prior to a rental agreement being finalized. A prominent notice of the conditions of such deposit and the potential forfeiture of such deposit shall be posted in each and every noise nuisance property. Failure to require the additional deposit shall constitute a violation of city regulations and the owner shall be subject to a penalty in the amount charged for operating without registration. Proof of the additional deposit must be provided to the city by the property manager for each and every rental of the property as long as the property is designated a noise nuisance property.

Sec.26.5-58. Violations of this chapter.

(a) Noncompliance with any provision of this chapter shall constitute a violation of this chapter. In accordance with Sec. 162.22, Fla. Stat., and other relevant law, violations of this chapter may be punished in accordance with the specific provisions of this chapter, and, if deemed appropriate by a code officer, in accordance with other provisions of this code of ordinances. In particular, due to the transitory nature of violations of this chapter, no initial warning notification shall be required before the issuance of a citation for a violation of this chapter. Violations of this chapter shall specifically include, but not be limited to the following unlawful conduct:

- (1) It is unlawful to rent out a vacation rental without a current registration issued by the city in accordance with this chapter. It shall create a rebuttable presumption of violation if the vacation rental is shown to have been advertised as a vacation rental for one or more dates during which the vacation rental does not have a valid registration. Such showing can consist of one or more screen shots of such an advertisement when reviewed by a code enforcement officer or presented to the special magistrate.
- (2) It is unlawful to offer a vacation rental for rent or to advertise a vacation rental for rent without a current registration issued by the city in accordance with this chapter. It shall create a rebuttable presumption of violation if the vacation rental is shown to have been advertised as a vacation rental for one or more dates during which the vacation rental does not have a valid registration. Such showing can consist of

one or more screen shots of such an advertisement when reviewed by a code enforcement officer or presented to the special magistrate.

- (3) It is unlawful to rent or to advertise for rent a vacation rental for occupancy in excess of the applicable maximum occupancy. It shall create a rebuttable presumption of violation if the vacation rental is shown to have been advertised as a vacation rental for occupancy in excess of that allowed under the vacation rental's then current registration. Such showing can consist of one or more screen shots of such an advertisement when reviewed by a code enforcement officer or presented to the special magistrate.
 - (4) It is unlawful to be an occupant of a vacation rental at any time that the number of occupants of the vacation rental exceeds its maximum occupancy.
 - (5) It is unlawful to fail to provide any of the information required to be provided to occupants of the vacation rental by this chapter.
 - (6) It is unlawful to park at or near a vacation rental in violation of the provisions of this chapter.
 - (7) It is unlawful to provide any false or misleading information in connection with any application for an initial or renewed registration, or for amendment of a registration as required by this chapter. Any knowing and intentionally false or misleading statements made in any such application or any intentionally false or misleading statement or information submitted in connection with an application shall subject the applicant to a fine and shall constitute grounds for the suspension of any certificate of registration issued pursuant to such application.
- (b) Each day a violation exists, or each instance of violation, as applicable, shall constitute a separate and distinct violation.
 - (c) The vacation rental owner shall be liable for any violations of this chapter and for any violations of a code compliance order pertaining to the vacation rental. In addition, when two (2) or more persons commit a violation, each violator shall be jointly and severally liable for any fines or penalties assessed. This applies to situations where an owner, a designated responsible party, occupant, or guest are together responsible for a violation of this chapter. Any fines to occupants resulting from violations of this chapter or other city ordinances after the property owner or a designated responsible party was advised shall also be the responsibility of the property owner to pay.
 - (d) Repeat violations may be scheduled for a hearing before the special magistrate and, at the option of the code officer, the repeat violator can be notified that they do not have the option to pay a fine prior to the hearing to avoid a special magistrate hearing. For purposes of this paragraph the term repeat violation shall mean a second violation of the same provision of this chapter or the same provision of another applicable city ordinance for the second time within a one-year period.
 - (e) If the special magistrate affirmatively finds, after reviewing one or more sworn statements, hearing relevant testimony and argument that repeat violations relating to a vacation rental have had a significant negative impact upon one or more neighbors in the vicinity of the vacation rental, and finds that based upon such finding, such repeat violation is either irreparable or irreversible in nature, the special magistrate may issue an order requiring the payment of a fine or fines in an amount not exceeding \$5,000 per violation or per day as applicable. Such a fine(s) may be in addition to any suspension as provided in Sec. 26.5-59.

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

- (a) In addition to any fines and any other remedies described herein or provided by law, a special magistrate may suspend an initial or renewed registration for a vacation rental upon request in accordance with the suspension time frames set forth in subsection (b) below. Such suspension of registration shall occur if the special magistrate

affirmatively finds, after reviewing one or more sworn statements and hearing any testimony and argument presented, that the violations have had a significant negative impact upon one or more neighbors in the vicinity of the vacation rental, and that the suspension of the registration is reasonable given all relevant information presented on the subject. The suspension time frames set forth hereinafter shall be based upon rolling two (2) year time periods.

(b) Suspension time frames.

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

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

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

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

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

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

(d) The suspension shall begin following notice, commencing either at the end of the current vacation rental lease period or within thirty (30) calendar days thereafter, or as otherwise determined by the special magistrate in order to avoid impairment of the validity of an executed rental agreement for the vacation rental. It is not the intent of this chapter to cause the impairment of an existing contract. The special magistrate shall, however, require positive proof that any claimed existing contract exists and is enforceable. If it is necessary when ordering a suspension of registration, a special magistrate order shall make exceptions for proven existing contracts. It shall be the duty and burden of the vacation rental owner or agent to provide positive proof of any preexisting vacation rental contracts along with copies of the contracts showing the dates and occupants relating to such preexisting contracts (or such other proof as deemed sufficient by the special magistrate) at any repeat violation special magistrate hearing. If the owner or agent of a vacation rental fails to provide at a repeat violation special magistrate hearing proof of preexisting contracts, it shall be presumed that no such preexisting contracts exist. Any expenses relating to further special magistrate hearings necessary to revise any order due to preexisting contracts requiring occupancy during a previously adjudicated period of suspension shall be paid by the vacation rental owner along with an administrative charge as set by resolution of the city commission. Orders requiring suspension shall, if necessary due to preexisting contracts, specify specific periods and specific occupants when occupancy shall be allowed during a period of suspension. A period of suspension shall be extended to take into consideration any preexisting contracts so that the total suspension provided is equal to the days the vacation rental shall be unoccupied.

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

(f) Operation of a vacation rental and hosting of rental occupants during any period of suspension, (other than any rentals that were set forth in exceptions in the special magistrate order due to pre-existing contracts), or advertising for suspended date shall be punishable by a suspension for an additional ninety (90) calendar day period.

Screen shots taken from a vacation rental website after the date the suspension was adjudicated showing advertising for suspended date shall constitute a rebuttable presumption of this offense when presented to the special magistrate.

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

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

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

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

Citations issued for violations of this chapter shall be deemed validly served when emailed to the vacation rental owner and/or vacation rental agent at the email address(es) associated with the vacation rental registration. Such citation may be issued either directly by the city or by a third party provider of the city. One citation may include one or more violations and/or one or more days or incidents of violations. Each violation and/or each day or incident of violation shall be stated in the citation, the fine or penalty for each violation shall be stated, and the total fines or penalties set forth in the citation shall be set forth. A citation may be appealed to the special magistrate if such appeal is made in writing to the city clerk within fourteen (14) calendar days after the citation notice is emailed to the vacation rental owner and/or its agent. If no appeal is received within that timeframe, the citation shall be considered final agency action, subject only to a judicial appeal as provided under Florida law.

26.5-62. Reserved.

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

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

ARTICLE IV. EXEMPTIONS

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

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

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

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

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

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

June 19, 2025

REQUESTED MOTION/ACTION

Accept the Engineers Recommendation of Award for the bid submitted by CK Contractors & Development, LLC. in the amount of \$2,214,480.00 for bid #CB25-005, A1A Sewer Pipe Replacement Project. Allow staff to enter into contract with CK Contractors & Development, LLC. This is a budgeted Capital Project.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Money budgeted in account 431-4314-537-63-20 for this project.

BACKGROUND:

On March 7, 2024, City Commission approved Black & Veatch to perform engineering and design services for A1A Sewer Pipe Replacement project. The projects consists of 4 areas throughout the City where sewer pipes cross under A1A and Orlando Avenue and 1 area on 9th Street South.

During inspection and rehabilitation projects in recent years of the gravity sewer system, these 5 pipes were identified to be in very poor condition. Due to the condition of the pipes and the critical location underneath FDOT roadways, these pipes must be dug up and replaced to avoid collapse. The City and Engineers went through a lengthy permitting process with FDOT and it was determined that the method of replacement of these pipes would be Dig and Replace. Other methods to include pipe bursting were explored, but not approved by FDOT.

The project was designed and placed out to bid. Two bids were received for the project as follows:

CK Contractors & Developemnt - \$2,214,480.00

Universal Contracting & Construction - \$2,970,137.50 (Actual bid was \$2,985,923.8 after finding mathematical errors in their submittal)

Black and Veatch have evaluated the two bids and have made a recommendation to award CK Contractors & Development, LLC.

1. ALL CONSTRUCTION CONNECTING TO THE CITY OF COCOA BEACH, UTILITIES SYSTEM SHALL COMPLY WITH THE CITY OF COCOA BEACH CITY LIMITS.
2. LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTENCE AND LOCATION OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES. CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL PER STATE LAW PRIOR TO EXCAVATION. ALL EXISTING UTILITIES SHALL REMAIN AND ARE TO BE PROTECTED AND SUPPORT AS NEEDED FOR GRAVITY SEWER INSTALLATION.
3. SEE DETAIL SHEET FOR SEPARATION REQUIREMENTS BETWEEN WATER MAINS, RECLAIM WATER MAINS, SEWER MAINS, AND OTHER PIPELINES AND MAINS. NO CONCRETE ENCASEMENT OF PIPES WILL BE PERMITTED.
4. WHEN USING SCALED DATA CONSIDER THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE DURING REPRODUCTION.
5. LOCATIONS AND DIMENSIONS OF EXISTING RIGHT-OF-WAYS AND EASEMENTS ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY AND STAKE THE LIMITS OF THE RIGHT-OF-WAYS AND EASEMENTS IN ORDER TO AVOID ENCROACHMENTS BEFORE CONSTRUCTION.
6. WHEN OBTAINING DATA AND INFORMATION FROM THE PLANS, NUMERICAL FIGURES SHALL BE USED IN PREFERENCE TO SCALED DIMENSIONS AND LARGER SCALE DRAWINGS IN PREFERENCE TO SMALLER SCALE DRAWINGS.
7. PIPE LENGTHS SHOWN ON PLANS ARE APPROXIMATE. ACTUAL LENGTHS ARE TO BE DETERMINED DURING CONSTRUCTION.
8. ALL STATIONS AND OFFSETS REFER TO THE BASELINE OF STATIONING.
9. MAINTAIN EMERGENCY VEHICLE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES.
10. LOCAL RESIDENTIAL ACCESS SHALL BE MAINTAINED AT ALL TIMES. PROVIDE WRITTEN NOTIFICATION TO RESIDENTS SEVEN (7) DAYS PRIOR TO IMPLEMENTING ANY ROADWAY OR DRIVEWAY CLOSURE. A SECOND NOTICE WILL BE GIVEN 24 HOURS IN ADVANCE OF CLOSURE. WRITTEN NOTIFICATIONS SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO RESIDENTIAL DISTRIBUTION.
11. SUPPORT AND PROTECT ALL EXISTING UTILITIES. CONTRACTOR SHALL CONTACT UTILITY OWNERS FOR LOCATION OF ALL EXISTING FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH UTILITY OWNERS AND BE RESPONSIBLE FOR PROVIDING TEMPORARY SUPPORT FOR UTILITY POLES AND ALL OTHER UTILITIES.
12. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS, AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS ARE NOT EXACT OR GUARANTEED. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
13. COMPLETE ALL CONSTRUCTION WITHIN RIGHT OF WAY LIMITS AND EASEMENT LIMITS.
14. PIPE SIZES SHOWN ON PLANS ARE MINIMUM NOMINAL INSIDE DIAMETER.
15. MAINS SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE IS RECEIVED FROM FDEP.
16. PROTECT EXISTING IMPROVEMENTS TO THE MAXIMUM EXTENT POSSIBLE.
17. RESTORE ALL EXISTING IMPROVEMENTS AND DISTURBED AREAS TO ORIGINAL OR BETTER CONDITION. PAVEMENT TO BE RESTORED IN ACCORDANCE WITH THE PAVEMENT RESTORATION DETAILS SHOWN ON THE CONSTRUCTION DETAIL SHEETS. CONTRACTOR TO PROVIDE OWN SURVEY AS NEEDED TO MATCH EXISTING CONDITIONS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL REQUIREMENTS OF REGULATORY AGENCY PERMITS FOR CONSTRUCTION ACTIVITIES AND RELATED ACTIVITIES.
19. BENCHMARK LOCATIONS AND ELEVATION ARE SHOWN IN THE PLANS AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL INSTALL HIS OWN TEMPORARY BENCHMARKS AS DEEMED NECESSARY. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE TWA INSPECTOR.
20. IMMEDIATELY AT ONSET OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES CRITICAL TO COMPLETING THE PROJECT (INCLUDING RECLAIM WATER, SEWER, POWER, TELEPHONE, GAS, AND CABLE TV) AND SHALL EVALUATE POTENTIAL CONFLICTS IN A WRITTEN REPORT. ANY CONFLICTS SHALL BE REPORTED TO ENGINEER/OWNER IMMEDIATELY UPON DISCOVERY AND DETAILED IN THE REPORT. CONTRACTOR SHALL ASSUME ALL EXISTING UTILITIES SHALL REMAIN AND WILL BE SUPPORTED BY THE CONTRACTOR DURING CONSTRUCTION.
21. NO VALVE BOXES, METERS, PORTIONS OF MANHOLES, OR OTHER APPURTENANCES OF ANY KIND RELATING TO ANY UNDERGROUND UTILITIES SHALL BE LOCATED IN ANY PORTION OF A CURB-AND-GUTTER OR SIDEWALK SECTION. CONTRACTOR SHALL ADVISE ENGINEER IMMEDIATELY UPON DISCOVERY OF A POTENTIAL CONFLICT.
22. WHERE REQUIRED, AT NO ADDITIONAL COST TO CITY OF COCOA BEACH, THE CONTRACTOR SHALL USE TEMPORARY SHEETING OR TRENCH BOXES TO MINIMIZE THE SIZE OF EXCAVATIONS AND PROTECT EXISTING ROADWAYS, UTILITIES, STORM WATER SYSTEMS AND OTHER FACILITIES. CONTRACTOR TO COMPLY WITH OSHA TRENCH SAFETY REQUIREMENTS AT ALL TIMES. CITY PERSONNEL ARE AUTHORIZED TO SHUT DOWN ANY UNSAFE OPERATIONS IF WITNESSED, WITHOUT REPERCUSSION OR LIABILITY FOR DELAY, OR COST IMPACT.
23. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
24. ALL COMPACTION SHALL BE 98% OF AASHTO T-180 WITHIN 2FT OF ROADWAY OR UNDER ROADS OR DRIVEWAYS. 95% IS ACCEPTABLE ELSEWHERE.
25. CONTRACTOR SHALL MAINTAIN DRAINAGE IN DITCHES AND SWALES AT ALL TIMES. THIS INCLUDES ALL TURBIDITY BARRIERS, ADDITIONAL FILL MATERIAL, BYPASS PUMPING AND SWALE RESTORATION INCLUDING SODDING. ALL DITCH WORK SHALL MEET THE FLORIDA EROSION SEDIMENT CONTROL MANUAL, LATEST VERSION.
26. ALL EXISTING TRAFFIC SIGNS WITHIN THE PROPOSED CONSTRUCTION LIMITS ARE TO BE PROTECTED. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS WHERE DIRECTED. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THE DAMAGED SIGNS SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
27. ALL EXISTING GRAVITY SEWER MAINS SHALL REMAIN IN SERVICE BY WAY OF TEMPORARY PIPING AND CONNECTIONS AS NEEDED TO ACCOMMODATE REPLACEMENT WORK.
28. CONTRACTOR SHALL PROVIDE ALL TEMPORARY FILL AND STORM PIPING NECESSARY TO INSTALL NEW CONSTRUCTION. RESTORE ALL DISTURBED AREAS TO PRE EXISTING CONDITIONS OR BETTER.
29. CONTRACTOR SHALL PROVIDE SILT FENCE IN ALL WORK ZONES TO PREVENT SILT AND DEBRIS FROM LEAVING THE RIGHT-OF-WAY OR ENTERING ACTIVE STORM WATER DITCHES AND SWALES.
30. CONTRACTOR SHALL MAINTAIN STORM WATER FLOW, INCLUDING DRAINAGE DITCHES AND SWALES TO ALLOW FOR PROPER EXISTING DRAINAGE PATTERNS TO BE MAINTAINED AND TO ALLOW FOR UTILITY RELOCATIONS TO OCCUR IN DRY CONDITIONS PER PROPOSED SPECIFICATIONS.
31. LDC SECTION 7-1.4 SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CANAL. ALL STORM FACILITIES THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT AND SEDIMENT LADEN WATER CANNOT ENTER THE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
32. ALL SEDIMENT PILES FROM EXCAVATIONS ARE TO BE PROTECTED USING EROSION AND SEDIMENT BEST MANAGEMENT PRACTICES TO INCLUDE SUCH MEASURE E.G. SILT FENCE FOR ANY RUN-OFF INTO/ONTO THE STREET, CURB OR SIDEWALKS TO PROTECT STORM DRAINS FROM ANY TRANSPORT OF MATERIALS INTO THE CITY WATERWAYS.
33. EXCAVATED MATERIALS SHOULD BE PLACED SO AS NOT TO IMPEDE PEDESTRIAN OR VEHICULAR TRAFFIC AT ANY TIME. WHEN UNAVOIDABLE ALTERNATE ADA PEDESTRIAN ROUTES ARE TO HAVE APPROPRIATE SIGNAGE.
34. OPEN PITS ARE TO BE ALWAYS PROTECTED FROM PUBLIC ACCESS.
35. WEEKEND WORK INVOLVING ANY EXCAVATIONS IS NOT PERMITTED WITHIN THE CITY OF COCOA BEACH CITY LIMITS.
36. UTILITY LOCATES REQUIRED 48 HOURS PRIOR TO COMMENCEMENT, CALL (SUNSHINE) 811 LOCATE SERVICE OR 1-800-432-4770.
37. ANY DAMAGES WILL BE ASSIGNED TO THE CONTRACTOR WHO WILL BE RESPONSIBLE.

NOTING:

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.

2. ALL GRAVITY SANITARY SEWER LINES SHALL BE GREEN PVC SDR 26, EXCEPT WHEN PIPE IS INSTALLED UNDER FDOT ROAD. ALL GRAVITY SANITARY SEWERS INSTALLED UNDER FDOT ROAD LINES SHALL BE GREEN PVC DR 18.

3. MINIMUM GRAVITY SANITARY SEWER SLOPES ARE AS FOLLOWS:

8" PIPE 0.40%

10" PIPE 0.30%

12" PIPE 0.22%

4. GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.

5. GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.

6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.

7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.

8. ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.

9. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO THE SPECIFIC MINIMUM COMPACTION (95 C IN UNPAVED AREA AND 98, t, IN PAVED AREAS) OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.

10. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND THEN AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTING SHALL BE COMPLETED AND TEST DOCUMENTS SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.

11. THE CONTRACTOR SHALL INSTALL A METALIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR AID SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED GREEN FOR SANITY SEWER AND FORCE MAIN.

12. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR/DEVELOPER.

13. ALL LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 4 FEET.

14. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 350 FEET.

15. ALL SEWER FITTINGS TO BE "HARCO" OR CITY APPROVED EQUAL.

16. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET AND MAXIMUM OF 0.5 FEET FEET ABOVE GRADE GENERALLY IN UNPAVED AREAS.

17. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.

18. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE STANDARD MANHOLE AND BOOT DETAIL).

19. INDIVIDUAL SANITARY SERVICE CONNECTIONS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, AND MUST BE CONNECTED TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE BE APPROVED BY THE CITY.

20. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "COCOA BEACH, FLORIDA SANITARY SEWER" CAST INTO THEM.

21. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM SHALL BE FIBERGLASS OR POLY-ETHYLENE LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. FIBERGLASS SHALL BE A MINIMUM $\frac{1}{2}$ " THICKNESS UNLESS APPROVED OTHERWISE BY THE CITY. OTHER TYPES OF LINING METHODS AND MATERIALS MAY BE CONSIDERED ON A CASE BY CASE BASIS. UNDER SPECIAL CIRCUMSTANCES WHERE HYDROGEN SULFIDE IS A MAJOR CONCERN MANHOLES UPSTREAM AND/OR DOWNSTREAM OF THE FORCE MAIN TIE-IN OR WET WELL MAY ALSO BE REQUIRED TO HAVE LININGS INSTALLED.

22. THE CITY OF COCOA BEACH RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUIRES THAT ALL SANITARY SEWER MAIN LINES BE TELEVIEWED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVIEWED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.

23. ALL SEWER MAINS, PRIOR TO ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE TELEVIEWED USING A "PAN AND TILT" CAMERA BY A CITY APPROVED CONTRACTOR. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE TAPE SUBMISSION TO THE CITY PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT, RE-TAPING MAY BE REQUIRED BY THE CITY IF ADDITIONAL CLEARING OR CORRECTIVE ACTIONS ARE NECESSARY.

24. CONTEC A-2000 PVC PIPE SHALL NOT BE ALLOWED FOR USE.

25. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WETWELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.

26. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.

27. ALL WORK PERFORMED UPON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR LICENSED GENERAL CONTRACTOR, WHO IS LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.

28. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.

	CONCRETE LIGHT POLE
	CONCRETE POWER POLE
	GUY WIRE
	ELECTRICAL VAULT
	WOODEN POWER POLE
	IRRIGATION VALVE
	BOLLARD
	CLEANOUT
	MAILBOX
	MONITORING WELL
	SINGLE STAND SIGN
	RECLAIMED WATER VALVE
	SANITARY SEWER MANHOLE
	SANITARY SEWER VALVE
	CATCH BASIN
	STORM DRAINAGE MANHOLE
	FOUND BRASS OR ALUMINUM DISK
	FOUND NAIL & DISK
	SET TRAVERSE POINT OR BENCHMARK
	TELECOMMUNICATION MANHOLE
	TREE LIVE OAK
	TREE PALM
	TREE UNKNOWN
	BACKFLOW PREVENTER
	FIRE HYDRANT
	WATER METER
	WATER VALVE
ASPH	ASPHALT
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
DIP	DUCTILE IRON PIPE
DIP	DUCTILE IRON PIPE
E	EAST/EASTING
ELEV	ELEVATION
ESMT	EASEMENT
FND	FOUND
INV	INVERT
LS	LICENSED SURVEYOR
N	NORTH/NORTHING
N/D	NAIL AND DISK
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
S	SOUTH
VCP	VITRIFIED CLAY PIPE
W	WEST
	BURIED CABLE TV
	BURIED ELECTRICAL
	BURIED FIBER OPTIC
	BURIED FORCE MAIN
	BURIED GAS
	BURIED RECLAIMED WATER
	BURIED SANITARY SEWER
	BURIED TELECOMMUNICATION
	BURIED UNKNOWN
	BURIED WATER
	OVERHEAD ELECTRICAL LINE
	DRAINAGE PIPE
	EDGE OF PAVEMENT
	CONCRETE
	BRICK PAVERS
	EXISTING GRAVITY MANHOLE
	PROPOSED GRAVITY MANHOLE
	PROPOSED GRAVITY SEWER
	GEOTECHNICAL BORING
	TEST HOLE



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A1A SEWER REPLACEMENT

ISSUED
FOR BID

REVISIONS AND RECORD OF ISSUE	
DESIGNED:	JH
DETAILED:	LP
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025
PROJECT NO.:	419091

PROJECT NO.: 419091

GENERAL

GENERAL NOTES AND LEGEND

G-01

02
OF
41

ISSUED FOR BID

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CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURE S TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

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RECORD NOTES

ALL RECORD DRAWINGS SUBMITTED TO THE CITY, AS PART OF THE PROJECT ACCEPTANCE SHALL COMPLY WITH THE REQUIREMENTS:

1.
- "I CERTIFY THAT THESE RECORD DRAWINGS HAVE BEEN REVIEWED BY ME OR BY INDIVIDUALS UNDER MY DIRECT SUPERVISION AND THAT THESE RECORD DRAWINGS INCORPORATE THE INFORMATION CONTAINED IN THE CERTIFIED AS-BUILT SURVEY PREPARED BY [SURVEY COMPANY NAME] DATED [DATE SIGNED AND SEALED], JOB NUMBER [SURVEY COMPANY JOB NUMBER]. TO THE BEST OF MY KNOWLEDGE AND BELIEF THESE RECORD DRAWINGS SUBSTANTIALLY REFLECT ALL WASTEWATER UTILITIES THAT APPLIES, AS CONSTRUCTED. THE ACCURACY OF THESE RECORD DRAWINGS IS RELIANT ON THE ACCURACY APPLIED BY THE SURVEYOR THAT PREPARED THE CERTIFIED AS-BUILT SURVEY."
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TEST HOLE SUMMARY					
TEST HOLE NO.	UTILITY	DEPTH (FT)	DIAMETER (IN)	MATERIAL	NOTES
1	GAS	2.45	8	HDPE	DID NOT FIND FORCE MAIN. AIR PROBED 10' DEPTH WITHIN SUBJECT LOCATION SET HUB ABOVE & INLINE WITH UTILITY.
2	FORCE MAIN	N/A	UNK	UNK	
3	WATER MAIN	3.50	8	AC	
4	WATER MAIN	4.36	24	RCP	
5	UNK	4.06	4	AC	(4) UNKOWN PIPES
6	FORCE MAIN	N/A	UNK	UNK	DID NOT FIND FORCE MAIN. AIR PROBED 10' DEPTH WITHIN SUBJECT LOCATION SET HUB ABOVE & INLINE. FOUND 1" METAL PIPE AT 2.95' DEEP.
7	GAS	6.43	8	HDPE	
8	WATER MAIN	2.65	8	UNK	
9	WATER MAIN	3.20	2	METAL	VERY RUSTY
10	RECLAIMED WATER MAIN	3.47	6	PVC	
11	N/A	N/A	N/A	N/A	
12	UNK	3.36	4	AC	
13	N/A	N/A	N/A	N/A	
14	STORM	3.50	24X38	RCP	
15	RECLAIMED WATER MAIN	5.94	18	DIP	UNABLE TO GET VISUAL DUE TO DEPTH AND SOIL CONDITIONS

MAINTENANCE OF TRAFFIC (MOT) NOTES:

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4.

FDOT NOTES:

1.
2.
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4.
5.
6.



Black & Veatch Corporation
Overland Park, Kansas



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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REPLACEMENT

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REVISIONS AND RECORD OF ISSUE

DESIGNED: JH
DETAILED: LP
CHECKED: MM
APPROVED: OL
DATE: APRIL 2025

PROJECT NO.: 419091

GENERAL

GENERAL NOTES

G-02

03
OF
41

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Lytvyn, Olena

Olena Lytvyn, State of Florida
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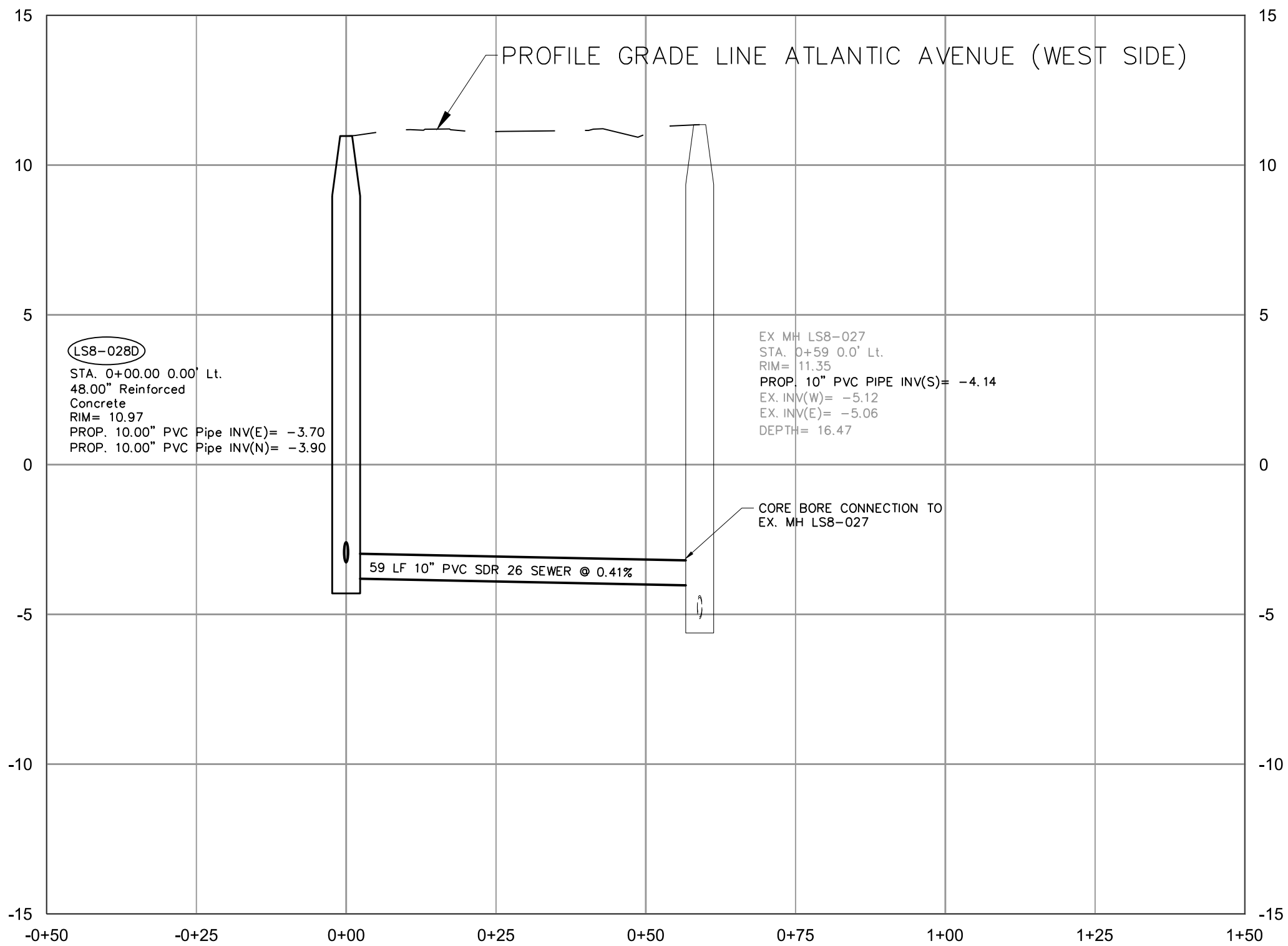
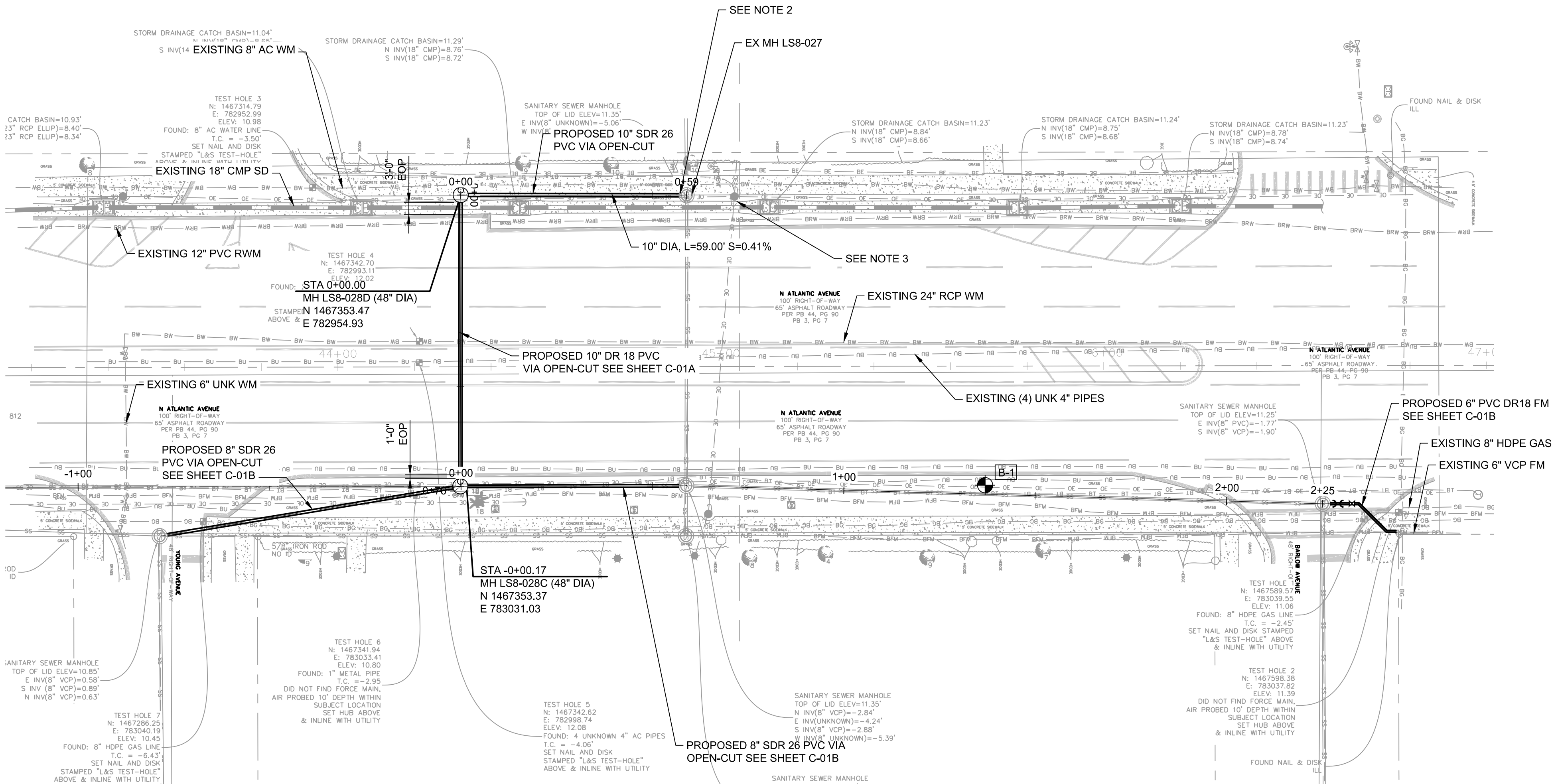
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KEY MAP

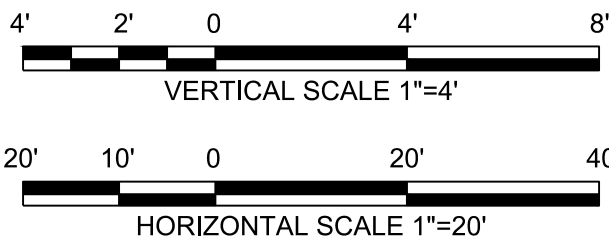
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- NOTES:**
- CONTRACTOR MUST BY-PASS EXISTING FLOW. AT NO POINT SHALL SERVICE BE DISRUPTED. CONTRACTOR SHALL MAINTAIN TWO PUMPS ON SITE AT ALL TIMES.
 - CONTRACTOR TO CONNECT TO EXISTING MANHOLES AT PROPOSED INVERT ELEVATIONS USING COUPLINGS AS NECESSARY PER DETAIL S-7.
 - THE EXCAVATION SUPPORT SYSTEM SHALL BE DESIGNED TO WITHSTAND AN ADDITIONAL LATERAL PRESSURE OF 150 POUNDS PER SQUARE FOOT FROM THE FPL TRANSMISSION AND DISTRIBUTION POLES. THE CONTRACTOR SHALL PERFORM VIBRATION AND DEFLECTION MONITORING AT THE GROUNDLINE OF THE POLE. THE EXCAVATION SUPPORT SYSTEM SHALL BE DESIGNED TO FOR A MAXIMUM ALLOWABLE DEFLECTION AT GROUNDLINE OF ZERO INCHES AND A PEAK PARTICLE VELOCITY NOT TO EXCEED 0.5 INCHES PER SECOND.
 - CONTRACTOR MUST FIELD VERIFY ALL UTILITIES PRIOR TO EXCAVATION.
 - CONTACT FDOT TO SCHEDULE PRE-WORK MEETING TWO WEEKS PRIOR TO BEGINNING WORK AT (321) 634-6100
 - COORDINATE OPEN CUT AND MILL AND RESURFACE REPAIR WITH FDOT PERMITS OFFICE AT (321) 634-6100
 - CONTRACTOR SHALL PROTECT AND SUPPORT ALL EXISTING UTILITIES.



ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Lytvyn, Olena
 Olena Lytvyn, State of Florida
 Professional Engineer
 License No.82696
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A1A SEWER REPLACEMENT

CIVIL

SS PLAN AND PROFILE - ATLANTIC AVE WEST SIDE

C-01

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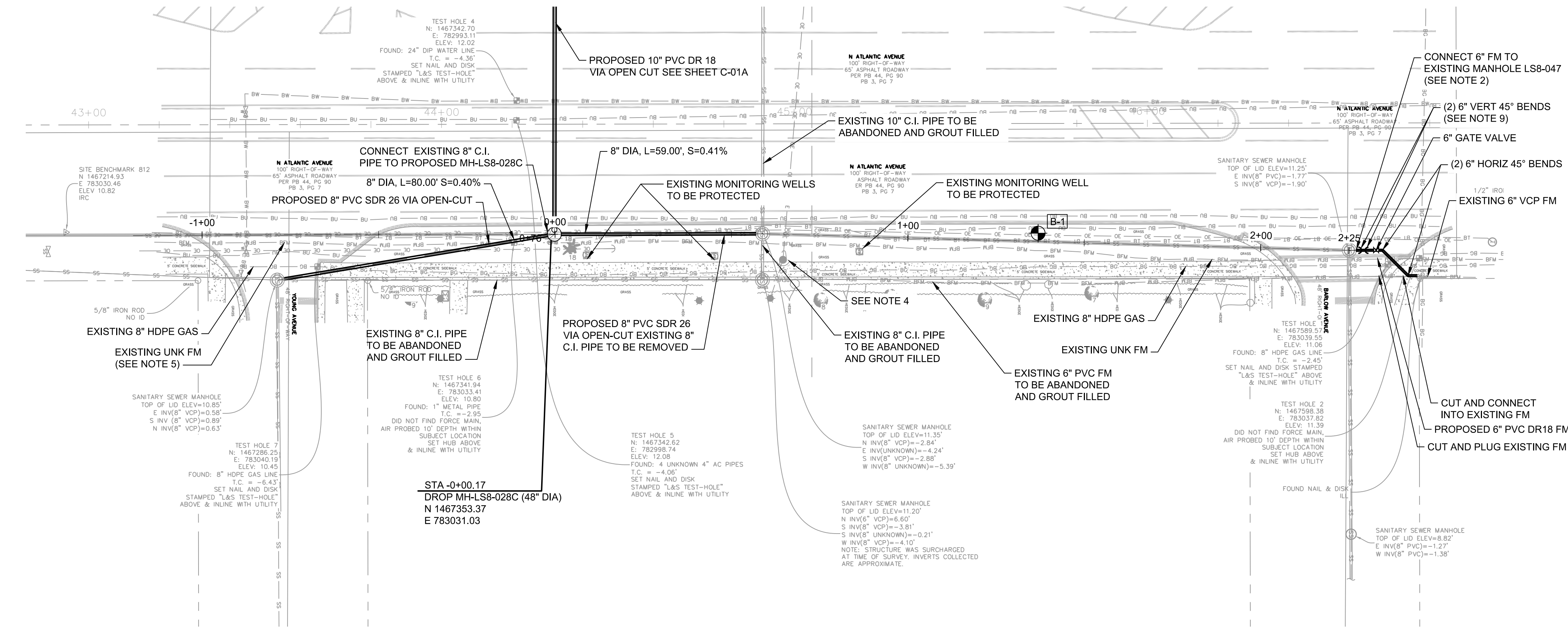
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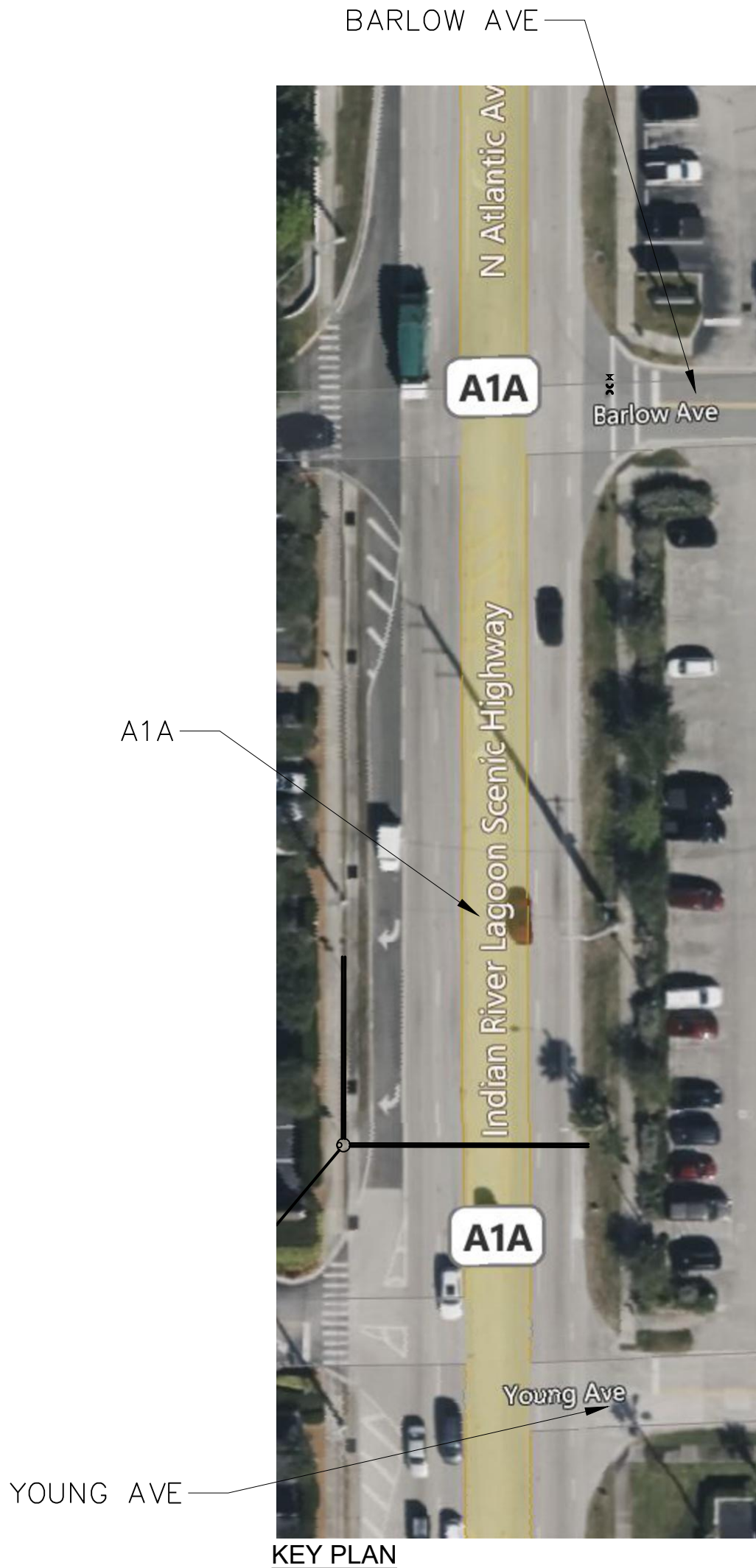
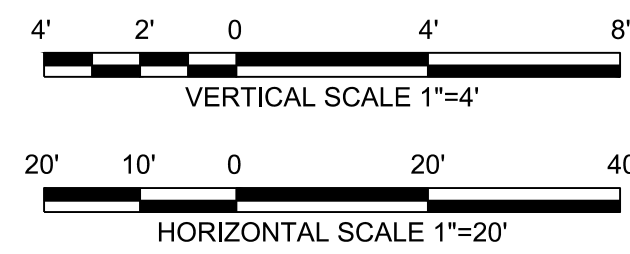
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NOTES:

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- CONTRACTOR TO CONNECT TO EXISTING MANHOLES AT PROPOSED INVERT ELEVATIONS USING COUPLINGS AS NECESSARY PER DETAIL S-7.
- CONTRACTOR MUST FIELD VERIFY ALL UTILITIES PRIOR TO EXCAVATION.
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- DURING FIELD INVESTIGATION THE GPR IDENTIFIED A FORCE MAIN AND THE DEPTH IS EXPECTED TO BE GREATER THAN 10 FEET. CONTRACTOR IS REQUIRED TO FIELD LOCATE EXISTING FORCE MAIN PRIOR TO START OF PROJECT. IF FORCEMAIN IS FOUND TO BE IN CONFLICT WITH PROPOSED SANITARY SEWER, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTACT FDOT TO SCHEDULE PRE-WORK MEETING TWO WEEKS PRIOR TO BEGINNING WORK AT (321) 634-6100
- COORDINATE OPEN CUT AND MILL AND RESURFACE REPAIR WITH FDOT PERMITS OFFICE AT (321) 634-6100
- CONTRACTOR SHALL PROTECT AND SUPPORT ALL EXISTING UTILITIES.
- CONTRACTOR TO RESTRAIN 66 LF OF EXISTING FORCE MAIN.



ISSUED FOR BID

BLACK & VEATCH

Black & Veatch Corporation
Kansas City, Missouri

CITY OF COCOA BEACH
FLORIDA

Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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PROJECT NO.:	419091

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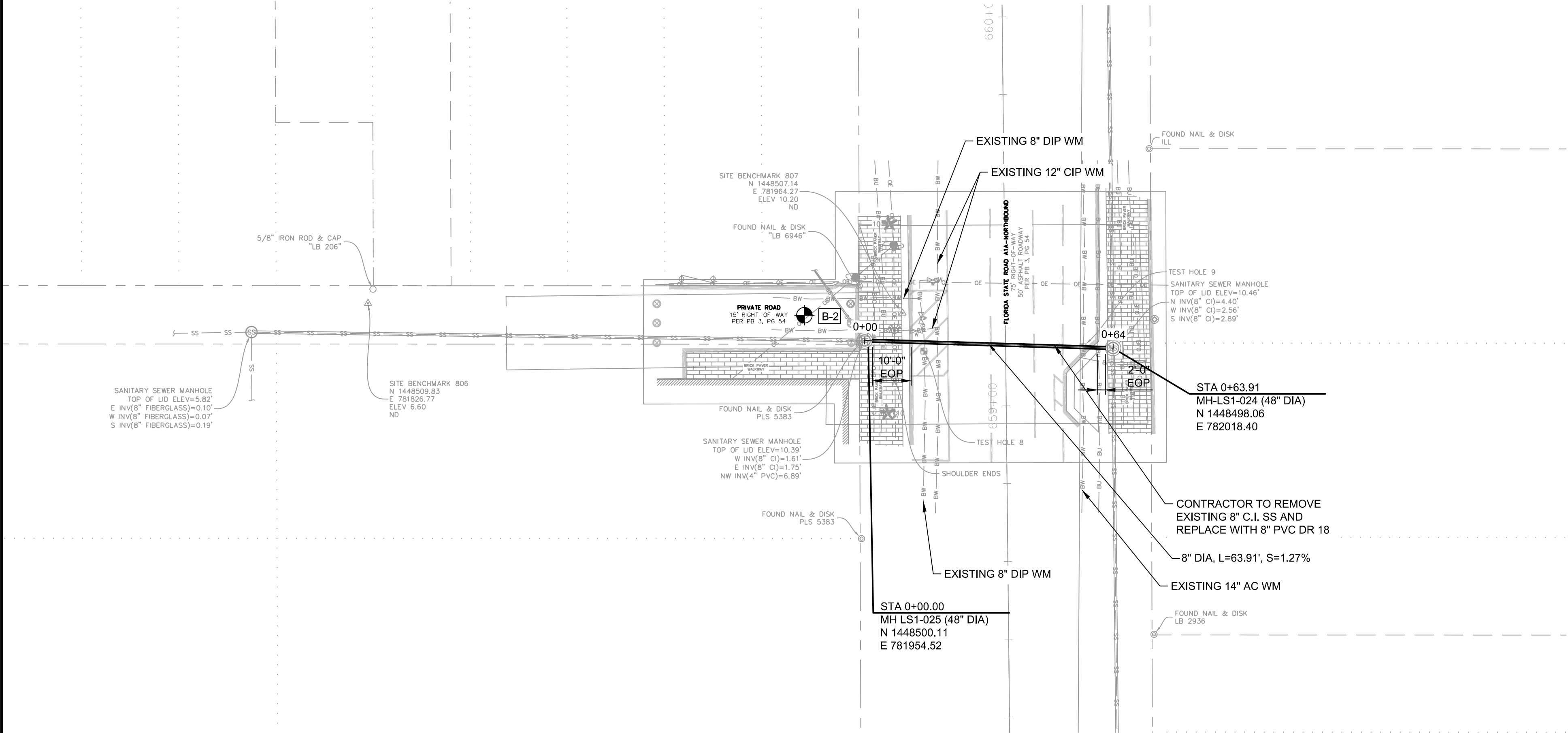
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SS PLAN AND PROFILE - ATLANTIC AVE EAST SIDE

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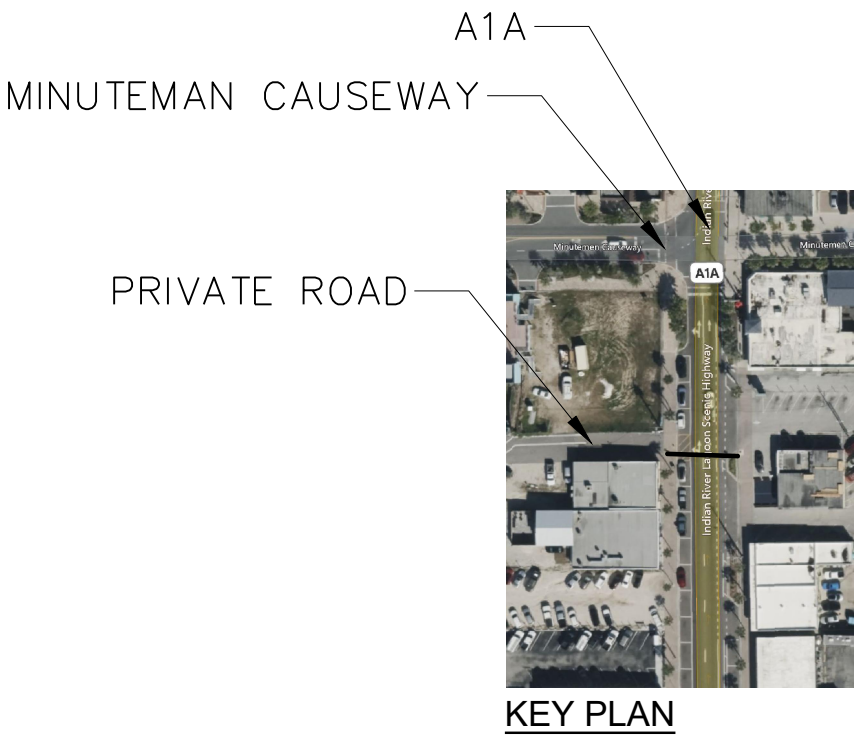
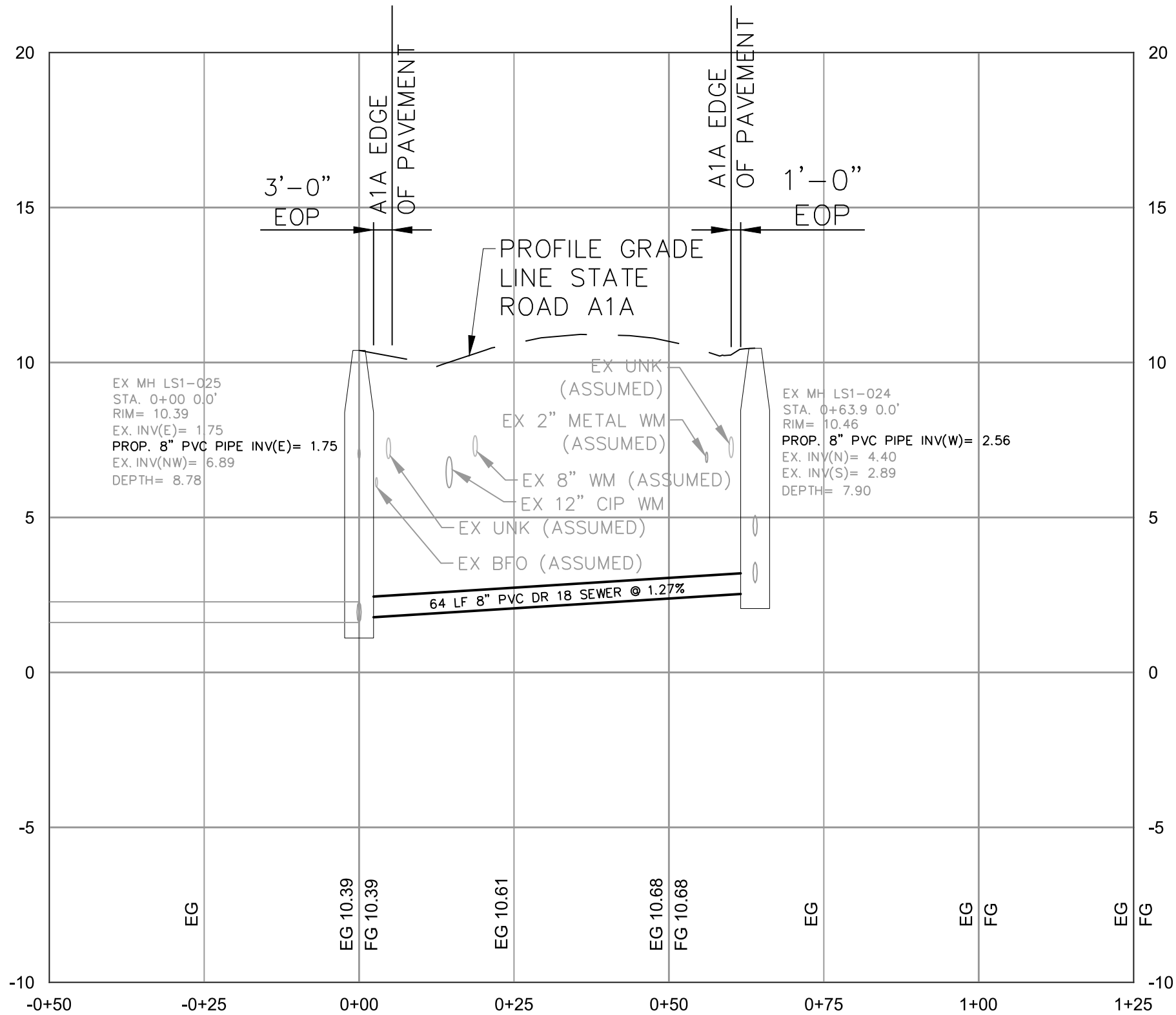
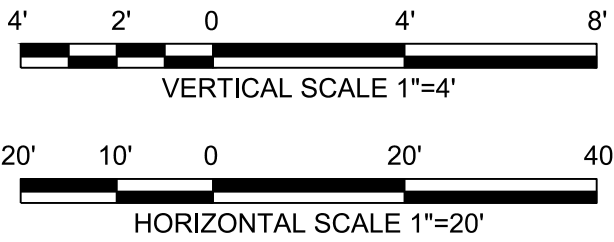
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- CONTRACTOR SHALL PROTECT AND SUPPORT ALL EXISTING UTILITIES.



ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Black & Veatch Corporation
Kansas City, Missouri



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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A1A SEWER REPLACEMENT

ISSUED FOR BID

REVISIONS AND RECORD OF ISSUE	
DESIGNED:	JNH
DETAILED:	LAP
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025
PROJECT NO.:	419091

A1A SEWER REPLACEMENT

CIVIL

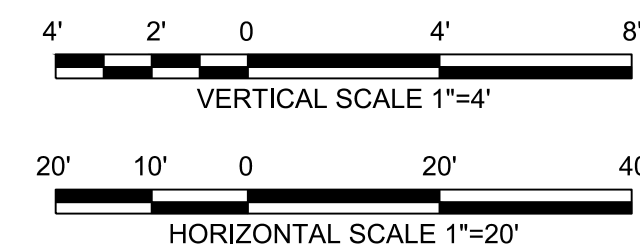
SS PLAN AND PROFILE - PRIVATE ROAD

C-02

08
OF
41



1. CONTRACTOR MUST BY-PASS EXISTING FLOW. AT NO POINT SHALL SERVICE BE DISRUPTED. CONTRACTOR SHALL MAINTAIN TWO PUMPS ON SITE AT ALL TIMES.
2. CONTRACTOR TO CONNECT TO EXISTING MANHOLES AT PROPOSED INVERT ELEVATIONS USING COUPLINGS AS NECESSARY PER DETAIL S-7.
3. CONTRACTOR SHALL PROTECT AND SUPPORT ALL EXISTING UTILITIES.
4. CONTRACTOR MUST FIELD VERIFY ALL UTILITIES PRIOR TO EXCAVATION.
5. CONTACT FDOT TO SCHEDULE PRE-WORK MEETING TWO WEEKS PRIOR TO BEGINNING WORK AT (321) 634-6100
6. COORDINATE OPEN CUT AND MILL AND RESURFACE REPAIR WITH FDOT PERMITS OFFICE AT (321) 634-6100



Lytyvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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FOR BID

REVISIONS AND RECORD OF ISSUE

DESIGNED: JNH

DETAILED:	LAP
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CHECKED: MM

APPROVED: OL

DATE: APRIL 20

PROJECT NO: 419091

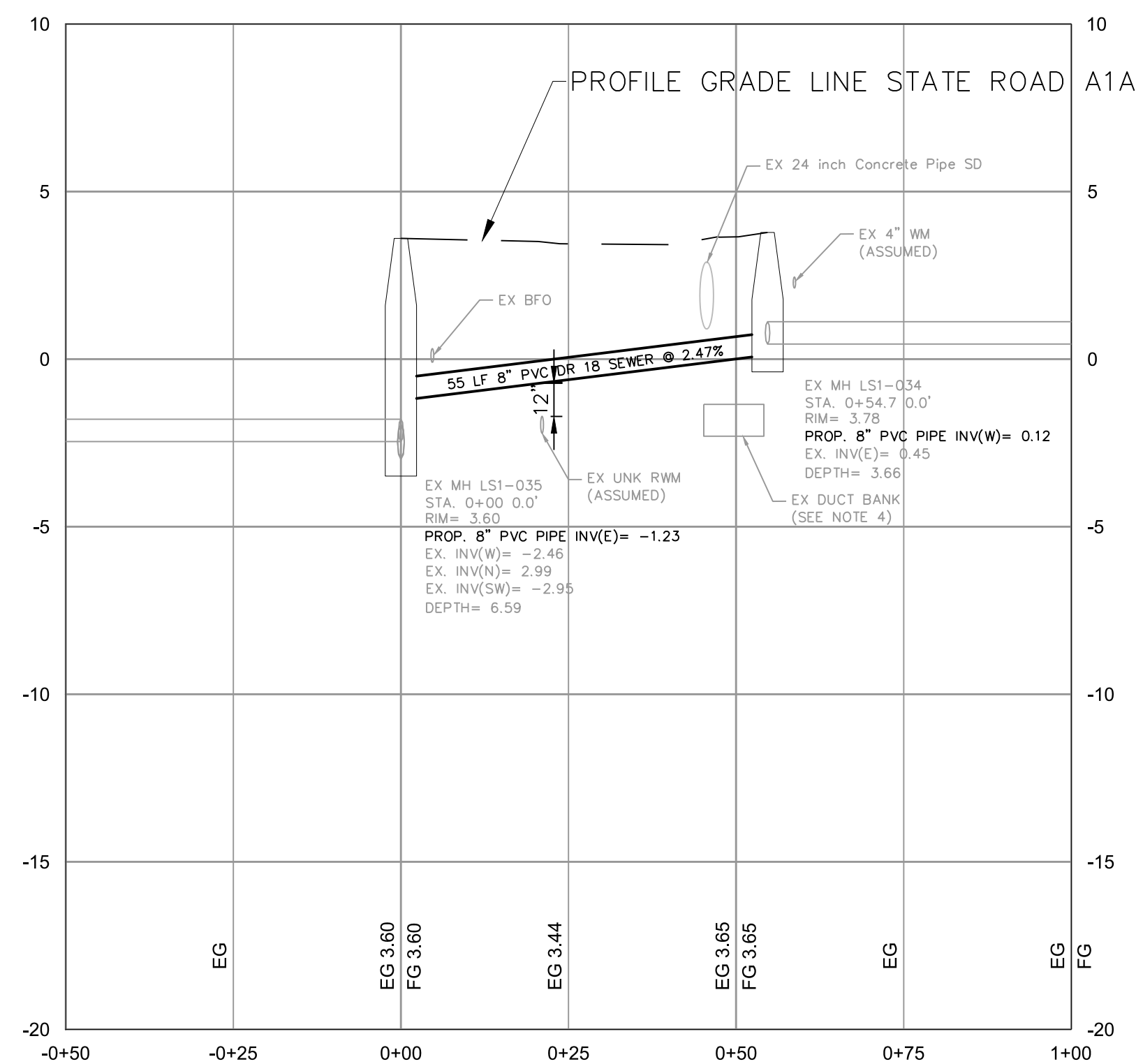
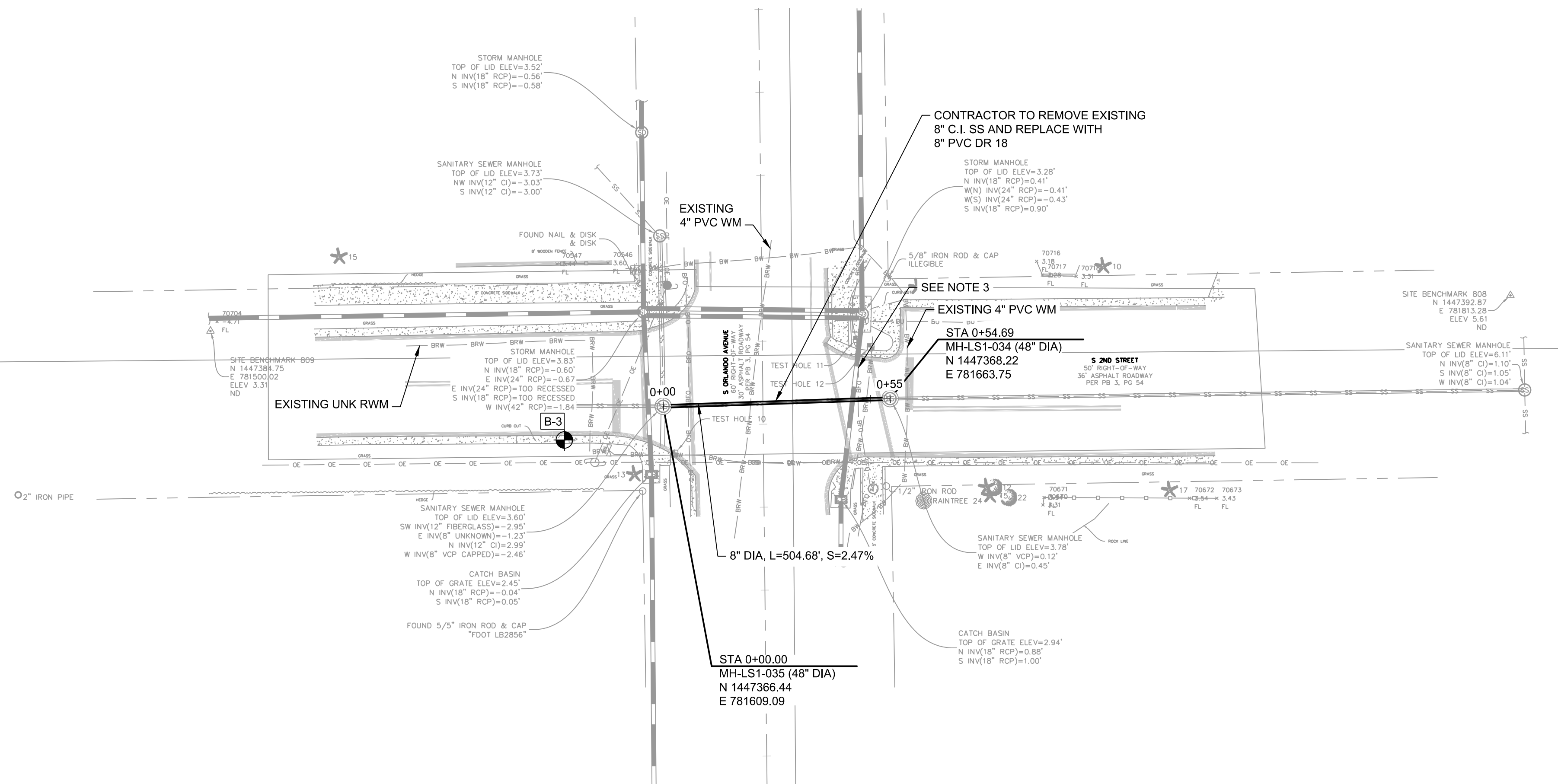
A1A SEWER REPLACEMENT

CIVIL

SS PLAN AND PROFILE -
SOUTH 2ND STREET

C-03

09
OF
41



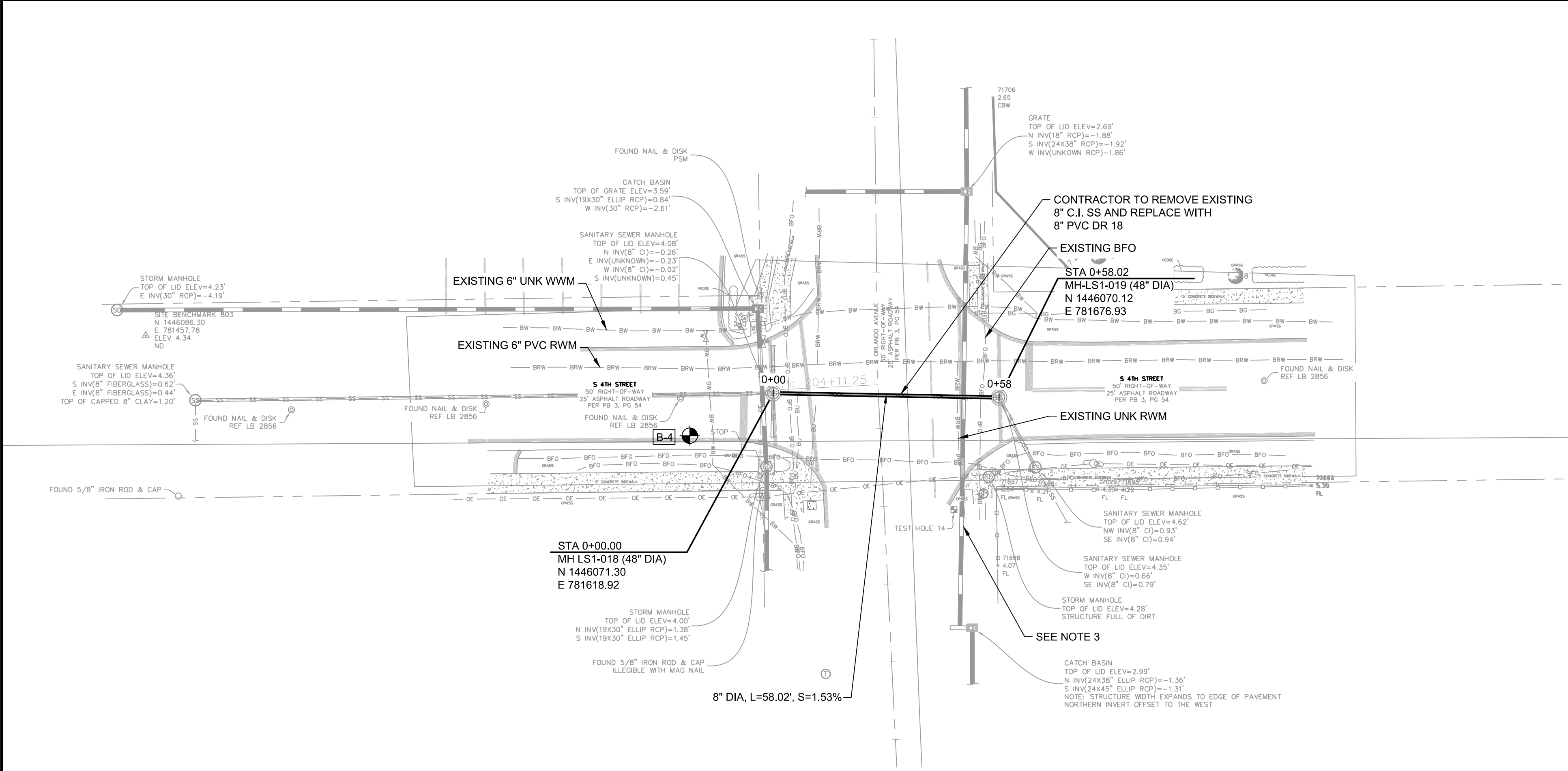
KEY PLAN

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3

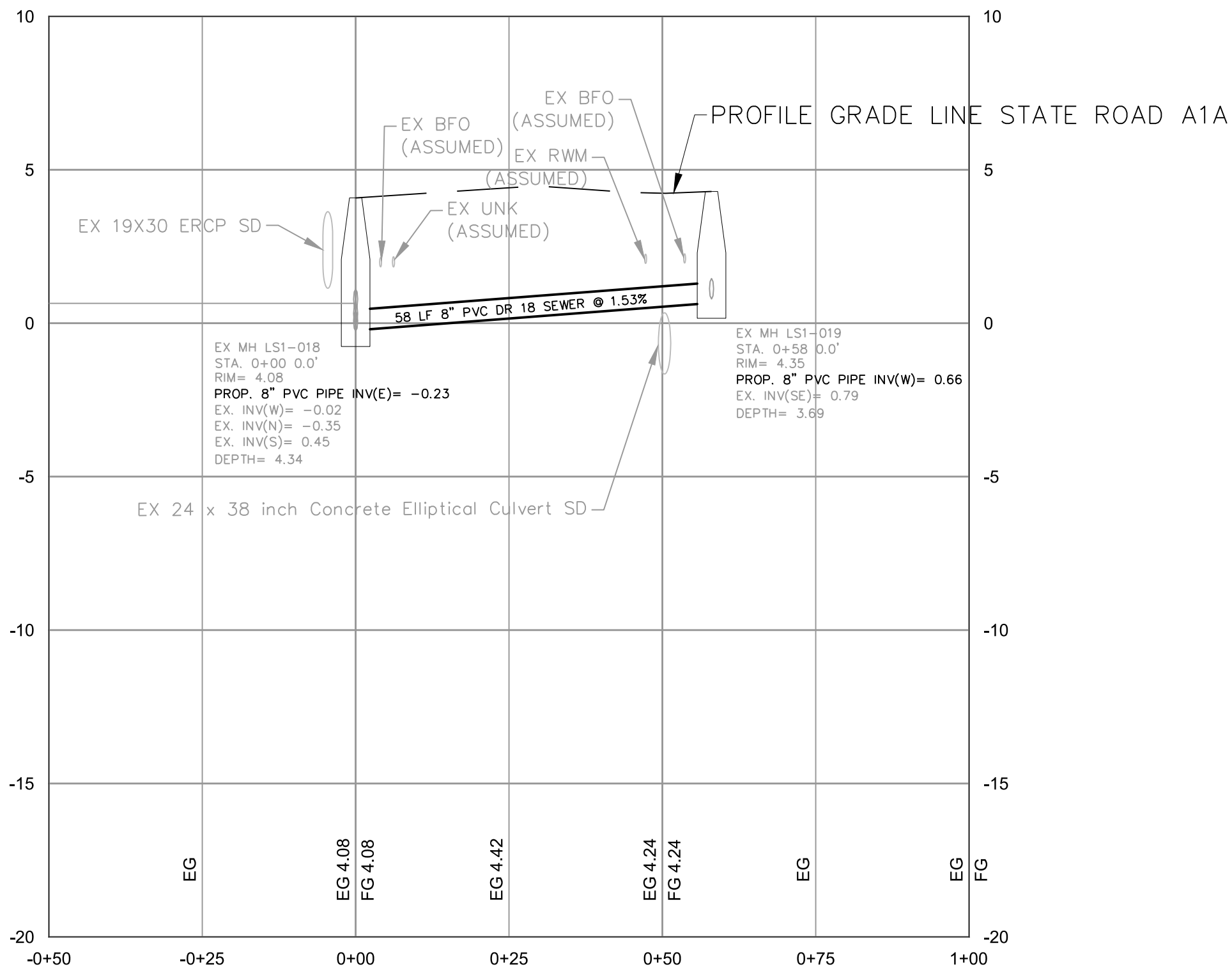
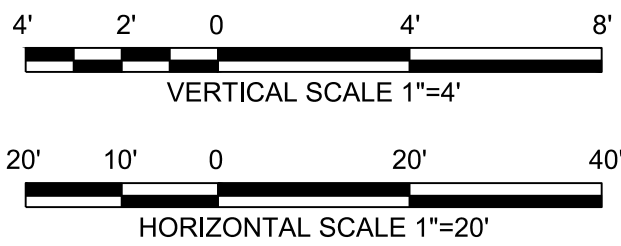
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 D11000

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FDI0000
D11000



NOTES:

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Lytvyn, Olena

Olena Lytvyn, State of Florida
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License No.82696

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DESIGNED:	JNH
DETAILED:	LAP
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025

PROJECT NO.: 419091

A1A SEWER REPLACEMENT

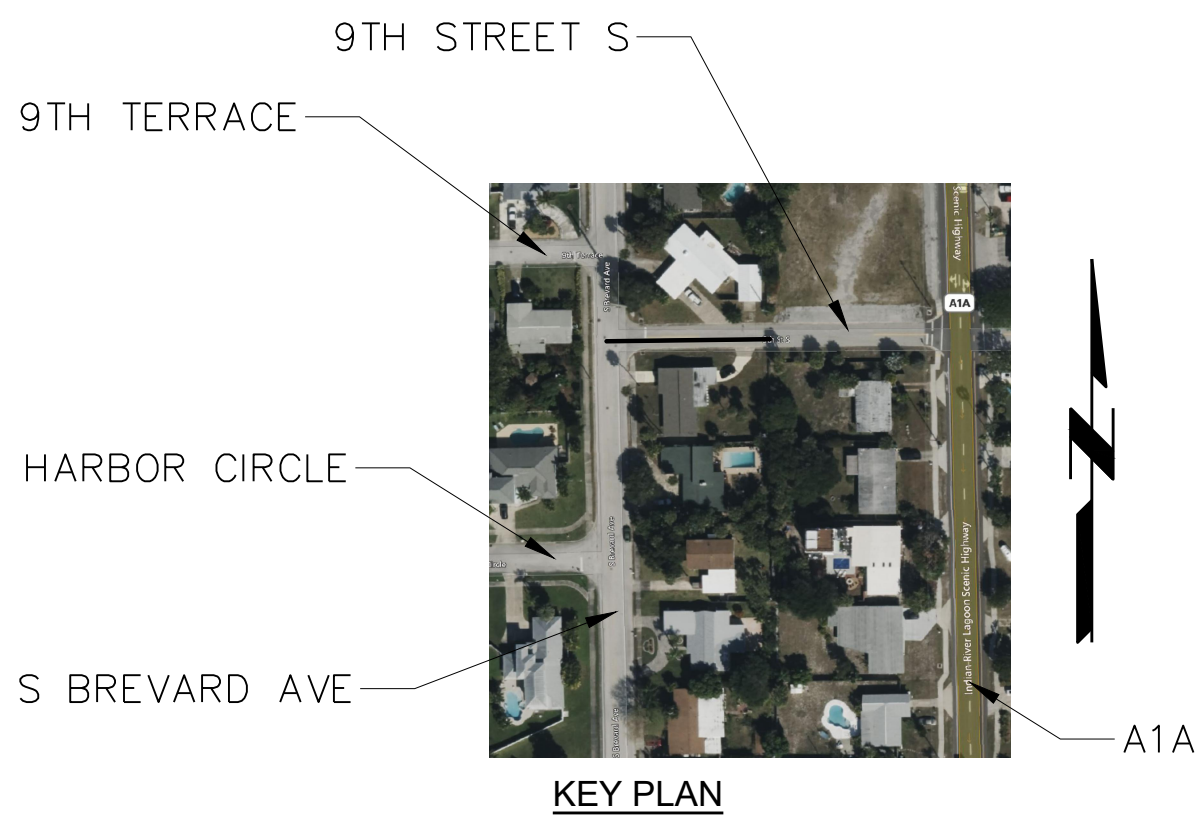
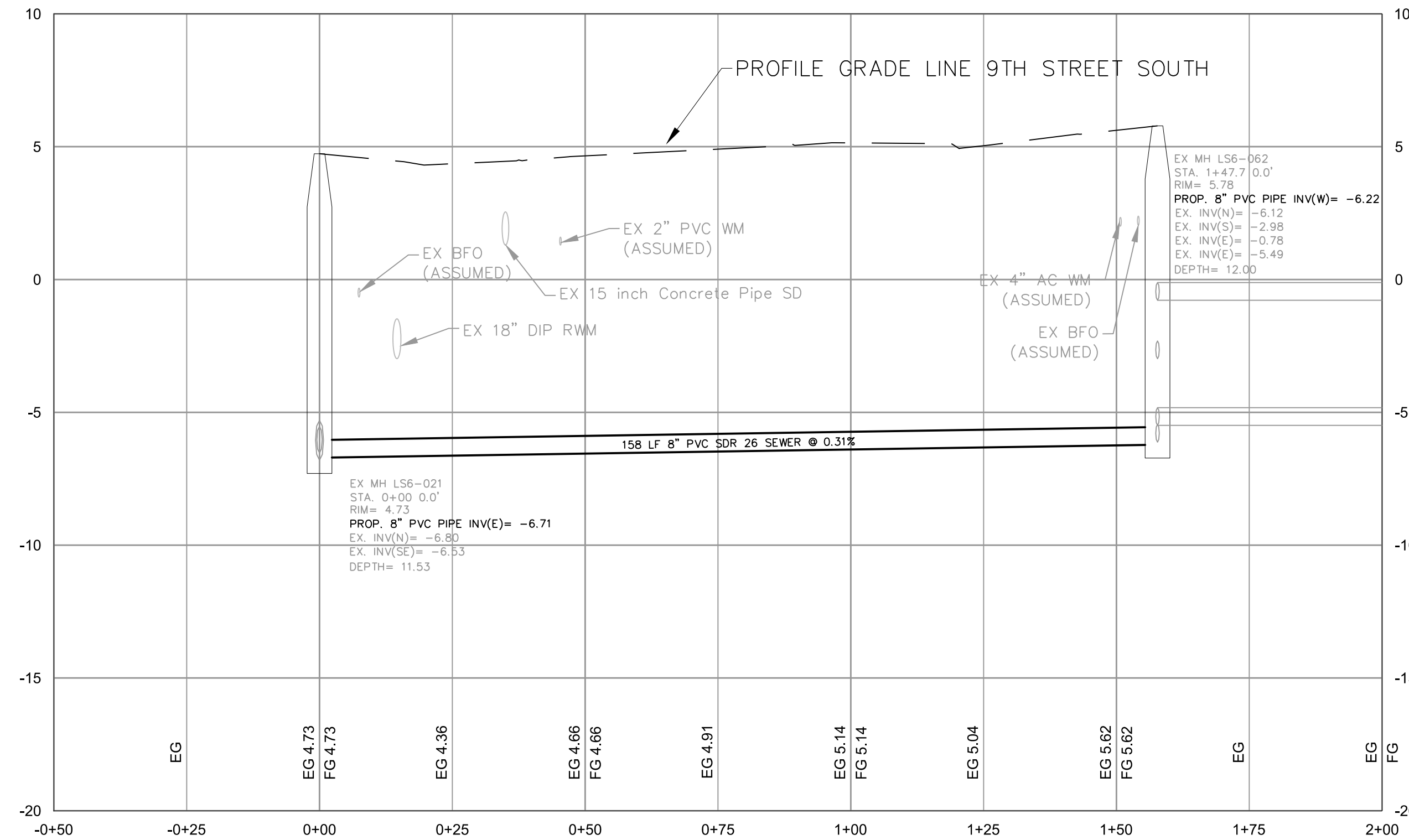
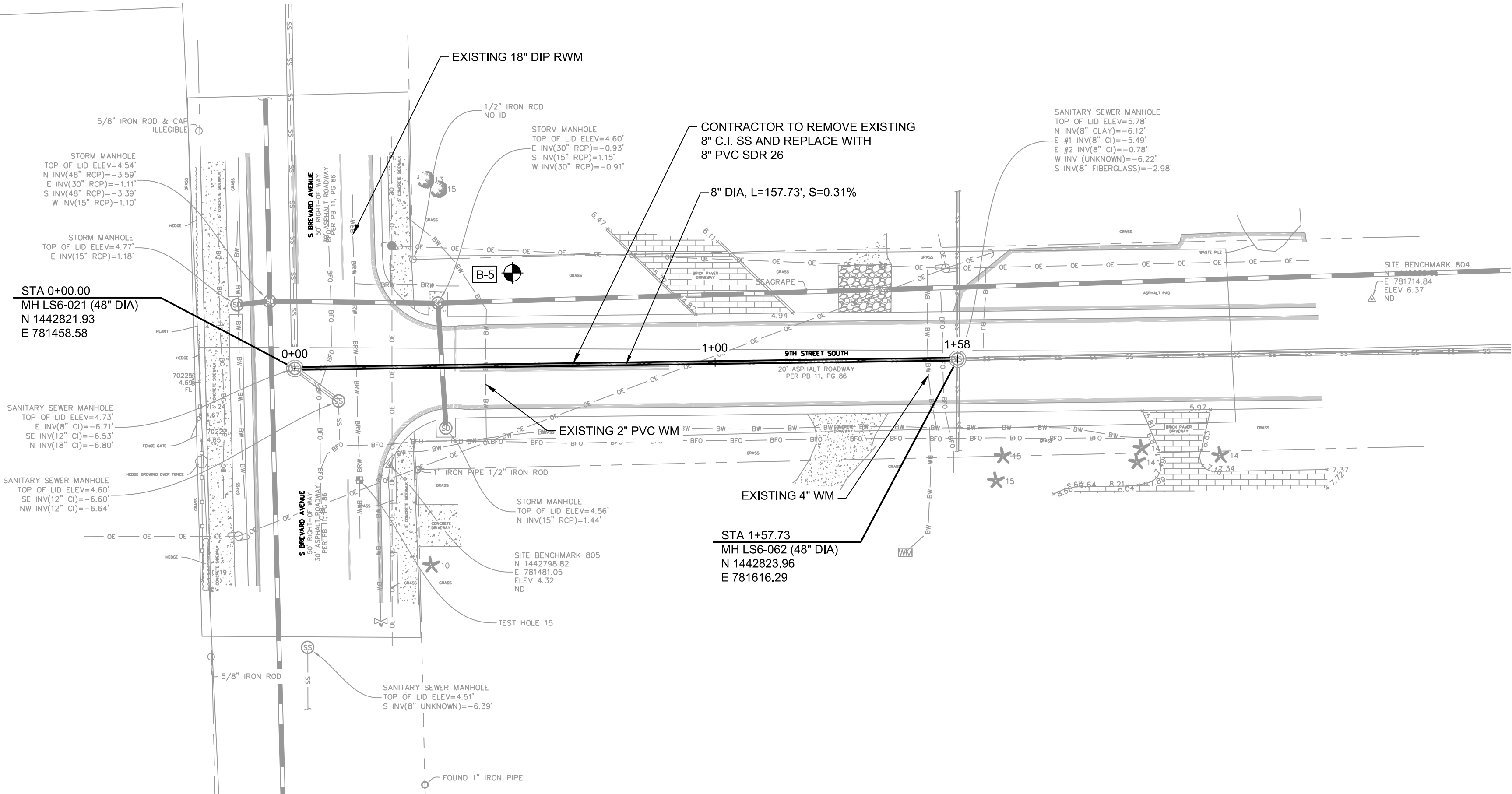
CIVIL

SS PLAN AND PROFILE - SOUTH 4TH STREET

C-04

10
OF
41

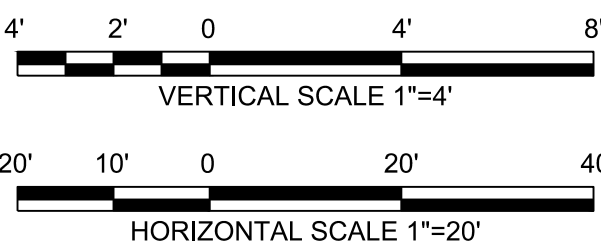
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 FD1000
 D11000



ISSUED FOR BID

NOTES:

- EXISTING PIPE IS 8" CAST IRON.
- CONTRACTOR MUST BY-PASS EXISTING FLOW. AT NO POINT SHALL SERVICE BE DISRUPTED. CONTRACTOR SHALL MAINTAIN TWO PUMPS ON SITE AT ALL TIMES.
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CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025

PROJECT NO.: 419091

A1A SEWER REPLACEMENT

CIVIL

SS PLAN AND PROFILE - 9TH STREET SOUTH

C-05

11
OF
41

Lytvyn, Olena
Digitally signed by Olena Lytvyn, Olena Lytvyn, State of Florida Professional Engineer License No.82696
DN: cn=Olena Lytvyn, o=City of Cocoa Beach, ou=City of Cocoa Beach, email=Olena.Lytvyn@coconutcreek.org, c=USOlena Lytvyn, State of Florida
Professional Engineer
License No.82696This item has been digitally signed
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REPLACEMENTISSUED
FOR BID

REVISIONS AND RECORD OF ISSUE

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DETAILED: LAP
CHECKED: MM
APPROVED: OL
DATE: APRIL 2025

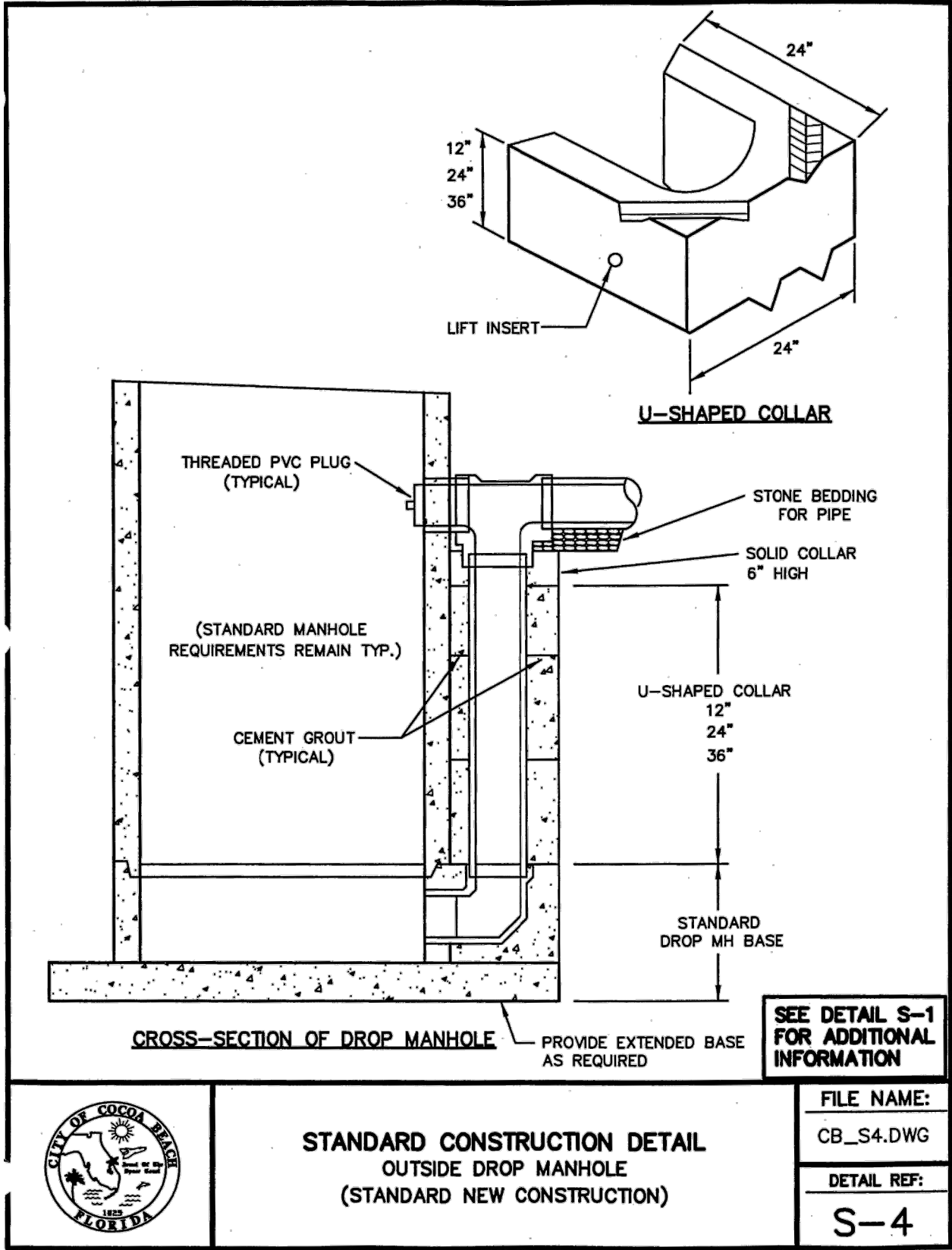
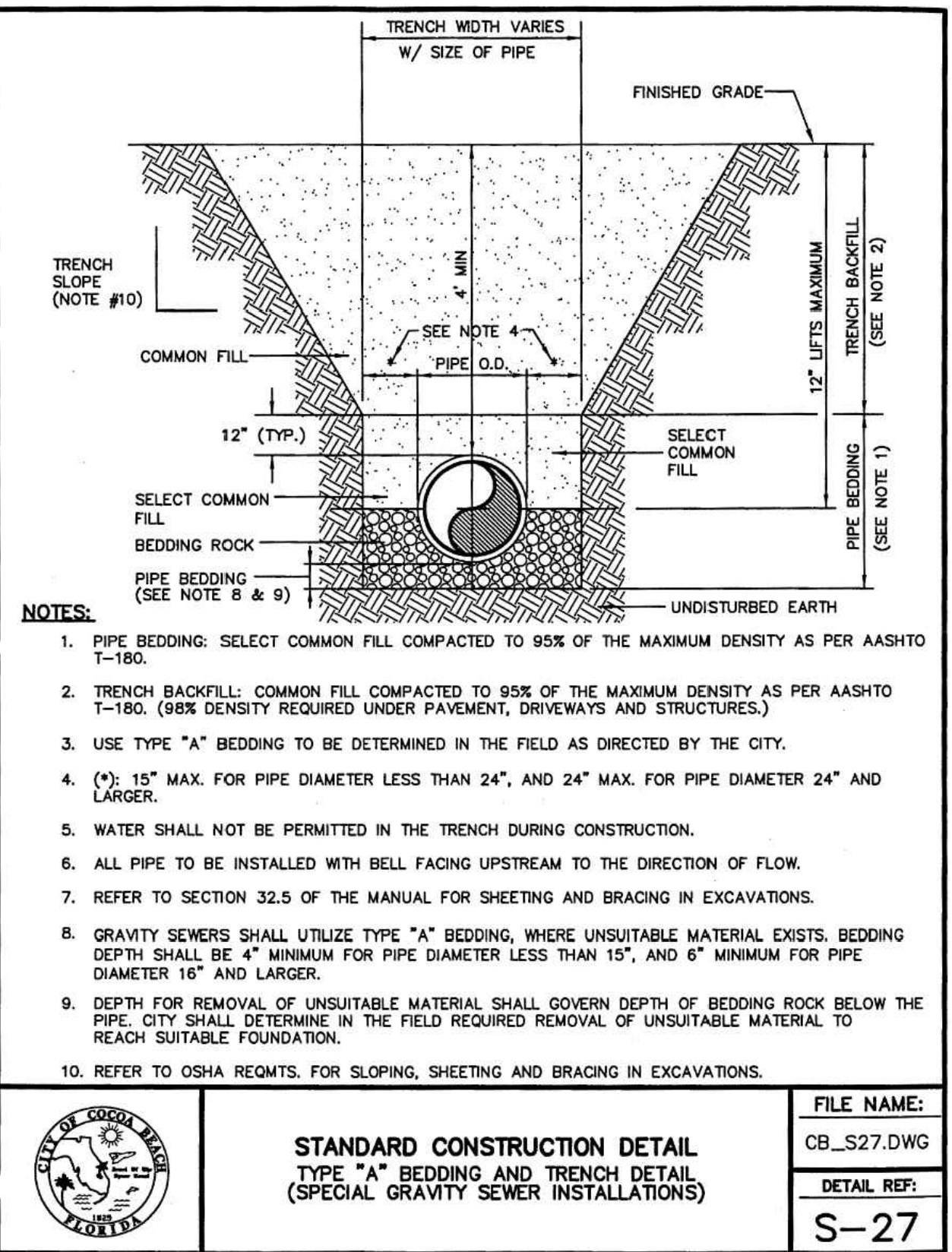
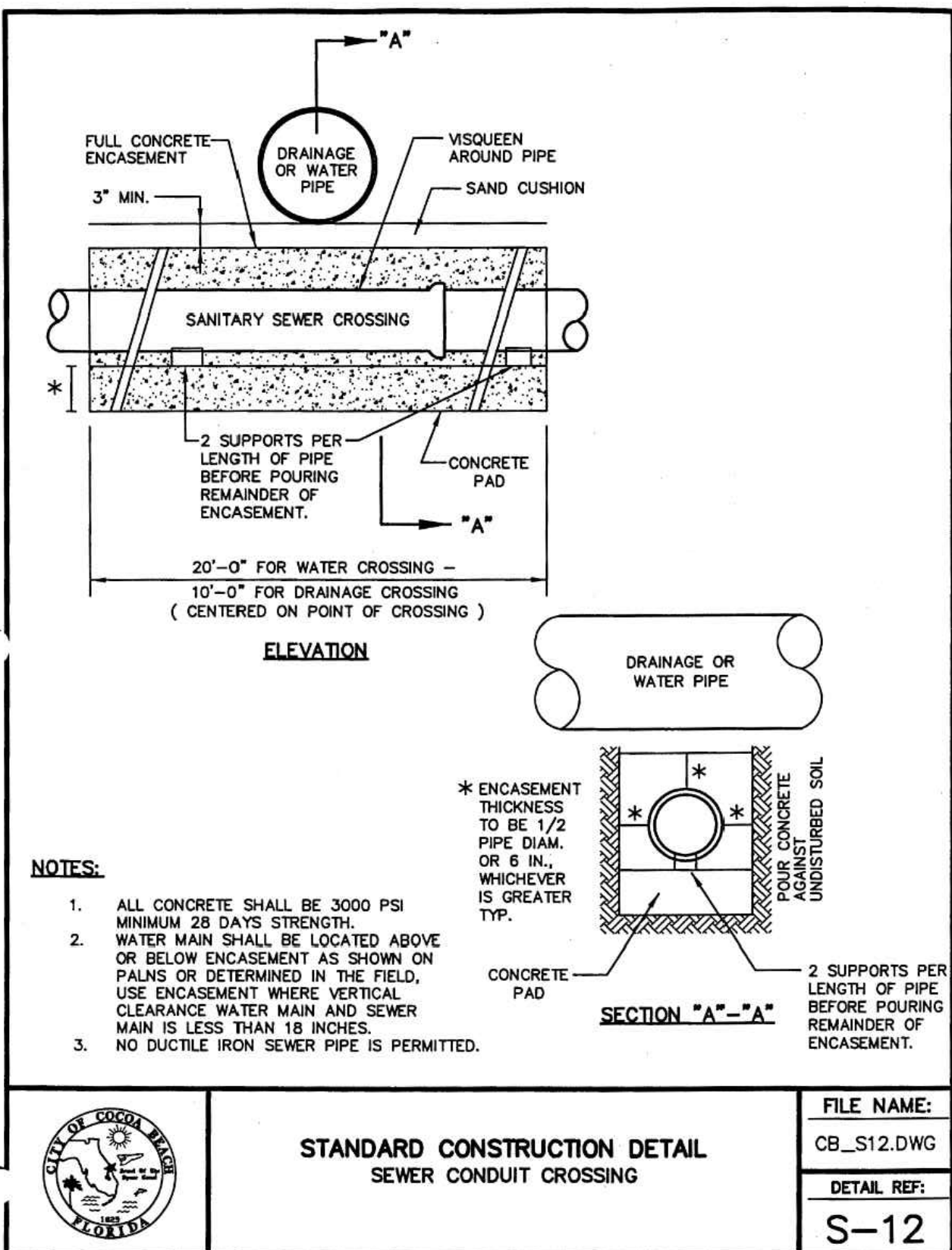
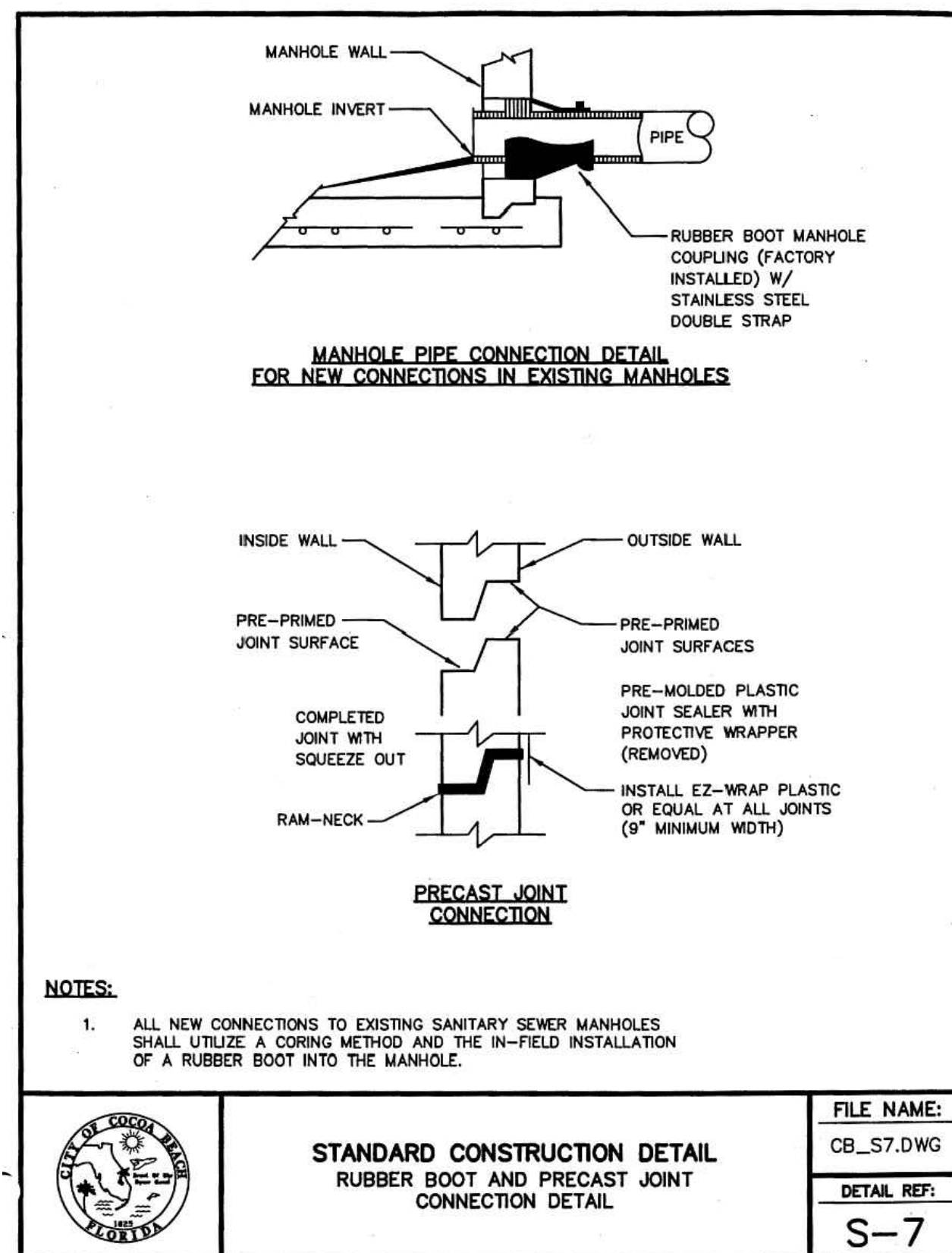
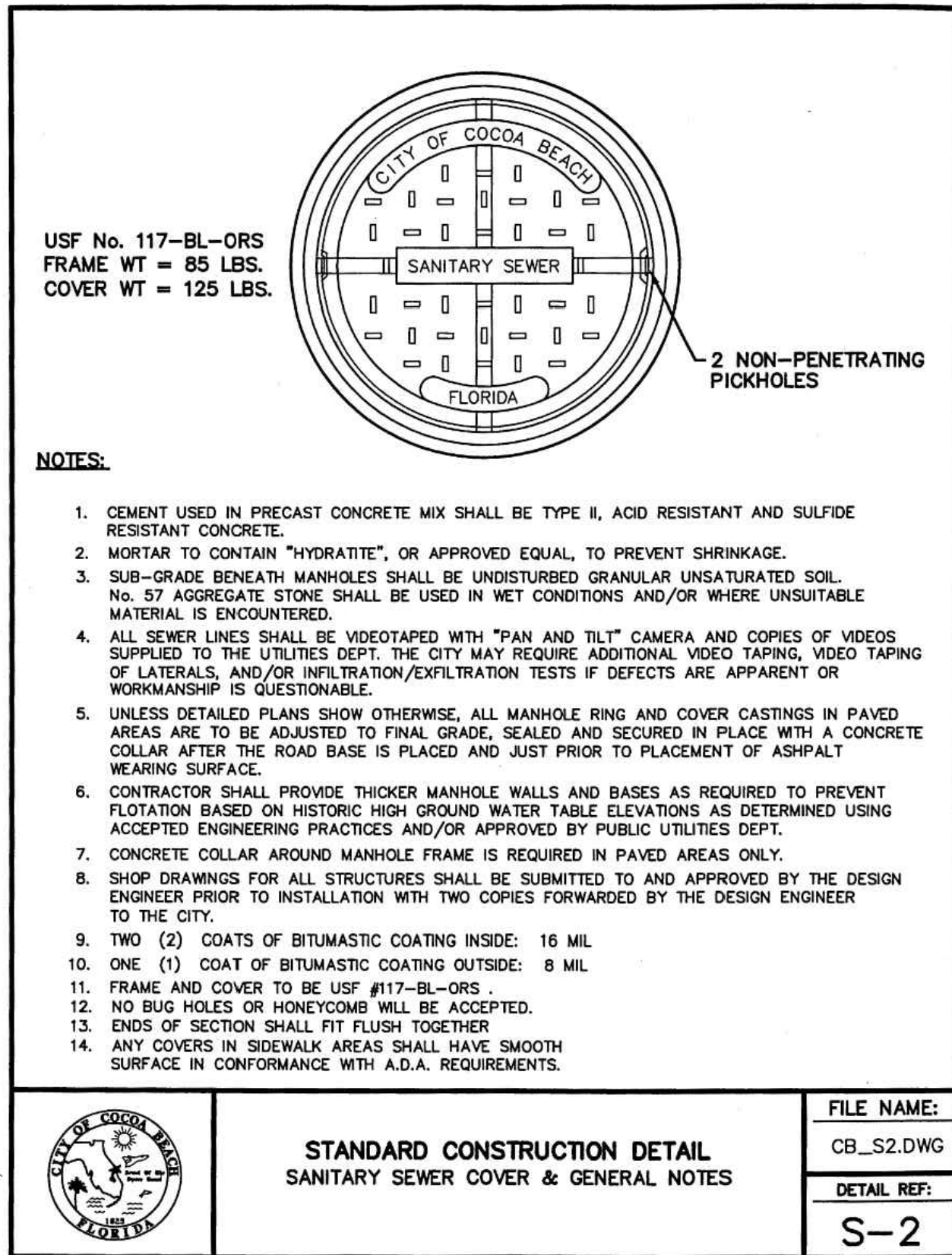
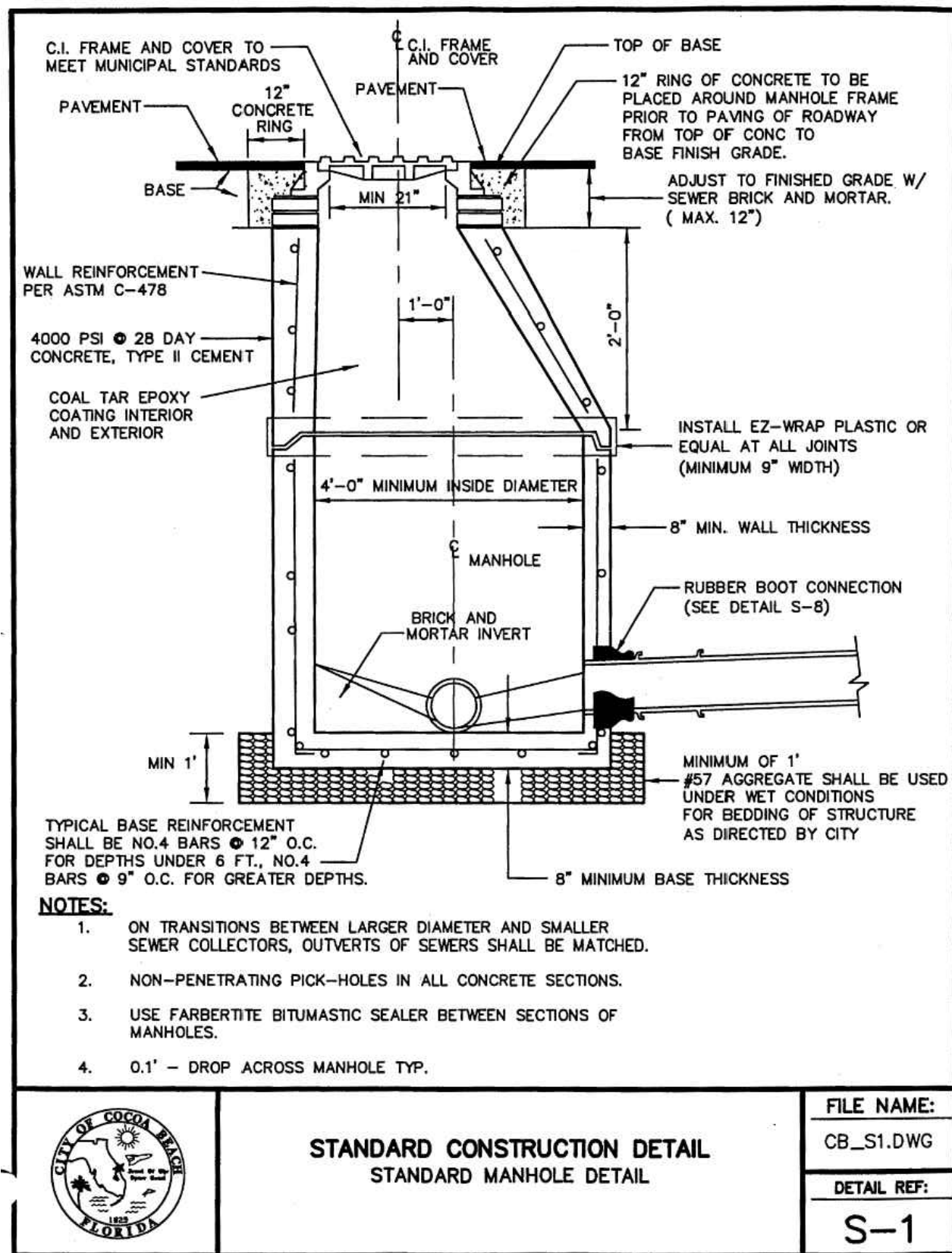
PROJECT NO.: 419091

A1A SEWER REPLACEMENT

CIVIL

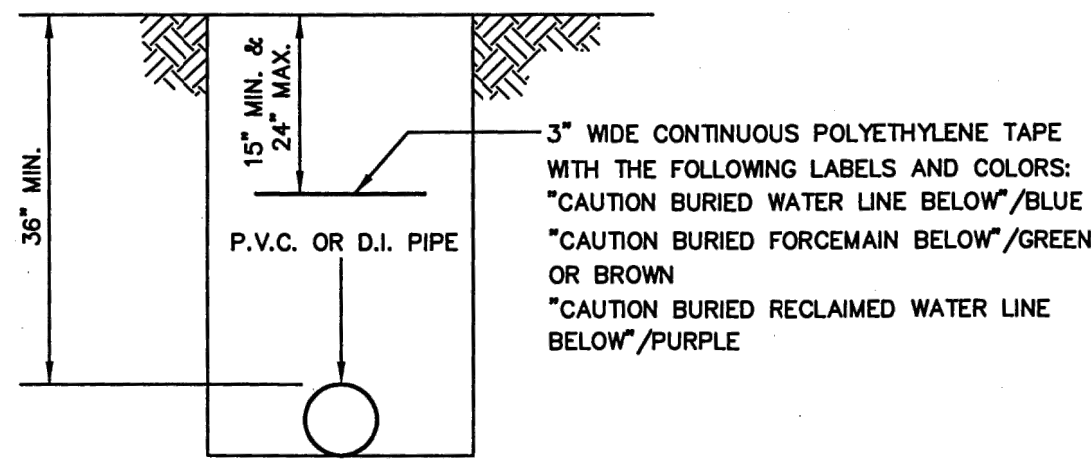
DETAILS

C-06

12
OF
41

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4

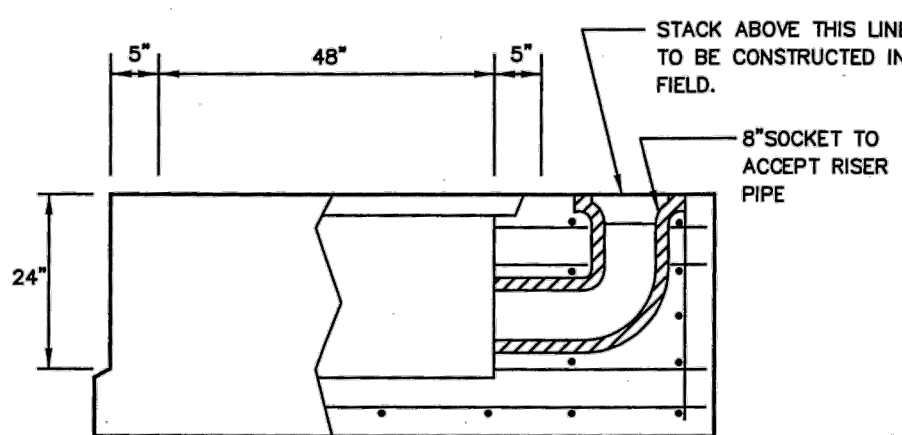
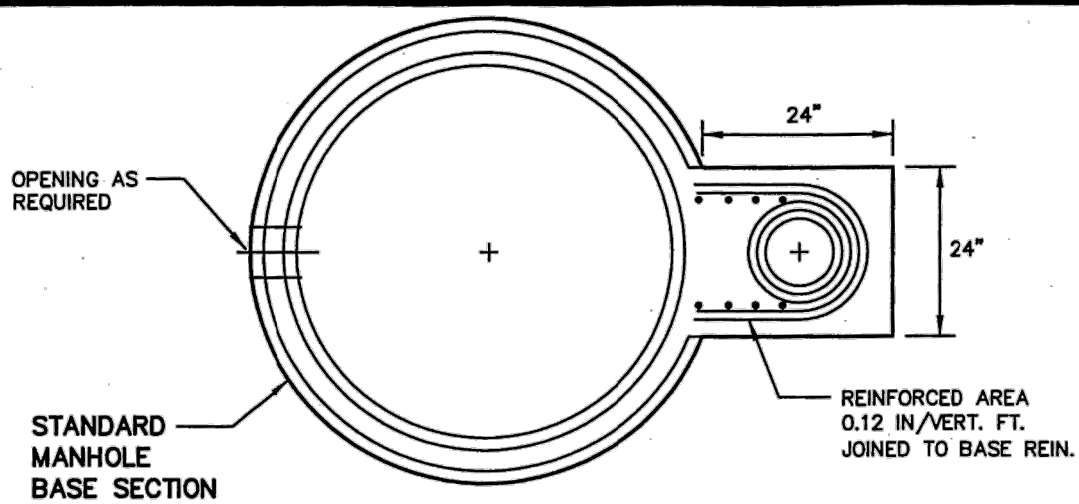


"TERRA TAPE D" or SIMILAR



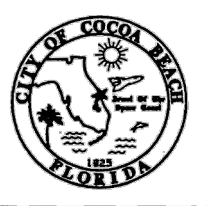
STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE INSTALLATION FOR
SEWER, WATER AND RECLAIMED WATER PIPELINES

FILE NAME:
CB_S11.DWG
DETAIL REF:
S-11



**MANHOLE BASE WITH
PRECAST DROP**

MANHOLE DESIGN
MANHOLE DESIGN SPECIFICATIONS
CONFORM TO "PRECAST REINFORCED
CONCRETE MANHOLE SECTIONS."



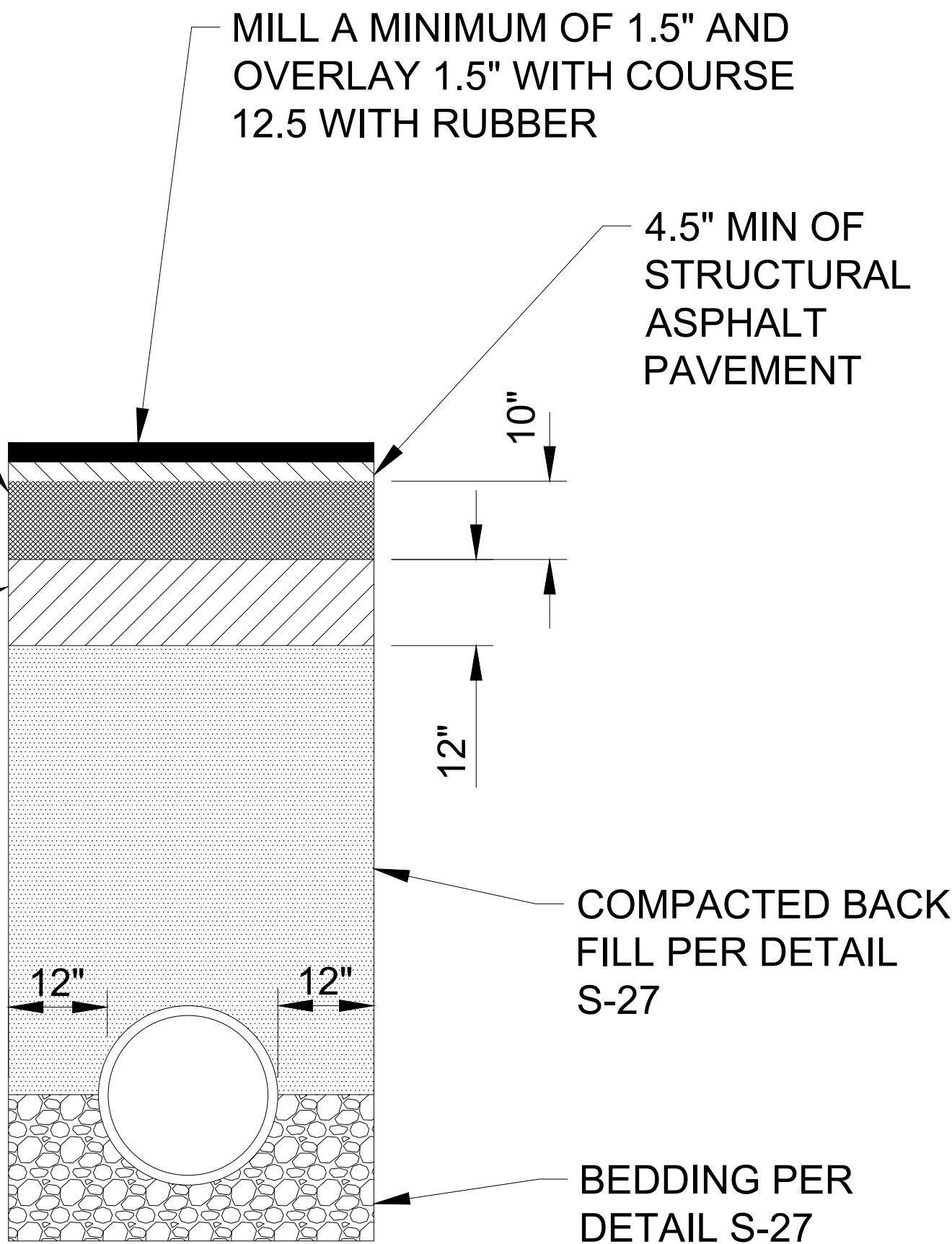
STANDARD CONSTRUCTION DETAIL
OUTSIDE DROP MANHOLE (STANDARD)

FILE NAME:
CB_S5.DWG
DETAIL REF:
S-5

10" OF ASPHALT CONCRETE
BASE MATERIAL (PER FDOT
STANDARDS) COMPACTED TO
AT LEAST 98% DENSITY PER
AASHTO T-180 6" LIFTS MAX

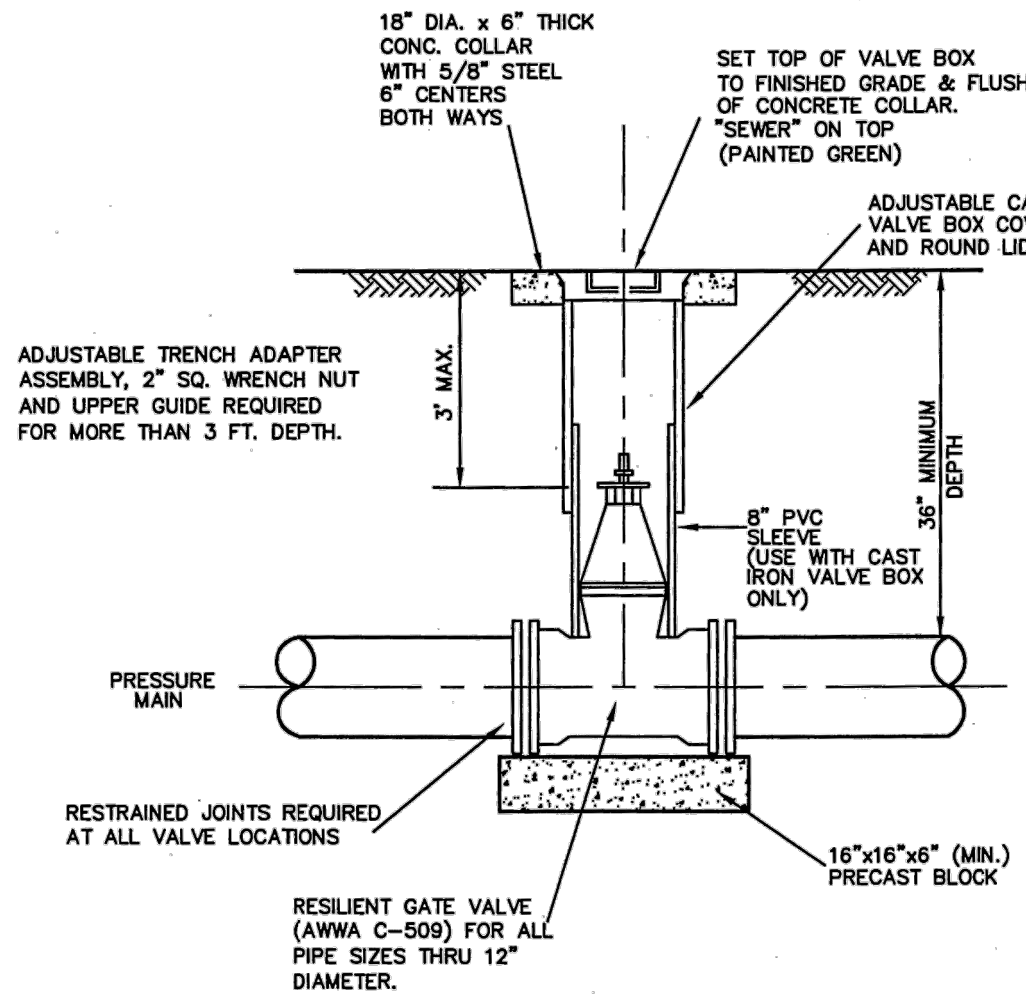
12" OF STRABILIZED
SUB-GRADE LBR 40
COMPACTED TO AT
LEAST 98% DENSITY
PER AASHTO T-180

VARIES



PAVEMENT RESTORATION DETAIL

NOT TO SCALE

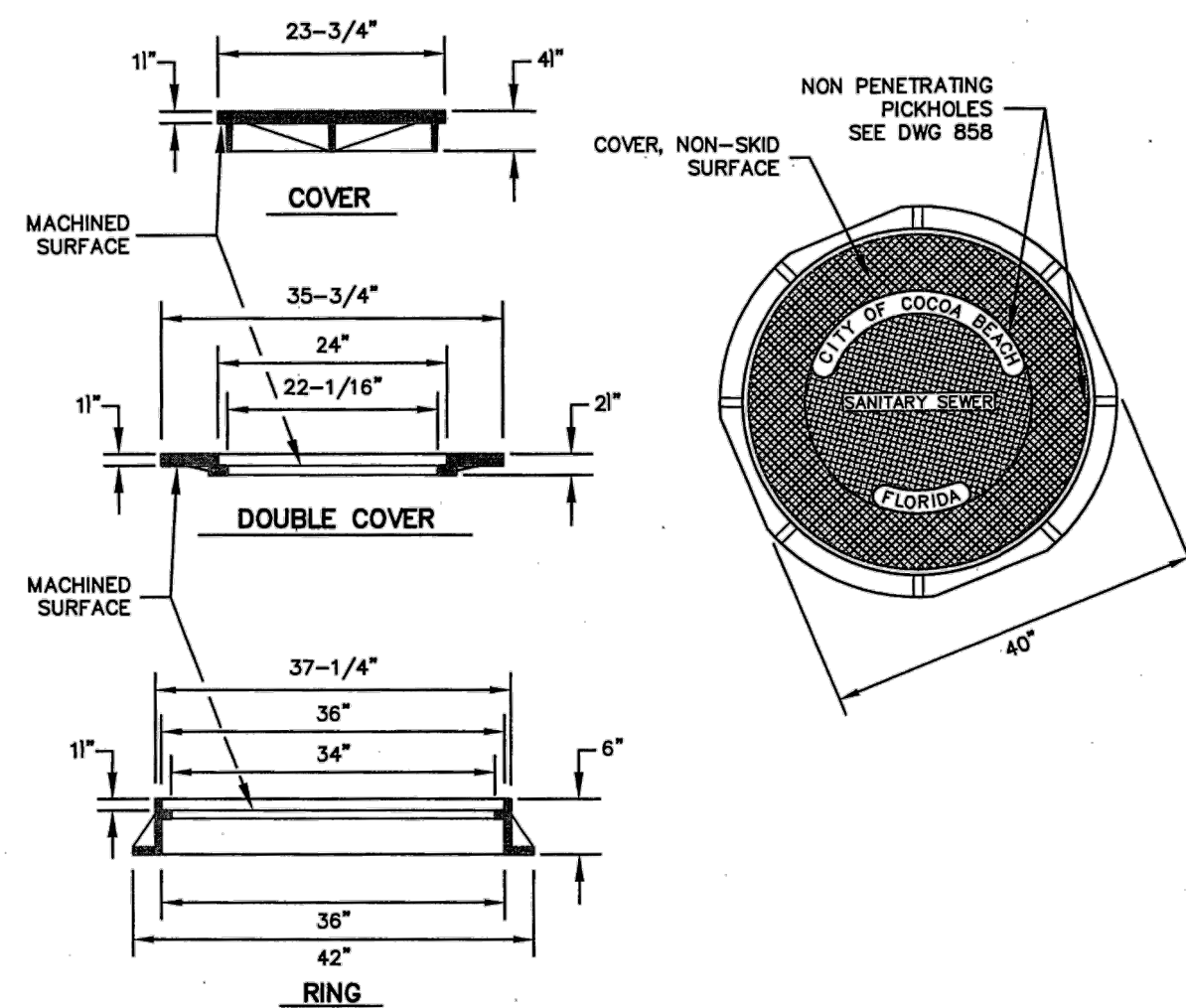


NOTE:
1. ROD OR BOLT TO TEE WHERE APPLICABLE.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER FORCE MAIN VALVE & VALVE BOX

FILE NAME:
CB_S26.DWG
DETAIL REF:
S-26



NOTES:
1. U.S. FOUNDRY 666 RING & CR-ORS & XB-ORS COVERS
2. COVER WT.: 212 LBS. APP. (185 LBS. ACTUAL)
3. DOUBLE COVER WT.: 215 LBS. APP.
4. RING WT.: 225 LBS. APP.
5. MATERIAL: ASTM-A48 CLASS 30B GRAY IRON
6. COVERS IN SIDEWALKS SHALL MEET A.D.A. REQUIREMENTS.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER DOUBLE MANHOLE COVER

FILE NAME:
CB_S29.DWG
DETAIL REF:
S-29

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Lytyn, Olena
Digitally signed by Lytyn, Olena
DN: cn=Lytyn, o=Black & Veatch Corporation,
ou=Engineering, email=Olena.Lytyn@bv.com,
c=US, email=Olena.Lytyn@bv.com, serialNumber=6A520C3074892418,
c=US, email=Olena.Lytyn@bv.com

Olena Lytyn, State of Florida
Professional Engineer
License No. 82696

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**A1A SEWER
REPLACEMENT**

**ISSUED
FOR BID**

REVISIONS AND RECORD OF ISSUE
DESIGNED: LAP
DETAILED: JNH
CHECKED: MM
APPROVED: OL
DATE: APRIL 2025
PROJECT NO.: 419091

A1A SEWER REPLACEMENT

CIVIL

DETAILS

C-07



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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[illegible]

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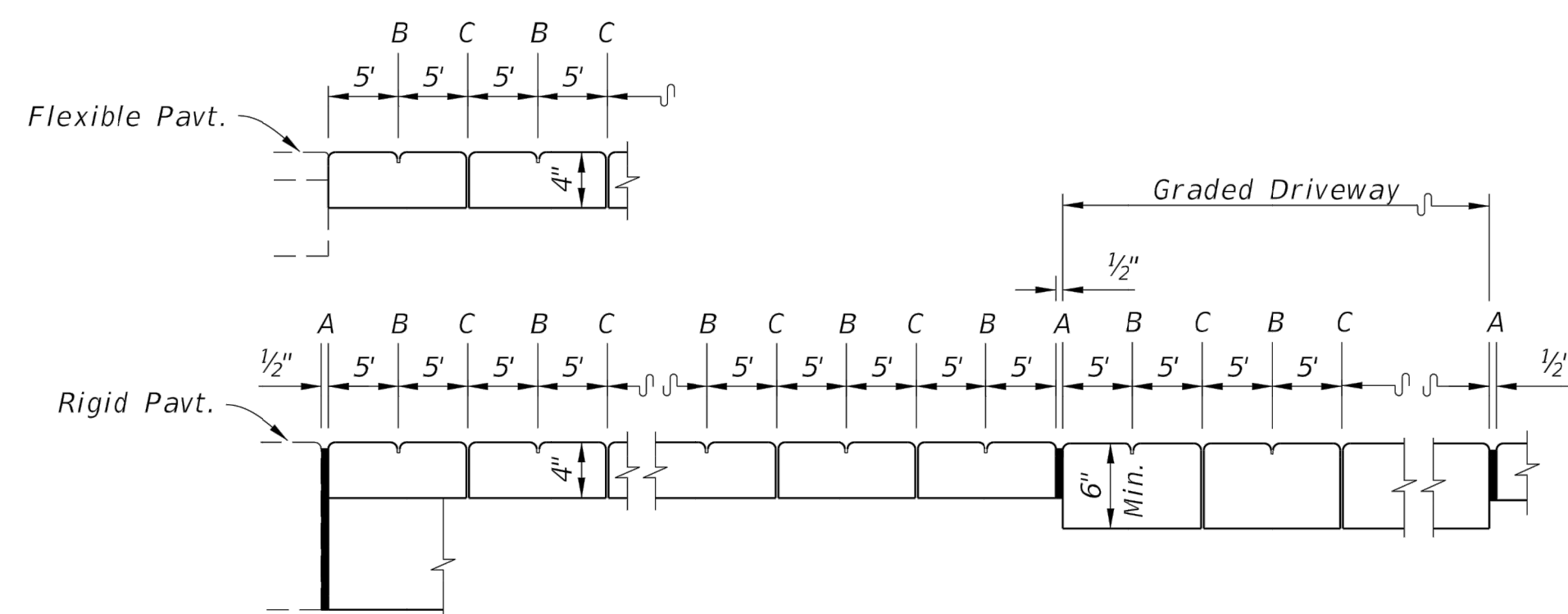
A1A SEWER REPLACEMENT

CIVIL

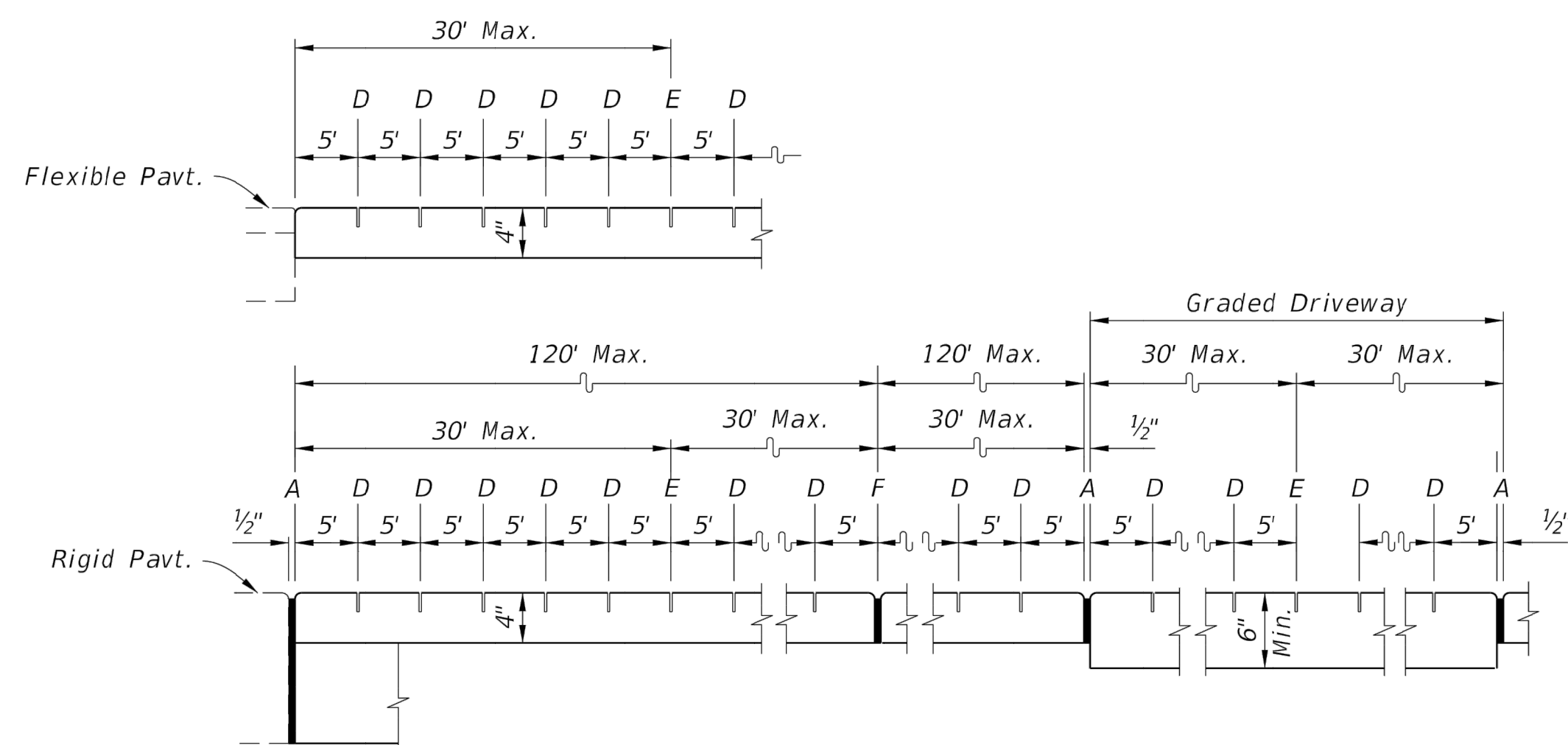
DETAILS

C-08

14
OF
41



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- 1/2" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- $\frac{1}{8}$ " Dummy Joints, Tooled

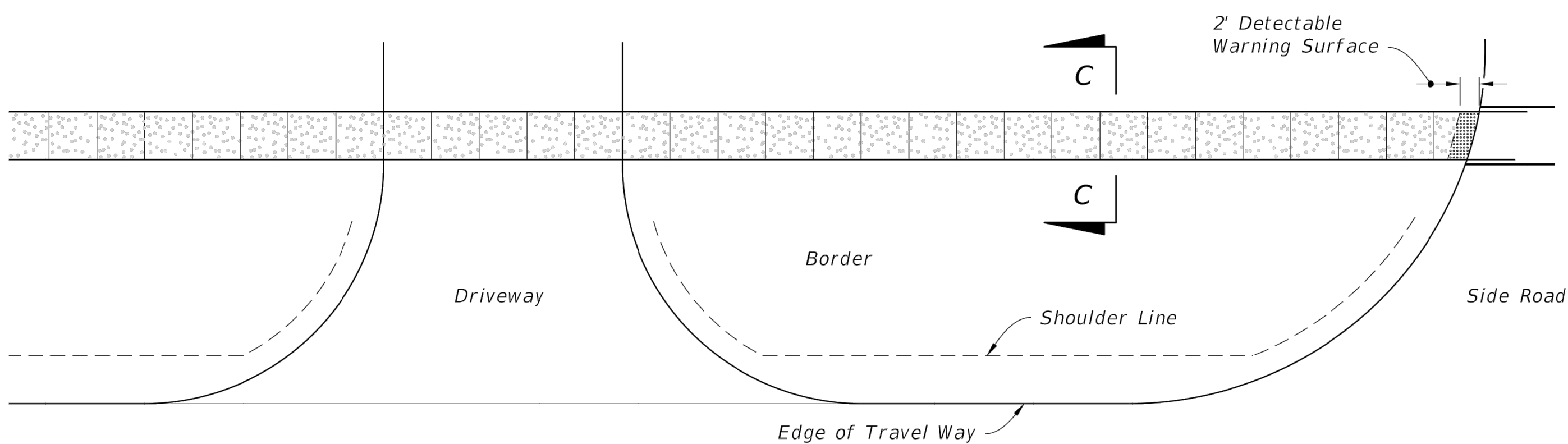
C- 1/8" Formed Open Joints

D- 3/16" Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 5' Centers

E- $\frac{3}{16}$ " Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers
Joint(s) Required When Length Exceeds 30'

F- 1/2" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

SIDEWALK JOINTS



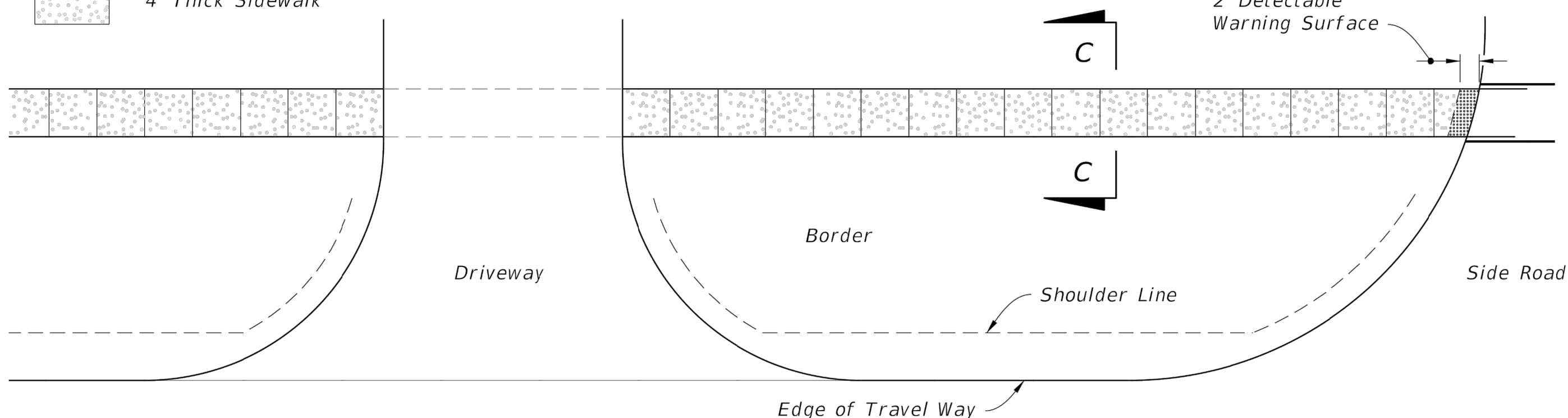
PLAN

CONTINUOUS SIDEWALK

LEGEND:

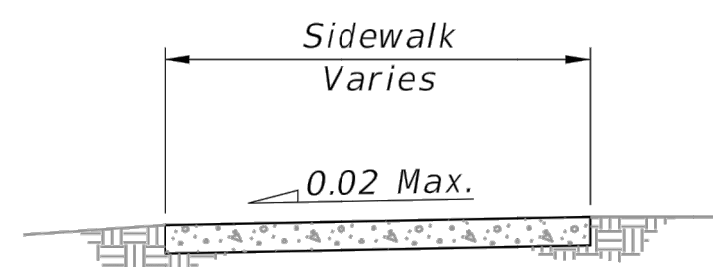


4" Thick Sidewalk



PLAN

DISCONTINUOUS SIDEWALK



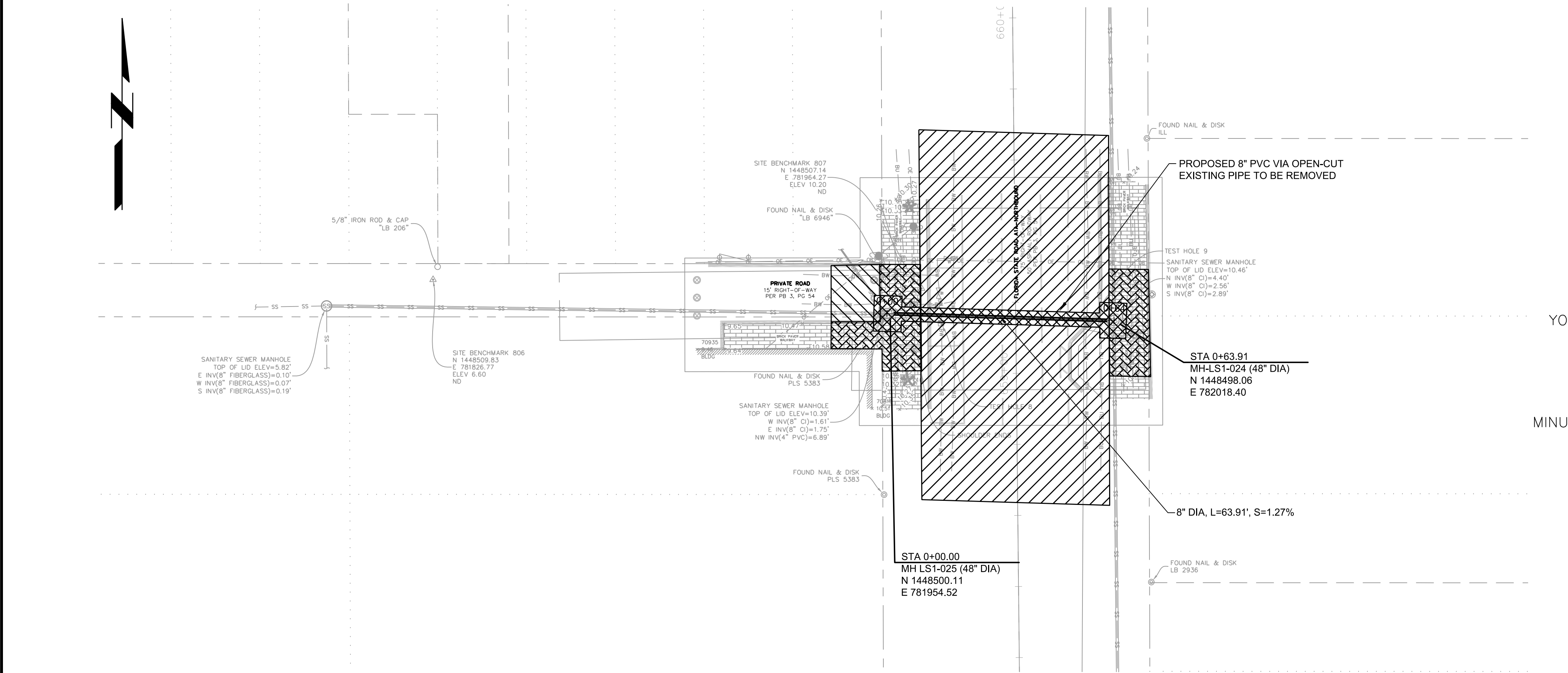
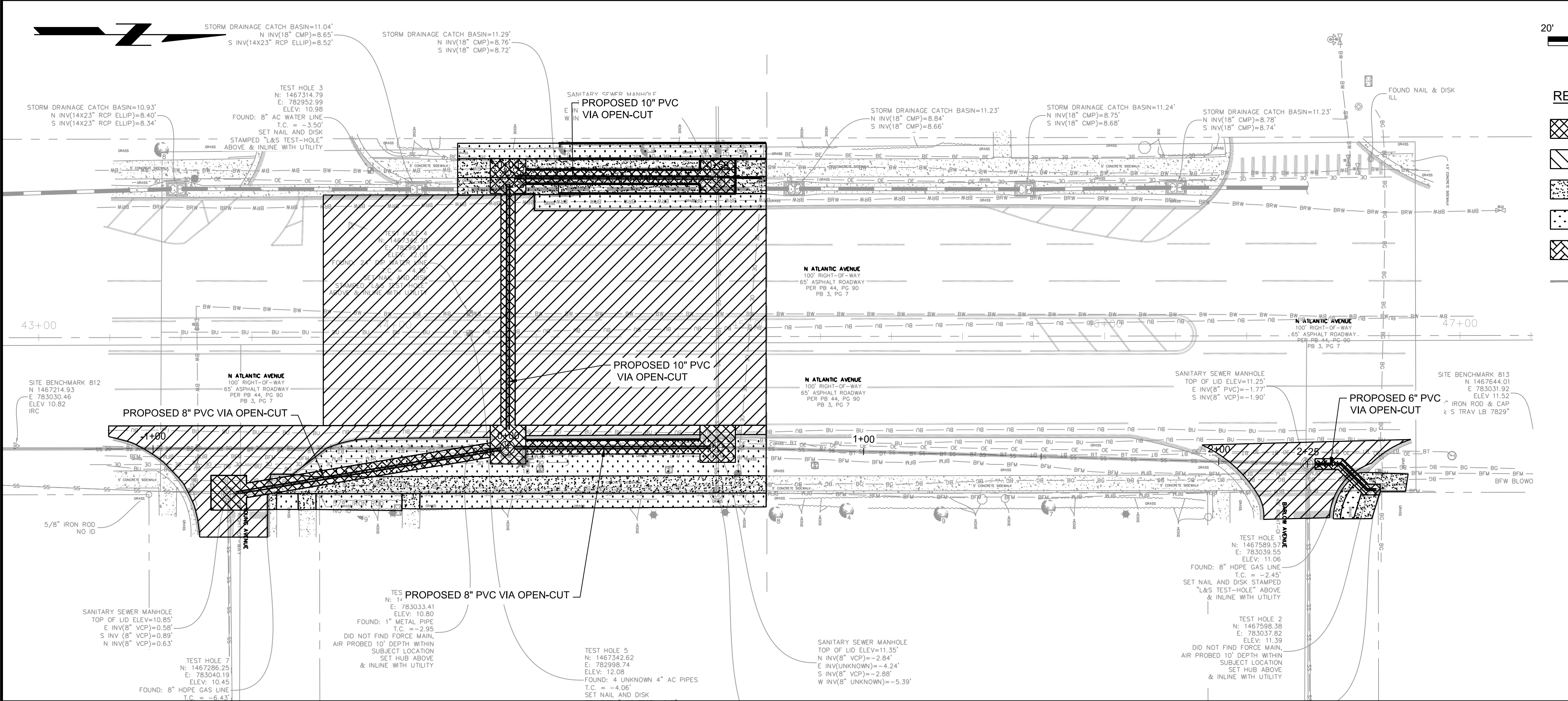
SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3

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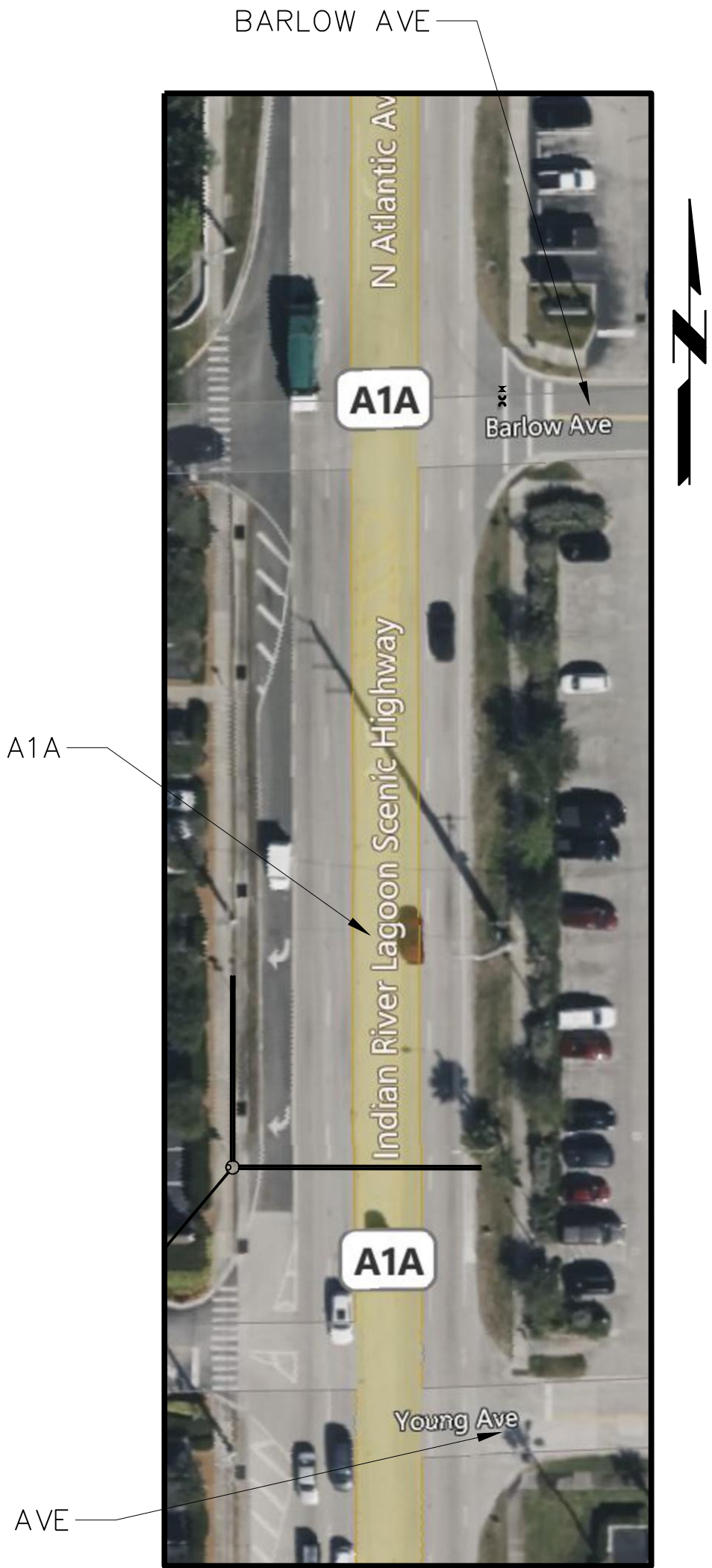


RESTORATION LEGEND

- ASPHALT RESTORATION
- MILL AND OVERLAY
- CONCRETE SIDEWALK
- LAWN RESTORATION
- BRICK PAVER WALKWAY RESTORATION
- PAVEMENT MARKINGS

NOTES:

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- Coordinate Open Cut and Mill & Resurface Repair with FDOT Permits Office at (321) 634-6100.



KEY PLAN



KEY PLAN

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Black & Veatch Corporation
Kansas City, Missouri



Lytyn, Olena

Olena Lytyn, State of Florida
Professional Engineer
License No.82696

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DATE:	APRIL 2025
PROJECT NO.:	419091

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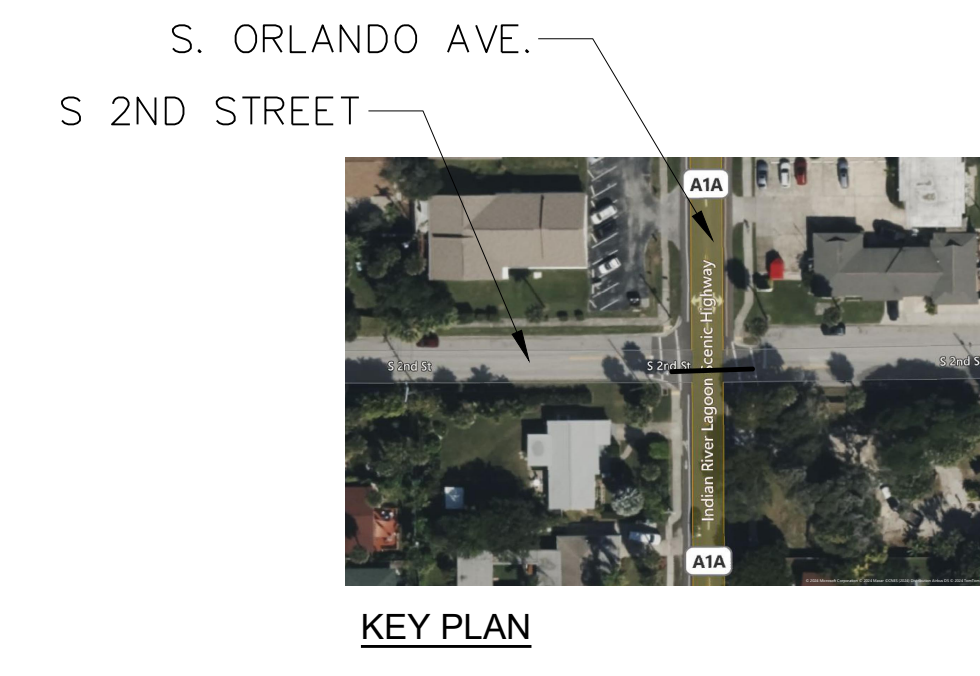
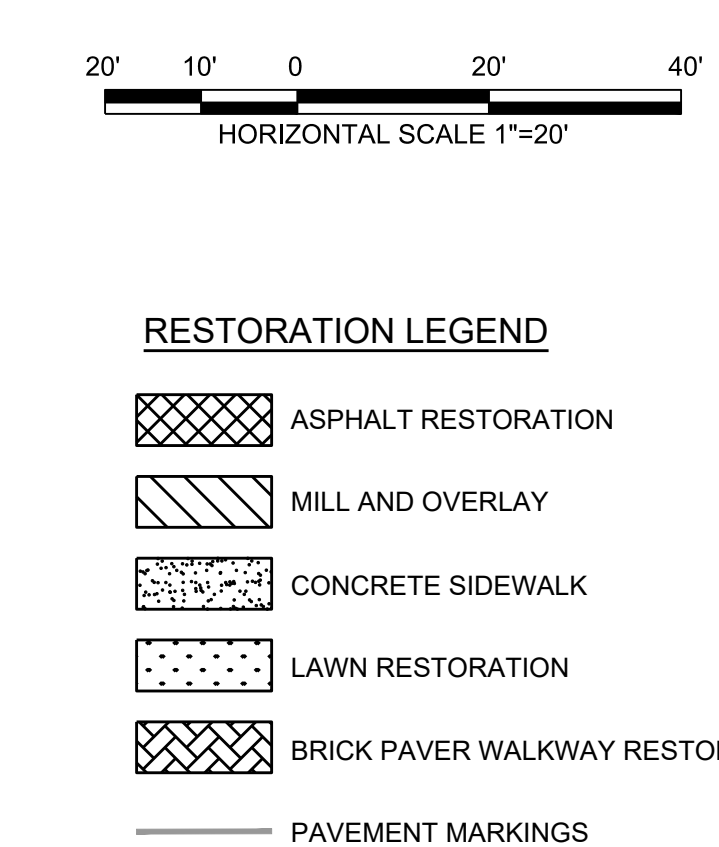
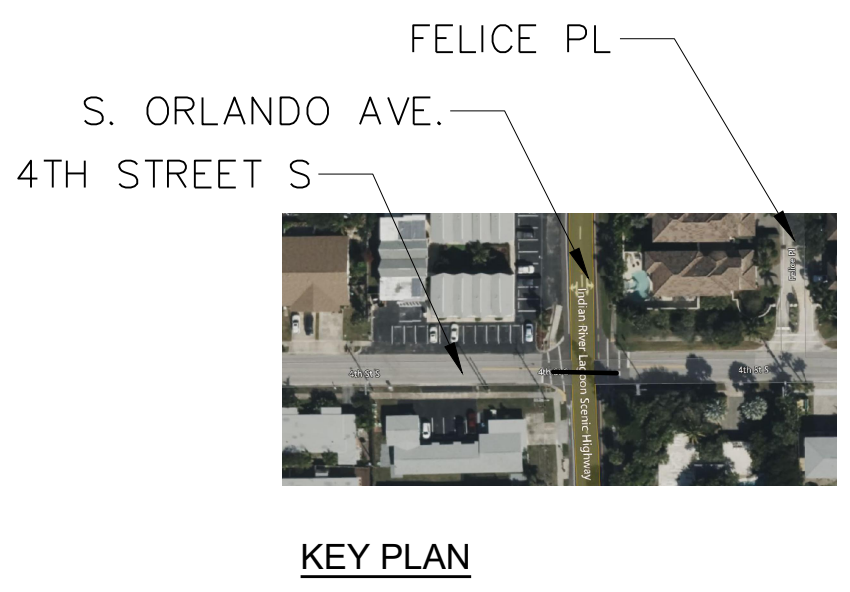
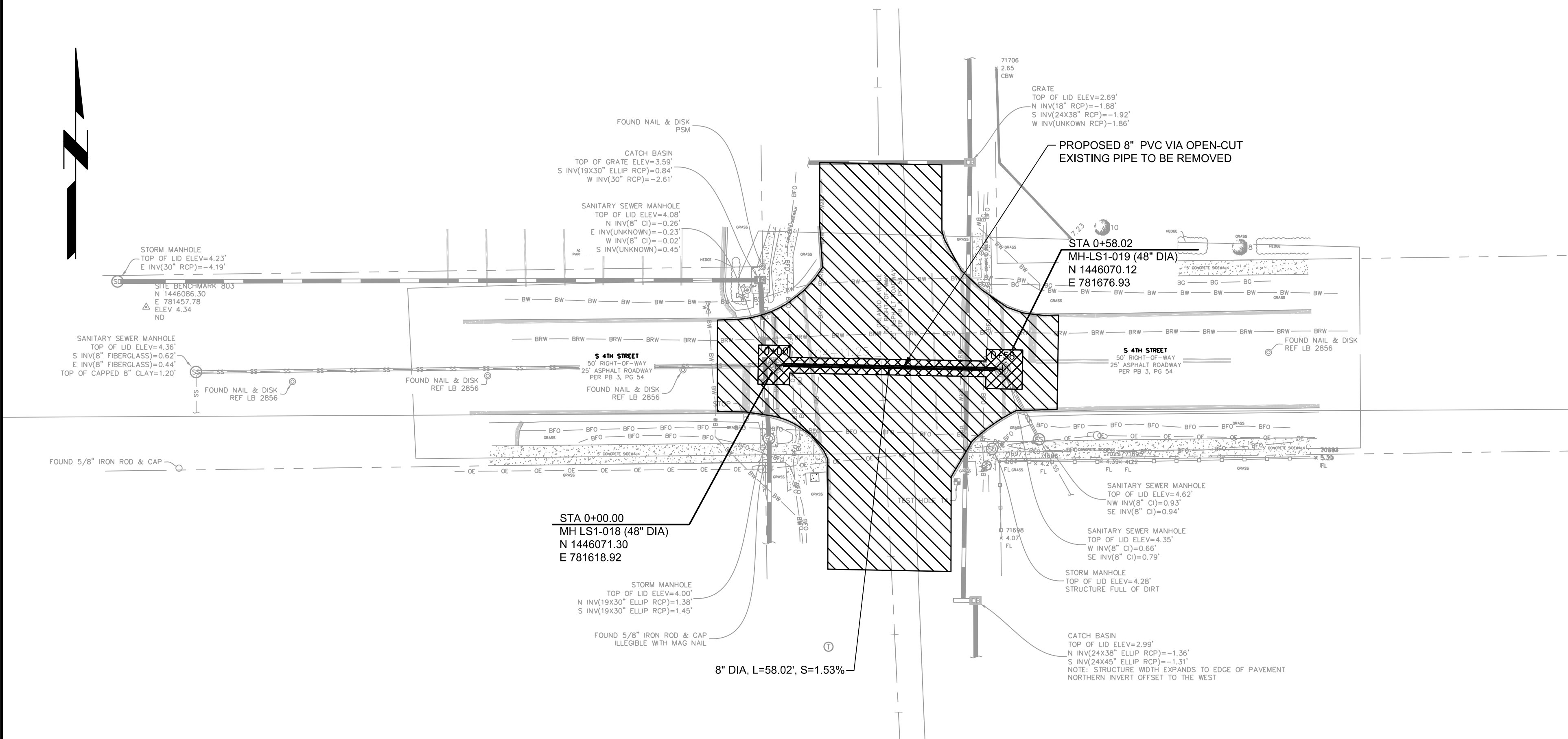
CIVIL

PAVEMENT RESTORATION PLAN

P-01

15 OF 41

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ISSUED FOR BID

Black & Veatch Corporation
Kansas City, Missouri

CITY OF COCOA BEACH
FLORIDA

Lytvyn, Olena

Olena Lytvyn, State of Florida
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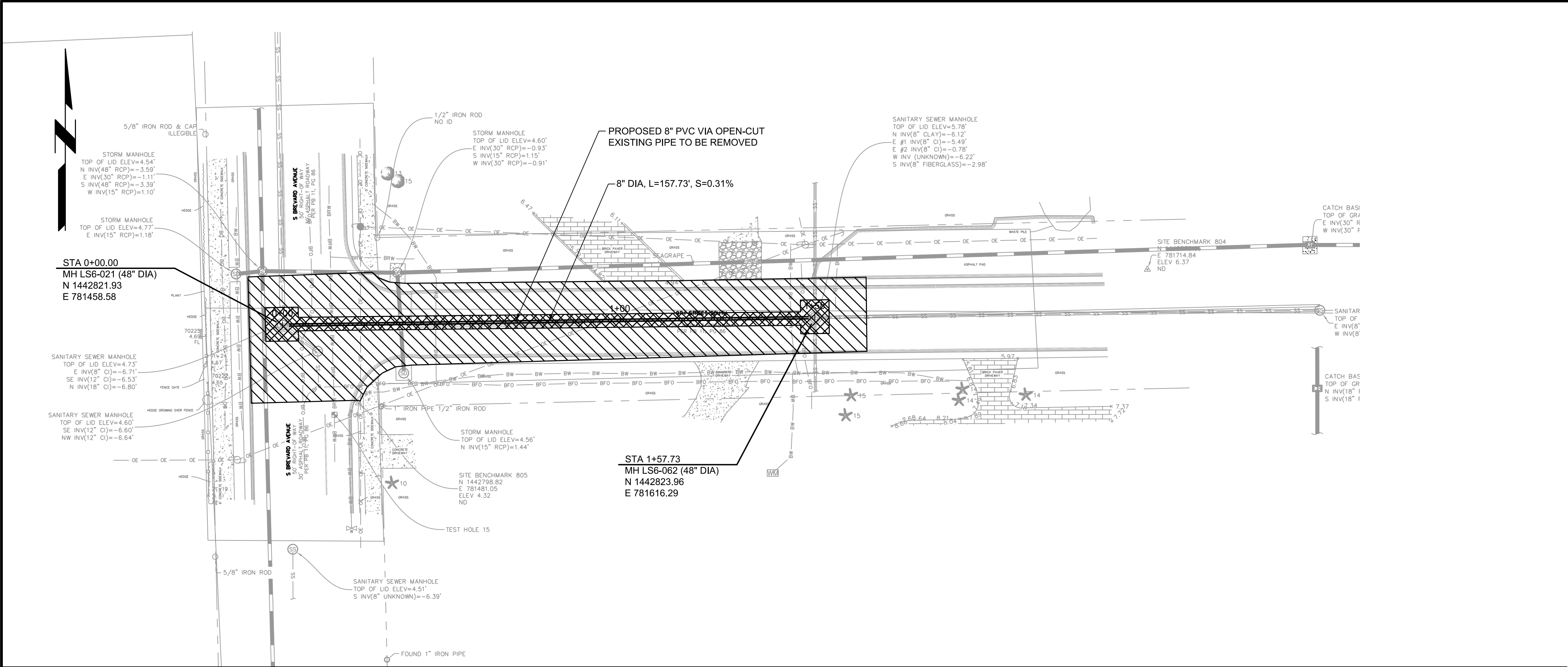
CIVIL

PAVEMENT RESTORATION PLAN

P-02

16 OF 41

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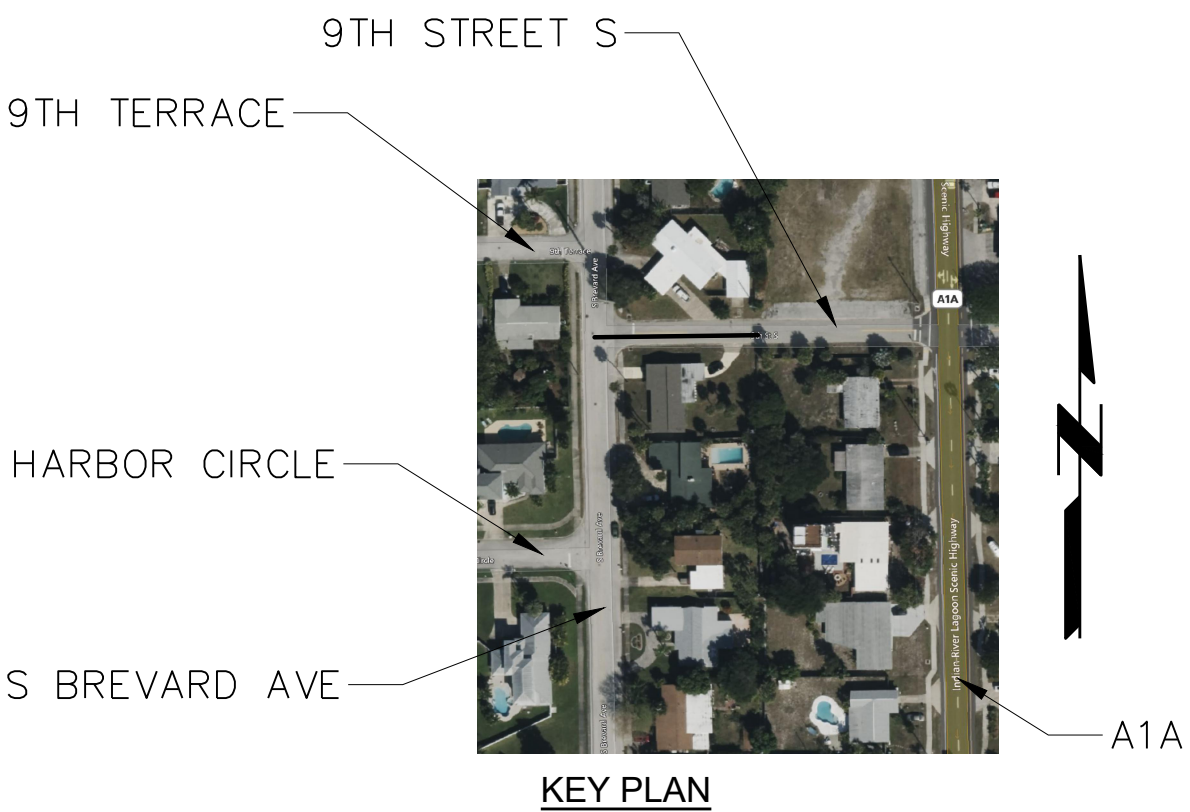


RESTORATION LEGEND

- ASPHALT RESTORATION
- MILL AND OVERLAY
- CONCRETE SIDEWALK
- LAWN RESTORATION
- BRICK PAVER WALKWAY RESTORATION
- PAVEMENT MARKINGS

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ISSUED FOR BID

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Black & Veatch Corporation
Kansas City, Missouri



Lytvyn, Olena

Olena Lytvyn, State of Florida
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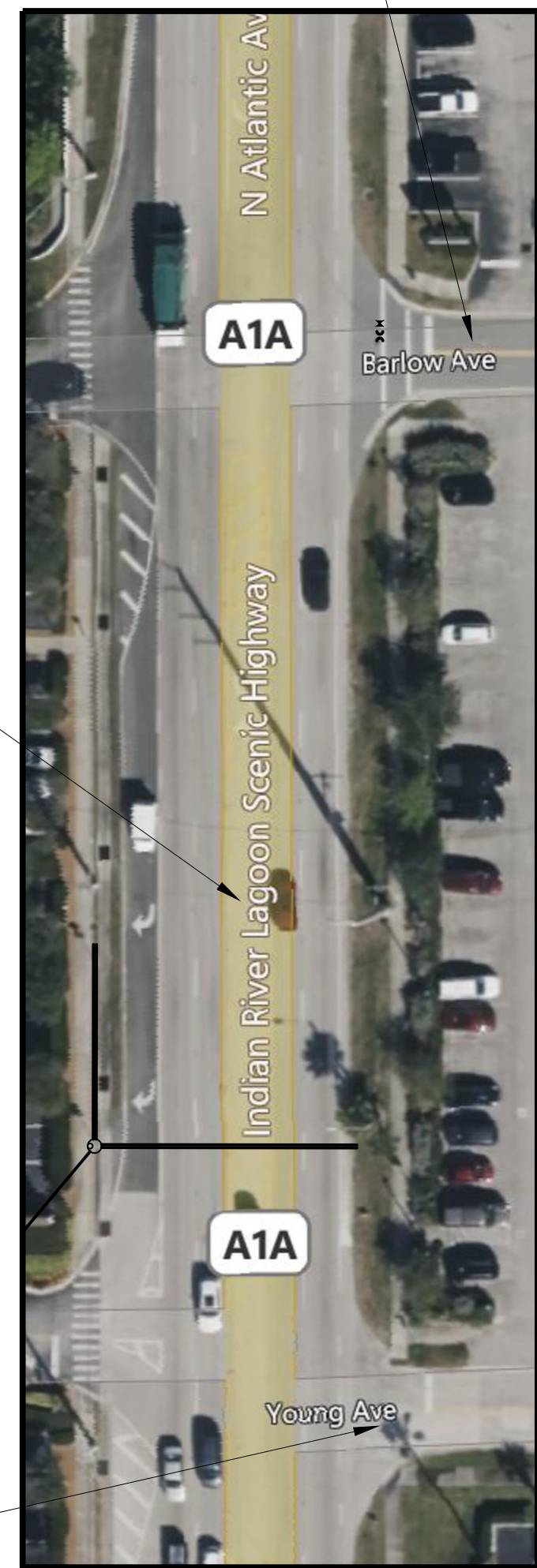
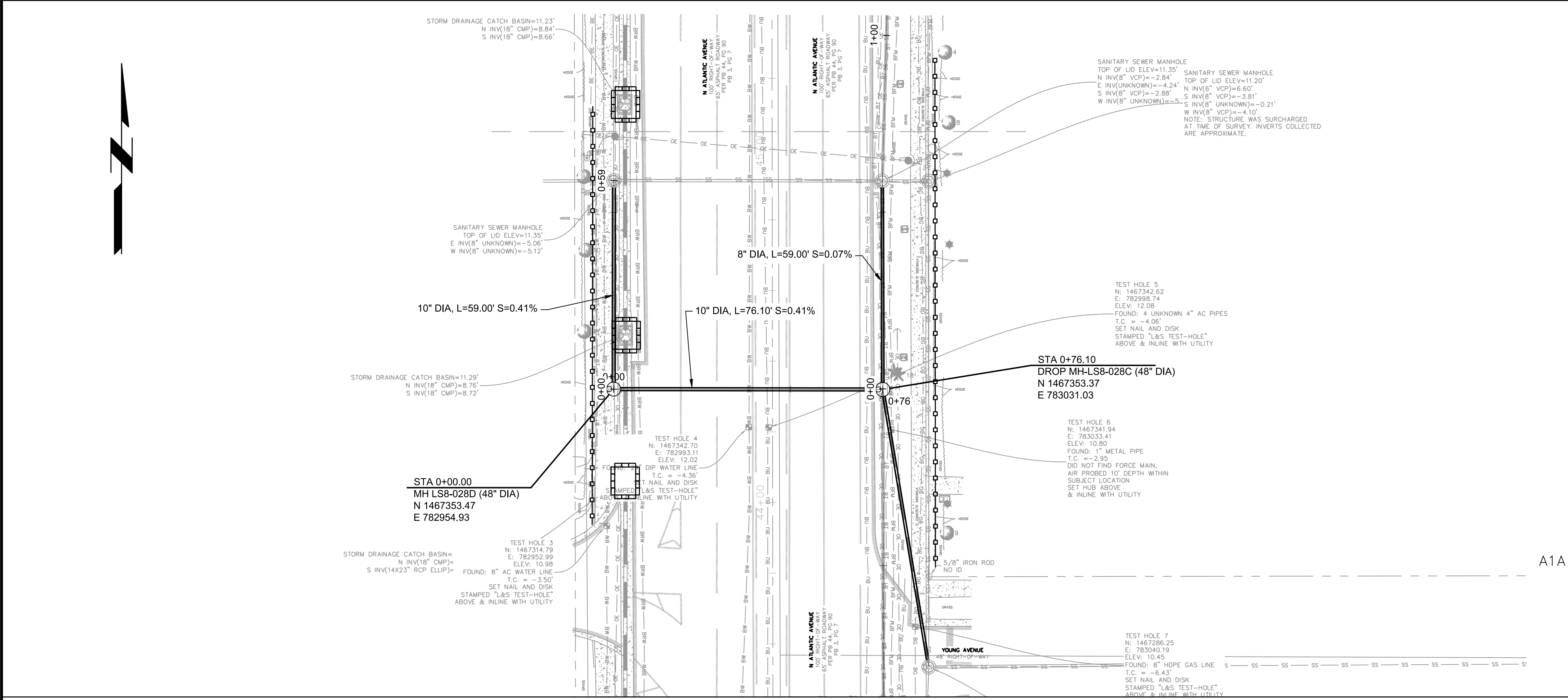
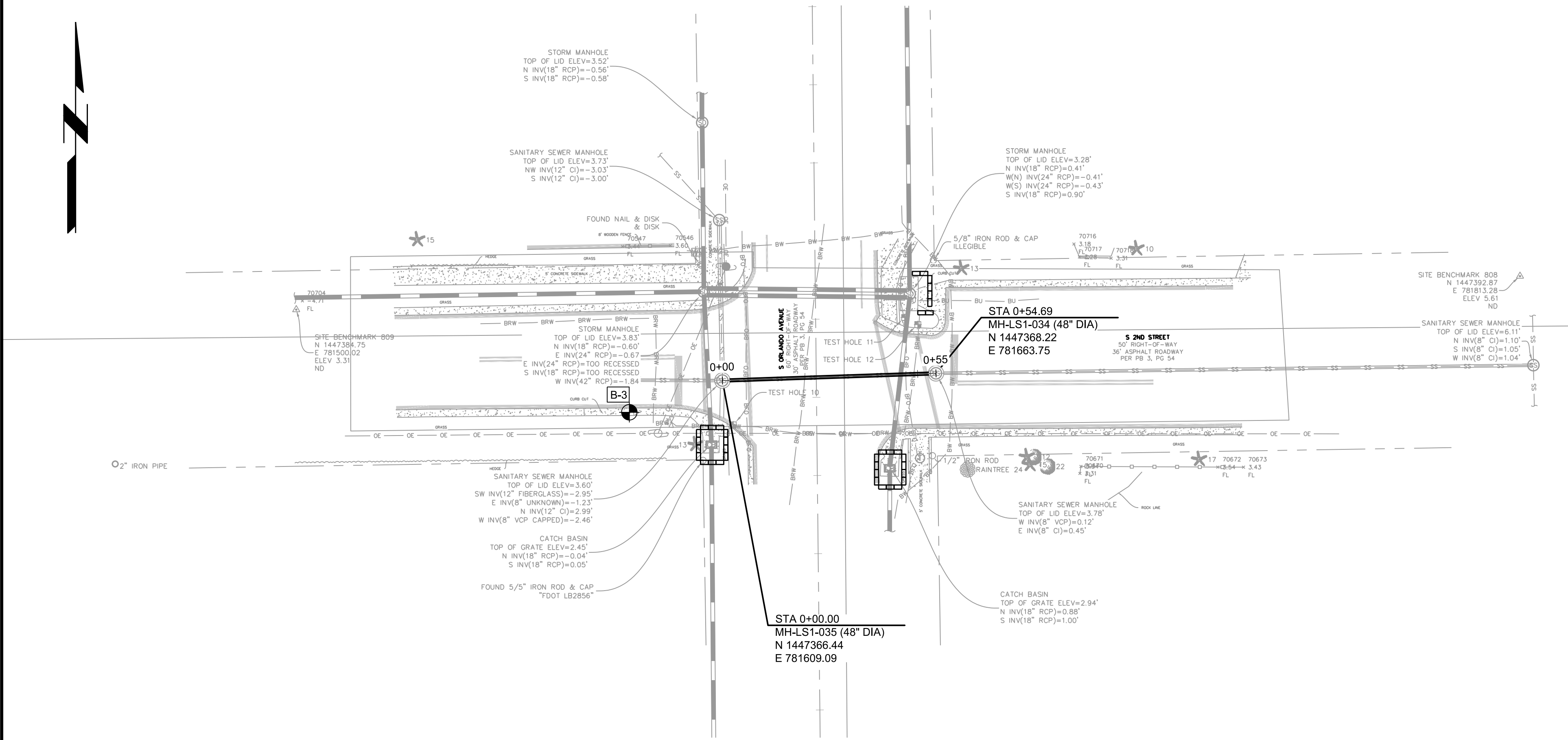
CIVIL

PAVEMENT RESTORATION
PLAN

P-03

17
OF
41

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 FD1000
 D11000



S. ORLANDO AVE.

S 2ND STREET



ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE)



EROSION CONTROLS LEGEND

- INLET PROTECTION
- SILT FENCE



Black & Veatch Corporation
Kansas City, Missouri



Lytvyn, Olena

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A1A SEWER
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APPROVED:	OL
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PROJECT NO.: 419091

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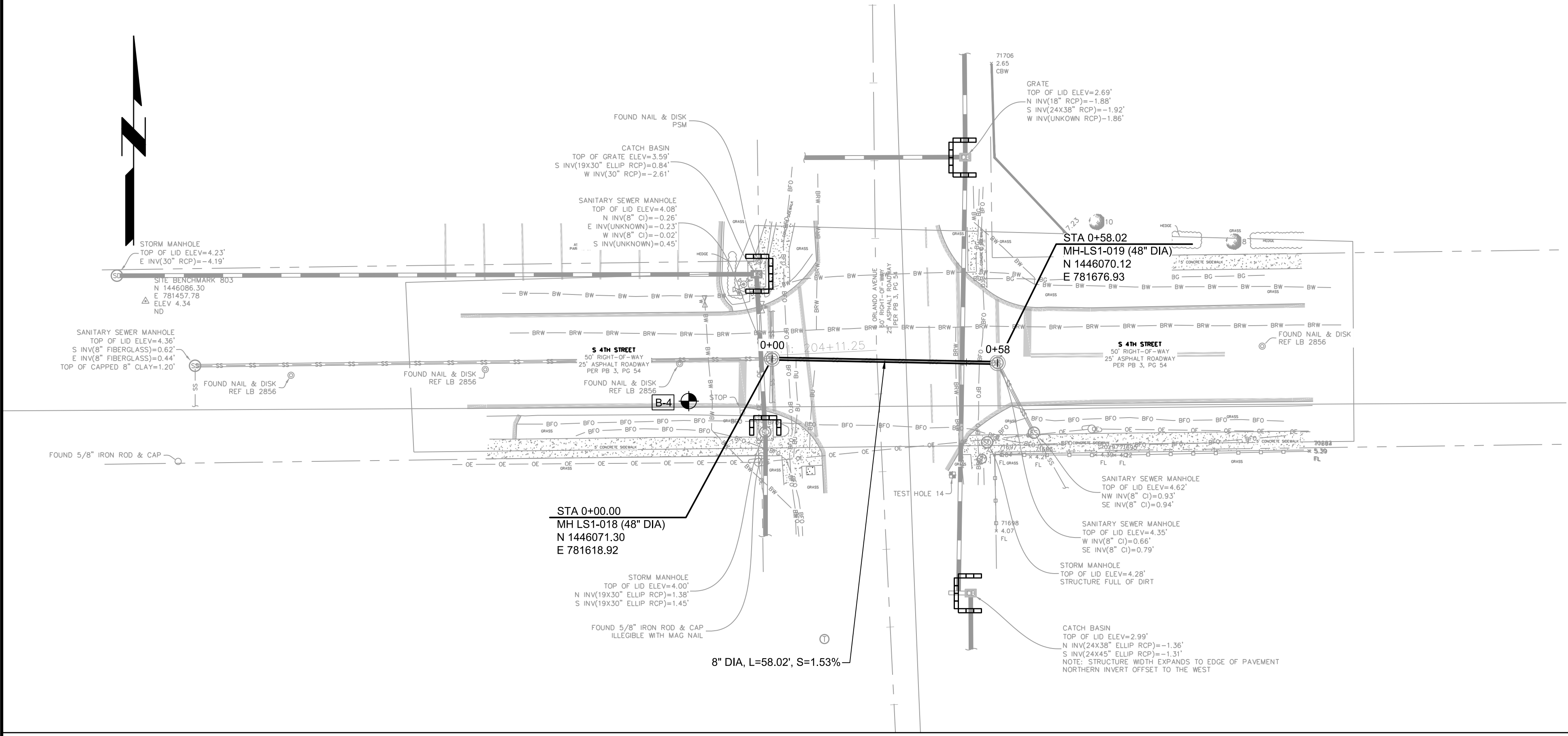
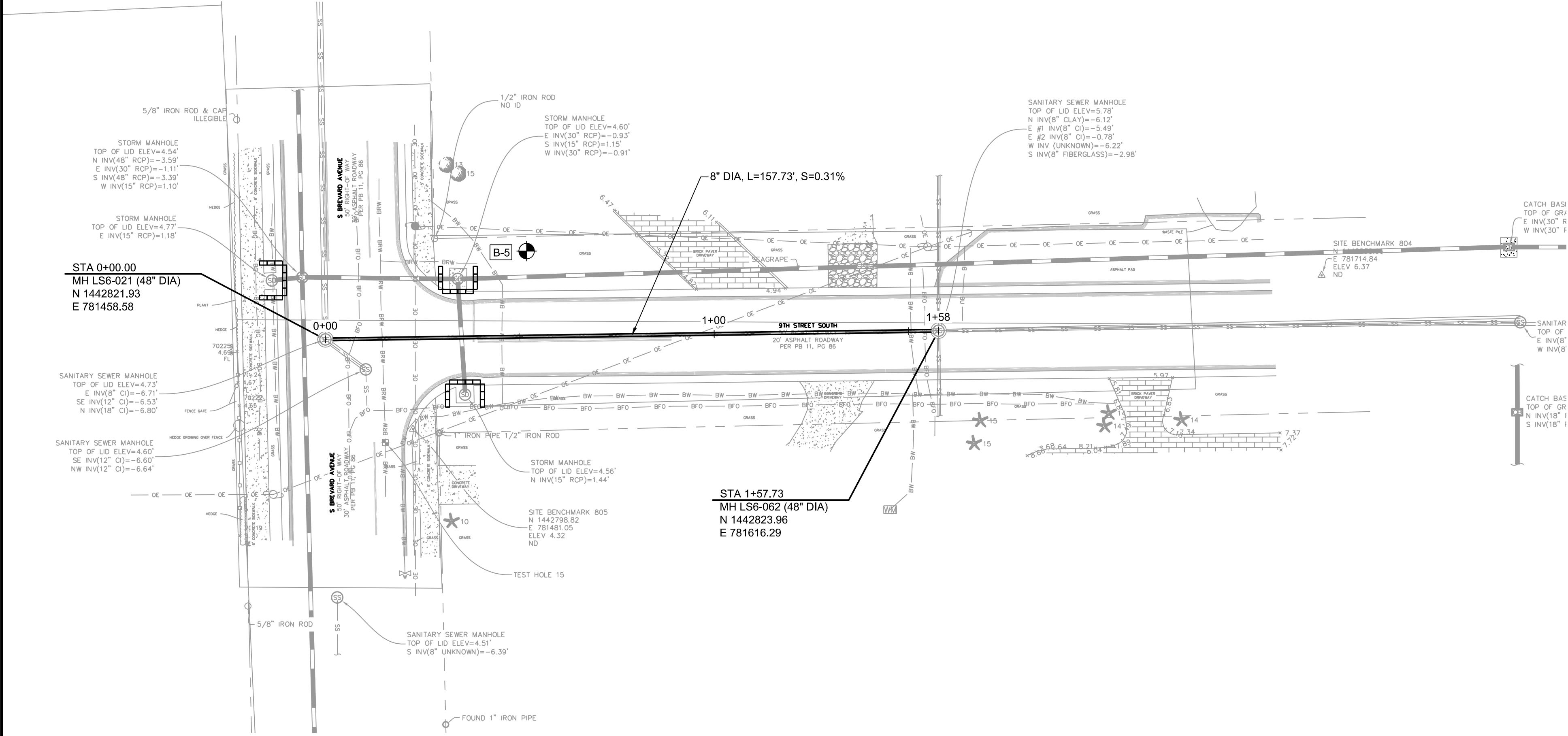
CIVIL

EROSION CONTROL PLAN

E-01

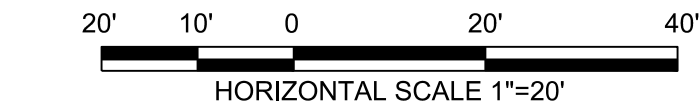
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EROSION CONTROLS LEGEND

- INLET PROTECTION
- SILT FENCE



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(SCALE BAR IS 4" AT FULL SCALE)



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Olena Lytvyn, State of Florida
Professional Engineer
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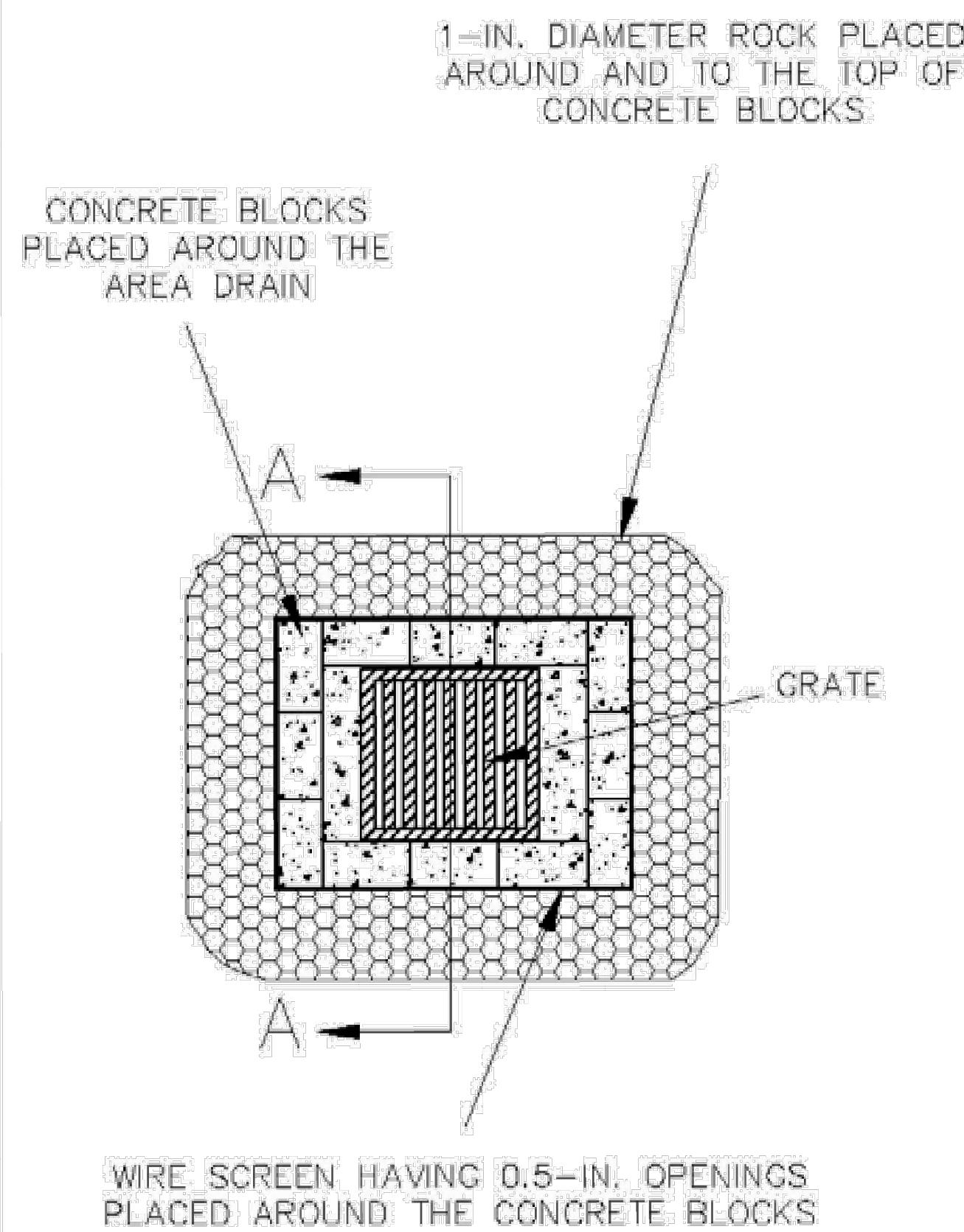
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EROSION CONTROL PLAN

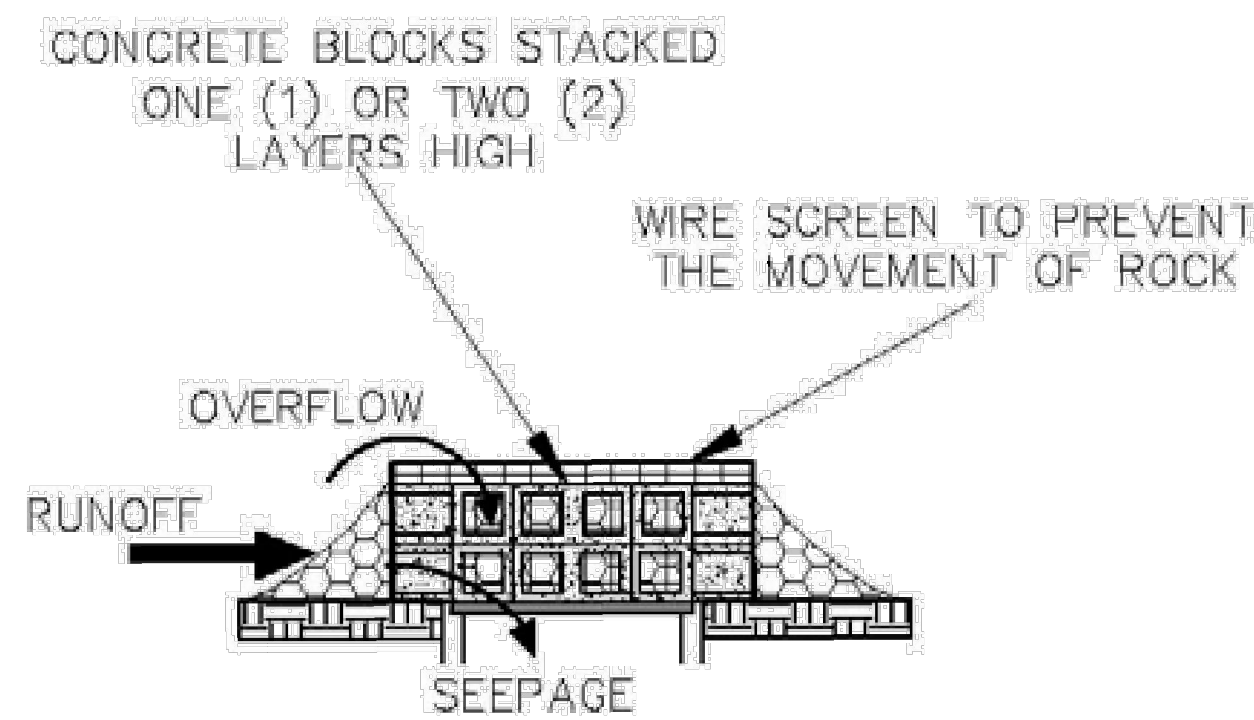
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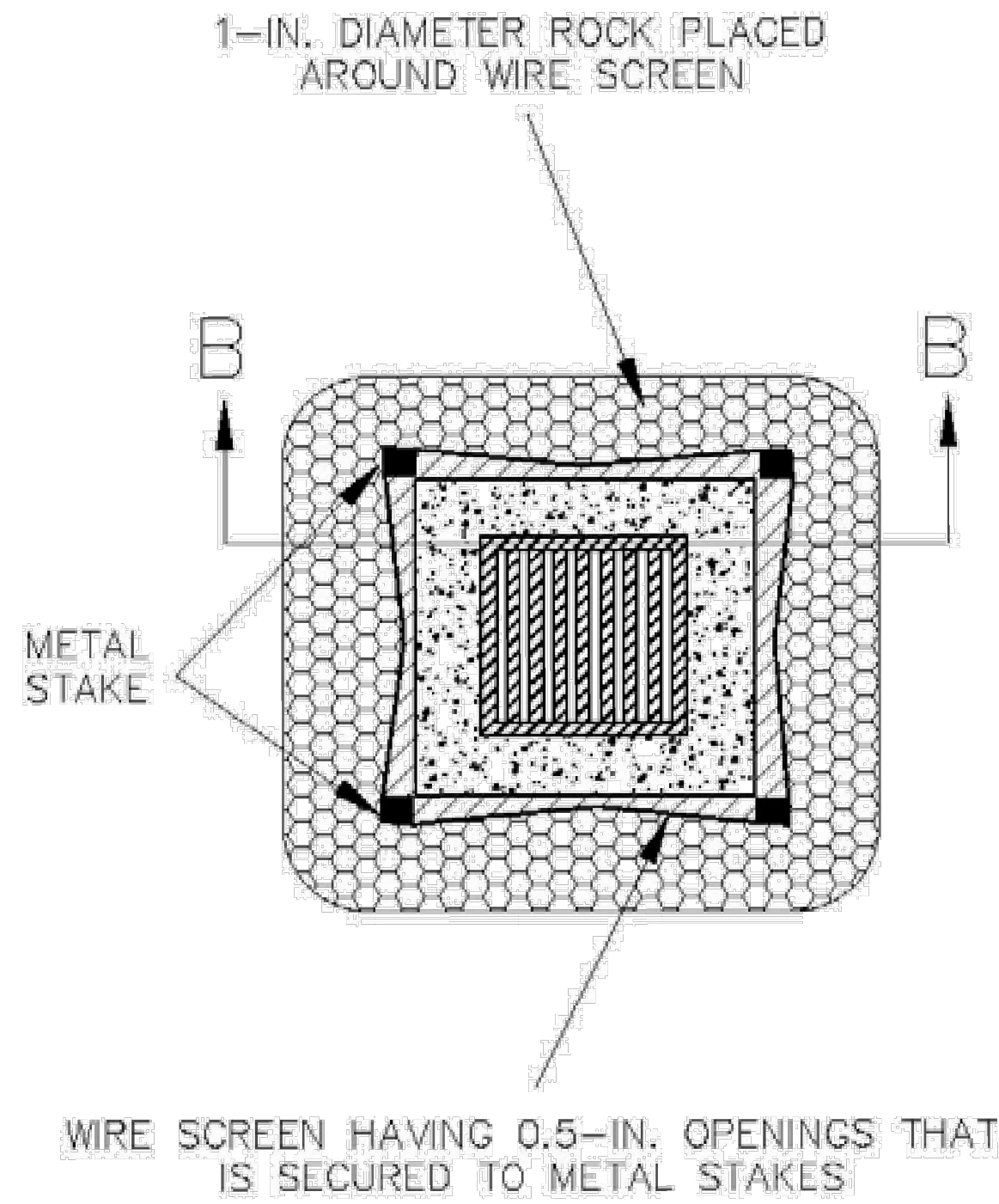


PLAN VIEW

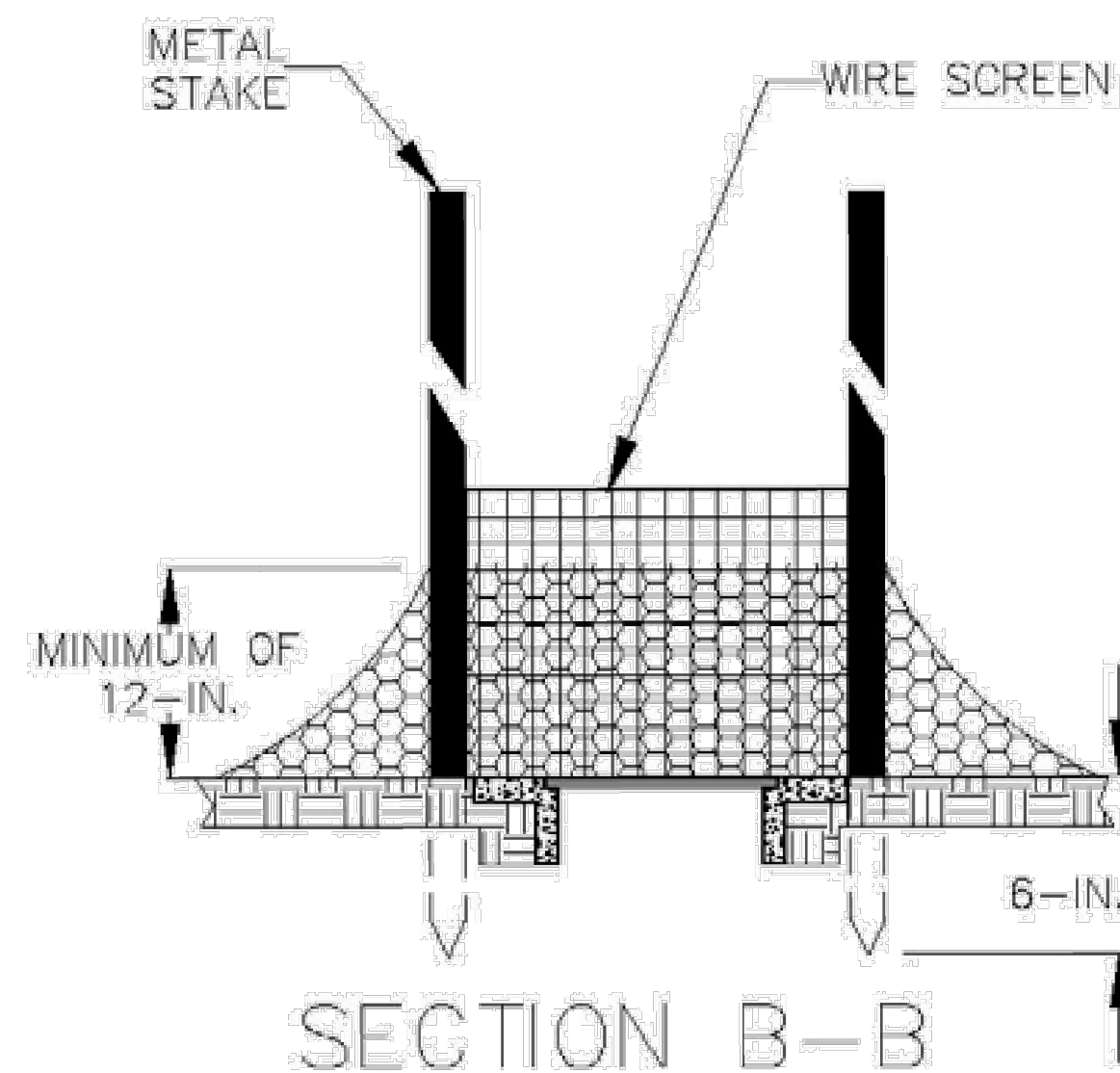


SECTION A-A

1. THESE BARRIERS SHOULD BE INSTALLED ONLY WHERE "SUMP" CONDITIONS EXIST IN ORDER TO MINIMIZE DIVERSION OF RUNOFF WATERS ONTO DOWNSTREAM STRUCTURES.
2. ROCK BARRIERS AROUND CONCRETE BLOCKS CAN BE INSTALLED ON PAVEMENT OR BARE GROUND.



PLAN VIEW

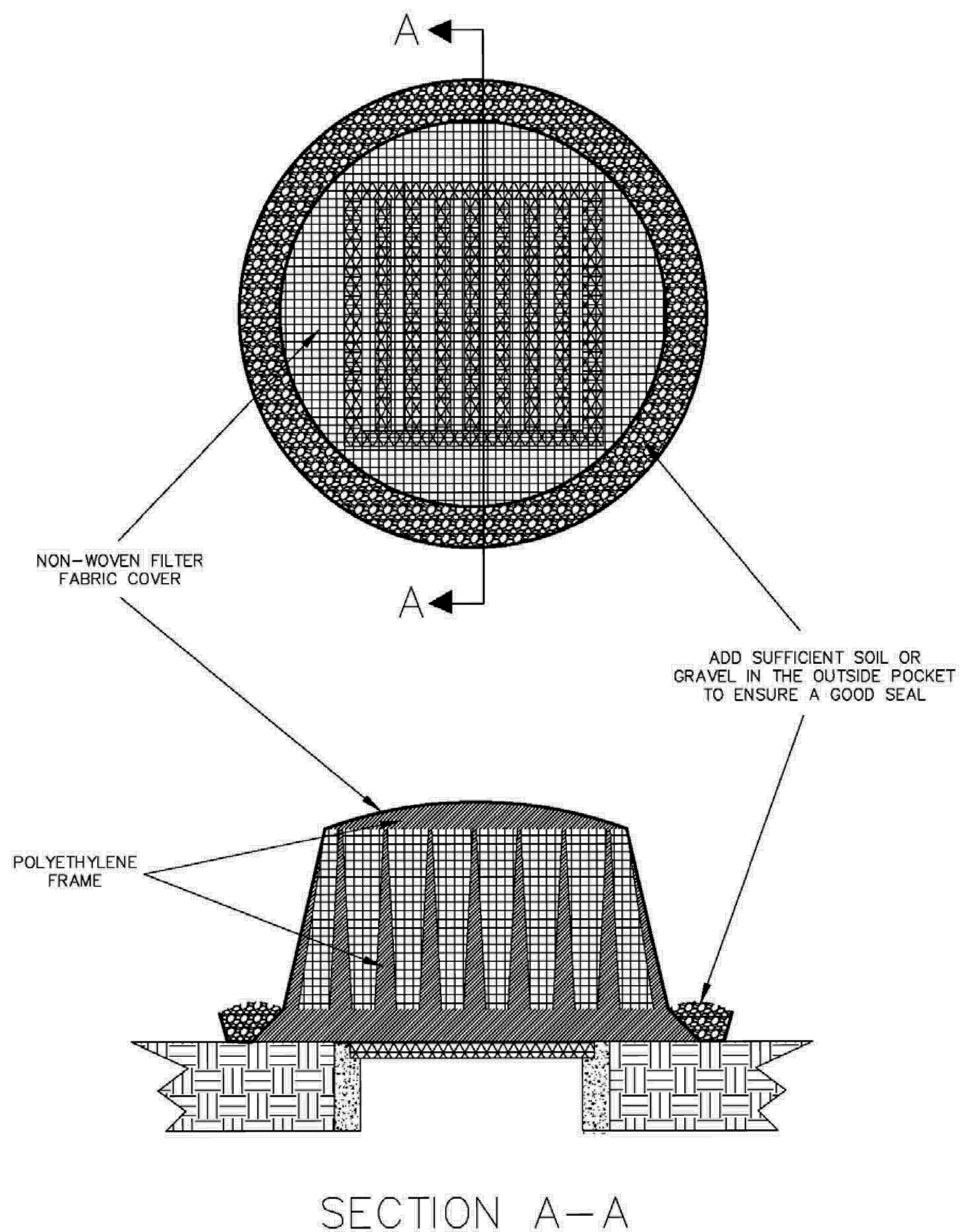


SECTION B-B

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ROCK BARRIERS FOR AREA DRAINS

11/03



SECTION A-A

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FRAME & FILTER BARRIER FOR AREA DRAINS

8/06

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(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



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License No. 82696

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A1A SEWER REPLACEMENT

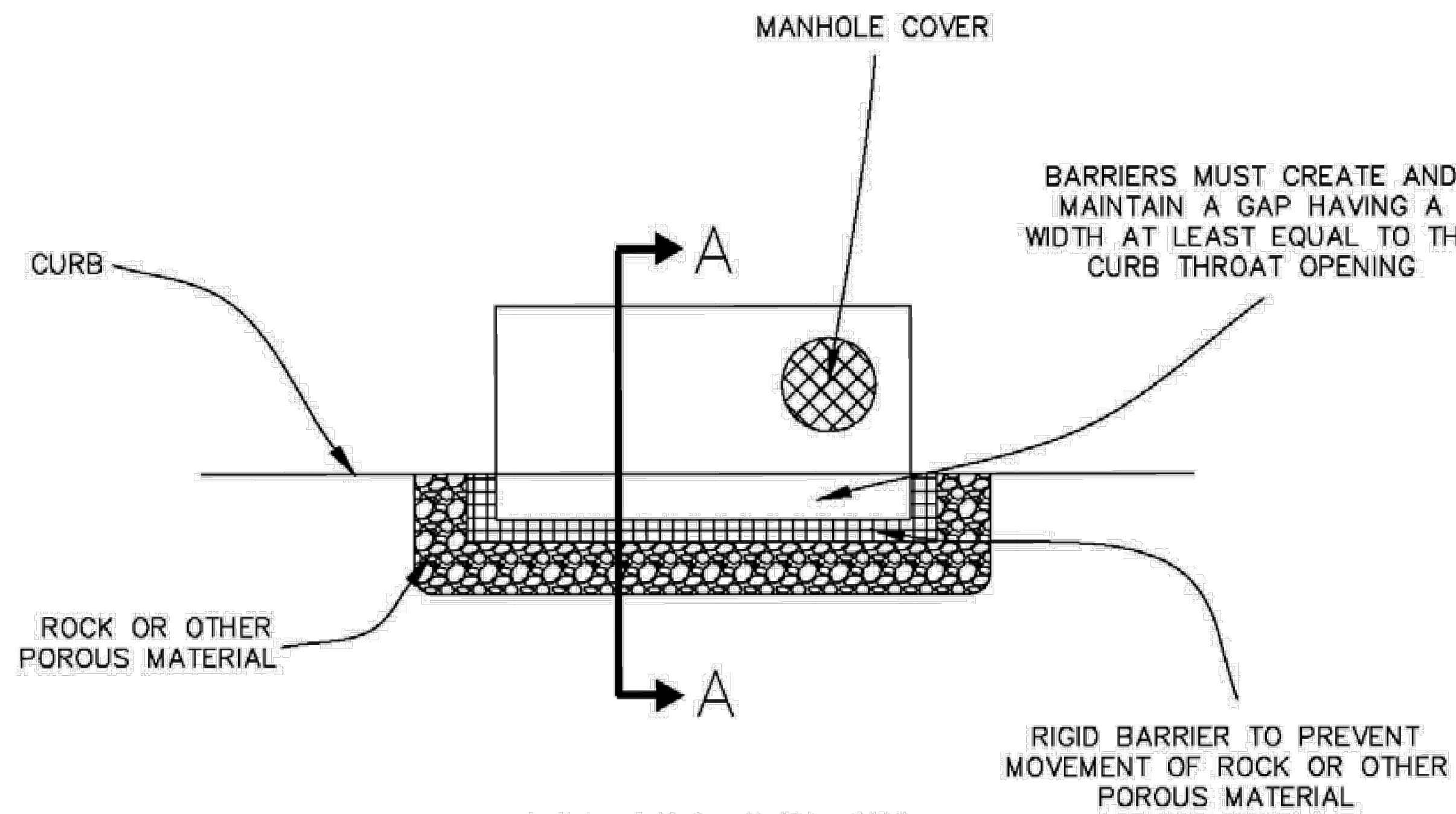
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EROSION CONTROL
DETAILS

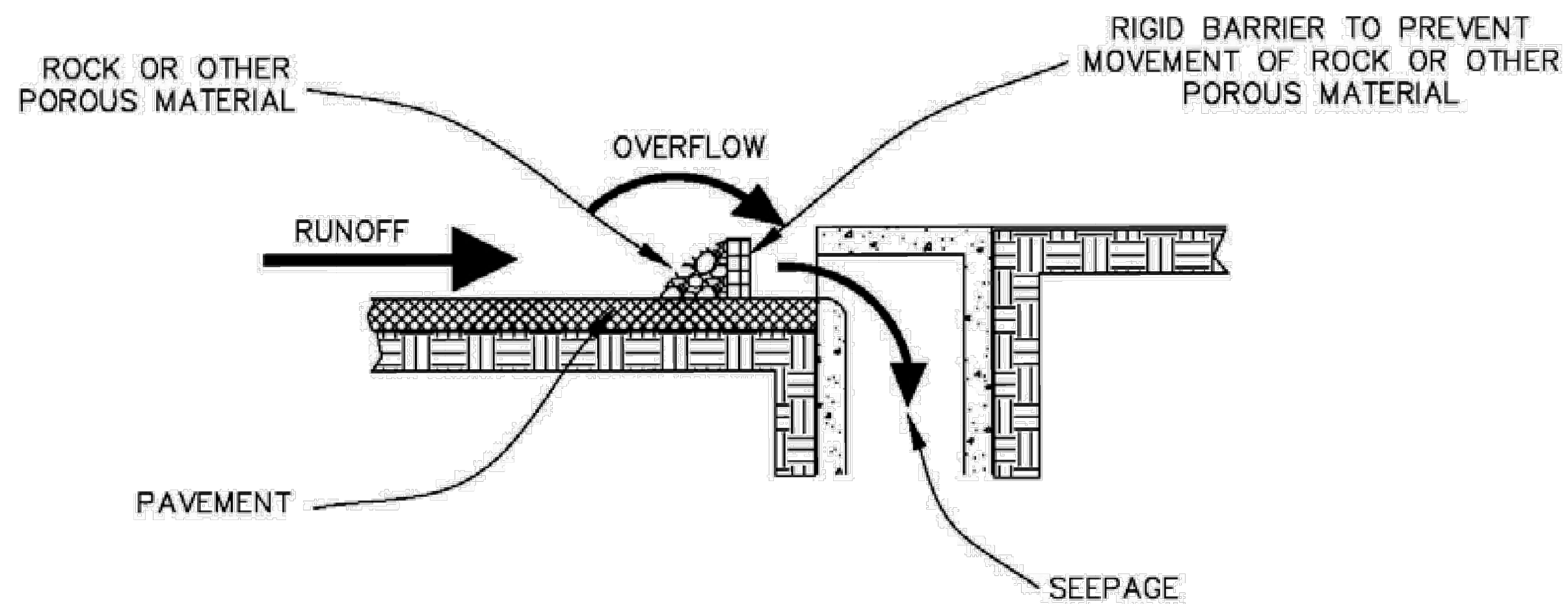
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PLAN VIEW



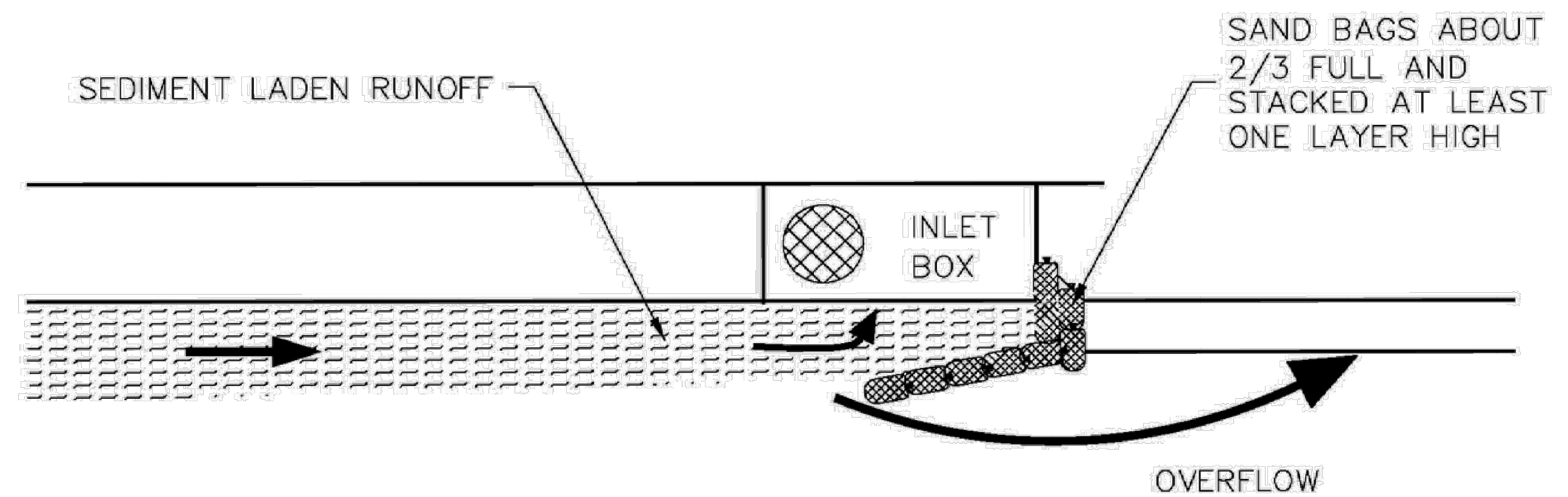
SECTION A-A

1. RIGID BARRIER MUST HAVE OPENINGS TO ALLOW FOR PERCOLATION OF RUNOFF
2. PLACE BARRIERS IN FRONT OF INLETS ONLY WHERE SUMP CONDITIONS EXIST.
3. THE GAP WIDTH MUST BE AT LEAST EQUAL TO THE CURB THROAT OPENING.
4. THESE STRUCTURES MAY CAUSE ASPHALT DAMAGE DUE TO WATER SEEPAGE INTO JOINTS.

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CURB INLET SUMP BARRIER

modified 8/06



THIS BARRIER SYSTEM IS TO BE USED ONLY IF:

1. THE STORM SEWER SYSTEM DISCHARGES INTO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT CONTAINMENT SYSTEM.
2. STORM SEWER PIPES CONVEYING RUNOFF HAVE SLOPES THAT ARE AT LEAST 1.0% OR STEEPER.
3. DISCHARGES WILL FLOW FREELY INTO THE SEDIMENT CONTAINMENT SYSTEM AND NO BACKWATER EFFECTS WILL OCCUR.

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CURB INLET DIVERSION BARRIER

11/03



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Professional Engineer
License No. 82696

Olena Lytyn, State of Florida
Professional Engineer
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PROJECT NO.:	419091

A1A SEWER REPLACEMENT

CIVIL

EROSION CONTROL
DETAILS

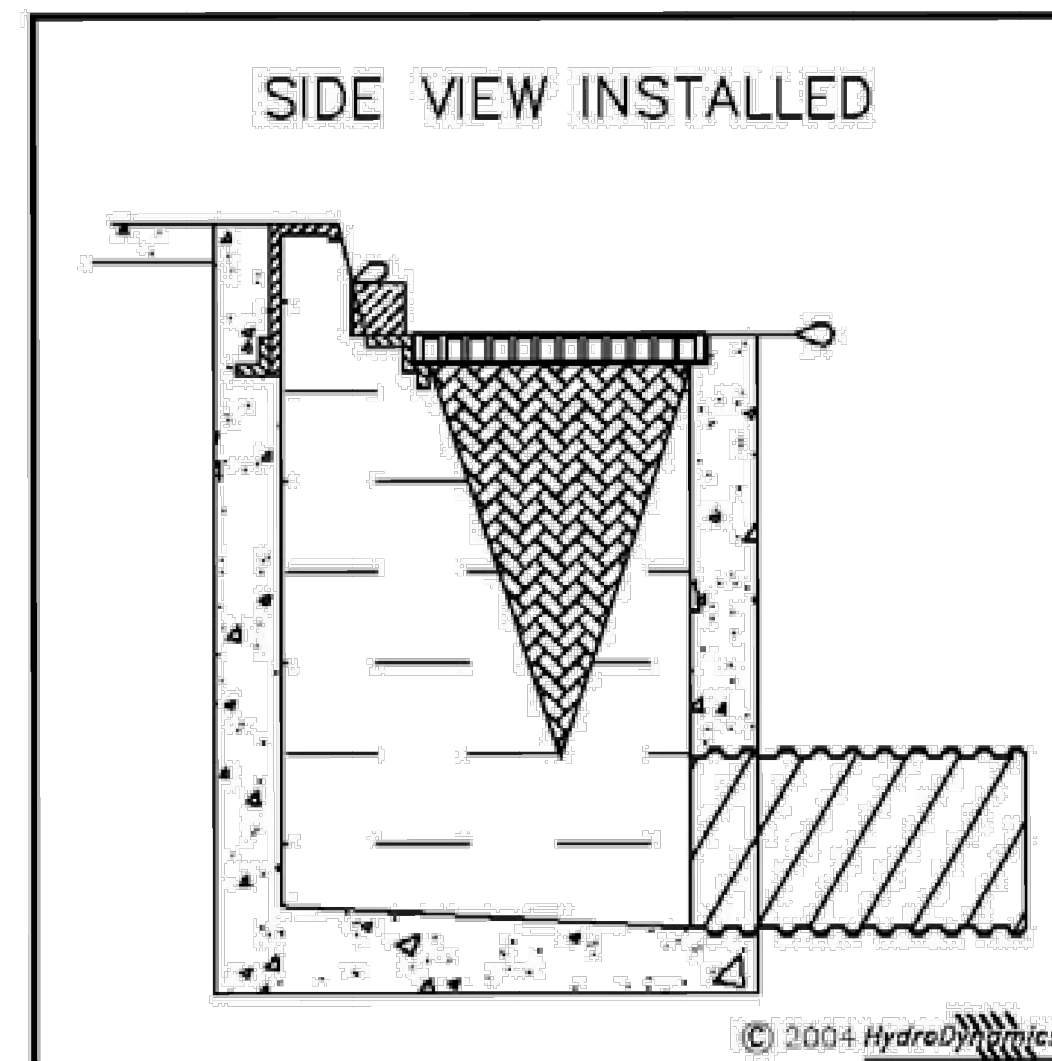
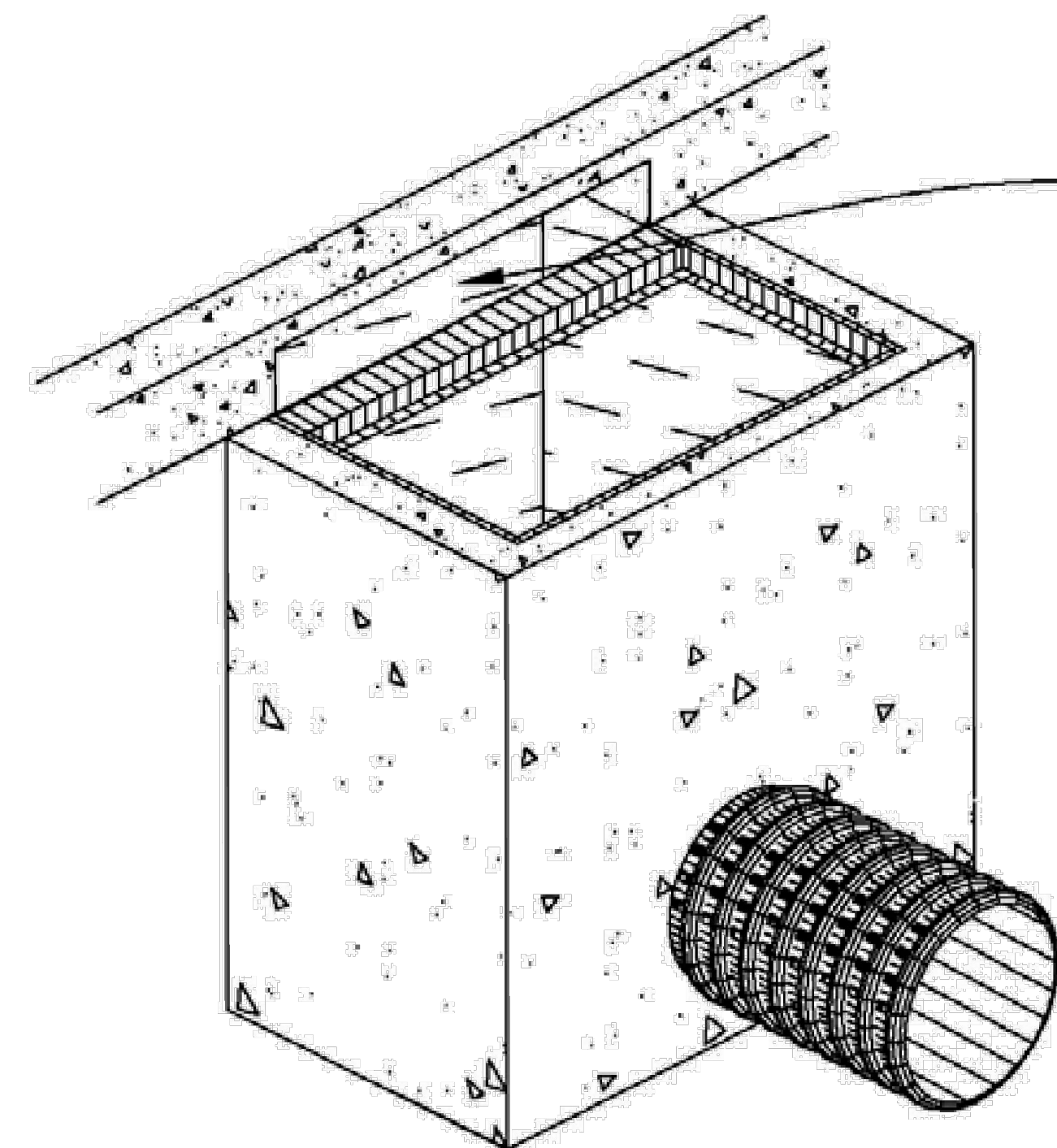
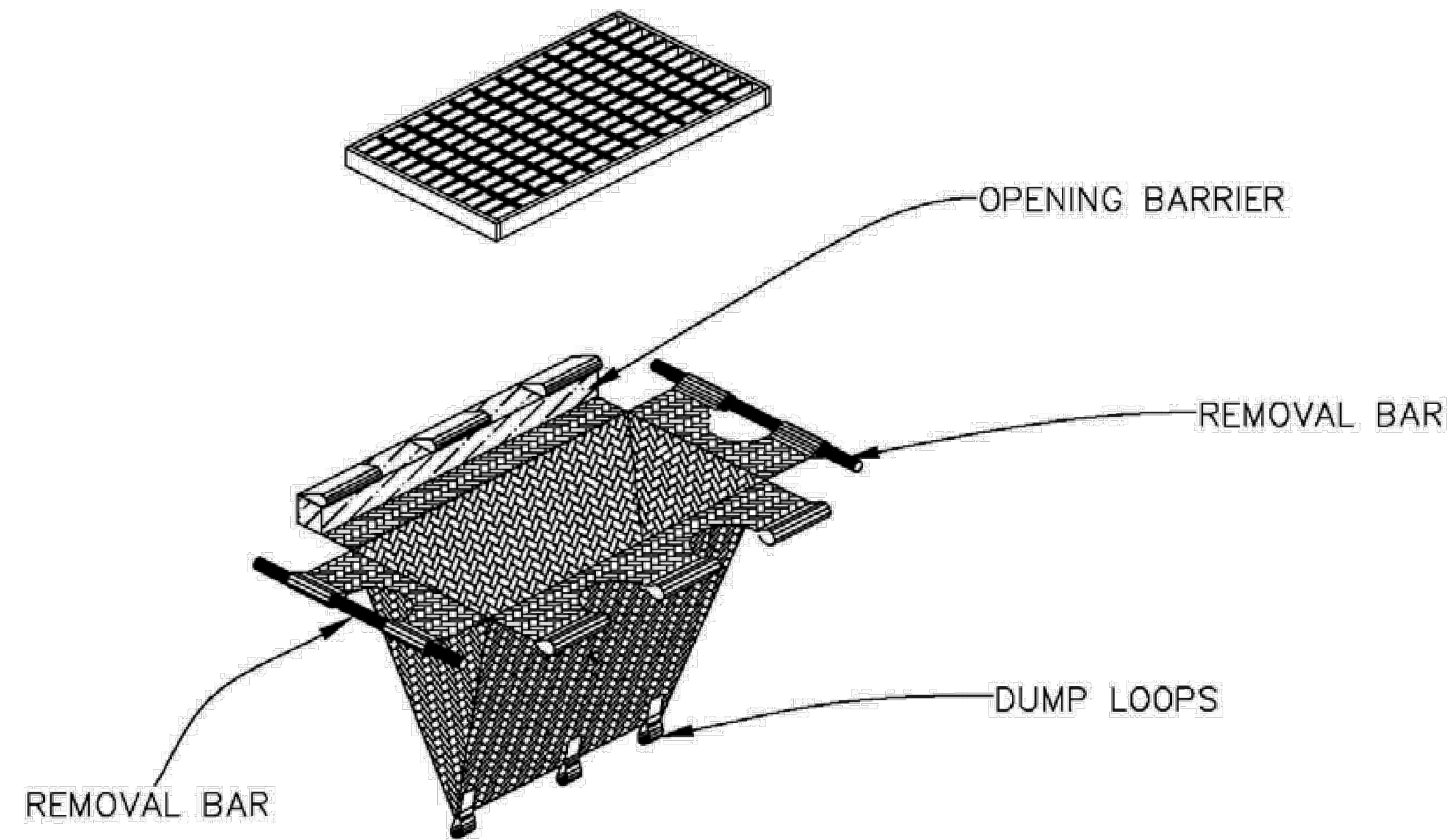
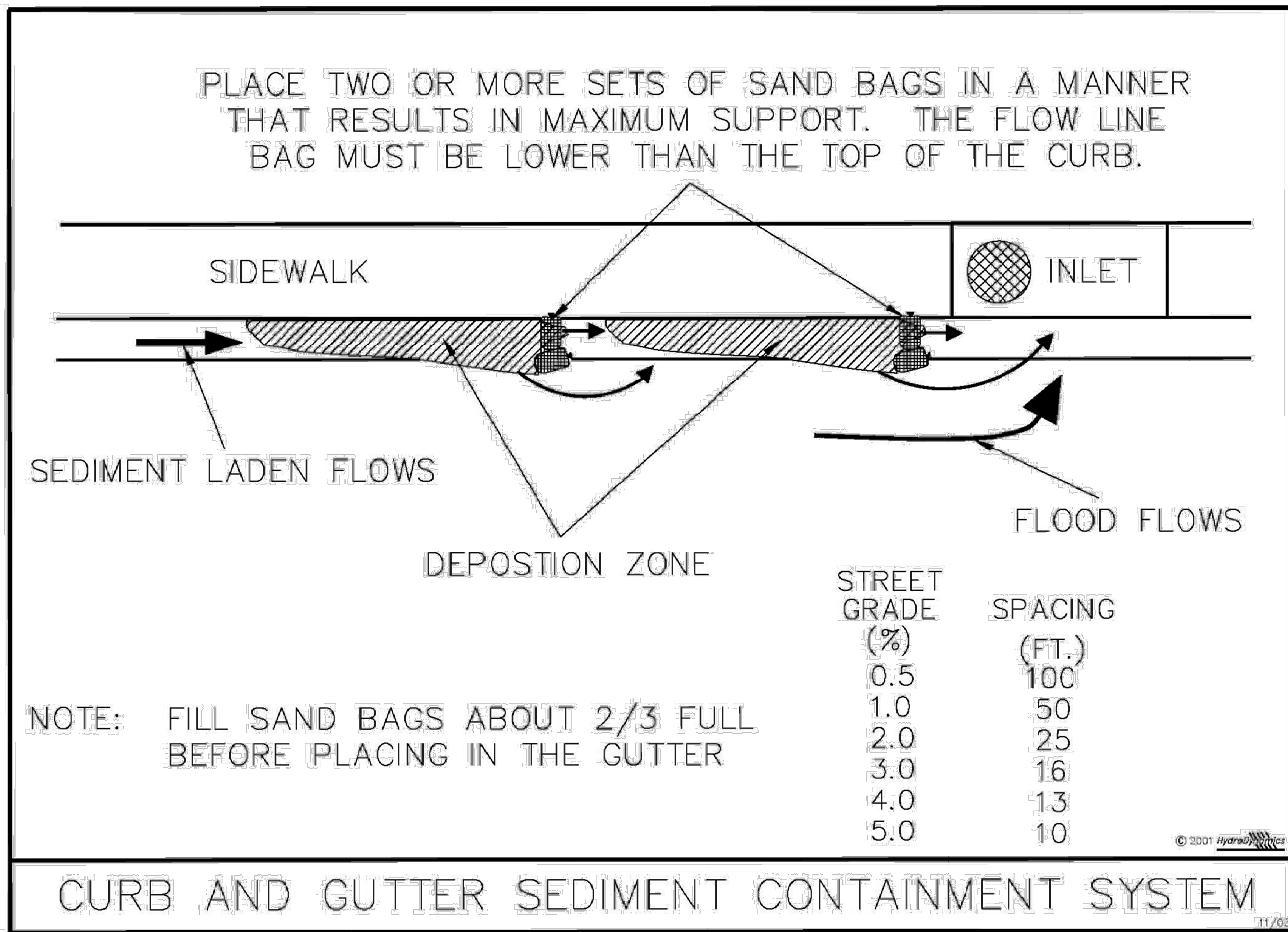
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INLET INSERT SEDIMENT CONTAINMENT SYSTEM

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A1A SEWER REPLACEMENT

CIVIL

EROSION CONTROL
DETAILS

E-05

22
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41



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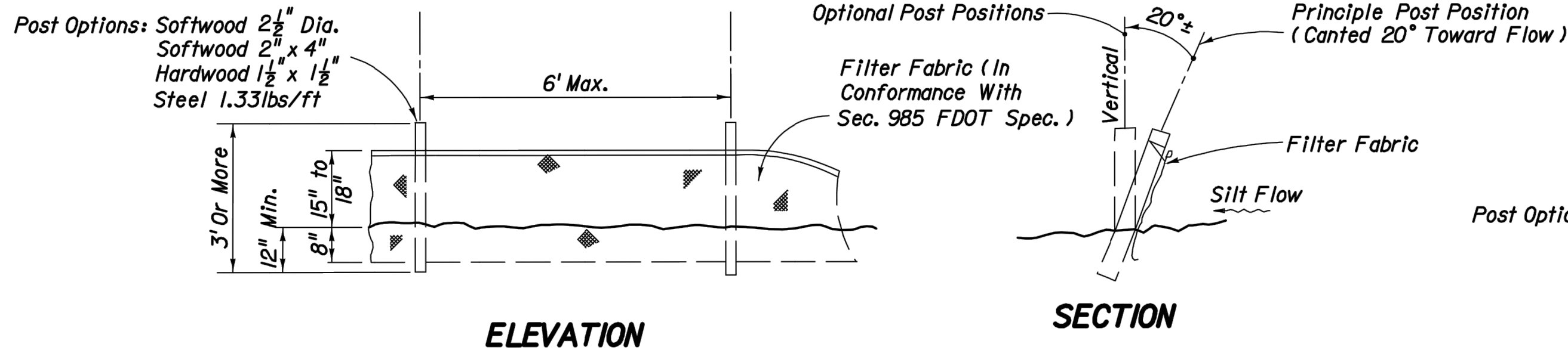
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CIVIL

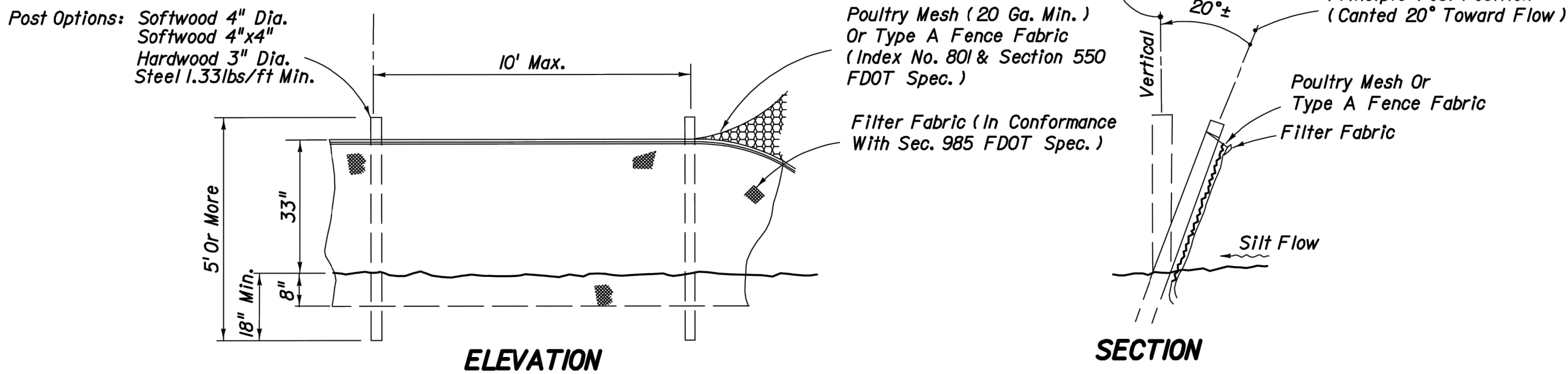
EROSION CONTROL
DETAILS

E-06

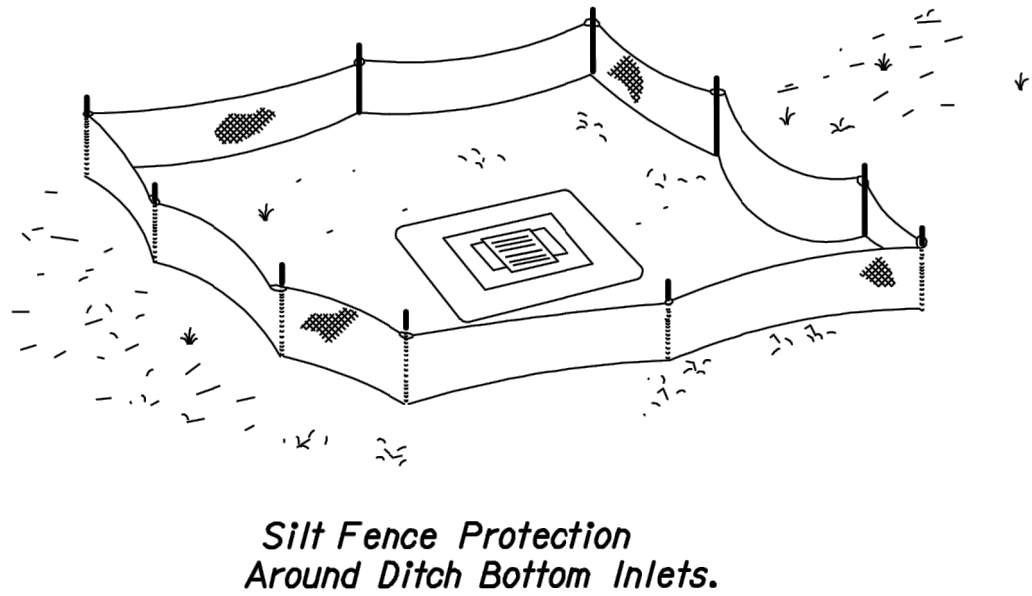
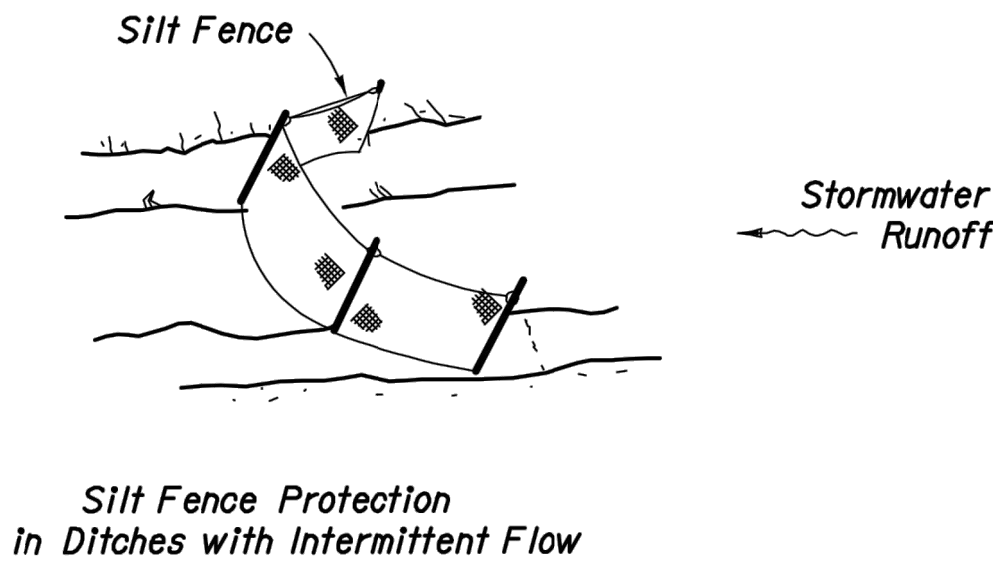
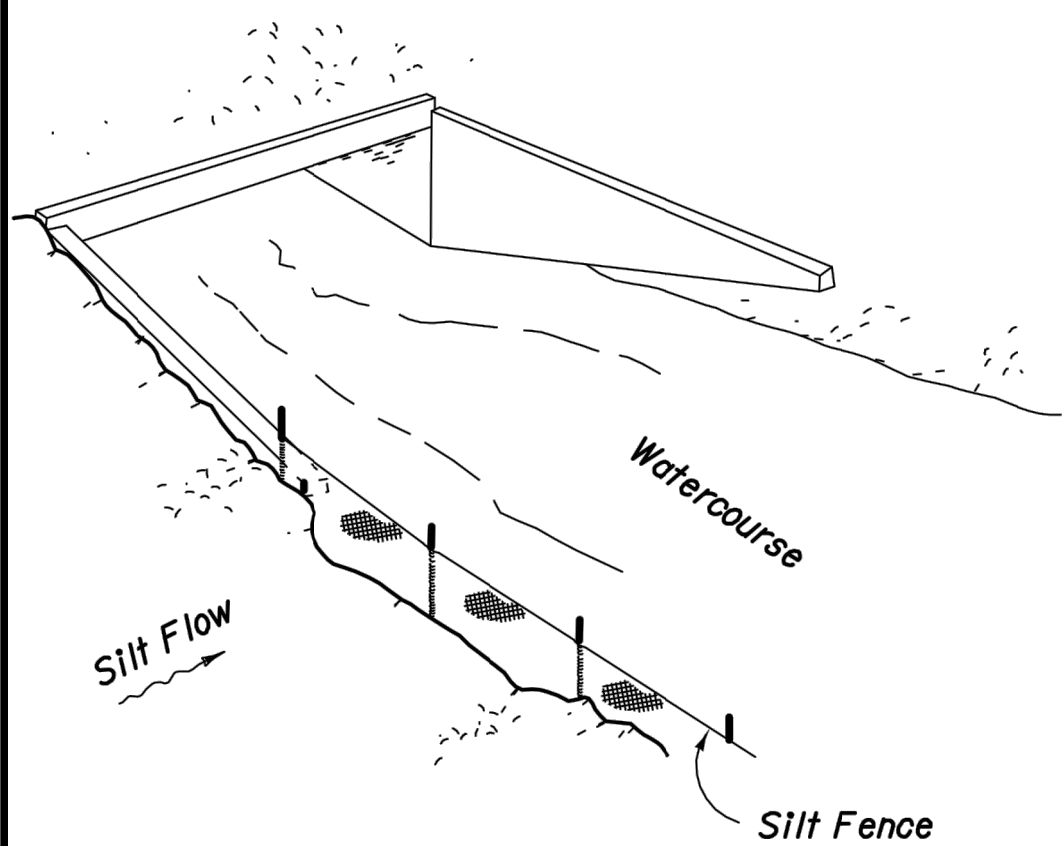
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OF
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TYPE III SILT FENCE



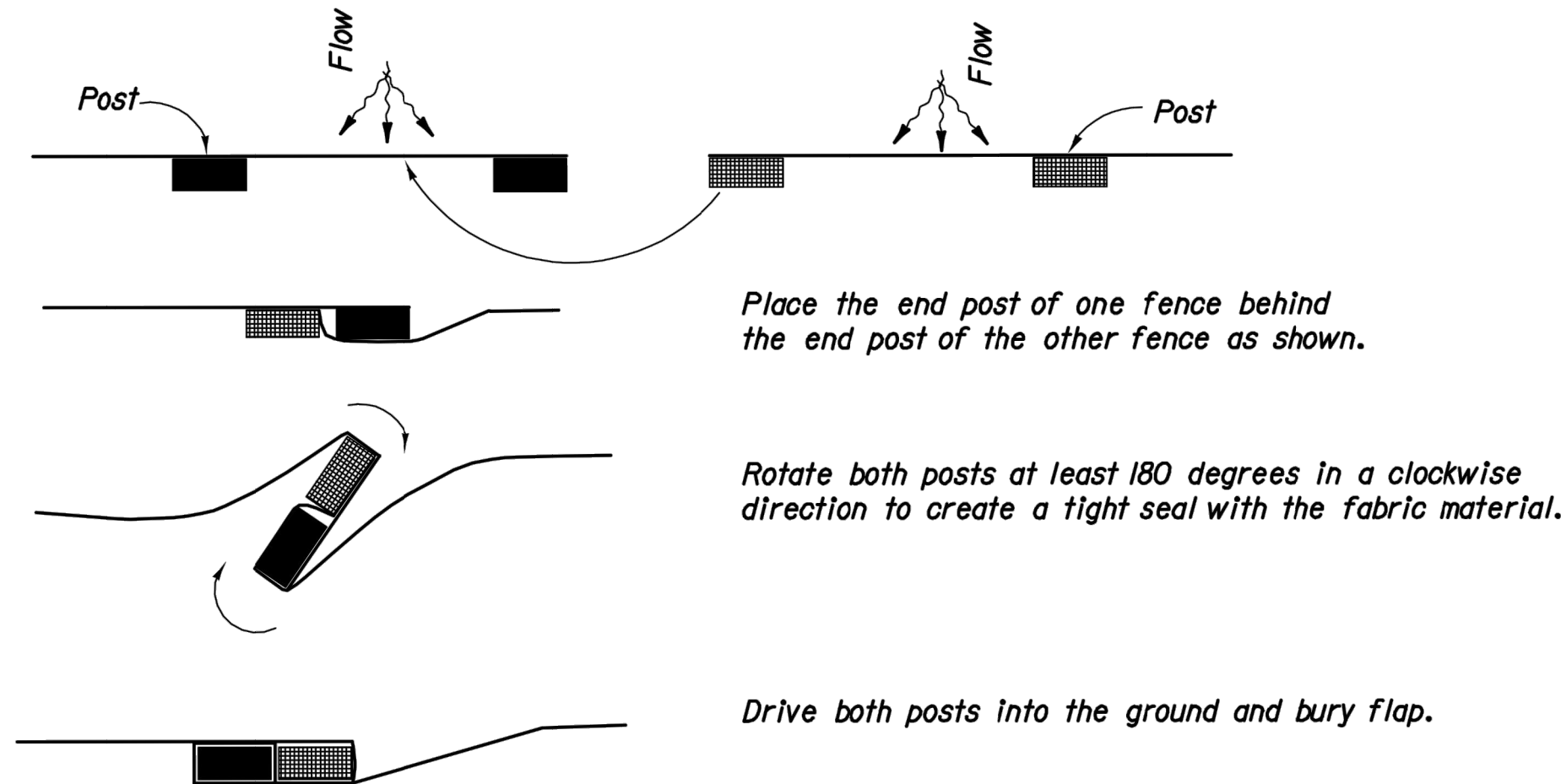
TYPE IV SILT FENCE



SILT FENCE APPLICATIONS

NOTES FOR SILT FENCES

1. Type III Silt Fence to be used at most locations. Where used in ditches, the spacing for Type III Silt fence shall be in accordance with Chart I, Sheet I.
2. Type IV Silt Fence to be used where large sediment loads are anticipated. Suggested use is where fill slope is 1:2 or steeper and length of slope exceeds 25 feet. Avoid use where the detained water may back into travel lanes or off the right of way.
3. Do not construct silt fences across permanent flowing watercourses. Silt fences are to be at upland locations and turbidity barriers used at permanent bodies of water.
4. Where used as slope protection, Silt Fence is to be constructed on 0% longitudinal grade to avoid channelizing runoff along the length of the fence.
5. Silt Fence to be paid for under the contract unit price for Staked Silt Fence, (LF).



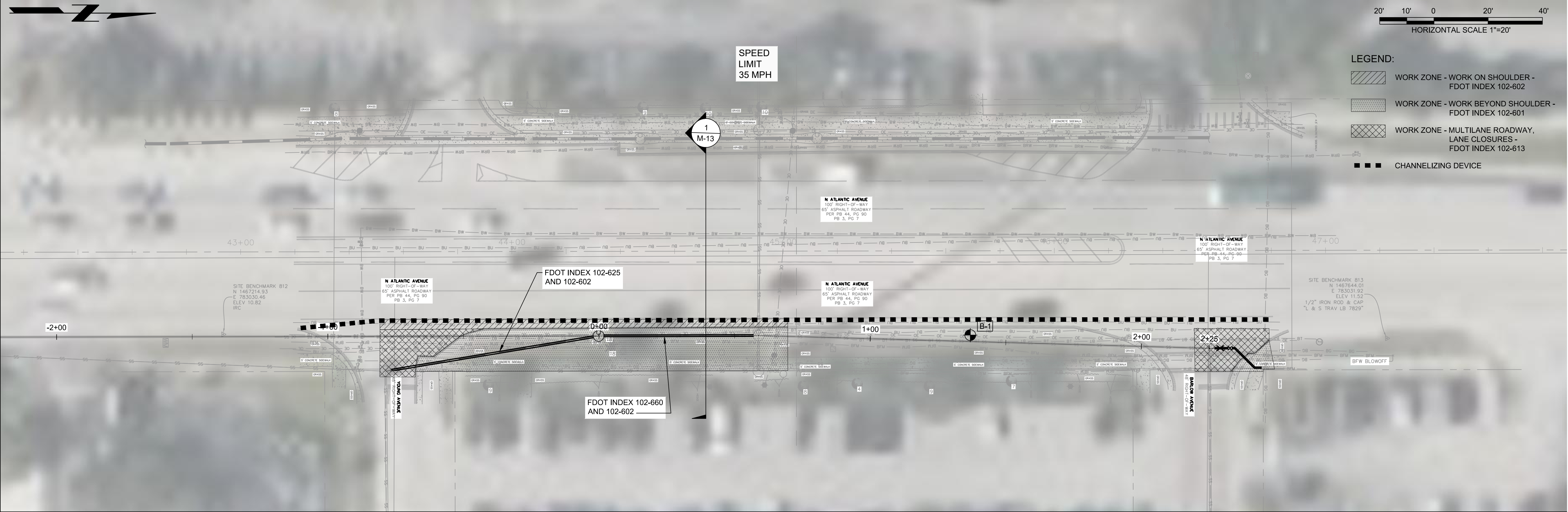
PLAN VIEW

JOINING TWO SILT FENCES

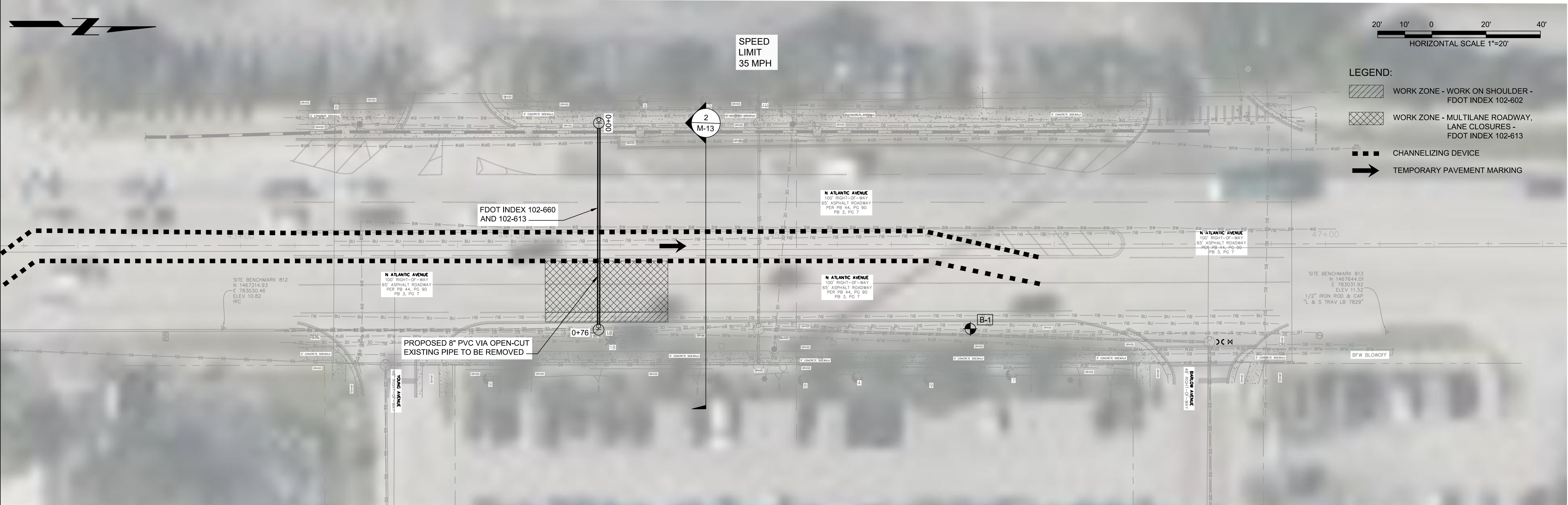
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PHASE 1



PHASE 2

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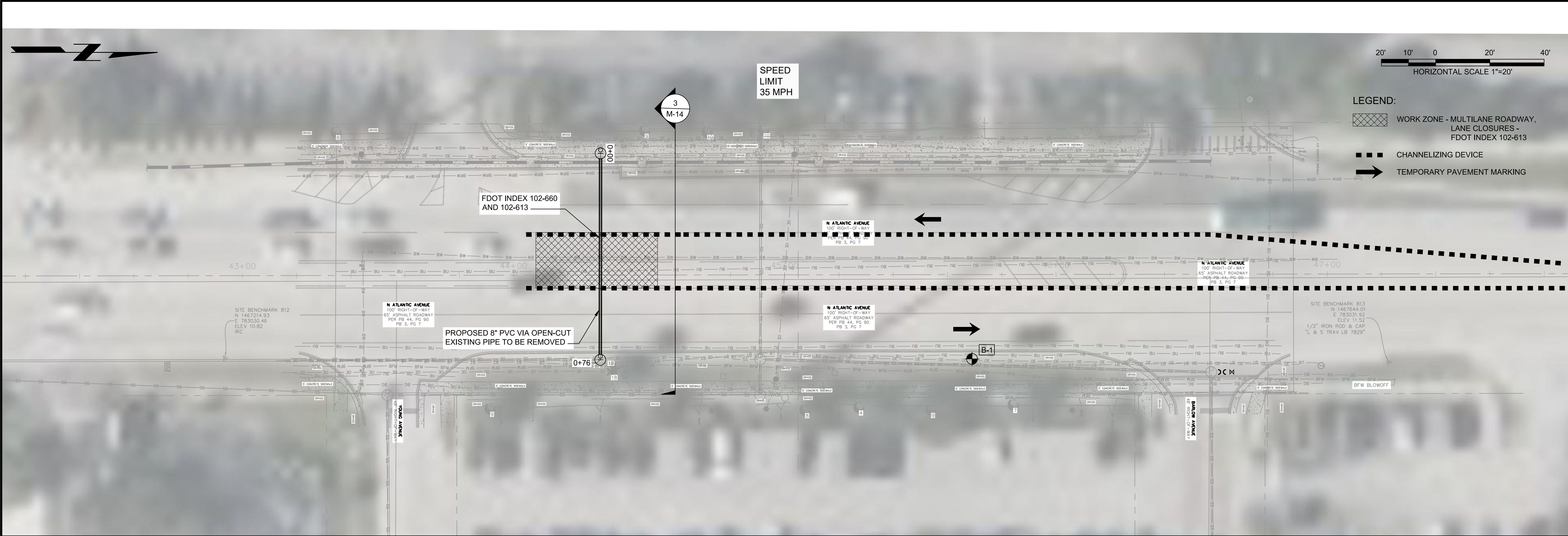
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CIVIL

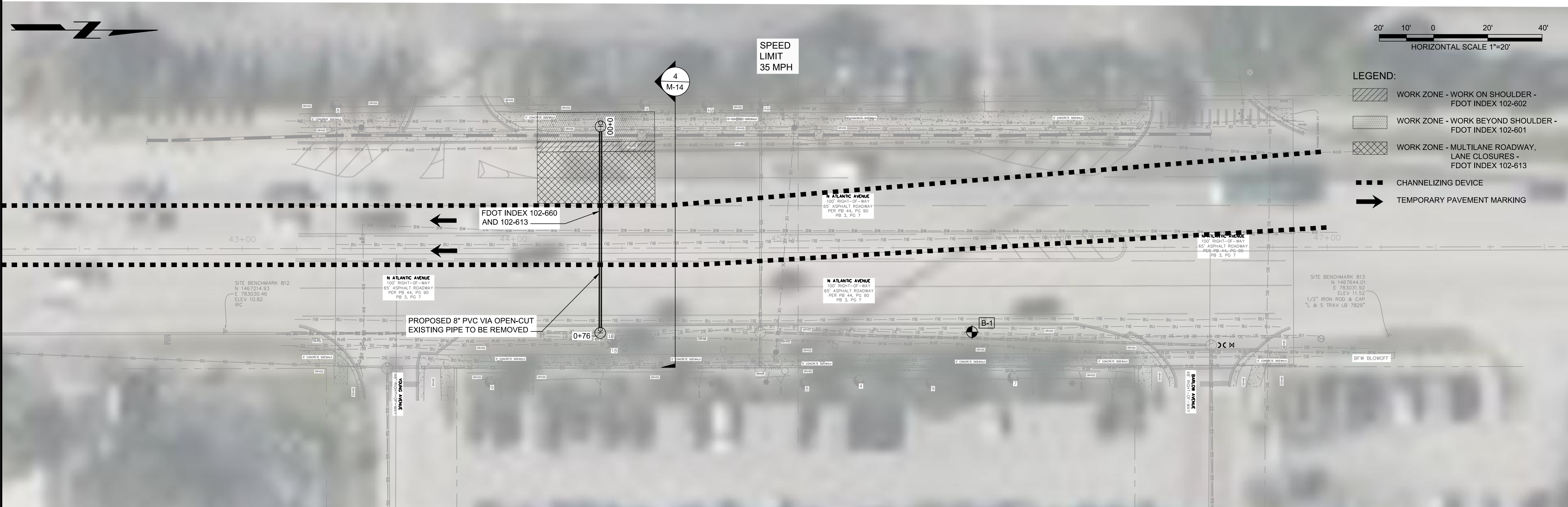
MAINTENANCE OF
TRAFFIC PLAN

M-01

24
OF
41



PHASE 3



PHASE 4

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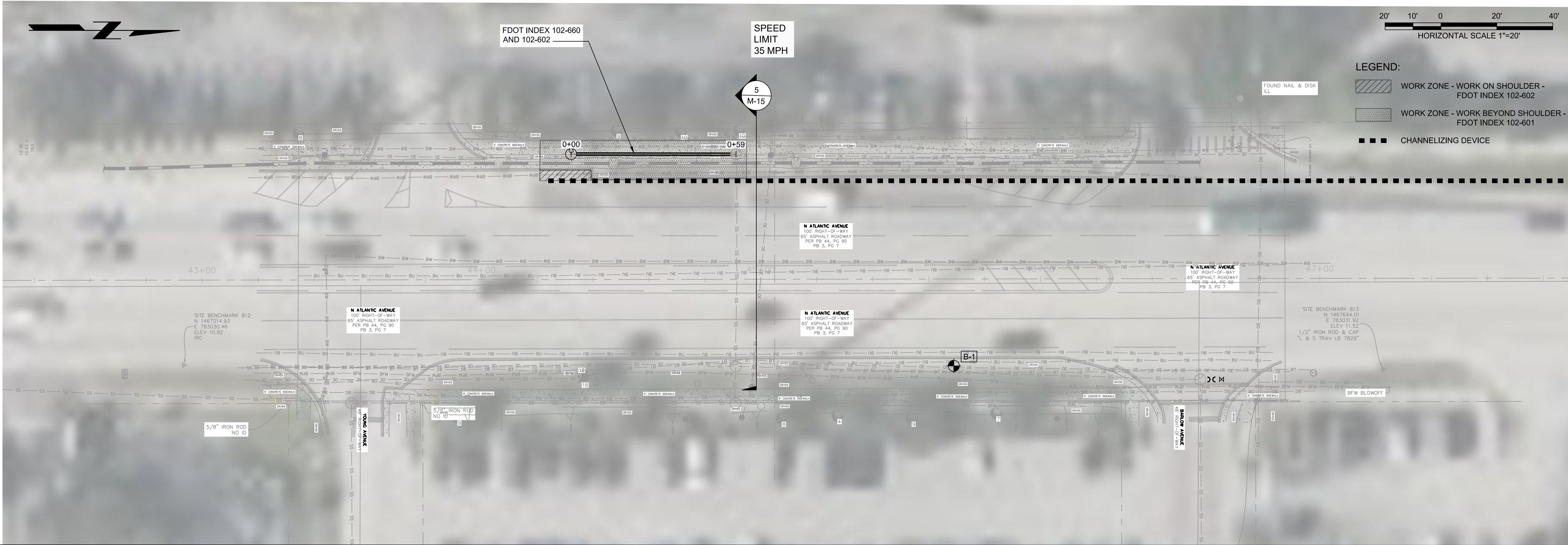
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MAINTENANCE OF
TRAFFIC PLAN

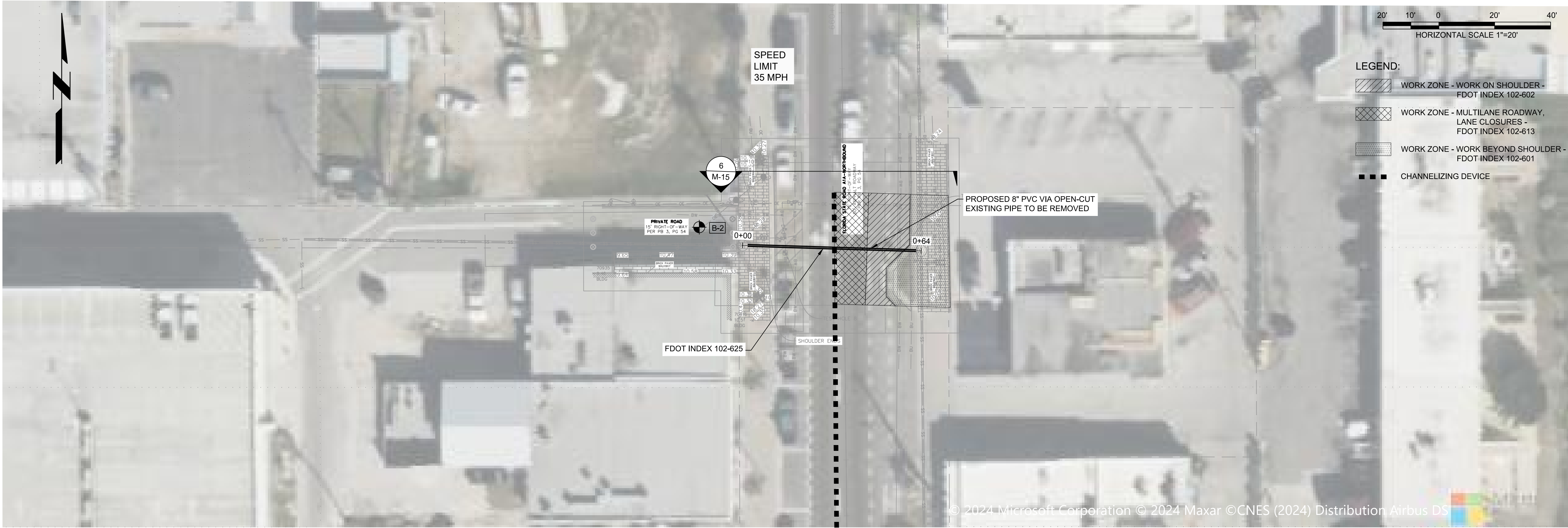
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PHASE 5



PHASE 6

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Black & Veatch Corporation
Kansas City, Missouri



Lytvyn, Olena
Professional Engineer
License No. 82696

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Professional Engineer
License No. 82696

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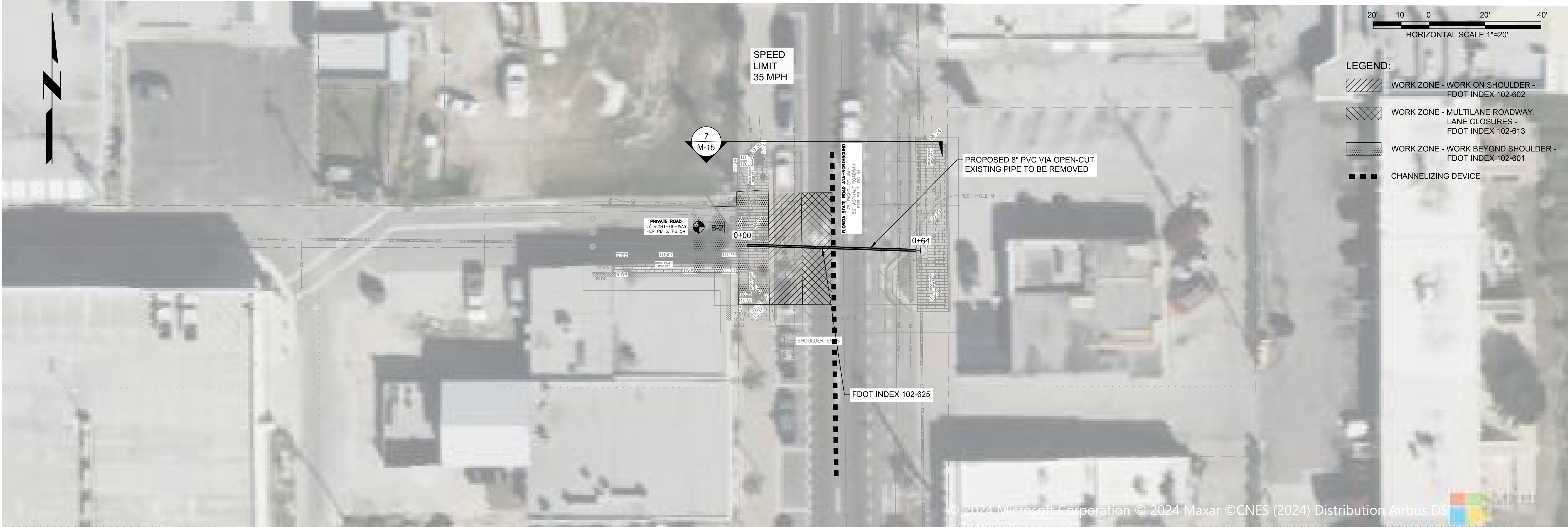
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MAINTENANCE OF
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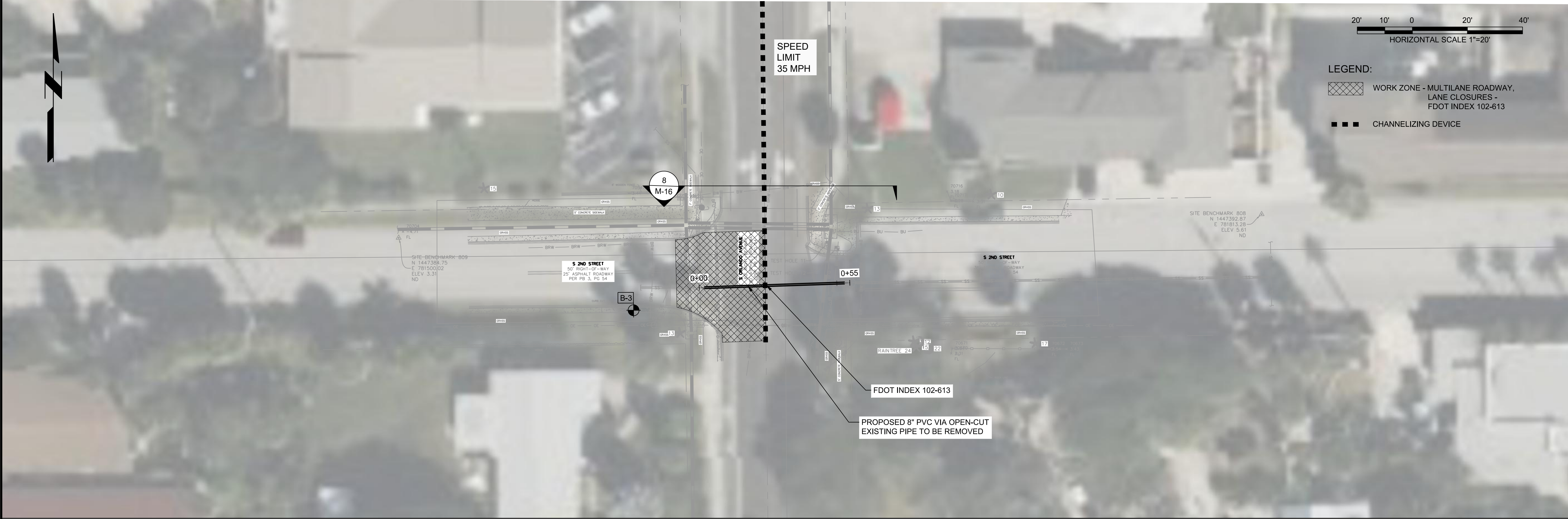
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PHASE 7



PHASE 8

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ou=Engineering, email=Olena.Lytyn@bv.com,
c=US
Date: 2025.04.21 16:11:32 -0400

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Professional Engineer
License No. 82696

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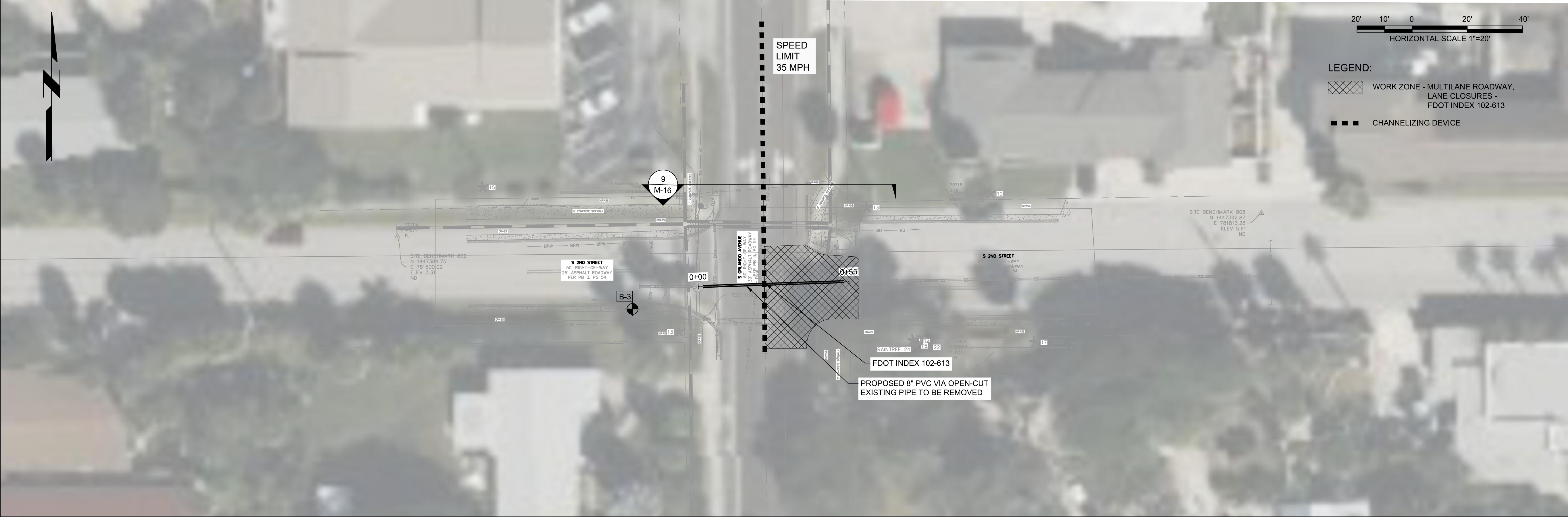
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MAINTENANCE OF
TRAFFIC PLAN

M-04

27
OF
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PHASE 9



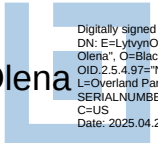
PHASE 10

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BLACK & VEATCH

Black & Veatch Corporation
 Kansas City, Missouri





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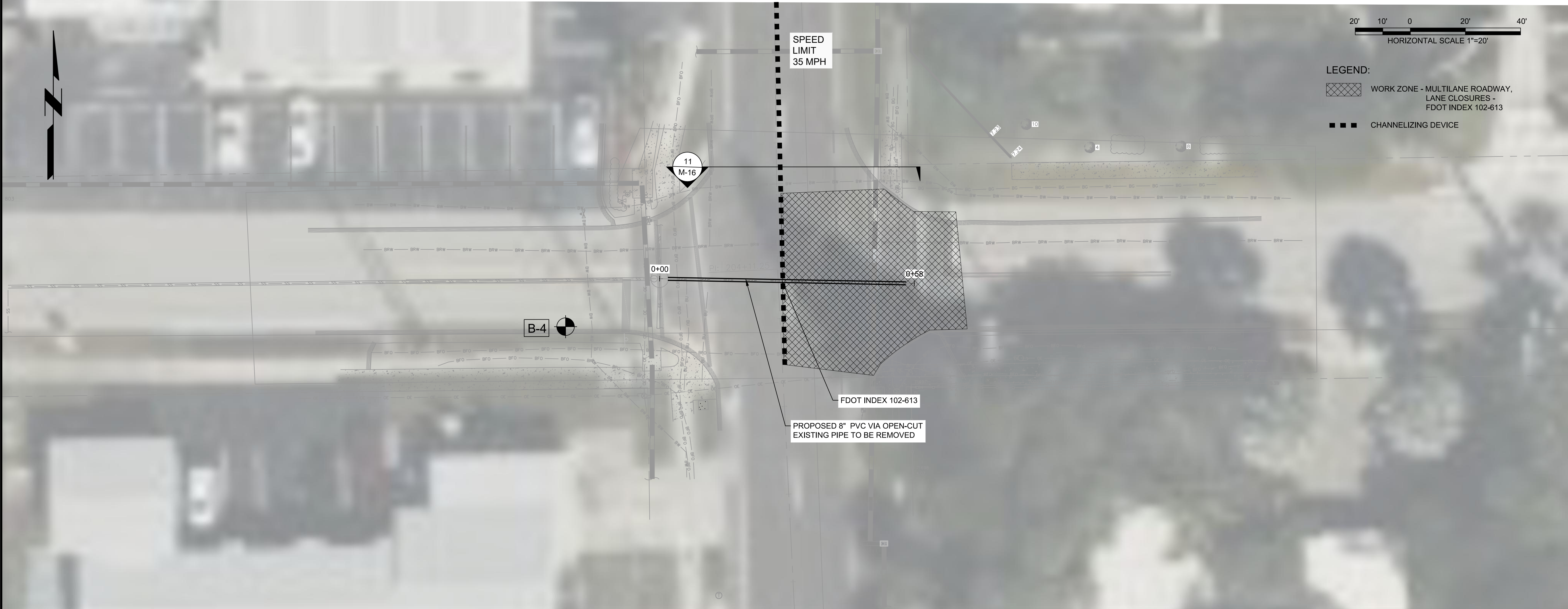
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MAINTENANCE OF TRAFFIC PLAN

M-05

28
OF
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PHASE 11

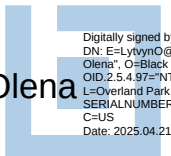
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(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4

**BLACK & VEATCH**

Black & Veatch Corporation
Kansas City, Missouri



**Lytvyn, Olena**

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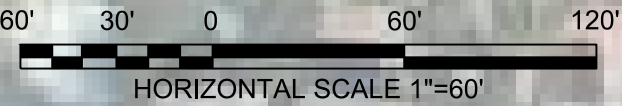
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MAINTENANCE OF TRAFFIC PLAN

M-06

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- LEGEND:
- WORK ZONE - WORK ON SHOULDER - FDOT INDEX 102-602
 - WORK ZONE - WORK BEYOND SHOULDER - FDOT INDEX 102-601
 - WORK ZONE - MULTILANE ROADWAY, LANE CLOSURES - FDOT INDEX 102-613
 - CHANNELIZING DEVICE



Black & Veatch Corporation
Kansas City, Missouri



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A1A SEWER REPLACEMENT

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MAINTENANCE OF TRAFFIC PLAN

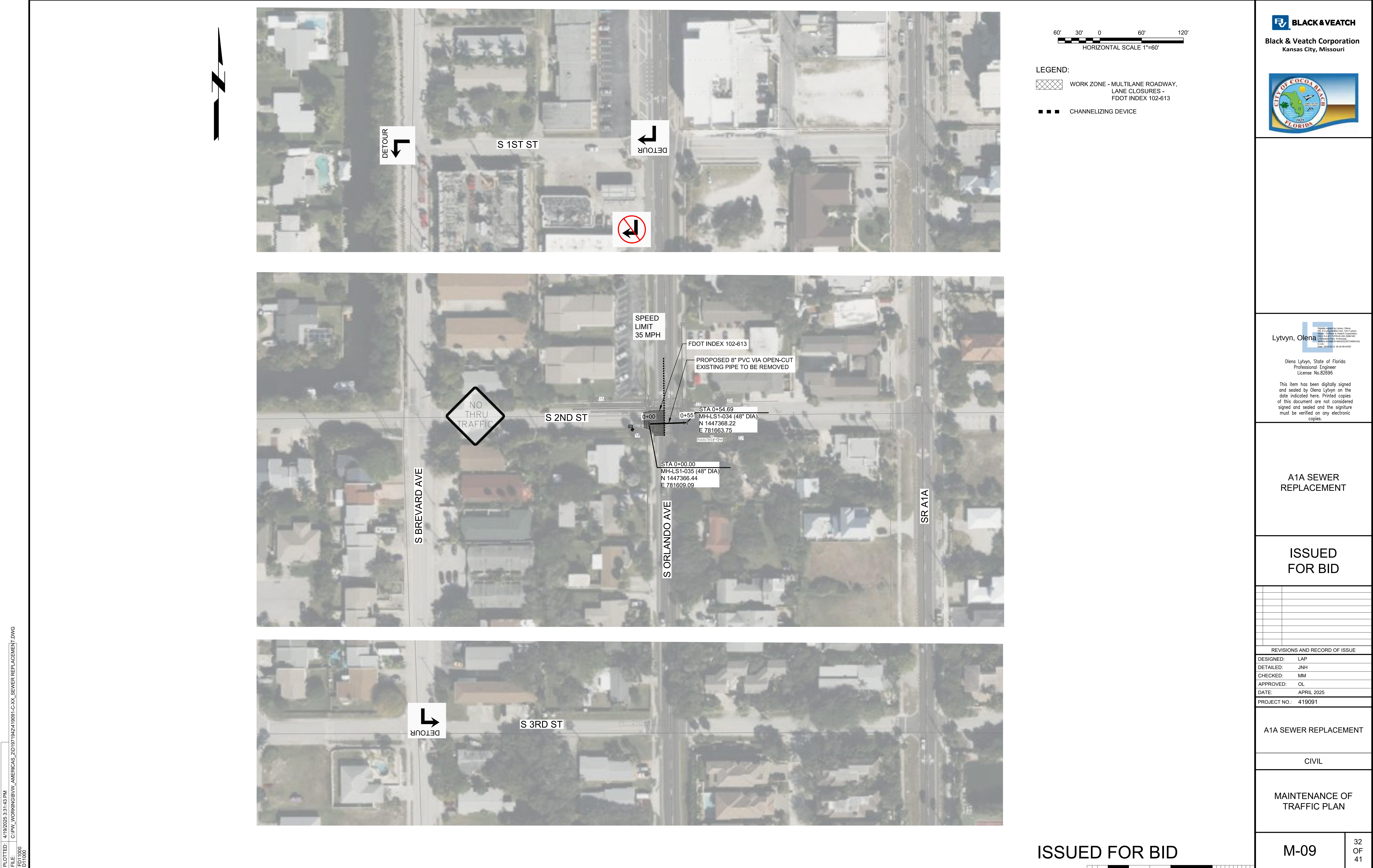
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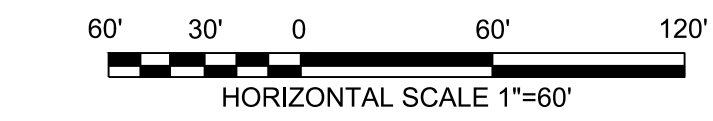
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LEGEND:

- WORK ZONE - MULTILANE ROADWAY, LANE CLOSURES - FDOT INDEX 102-613
- CHANNELIZING DEVICE



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Kansas City, Missouri



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A1A SEWER REPLACEMENT

CIVIL

MAINTENANCE OF TRAFFIC PLAN

M-10

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OF
41

ISSUED FOR BID

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 D11000



Black & Veatch Corporation
Kansas City, Missouri



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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and sealed by Olena Lytvyn on the
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A1A SEWER
REPLACEMENT

ISSUED
FOR BID

REVISIONS AND RECORD OF ISSUE	
DESIGNED:	LAP
DETAILED:	JNH
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025
PROJECT NO.:	419091

A1A SEWER REPLACEMENT

CIVIL

MAINTENANCE OF
TRAFFIC PLAN

M-11

34
OF
41

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



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A1A SEWER REPLACEMENT

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DATE:	APRIL 2025
PROJECT NO.:	419091

PROJECT NO.: 419091

A1A SEWER REPLACEMENT

CIVIL

MAINTENANCE OF TRAFFIC PLAN

M-12

35
OF
41



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
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APPROVED:	OL
DATE:	APRIL 2025

PROJECT NO.: 419091

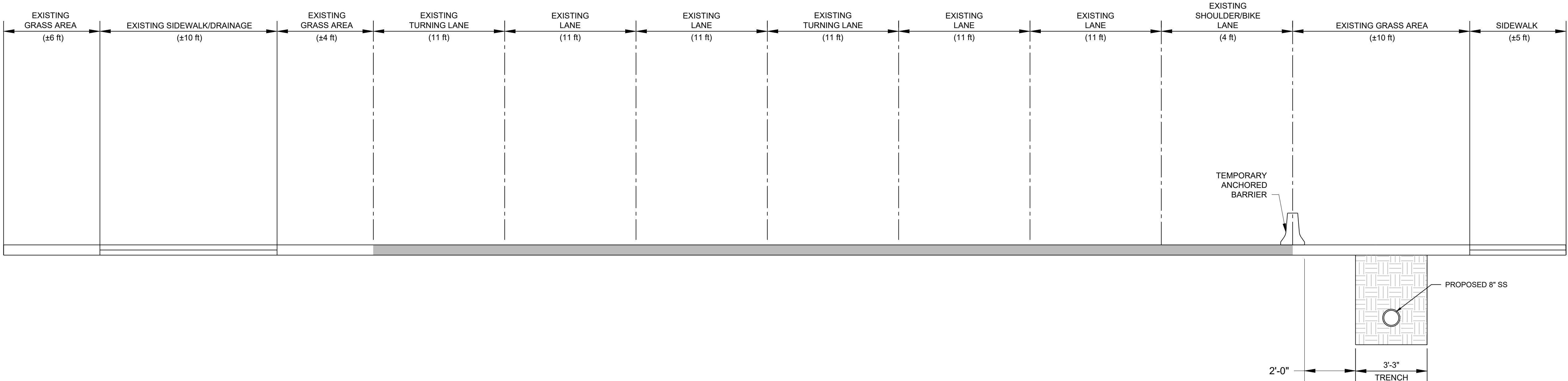
A1A SEWER REPLACEMENT

CIVIL

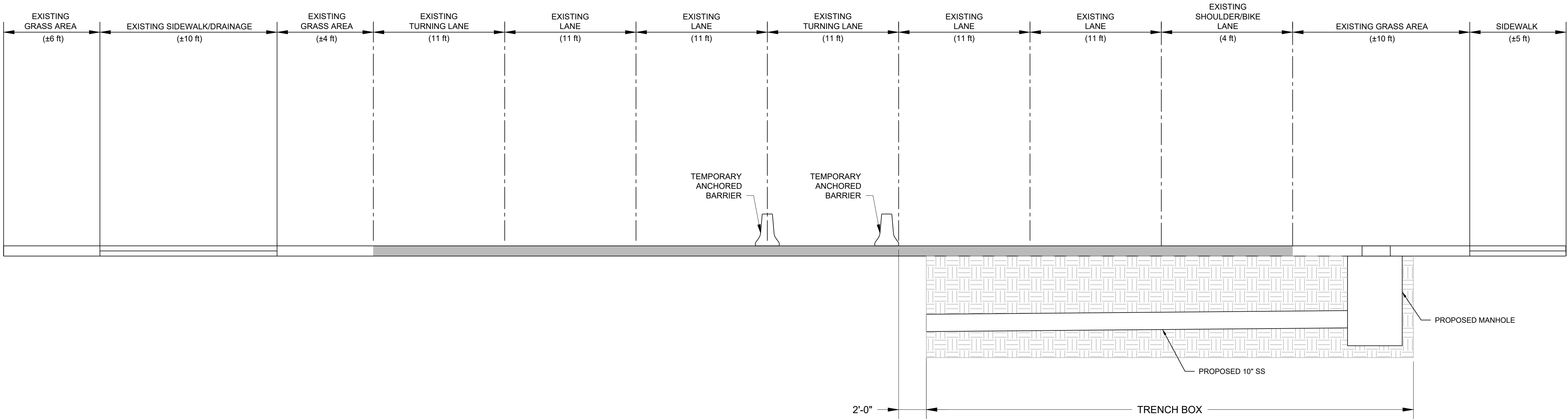
MAINTENANCE OF
TRAFFIC DETAILS

M-13

36
OF
41



1 TYPICAL MOT CROSS SECTION C-01 - STATE ROAD A1A - PHASE 1
- N.T.S.



2 TYPICAL MOT CROSS SECTION C-01 - STATE ROAD A1A - PHASE 2
- N.T.S.

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Lytvyn, Olena
Digitally signed by Olena Lytvyn, DN: cn=Olena Lytvyn, o=Black & Veatch Corporation, ou=Engineering, email=Olena.Lytvyn@black-veatch.com, c=US, date=2025.04.11.10:20:57-0400

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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A1A SEWER REPLACEMENT

ISSUED FOR BID

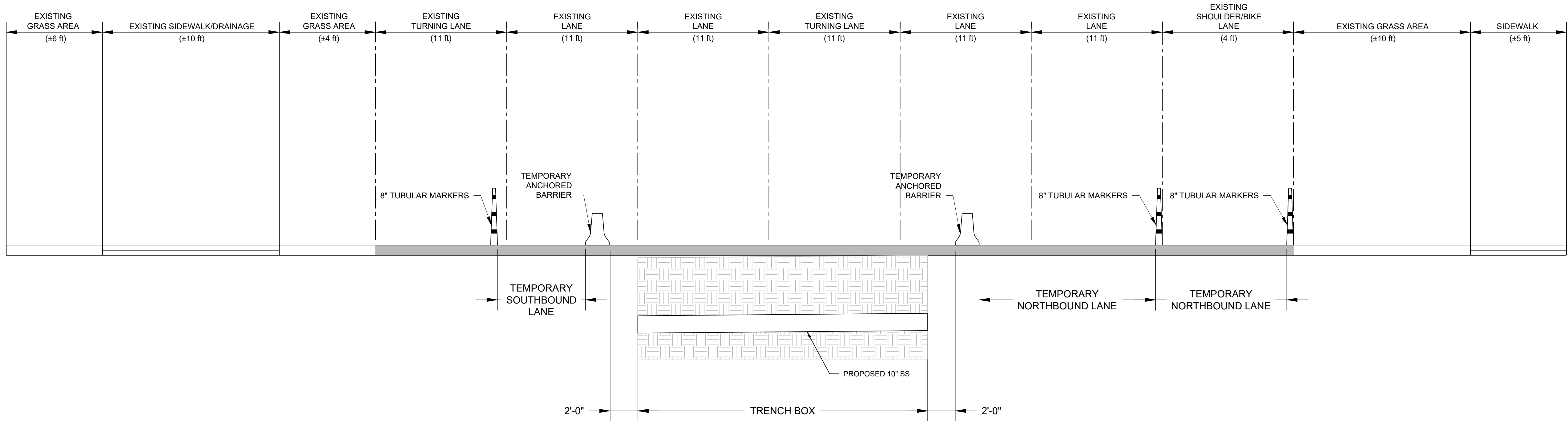
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DESIGNED:	KTH
DETAILED:	JNH
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025
PROJECT NO.:	419091

A1A SEWER REPLACEMENT

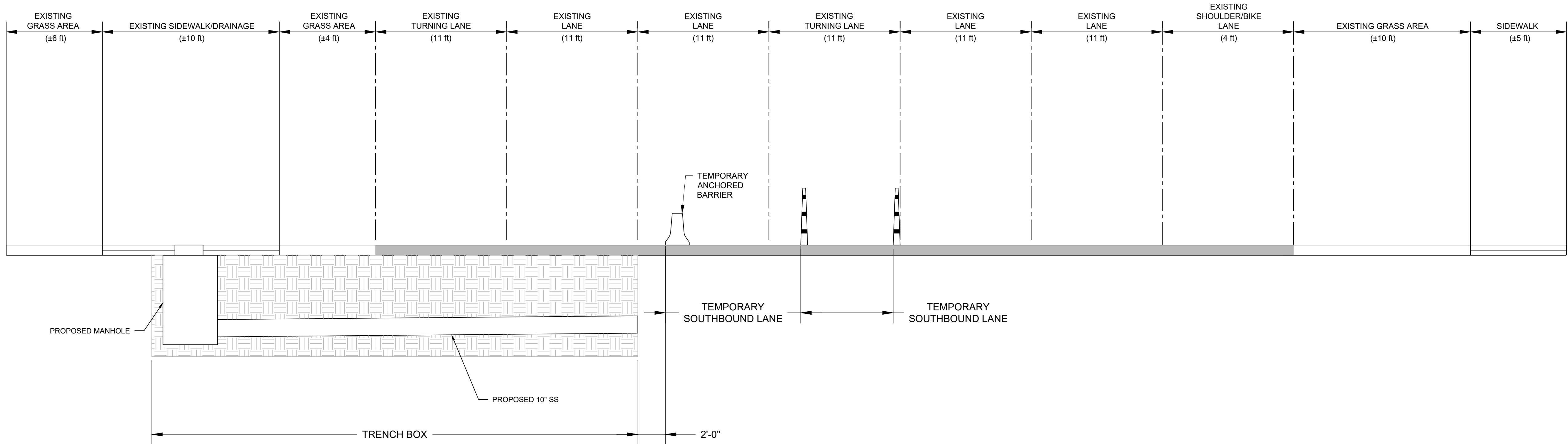
CIVIL

MAINTENANCE OF TRAFFIC DETAILS

M-14
37 OF 41



3 TYPICAL MOT CROSS SECTION C-01 - STATE ROAD A1A - PHASE 3
- N.T.S.



4 TYPICAL MOT CROSS SECTION C-01 - STATE ROAD A1A - PHASE 4
- N.T.S.

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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A1A SEWER REPLACEMENT

ISSUED
FOR BID

REVISIONS AND RECORD OF ISSUE	
DESIGNED:	KTH
DETAILED:	JNH
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025
PROJECT NO.:	419091

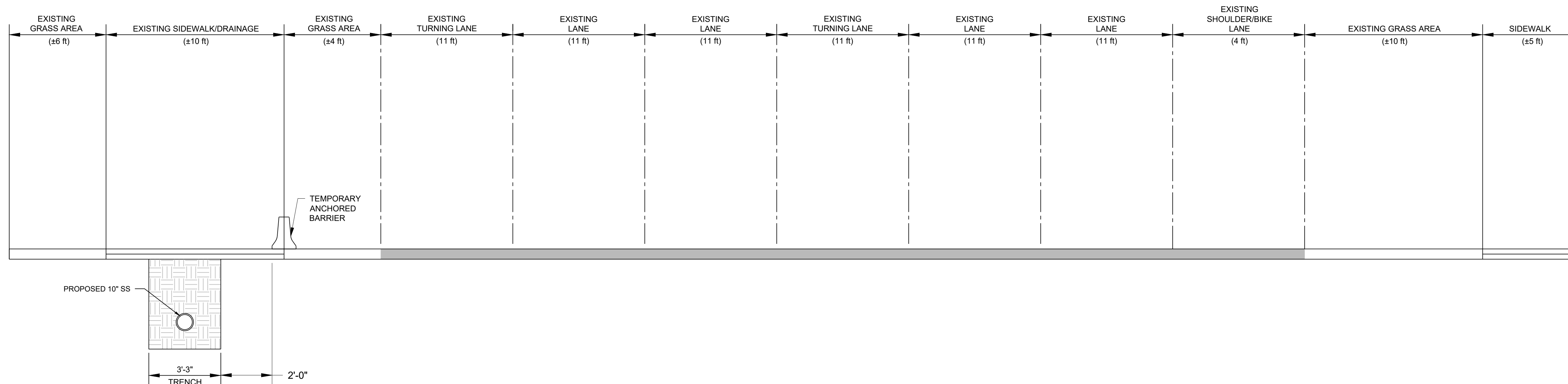
A1A SEWER REPLACEMENT

CIVIL

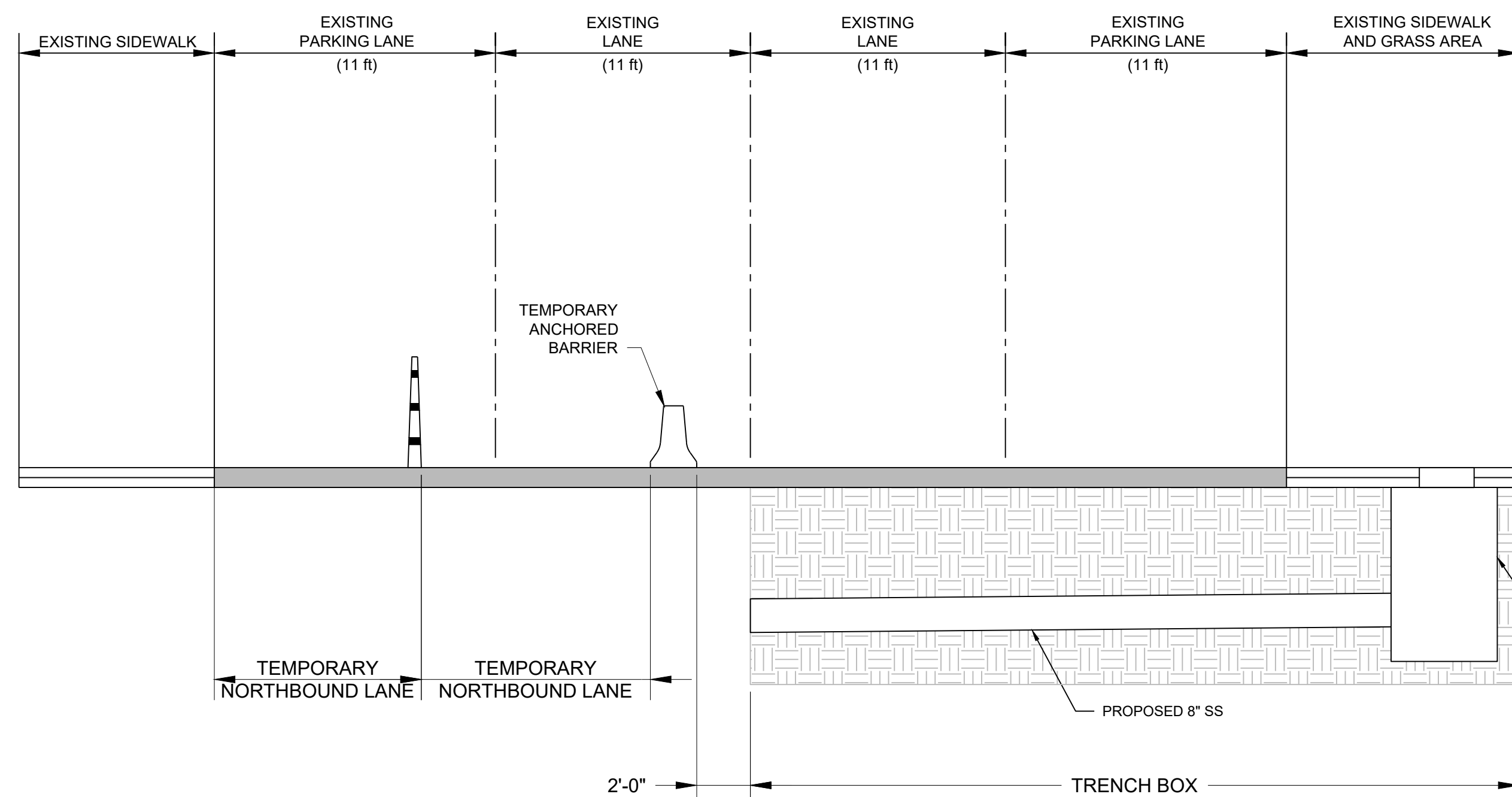
MAINTENANCE OF TRAFFIC DETAILS

M-15

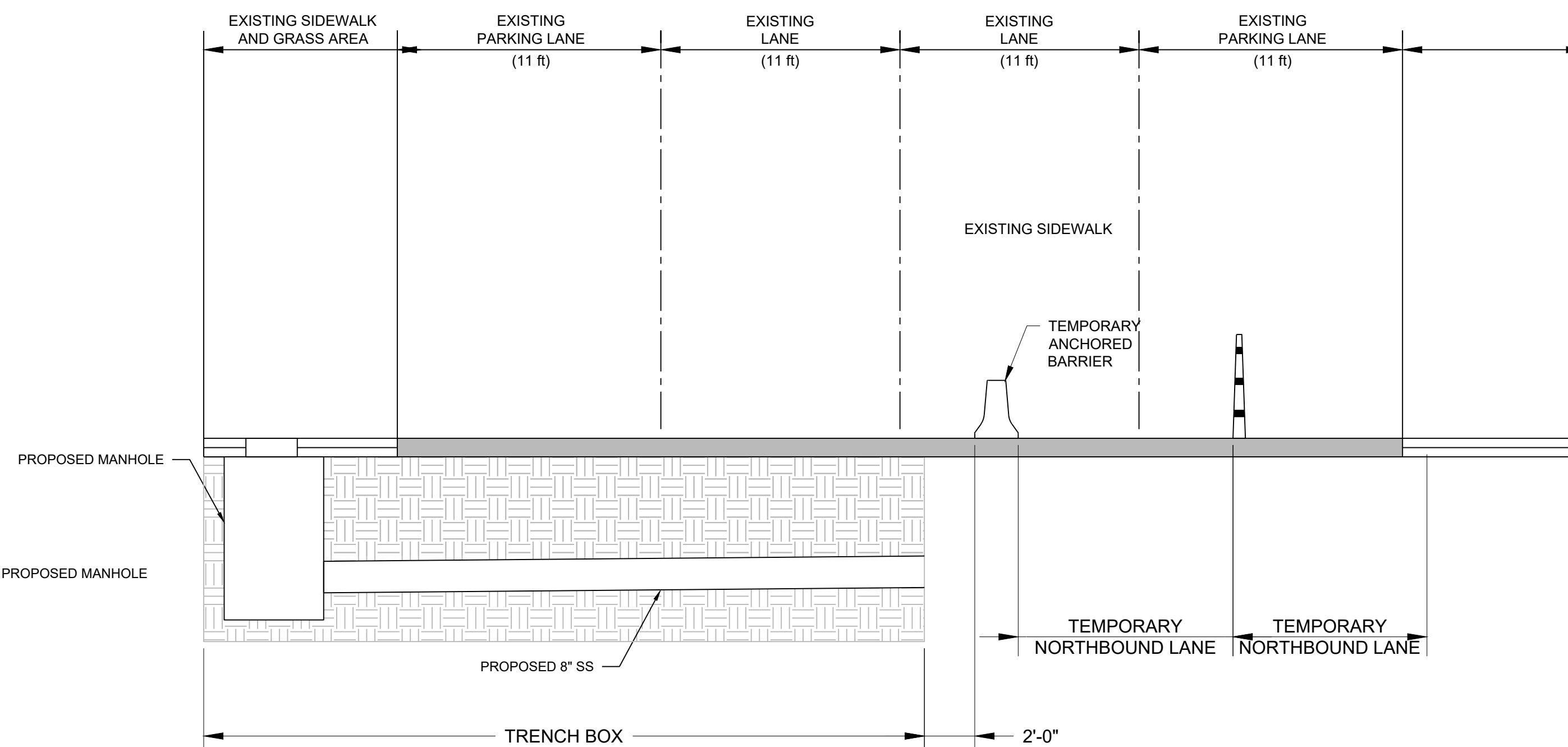
38
OF
41



5 TYPICAL MOT CROSS SECTION C-01 - STATE ROAD A1A - PHASE 5
- N.T.S.



6 TYPICAL MOT CROSS SECTION C-02 - STATE ROAD A1A - PHASE 6
- N.T.S.



7 TYPICAL MOT CROSS SECTION C-02 - STATE ROAD A1A - PHASE 7
- N.T.S.

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3



Lytwyn, Olena
Digitally signed by Olena Lytwn, DN: cn=Olena Lytwn, o=Black & Veatch Corporation, ou=Engineering, email=Olena.Lytwn@bv.com, c=US, date=2025.04.22 18:22:45-0400

Olena Lytwn, State of Florida
Professional Engineer
License No.82696

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A1A SEWER
REPLACEMENT

ISSUED
FOR BID

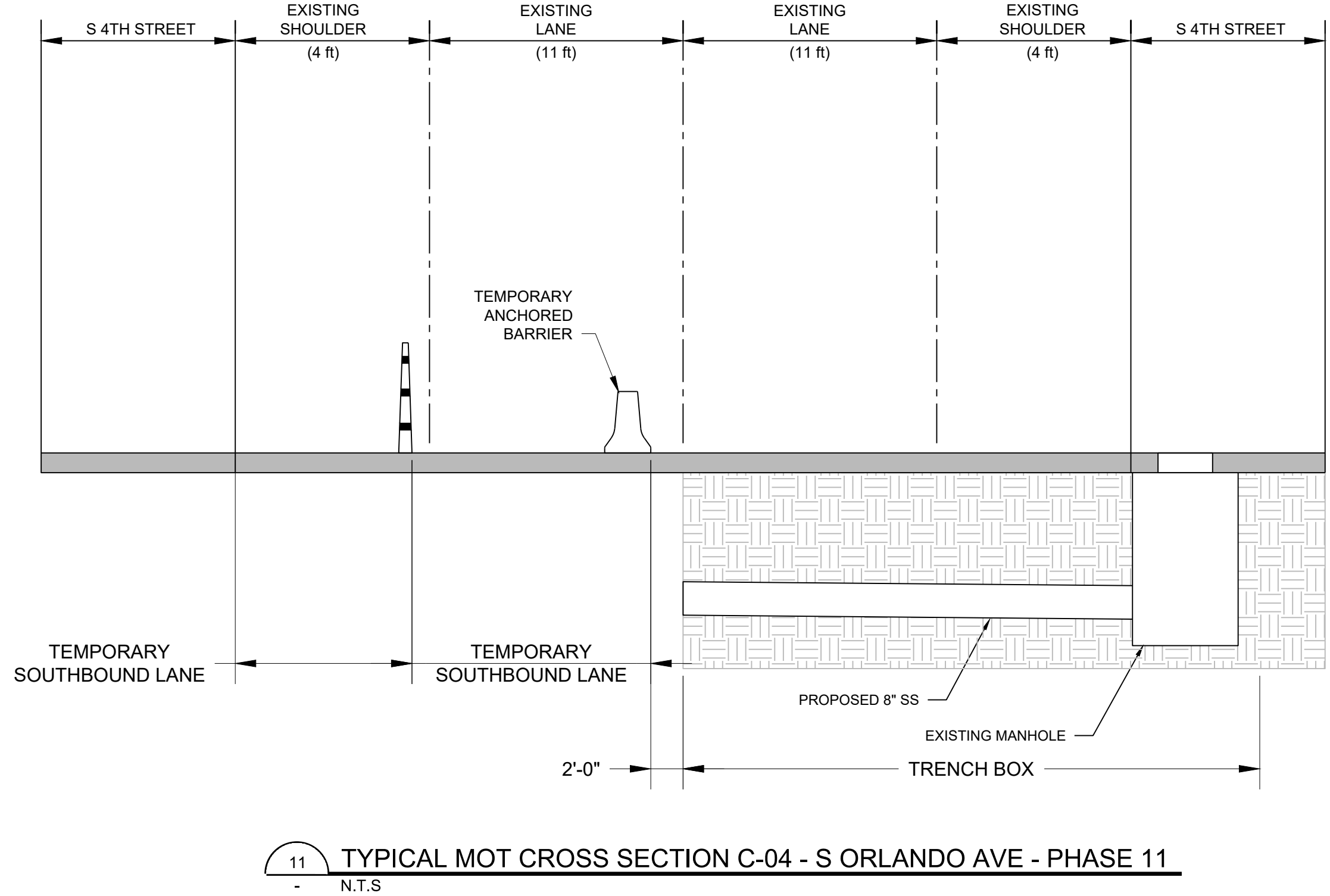
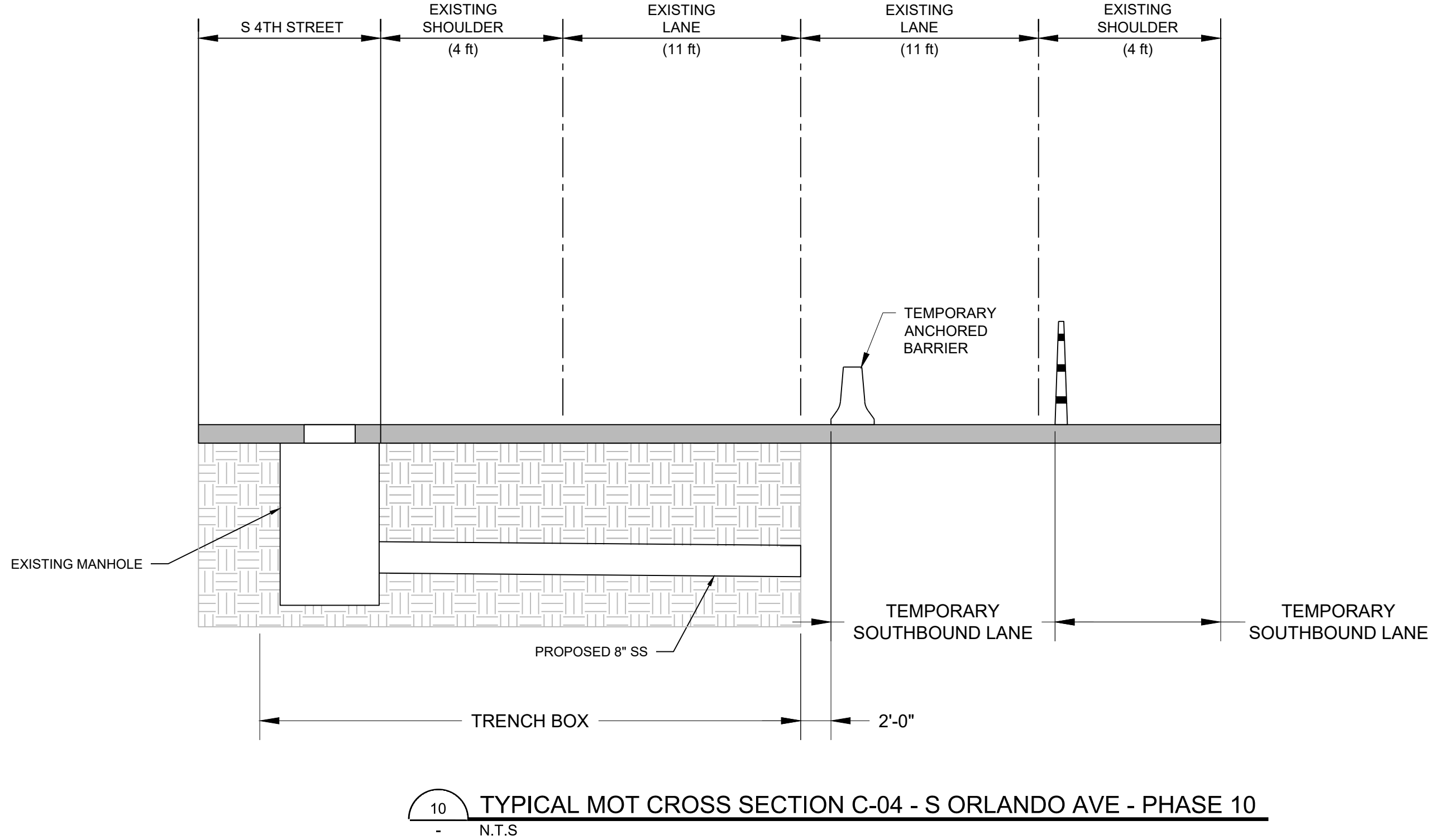
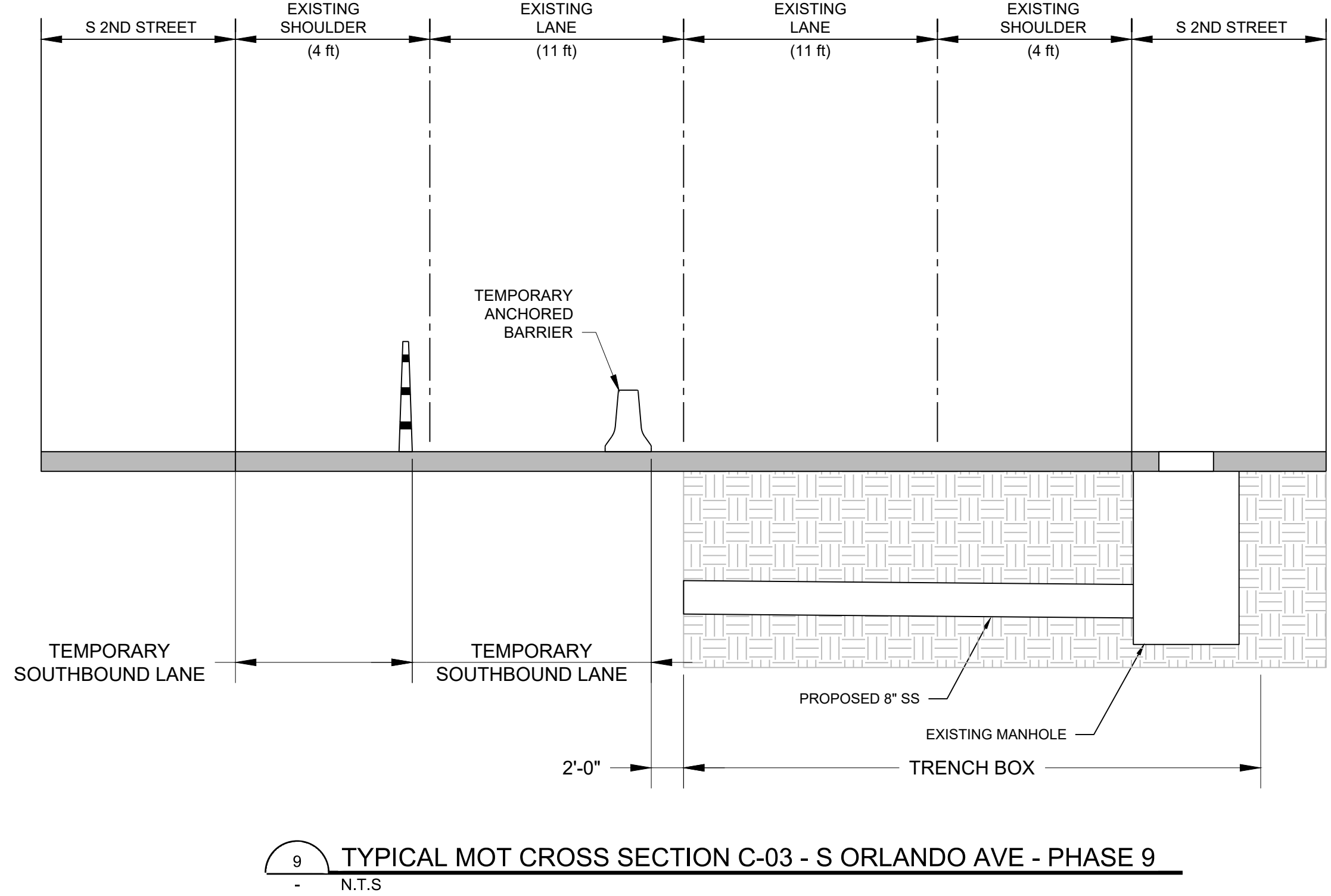
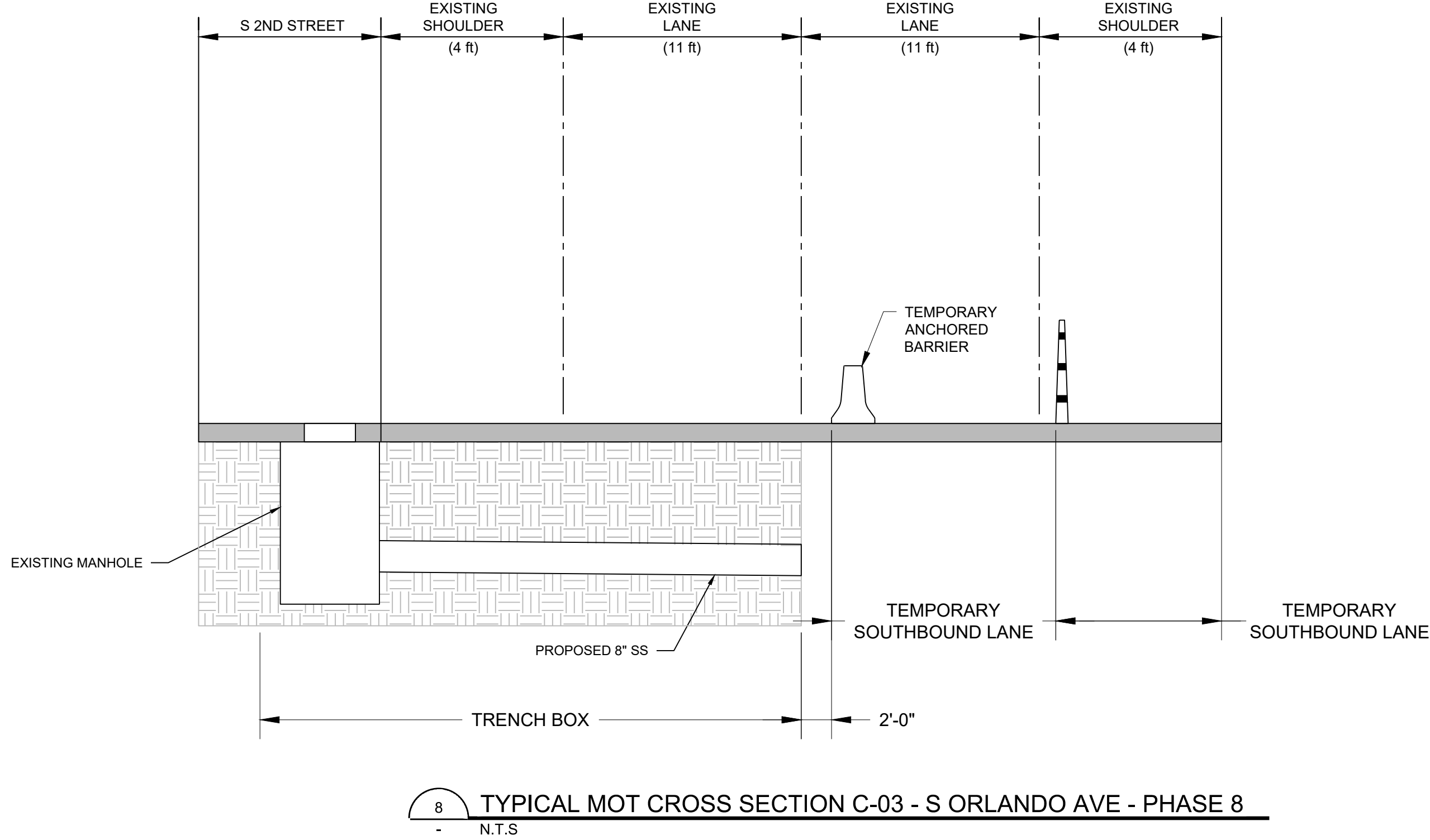
REVISIONS AND RECORD OF ISSUE	
DESIGNED:	KTH
DETAILED:	JNH
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025
PROJECT NO.:	419091

A1A SEWER REPLACEMENT

CIVIL

MAINTENANCE OF
TRAFFIC DETAILS

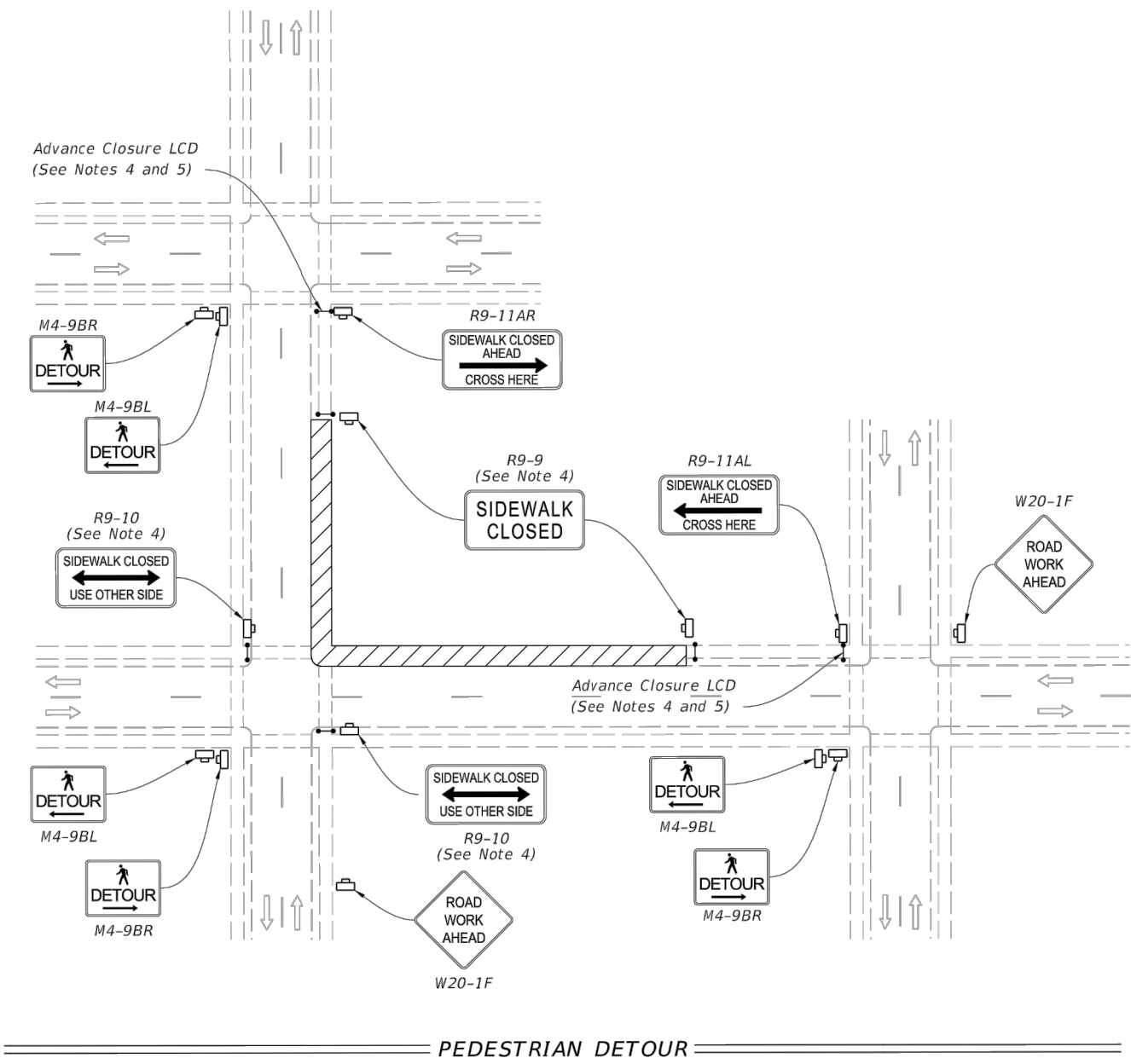
M-16
39
OF
41



- NOTES:**
1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
 2. Place pedestrian LCDs across the full width of the closed sidewalk.
 3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
 4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
 5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic

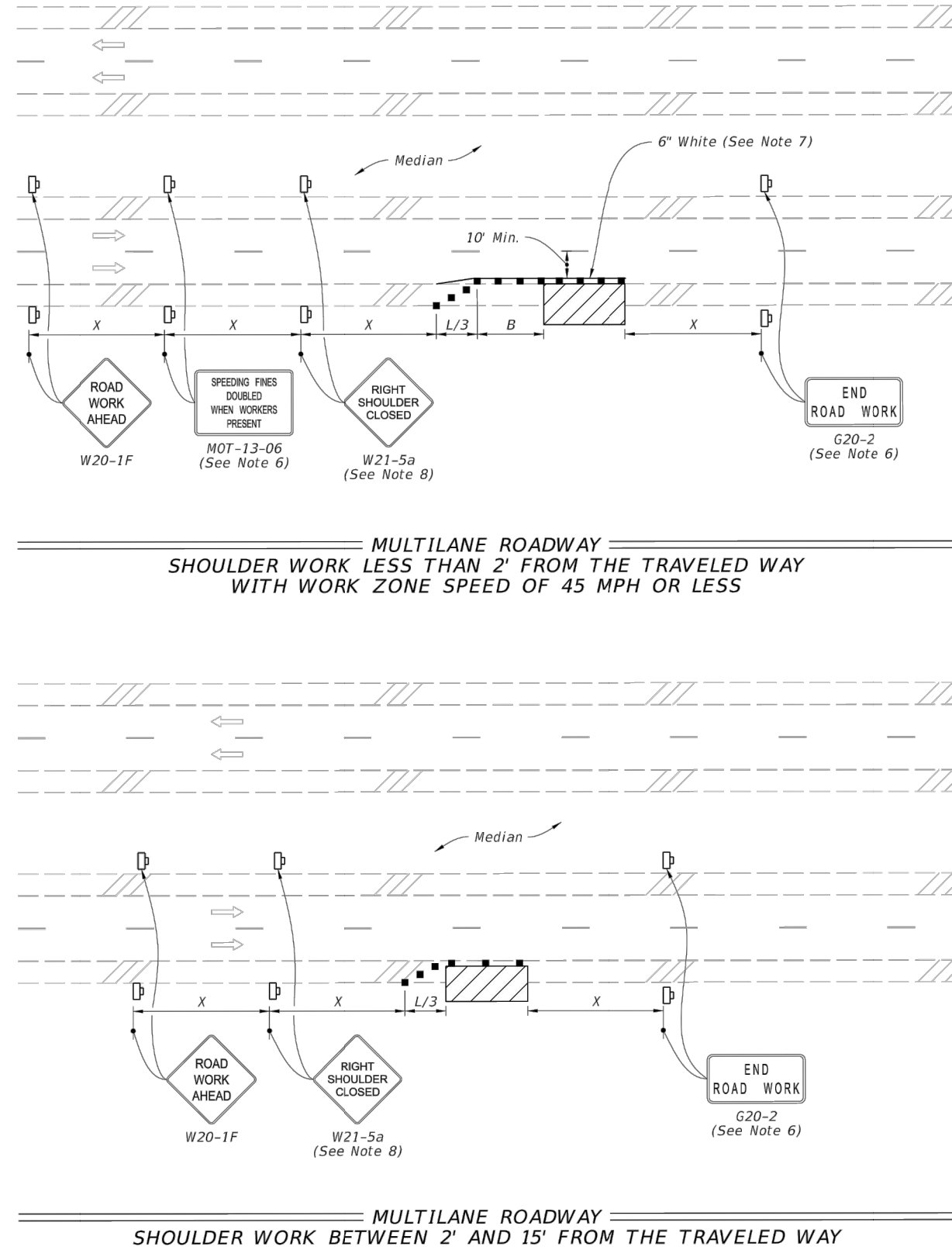


LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/20				102-660	1 of 2

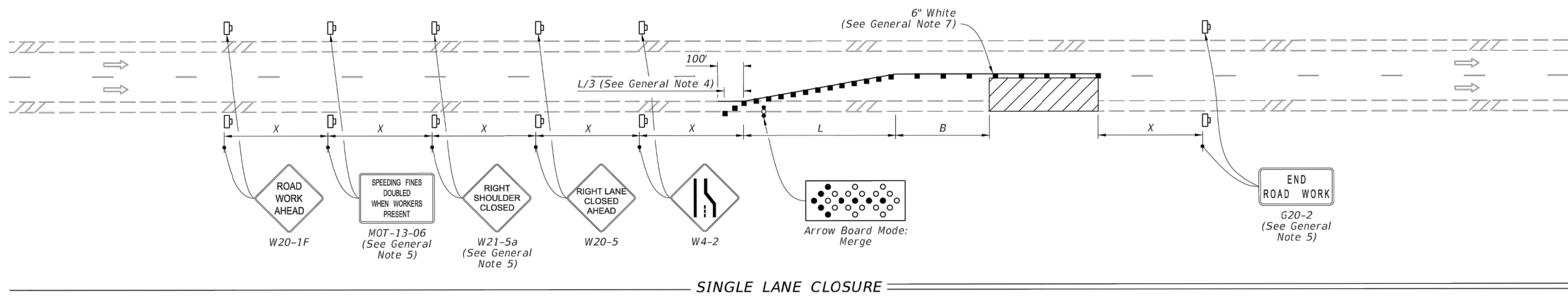
- NOTE:**
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
 2. L = Taper Length
X = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
 3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
 4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
 5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
 6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
 7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
 8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
 9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/20				102-602	2 of 2

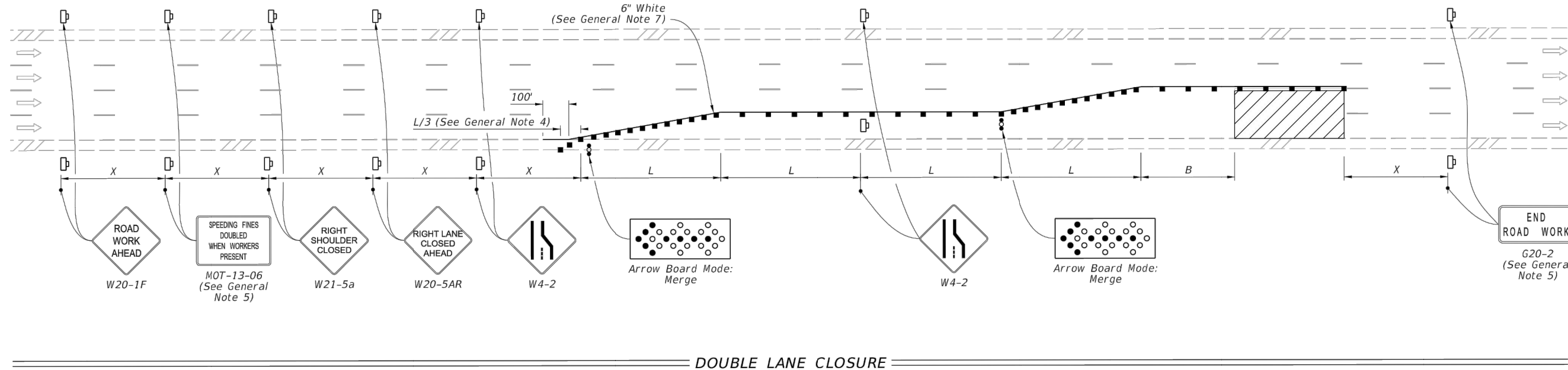


SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic

- GENERAL NOTE:**
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Spacing
See Index 102-600 for "L", "B", "X", and channelizing device spacing values.
 2. On undivided highways the median signs as shown are to be omitted.
 3. On limited access facilities, omit "Right Shoulder Closed" signs (W21-5a) and associated work zone sign spacing distances.
 4. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.
 5. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2) and "Right Shoulder Closed" (W21-5a), along with associated work zone sign spacing distances, may be omitted when the work operation will be in place for 24 hours or less. For Single Lane Closures, arrow boards and buffer (B) may also be omitted when the work operation will be in place for 60 minutes or less and the speed limit is 45 mph or less.
 6. Use inverted plan of the illustrations for work on left side of roadways.
 7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/21				102-613	1 of 5



SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:	FDOT	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/20				102-613	2 of 5



Lytvyn, Olena

Olena Lytvyn, State of Florida
Professional Engineer
License No.82696

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A1A SEWER REPLACEMENT

ISSUED FOR BID

REVISIONS AND RECORD OF ISSUE
DESIGNED: LAP
DETAILED: JNH
CHECKED: MM
APPROVED: OL
DATE: APRIL 2025

PROJECT NO.: 419091

A1A SEWER REPLACEMENT

CIVIL

MAINTENANCE OF TRAFFIC DETAILS

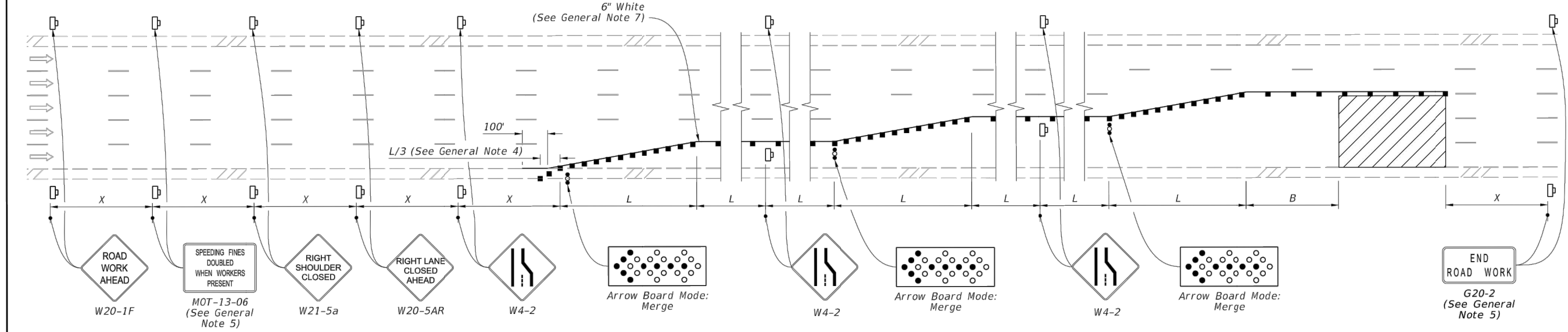
M-17

40 OF 41

ISSUED FOR BID

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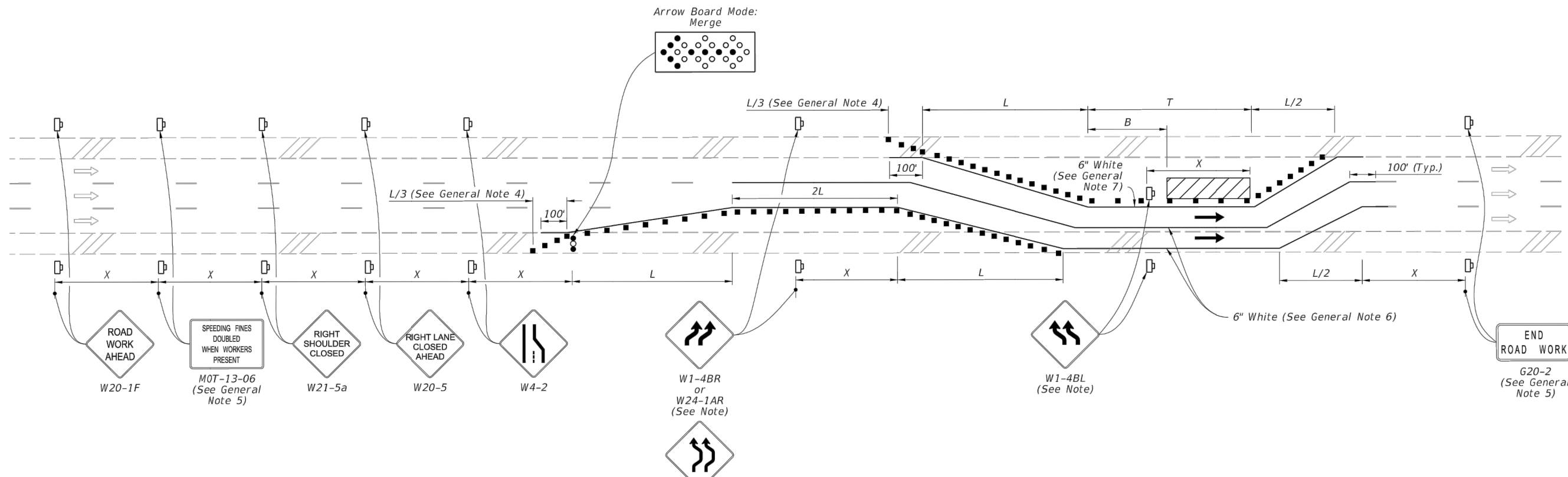


SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	MULTILANE ROADWAY, LANE CLOSURES	INDEX 102-613	SHEET 3 of 5
11/01/20					

2/2/2023 10:34:37 AM

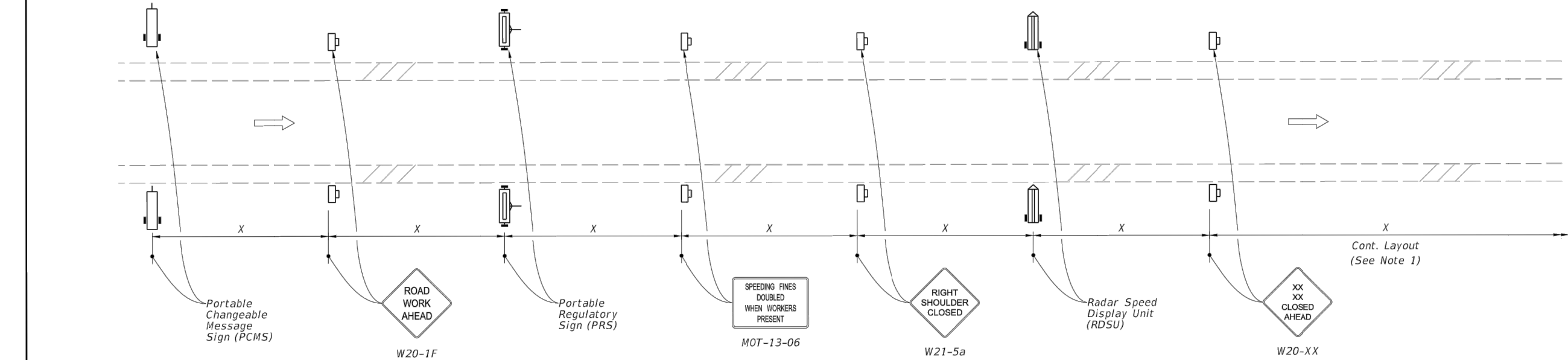


NOTE:
If the tangent distance "T" is less than 600', then use "Double Reverse Curve" signs (W24-1A) instead of the first pair of "Reverse Curve" signs (W1-4B) and omit the second pair of "Reverse Curve" signs.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	MULTILANE ROADWAY, LANE CLOSURES	INDEX 102-613	SHEET 4 of 5
11/01/20					



SYMBOLS:

- Work Zone Sign
- (1) PCMS= Portable Changeable (Variable) Message Sign
- (2) PRS= Portable Regulatory Sign-Speed Limit When Flashing
- (2) RDSU= Radar Speed Display Unit
- Lane Identification and Direction of Traffic

NOTES:

- Use the Motorist Awareness System (MAS) for lane closures of at least 5 days (consecutive or not) on multilane divided facilities with a posted speed of 55 or greater when workers are present and not protected by a barrier.
- Locate the Motorist MAS devices (i.e., PCMS, PRS, and RDSU) within the advance warning signs as shown. Continue with the remainder of the work zone signs and devices in accordance with the Plans or Standard Plans after the appropriate "Lane Closed Ahead" (W20-XX) sign.
- For a posted speed of 65 mph or greater, display speed with a ten mph reduction. For a posted speed of 60 mph, display a reduced speed of 55 mph. For areas outside of the lane closure, use the posted speed as the work zone speed.
- Omit the PCMS in the median for roadways with three lanes or less in the same direction of traffic.

TYPICAL PCMS DISPLAY:

With speed reduction:
Message 1: WORKERS PRESENT AHEAD
Message 2: SPEED REDUCED NEXT XXMI

Without speed reduction:
Message 1: WORKERS PRESENT AHEAD
Message 2: NEXT XX MILES

LAST REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	MULTILANE ROADWAY, LANE CLOSURES	INDEX 102-613	SHEET 5 of 5
11/01/21					

2/2/2023 10:34:37 AM



Lytyn, Olena
Digitally signed by Olena Lytyn, DN: cn=Olena Lytyn, o=City of Cocoa Beach, ou=City of Cocoa Beach, email=Olena.Lytyn@coconutbeach.fl.gov, c=US
Olena Lytyn, State of Florida
Professional Engineer
License No.82696

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A1A SEWER REPLACEMENT

ISSUED FOR BID

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DESIGNED:	LAP
DETAILED:	JNH
CHECKED:	MM
APPROVED:	OL
DATE:	APRIL 2025

PROJECT NO.: 419091

A1A SEWER REPLACEMENT

CIVIL

MAINTENANCE OF TRAFFIC DETAILS

M-18

41 OF 41

ISSUED FOR BID

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4



June 10th, 2025

City of Cocoa Beach
2 South Orlando Ave
Cocoa Beach, FL 32931

B&V Project 419091

Attention: Brad Kalsow, Director

Subject: A1A Sewer Replacement – Recommendation of Award

Dear Mr. Kalsow,

Black & Veatch has reviewed the two (2) bids received for the above-referenced project submitted to the City of Cocoa Beach on June 6th, 2025. The bid prices received have been entered into the Bid Tabulation attached hereto:

Bidder	Bid Amount
CK Contractors & Development, LLC.	\$2,214,480.00
Universal Contracting & Construction, Inc.	\$2,985,923.80*

*Bid amount has been adjusted to revise mathematical errors.

The reference check completed during the Pre-Qualification process resulted in Black & Veatch finding CK Contractors & Development, LLC. to have completed similar projects successfully and are qualified to complete the A1A Sewer Replacement Project.

At this time, it is Black & Veatch's opinion that the apparent low bidder has demonstrated adequate qualifications to support award of the A1A Sewer Replacement Project to CK Contractors & Development, LLC.

Sincerely,

Black & Veatch

A handwritten signature in black ink, appearing to read 'Olena Lytvyn', written in a cursive style.

Olena Lytvyn, P.E
Engineer of Record

**A1A SEWER REPLACEMENT
CB25-005
Bid Tabulation**

Item No.	Description of Item and Bid Price	Approx. Qty.	Unit Type	CK Contractors & Development		Universal Contracting & Construction, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price
1	GENERAL REQUIREMENTS AND MOBILIZATION	1	LS	\$ 651,000.00	\$ 651,000.00	\$ 528,750.00	\$ 528,750.00
2	DEMobilIZATION	1	LS	\$ 23,500.00	\$ 23,500.00	\$ 56,250.00	\$ 56,250.00
3	AUDIO – VIDEO RECORD	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 17,500.00	\$ 17,500.00
4	MAINTENANCE OF TRAFFIC	1	LS	\$ 164,500.00	\$ 164,500.00	\$ 100,000.00	\$ 100,000.00
5	DEWATERING CONTAINMENT & DISPOSAL	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 321,750.00	\$ 321,750.00
6	LOCATE UTILITIES IN ADVANCE OF CONSTRUCTION	1	LS	\$ 11,400.00	\$ 11,400.00	\$ 91,750.00	\$ 91,750.00
7	FURNISH AND INSTALL 8" PVC SS (0'-5'DEEP)	113	LF	\$ 229.00	\$ 25,877.00	\$ 468.75	\$ 52,968.75
8	FURNISH AND INSTALL 8" PVC SS (5'-10'DEEP)	64	LF	\$ 378.00	\$ 24,192.00	\$ 500.00	\$ 32,000.00
9	FURNISH AND INSTALL 8" PVC SS (10'-15'DEEP)	297	LF	\$ 705.00	\$ 209,385.00	\$ 531.25	\$ 157,781.25
10	FURNISH AND INSTALL 10" PVC SS (10'-15'DEEP)	135	LF	\$ 1,400.00	\$ 189,000.00	\$ 531.25	\$ 71,718.75
11	FURNISH AND INSTALL 8" PVC SS (15'-20'DEEP)	2	EA	\$ 28,900.00	\$ 57,800.00	\$ 43,062.50	\$ 86,125.00
12	4' PRECAST MANHOLE- 15'DEEP	16	EA	\$ 8,900.00	\$ 142,400.00	\$ 6,625.00	\$ 106,000.00
13	CONNECTION TO EXISTING MANHOLE	210	LF	\$ 41.00	\$ 8,610.00	\$ 41.88	\$ 8,794.80
14	ABANDON AND GROUT PIPE	30	LF	\$ 410.00	\$ 12,300.00	\$ 8,817.00	\$ 264,510.00
15	6" PVC FORCE MAIN	1	EA	\$ 3,785.00	\$ 3,785.00	\$ 8,437.50	\$ 8,437.50
16	6" GATE VALVE	1	EA	\$ 2,850.00	\$ 2,850.00	\$ 5,937.50	\$ 5,937.50
17	6" CUT AND PLUG	3,300	SY	\$ 28.00	\$ 92,400.00	\$ 83.13	\$ 274,329.00
18	ASPHALT MILL AND OVERLAY	260	SY	\$ 245.00	\$ 63,700.00	\$ 225.00	\$ 58,500.00
19	ASPHALT RESTORATION	225	SY	\$ 171.00	\$ 38,475.00	\$ 178.75	\$ 40,218.75
20	SIDEWALK RESTORATION	87	SY	\$ 108.00	\$ 9,396.00	\$ 181.25	\$ 15,768.75
21	SOD RESTORATION	280	SY	\$ 7.00	\$ 1,960.00	\$ 8.00	\$ 2,240.00
22	SANITARY SEWER BYPASS	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 308,437.50	\$ 308,437.50
23	PAVEMENT MARKING	2,175	LF	\$ 6.00	\$ 13,050.00	\$ 13.75	\$ 29,906.25
24	PERMITS & FEES	1	LS	\$ 19,400.00	\$ 19,400.00	\$ 46,250.00	\$ 46,250.00
25	CONTINGENCY FUND – ALLOWANCE	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
TOTAL					\$ 2,214,480.00	TOTAL	\$ 2,985,923.80

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /
Michael Bryan, Assistant to the City Clerk

MEETING DATE

June 19, 2025

REQUESTED MOTION/ACTION

PULLED ON 6/19/25

~~FY 2025-2026 Budget request for CPI increases from June 2017 to the current City Attorney agreement with CPI adjustment for years going forward.~~

~~Staff representative: City Attorney, Becky Vose~~

~~Recommendation: Consider~~

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

This is a proposal (budget request) from the Vose Law Firm for FY 2025-2026. It requests a CPI increase from June, 2017 to current and a CPI adjustment going forward for future years. The firm's requested fees are dramatically less than has historically been paid by the City of Cocoa Beach and are also significantly less than the fees paid by the most comparable Brevard County city – the City of Cape Canaveral. Immediately before the Vose Law Firm was hired by Cocoa Beach in June of 2017, the Fowler law firm charged the City the following fees: \$320,266 (2014), \$351,341 (2015), \$384,993 (2016) (all dramatically higher than our budget request 8 years later). Cocoa Beach's immediate neighboring city to the north, Cape Canaveral, has a population of 10,014 and a size of 2.22 square miles. Cocoa Beach has a slightly higher population of 11,389 and is double the size of Cape Canaveral at 4.66 square miles. As a similarly situated barrier island city, Cape Canaveral is the most comparable city to Cocoa Beach in Brevard County. Cape Canaveral is represented by the Garganese Weiss law firm based in Orlando. According to the Cape Canaveral 2024-2025 Budget, (pg. 42), the total legal services for that city were budgeted at \$350,681, (again significantly higher than the budget request). The adjusted fees for the Vose Law Firm beginning in October 2025 would be \$26,300 per month/\$315,600 per year.



June 9, 2025

Mayor Capizzi, Vice-Mayor Williams and
City Commissioners Hutcherson, Tumulty & Jackson
City of Cocoa Beach
2 S. Orlando Ave
Cocoa Beach, FL 32931

**Re: Proposal / Budget Request for Continued City Attorney Services for the
City of Cocoa Beach, Florida**

Dear Mayor, Vice-Mayor, City Commissioners:

As budget season is approaching, I am making a proposal and budget request to the City for the continuation of our City Attorney services for what I hope will be the continuation of a long and mutually advantageous relationship between our firm and the City of Cocoa Beach. I request that this subject be discussed at the first budget meeting to be held on Tuesday, June 17, 2025.

City Attorney Budget Request

My request is that our firm would continue to provide all legal services required of the City, including litigation, at the same all-inclusive low flat rate our firm has historically charged the City, (\$20,000 per month / \$240,000 per year) with the only change being that that flat rate be adjusted for the inflation that has occurred since we were first hired in June of 2017, and that going forward our flat fee would be adjusted annually to keep pace with inflation. The estimated revised flat fee would be approximately \$26,300 per month / \$315,600 per year.¹

As specifically shown below, our requested fees are dramatically less than has historically been paid by the City of Cocoa Beach and are also significantly less than the fees paid by the most comparable Brevard County city - the City of Cape Canaveral.

¹ A copy of the requested amendment to our City Attorney Agreement is attached at this end of this Proposal.

Historical Prior City Attorneys' Fees – dramatically high!

Our firm was hired in June of 2017 at a flat rate including litigation of \$240,000 per year to take over the City Attorney position from the Fowler law firm. The actual city attorney fees paid to the Fowler law firm historically were:

Total legal fees paid to Fowler in 2014:	\$320,266
Total legal fees paid to Fowler in 2015:	\$351,341
Total legal fees paid to Fowler in 2016:	\$384,993

If the Fowler fees were adjusted for inflation and/or continued to increase with time as was the pattern of the fees as shown above, their fees would now be well over \$500,000 per year. **Even after our requested CPI rate adjustment, our fees would be approximately \$80,000 per year less than was paid to Fowler eight (8) years ago.**

City Attorney Fees paid by our most comparable neighboring city – Cape Canaveral – higher than we are requesting!

Our immediate neighboring city to the north, Cape Canaveral, has a population of 10,014 and a size of 2.22 square miles. **Cocoa Beach has a slightly higher population of 11,389 and is double the size of Cape Canaveral at 4.66 square miles.** As a similarly situated barrier island city, Cape Canaveral is the most comparable city to Cocoa Beach in Brevard County. Cape Canaveral is represented by the Garganese Weiss law firm based in Orlando. **Cape Canaveral has the following information in its FY 2024-2025 Budget at page 42:**

Total Legal Services for all City Departments and all Funds:

General Government	328,481
Cape Canaveral Community Redevelopment Agency	3,200
Wastewater Enterprise Fund	15,000
Stormwater Enterprise Fund	4,000
	350,681

Therefore, last fiscal year the estimated legal fees for Cape Canaveral were significantly higher than those requested by our firm. Dave Dickey, our Development Services Director, filled a similar role in Cape Canaveral for ten years and worked with that city's city attorney during that time. Dave has told me that he would be happy to speak with any of you about the legal services that he received in Cape Canaveral versus the legal services he receives in Cocoa Beach from our firm. He has indicated to me that he believes our services to be superior to those he formerly received in Cape Canaveral for numerous reasons.

Introducing the “behind the scenes” Vose Law Firm

I hope that the information in this letter and the following materials introduce to you what the City of Cocoa Beach is really getting when our firm represents the City for a flat fee, including litigation. **Wade Vose, Garrett Olsen** (who covers Planning Board and Board of Adjustment meetings) **and I** tend to be the “faces” of our firm for Cocoa Beach, but many of our other attorneys work on Cocoa Beach matters on a day-to-day basis. You may have always thought that Wade, Garrett and I are the only attorneys who provide legal services to the City, but that is actually far from true. When representing a dynamic City like Cocoa Beach, it takes a multitude of attorneys to provide the needed legal services.²

As examples, attorney **Stephanie Velo** currently is representing Cocoa Beach in the *Young v. Cocoa Beach* vacation rental litigation and recently resolved the *Darryl’s Docks* litigation. Attorney **Taylor Simonds** is currently representing Cocoa Beach in the *Wave Developments v. Cocoa Beach* litigation. Attorney **Paul Waters** recently assisted the City in the negotiations with the Brevard County School Board regarding the Ramp Road Park and Pond matter that was just approved at the last City Commission meeting. Paul also regularly provides assistance to City staff members relating to a variety of matters, including contract drafting. Attorney **Chloe Berryman** has worked on parking ticket issues and USTA tennis court issues for Cocoa Beach.

Attorney **Nancy Stuparich** (formerly the City Attorney of Naples) is frequently called in by me to provide her expertise as to land planning issues and labor/HR issues in Cocoa Beach. Nancy is not only an attorney with a law degree from the University of Florida, but is also a planner, with a Masters Degree from Florida State University in Urban Planning. Nancy is designated a FRA-Redevelopment Professional by the Florida Redevelopment Association and is certified as a Labor Relations Professional by the Florida Public Employers Labor Association.

Representing coastal communities takes particular expertise – We have it!

The Vose Law Firm is a statewide local government law firm with its main office in Winter Park. Although our main office is not on the beach, **we have particular expertise in representing coastal municipalities. In addition to Cocoa Beach, our attorneys currently provide City/Town Attorney services for St. Pete Beach, Fort Myers Beach, Daytona Beach Shores, Anna Maria, Neptune Beach, and South Daytona.** We

² Operating a law firm is extremely expensive if the firm is to attract and keep the best legal talent. We only hire the best of the best attorneys and paralegals and that legal talent must be appropriately paid or they will go elsewhere. Also, our overhead costs continue to greatly increase. Insurance costs for our employees, office expenses, all other overhead costs, and malpractice insurance (even though we have never had a claim) have skyrocketed.

also do specialized litigation services (much of which involve specific “coastal” issues) for Monroe County (“the Florida Keys”).³

Due to our vast experience representing municipalities throughout the state, we recognize that representing coastal communities is “different” from representing truly inland communities. We represent both – but our first love is for our coastal communities. The expertise needed to properly represent a coastal municipality is different from, and much broader than that necessary to represent an inland community. A truly excellent municipal attorney representing a coastal community must understand the “different” issues that arise in such areas. Examples of our experience representing our coastal cities follow:

Experience representing cities recovering from hurricanes – we have it!

The attorneys of our firm have extensive experience representing municipalities recovering from the devastation of hurricanes. Not all hurricanes are alike and can have different impacts on different communities. Our firm currently provides city attorney services to St. Pete Beach, Anna Maria, Fort Myers Beach, and Daytona Beach Shores, all of which have been devastated by hurricanes in the last few years.

Currently, our attorneys are guiding the City of St. Pete Beach, the City of Anna Maria, and the Town of Fort Myers Beach through recovery efforts from last year’s back-to-back destruction caused by Hurricanes Helene and Milton.

Our firm is the Town Attorney for Fort Myers Beach, which was almost obliterated by Hurricane Ian in the fall of 2022. While recovering from Hurricane Ian, the Town was again damaged by flooding caused by Hurricanes Helene and Milton. These storms have caused the Town to take an in-depth review of its resiliency efforts to protect its residents and beaches from future storms, as well as building back the many residences and businesses that were destroyed (including Town Hall) to restore the Town as a vibrant beach community. Our partner, Nancy Stuparich and I are continuing to guide Fort Myers Beach through this extremely difficult recovery effort with the assistance of Senators Rick Scott and Ashley Moody, and Congressman Byron Donalds.

While serving as City Attorney for Naples, Nancy Stuparich assisted that City in its recovery efforts from Hurricane Ian. Hurricane Ian caused significant damage in neighborhoods that had previously not experienced flooding to that magnitude, as well as damage to 5th Avenue, one of the City’s renowned business districts and economic drivers.

³ We are also currently the City/Town/Village Attorney for the inland local governments of Rockledge, Brooksville, Bunnell, Indiantown (Florida’s newest municipality), Oviedo, and Oakland. We also provide significant legal services to Pinellas County, and Orange County.

We are also the City Attorney for Daytona Beach Shores, which was the municipality most severely impacted on the East Coast of Florida by both Hurricanes Ian and Nicole. The storms caused severe damage to 93 buildings and 24 high rise hotels and condominiums by undermining their foundations due to storm surge. Paul Waters and I worked with the City's staff and City Commission to implement innovative procedures and processes for the city to work hand in hand with residents and stakeholders in recovery efforts and create resiliency to future storms. We have also navigated the difficult funding issues resulting from the damage to that city, and the rebuilding efforts necessitated by the storms.

When Hurricane Irma effectively destroyed the Historic Anna Maria Pier in 2017, (as well as doing significant damage to the entire barrier island city), Wade Vose and I worked with the Mayor and City Commission of Anna Maria to navigate the difficult process of funding and permitting the reconstruction of the pier which involved working with the Army Corp of Engineers, the FDEP and other regulatory agencies. FEMA issues as to reconstruction, repairs, compliance, and efforts to keep flood insurance rates down, have been a continuing theme in Anna Maria since 2015 when our firm took over as City Attorney, and Wade Vose and I have been able to navigate the complex issues involved to assist that city towards recovery. A portion of the Anna Maria Pier was again recently destroyed by Hurricanes Milton and Helene, and we are currently working with that city on funding, permitting and other issues involved with that recovery effort.

Experience dealing with the "alphabet" agencies and concepts - we have it!

FEMA compliance issues can truly be a trap for the unwary, and a municipal attorney must be ready, willing, and able to address the plethora of FEMA issues that can arise in a coastal municipality. Those issues are vital, because if there are mistakes made as to FEMA floodplain compliance, flood insurance rates (which are almost always required in a coastal area for financing), can skyrocket because of mistakes. In addition, it is important that a municipal attorney be able to assist his/her government in the work needed to receive the maximum amount of FEMA reimbursements available. We have extensive expertise in this area of the law, most recently in the cities of St. Pete Beach, Anna Maria, Daytona Beach Shores, and Naples, and the Town of Fort Myers Beach.

We have significant experience dealing with Coastal Construction Control Line (CCCL) and Erosion Control Line (ECL) issues in our coastal cities. A city attorney representing a coastal municipality must have a good working knowledge of both CCCL and ECL issues (including Customary Use issues), to appropriately serve the municipality, particularly in a time when significant construction is taking place, and decisions must be made as to appropriate approvals.

When a municipality is attempting to receive necessary permits and coastal permitting through the Florida Department of Environment Protection (FDEP), the Army Corps of Engineers (USACE), the Florida Fish and Wildlife Conservation Commission

(FWC), the St. Johns River Water Management District (SJRWMD), and the other “alphabet” agencies, it is vitally important that the municipal attorney have experience doing that work. We do!

Experience working with large tourist venues and hotel development and redevelopment – we implement YOUR policies and goals.

The attorneys of our firm have extensive experience dealing with the complex issues involved in tourism and related development and redevelopment. In Cocoa Beach, as well as in St. Pete Beach, Fort Myers Beach, Naples, and Anna Maria, we have been extremely involved in the intricacies of the myriad issues involved in tourism and economic development as well as the push-pull between balancing the interests of the permanent residents of the municipalities with the interests of the hotels, vacation rentals, and other tourist venues that fuel the tourism-based economies of those cities.

Brevard County knowledge and connections – we have them!

Wade Vose, Managing Partner of the Vose Law Firm, who is Board Certified by the Florida Bar in City, County & Local Government Law and Co-City Attorney of Cocoa Beach, served as the General Counsel for the Brevard County Charter Review Commission in 2015-2016. As a result, Wade is extremely familiar with both the Brevard County Charter and its dynamics relating to cities in the County (which are unique and could be daunting if not fully understood), as well as the personnel and officials in Brevard County Government. Wade has been extremely helpful to the City of Cocoa Beach due to his extensive knowledge of Brevard County government as well as his connections with officials in that government.

Representing governmental entities is what we do!

Our firm has deep roots in local government law. I began my career as an Assistant City Attorney for Orlando in 1973 after I graduated number 1 in my law school class at the University of Florida, and I have continued consistently representing local governments through the present day. From those five decades of experience, I’ve learned that issues that affect one of our local government clients frequently affect many of them. Our attorneys work in a collegial fashion in which we consistently share best practices and innovate ways to best serve our local government clients. **Our firm specializes in Local Government Law, and we only represent governmental agencies.**

There will never be a conflict when our firm represents Cocoa Beach!

Local government representation is not a sideline or afterthought for our firm, and our local government clients are the complete focus of our firm. Our firm does not represent developers, vendors, or other commercial interests that might create a conflict with our local government representation. We are strictly a law firm that represents local

governments. Importantly, the attorneys of our firm are essentially immune from pressure that might come to bear upon attorneys and firms with mixed or less focused practices.

Fixed fee billing – including litigation!

As we do in Cocoa Beach, our firm typically serves its governmental clients on a fixed fee, all-inclusive basis – including most litigation. To our knowledge, we are the only local government firm that includes litigation in its fixed fees. In that way, the interests of our firm are *always* aligned with our client's interests. Unlike some firms that essentially "make their money when their clients get in trouble", we have a financial incentive to keep our clients "out of trouble." But when litigation occurs or is proactively needed, we immediately step in, take aggressive actions that resolve our client's problems in a quick and favorable manner. We don't draw out cases or take unnecessary depositions to run up a bill; rather, we determine the best outcome for our clients and take definitive and proactive actions to resolve litigation quickly and in our clients' best interests.

Due to our offered unique billing arrangement of flat fee billing, there will never be any hesitancy on the part of elected officials or staff to contact our attorneys as to each and every matter in which there may be a legal issue involved. Many municipalities with attorneys who charge an hourly rate can suffer "sticker shock" when unexpected litigation occurs and legal fees get extremely high. Our flat fee structure protects our governmental clients from such an experience. Having a law firm that does not charge additional fees for litigation can also be extremely helpful in negotiating a resolution of a dispute. When one side of a dispute is not fearful of runaway legal fees, (such as a city with a flat fee attorney contract including litigation), and the other side has such fears, the non-fearful party definitely has a "leg-up" in the negotiations.

We provide COMPLETE legal services to Cocoa Beach!

As with Cocoa Beach, the attorneys of our firm provide *complete* legal services to each of our governmental clients. Our expert local government lawyers handle simple and complex litigation of all sorts, transactional matters including, but not limited to all manner of conveyances, leases, easements, road vacations, title insurance, and closings, comprehensive representation as to development matters, zoning, comprehensive plans, platting, development agreements, ordinances and resolutions, labor and employment, TRIM compliance, eminent domain, code enforcement, CRA representation, historic preservation, vacation rental regulation, environmental law issues, general aviation airport legal issues, public works issues, contract drafting and review – the list goes on and on.

In fact, included with this proposal under "Specific Municipal and other Local Government Experience by Topic" is a 15 page single spaced listing of examples of

some of the legal services we have provided our governmental clients over the years. With approximately 125 cumulative years of our attorneys representing local governments, there is little, if anything, we have not handled.

24/7/365 Availability

Our attorneys are available 24/7/365. If one or more of our attorneys are ill or on vacation, the other equally qualified attorneys of our firm are ready, willing, and able to step up and provide legal services as needed. Utilizing our firm as City Attorney is truly the equivalent of an in-house multi-attorney legal department with paralegal support, without the expenses that would otherwise be associated with such a legal department.

Our philosophy of local government representation

Our firm is highly proactive in minimizing our governmental clients' legal exposure. In addition, the attorneys of our firm have the highest degree of professionalism and ethics, and we always work closely with elected officials and staff in recognizing and solving problems. Not only is minimizing our clients' legal exposure best for our municipal clients, but it is absolutely necessary from our firm's standpoint since **our firm typically represents its municipalities on a fixed fee all-inclusive basis, including litigation.**

The attorneys of our firm understand that a municipality that has a reputation of vigorously defending its interests will be the object of fewer lawsuits. Therefore, our firm strives to maintain the delicate balance of providing legal advice that serves the best interests of the municipality while avoiding unnecessary litigation. But if litigation becomes necessary, the Vose Law Firm vigorously provides a strong and effective offense or defense as needed. It is our firm's belief that our best interests are inexorably tied to the best interests of our clients. **If our clients benefit, so do we!**

Means and methods of litigation

Our firm uses completely different means and methods of representing our clients in litigation than are typical with firms that charge by the hour.⁴ Instead of the typical practice of law firms filing repetitive motions, memoranda of law, unproductive discovery, and having repeated hearings, all resulting in high hourly billings,⁵ our firm takes a different tack in litigation. When faced with litigation, we first analyze the case fully, do the appropriate legal research and determine a strategy that will result in an

⁴ It should be noted that Becky Vose of our firm was an equity partner of the large Miami-based law firm of Shutts & Bowen for 10 years, and Nancy Stuparich was formerly an attorney with the Weiss Serota law firm, so we are very familiar with typical litigation practices when legal work is billed by the hour.

⁵ When these strategies are used by both sides in litigation, with both sides billing hourly for their work, it is sometimes referred to by attorneys as "doing the dance".

early “kill shot” that dispenses with the litigation, or, if that is not feasible, we devise a strategy leading to a quick and successful trial.

Occasionally our local governmental clients decide that instituting litigation is important for their interests, and our litigation strategies also greatly benefit our clients in those situations. Rather than “litigating a case to death” as is so often the case when litigation is billed by the hour, **our attorneys devise an effective and quick strategy to obtain our client’s desired results in the most expeditious manner possible.** This not only achieves our client’s goals quickly, but also minimizes the distraction and time consuming work often imposed upon other city staff and elected officials during the pendency of litigation.

Examples of our successful litigation strategy

An example of our firm’s litigation strategy that greatly benefitted a former local government client of the Vose Law Firm was demonstrated in the *Manji v. City of Deltona* case. When the Vose Law Firm became the city attorney of Deltona, (a city with a population of over 87,000), the firm inherited numerous lawsuits. One of those cases was the *Manji* case, which was an inverse condemnation action in which there was a multimillion dollar claim of damages against the city. The case had been pending for seven years, and five different attorneys had worked on it for the city. Sadly, there had been little substantive progress on the case during that time, even though hundreds of thousands of dollars had been paid to the city’s attorneys for the litigation. The files for the case filled 14 banker’s boxes containing massive amounts of court filings, research paperwork, notes, deposition transcripts, and discovery materials.

After thoroughly reviewing the case, doing the appropriate legal research, and talking with the City Manager, the Vose Law Firm recommended noticing the case for trial, and at the same time making an offer of judgment of \$50,000. This was approved by the City Commission. The offer of judgment was declined by the plaintiffs and Becky Vose tried the case two months later in a two-day bench trial. The city won the case, and the court found that the city had no liability whatsoever. The Vose Law Firm then filed a motion to assess fees and costs against the plaintiffs based on the offer of judgment, and at mediation of that motion, **the plaintiffs agreed to pay the City of Deltona \$100,000.** Soon after this successful result, virtually all the other cases that had been languishing under previous Deltona city attorneys were quickly and advantageously resolved by the Vose Law Firm through negotiation and mediations. It should be noted that although the City of Deltona had been for many years a virtual “punching bag” for litigation, once the word went out in the legal community that the city’s attorney would not “do the dance”, future litigation essentially went away.

Budgetary predictability – unlimited access to best local government legal talent available

Our flat fee arrangement gives budgetary predictability as to the City Attorney expenses of the City, including most litigation, while providing unlimited access to the best local government legal talent available in the state.

Having our firm as City Attorney of Cocoa Beach on a flat fee is truly the equivalent of having a large in-house legal staff at a small fraction of the cost. From our experience, litigation cannot always be avoided, and sometimes litigation is needed to proactively protect the best interests of the municipality. Those are the times when legal expenses can get out of hand if the municipality is paying for its legal services by the hour. Our clients believe that it is a wise choice to pay a flat fee that includes litigation fees each month to ensure budgetary predictability and prevent the frightening experience of out-of-control legal costs. This arrangement takes the fear of litigation costs out of the equation when third parties threaten litigation if the City does not meet the demands of that third party.

The attorneys of our firm have truly become a part of the City of Cocoa Beach.

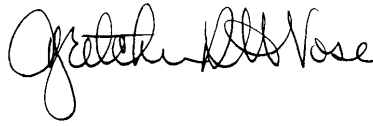
The attorneys of the Vose Law Firm have realized over the years that a flat fee arrangement results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by government staff. The end result in having the municipality’s lawyers involved in projects and work from the very beginning, is that litigation is avoided, and legal work to “fix” a problem is kept to a minimum. The attorneys of the Vose Law Firm are truly a part of the City of Cocoa Beach and work diligently to keep the City out of trouble and ensure the smooth running of the City without unnecessary litigation or problems.

At any time, the full resources of the Vose Law Firm are available to the City of Cocoa Beach for one reasonable, flat monthly payment. That includes the active involvement and representation by eight (8) highly experienced and competent local government, land development, and litigation attorneys of the firm. The depth of field and legal expertise as to local government, land use, and litigation representation available to the City of Cocoa Beach is the best available in Florida.

Because of our institutional knowledge of Cocoa Beach as well as our extensive local government and coastal land use experience, we believe that we are the ideal law firm to continue to represent the City of Cocoa Beach as City Attorney!

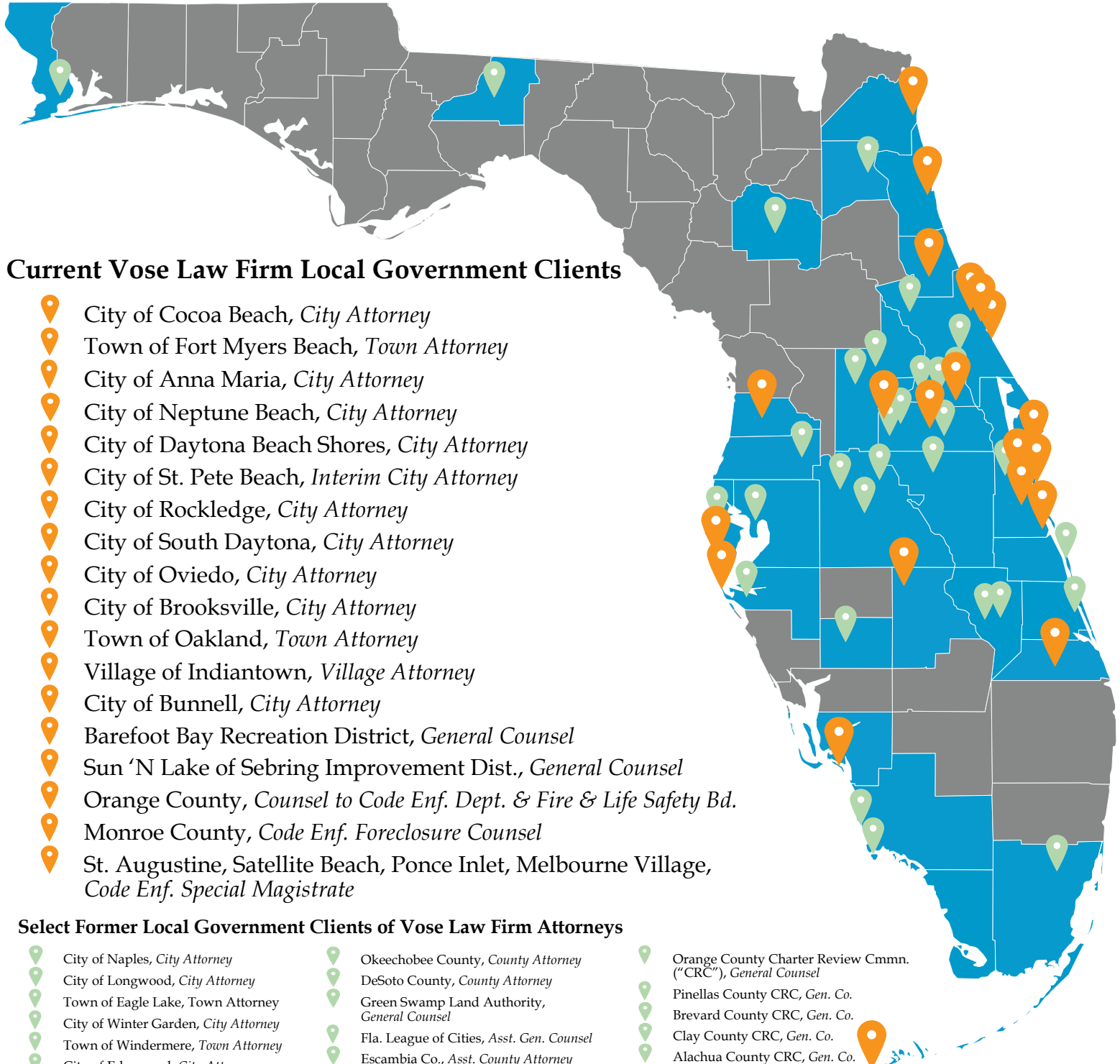
Thank you in advance for your review and consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Gretchen R. H. Vose". The signature is fluid and cursive, with the first name "Gretchen" being more prominent.

Gretchen R. H. "Becky" Vose, Esq.
Founding Partner

Current & Former Local Government Clients



Current Vose Law Firm Local Government Clients

- City of Cocoa Beach, *City Attorney*
- Town of Fort Myers Beach, *Town Attorney*
- City of Anna Maria, *City Attorney*
- City of Neptune Beach, *City Attorney*
- City of Daytona Beach Shores, *City Attorney*
- City of St. Pete Beach, *Interim City Attorney*
- City of Rockledge, *City Attorney*
- City of South Daytona, *City Attorney*
- City of Oviedo, *City Attorney*
- City of Brooksville, *City Attorney*
- Town of Oakland, *Town Attorney*
- Village of Indiantown, *Village Attorney*
- City of Bunnell, *City Attorney*
- Barefoot Bay Recreation District, *General Counsel*
- Sun 'N Lake of Sebring Improvement Dist., *General Counsel*
- Orange County, *Counsel to Code Enf. Dept. & Fire & Life Safety Bd.*
- Monroe County, *Code Enf. Foreclosure Counsel*
- St. Augustine, Satellite Beach, Ponce Inlet, Melbourne Village, *Code Enf. Special Magistrate*

Select Former Local Government Clients of Vose Law Firm Attorneys

- | | | |
|---|--|--|
| City of Naples, <i>City Attorney</i> | Okeechobee County, <i>County Attorney</i> | Orange County Charter Review Cmmn. ("CRC"), <i>General Counsel</i> |
| City of Longwood, <i>City Attorney</i> | DeSoto County, <i>County Attorney</i> | Pinellas County CRC, <i>Gen. Co.</i> |
| Town of Eagle Lake, <i>Town Attorney</i> | Green Swamp Land Authority, <i>General Counsel</i> | Brevard County CRC, <i>Gen. Co.</i> |
| City of Winter Garden, <i>City Attorney</i> | Fla. League of Cities, <i>Asst. Gen. Counsel</i> | Clay County CRC, <i>Gen. Co.</i> |
| Town of Windermere, <i>Town Attorney</i> | Escambia Co., <i>Asst. County Attorney</i> | Alachua County CRC, <i>Gen. Co.</i> |
| City of Edgewood, <i>City Attorney</i> | City of Marco Island, <i>Planning Board Atty</i> | N. Lake County Hospital Board of Trustees, <i>General Counsel</i> |
| City of St. Cloud, <i>City Attorney</i> | Town of Indian River Shores, <i>Special Land Use Counsel</i> | City of Bradenton, <i>Charter Review Counsel</i> |
| Town of Pierson, <i>Town Attorney</i> | City of Miami Lakes, <i>Asst. City Attorney</i> | Lake Co., Hillsborough Co., <i>VAB Magistrate</i> |
| City of Deltona, <i>City Attorney</i> | Sem. Co. Tax Coll., <i>Outside Counsel</i> | Hillsborough Co., <i>VAB Magistrate</i> |
| City of Dade City, <i>City Attorney</i> | City of Ft. Pierce, <i>Special Invest. Counsel</i> | Lake County, <i>Land Use Special Magistrate</i> |
| Sem. Co. Supv. of Elect., <i>Gen. Counsel</i> | | |

Budget Request for City Attorney Services
City of Cocoa Beach, Florida

Approach to Providing City Attorney Services

“When our clients succeed, so do we!”

The most important services a city attorney can provide are: i) timely, accurate and thorough legal services that meet the needs of the city; ii) proactive resolution of pending claims to prevent future claims against the city; and iii) to creatively formulate legal strategies to accomplish the goals of the City Commission. There are a myriad of ways to accomplish these goals, and the attorneys of the Vose Law Firm are skilled in achieving excellent results for their clients, and in keeping their clients out of unnecessary litigation.

Our firm uses a collaborative approach to legal services.

One way that the attorneys of the Vose Law Firm ensure timely, accurate, and thorough legal services for Cocoa Beach is the use of a collaborative approach to the rendering of services. The attorneys and paralegals of the firm have regular weekly meetings to discuss pending issues and cases. As new issues arise, informal meetings are held daily to discuss them again. In this way, at any one time, more than one attorney in the firm is fully cognizant of outstanding issues. In the unlikely event that the attorney who is primarily responsible to a client is unavailable to deal with an emergency, there will always be a back-up attorney to provide the needed services. Opinions rendered by the attorneys of the firm are typically reviewed by another attorney in the firm before such opinion is issued.

The collaborative approach to City Attorney services used by our firm to service the City of Cocoa Beach is the same manner and approach utilized by our firm in its representation of its other local government clients. It is common that similar issues arise in multiple local governments, and our clients benefit, both financially and substantively from the collaborative representation by multiple attorneys in our firm. This collaborative approach to our representation of local government clients has historically worked extremely well to ensure uninterrupted, thorough, and expert representation of our local government clients. The axiom, “two heads are better than one,” is almost always true, and eight heads are even better!

We understand that we work *for* the City Commission.

When our firm represents a city, we work *for* the City Commission, and we work *with* the city manager and city staff. In virtually all the local governments we represent we have an extremely cordial and positive relationship with *both* the elected governing body and the government staff. Our work is easier, and results are better, when the City

Attorney, the City Manager, and staff work harmoniously, but rest assured, we understand that we work for the elected officials.

We also understand that we are not members of the City Commission – no one voted for us. Our personal policy preferences (even if we have any, which we usually do not) never influence our legal advice. All the attorneys of our firm are friendly and work well with others, but we are extremely strong willed when someone attacks or sues one of our clients. We only represent local governments, so we do not have to worry about divided loyalties when dealing with local businesses or developers.

We are dedicated to formulating creative legal strategies to accomplish the City Commission's goals.

We also understand that our job is not to be the ones who say “no” all the time. We’ve seen it time and again in interactions between commissions or staff and their attorney, where the attorney, unhelpfully, just says “no, we can’t do that” or “no, that’s illegal,” without helping to find an alternative.

Rather, our job, as we see it, is to creatively, insightfully, help you come up with a way to accomplish your goals. Often, we find that folks may have a goal they want to achieve, and also an idea about how to get there. Sometimes the way they think of getting there has some legal problems or risks, or sometimes it is outright illegal. But we see it as our job to see where you’re trying to get, and creatively say “we can’t get there this way, but we can get there this way or this way,” and then the goal you’re trying to accomplish would be legally defensible and on a much more secure footing.

When you need us, we are there.

The attorneys of our firm are available to our clients at all hours and days, including weekends, holidays and evenings. We know that when our clients need us, we have to be available – and we are. All the attorneys of our firm always keep their cell phones available and turned on (except when muted during meetings). We also monitor our emails regularly.

Recently, Nancy Stuparich answered a quickly set up conference call relating to an emergency that had just occurred in one of our cities. Nancy answered the call even though she was on vacation out of state. After several minutes of discussing the situation, Becky Vose, who was also on the conference call, noticed a persistent whistling sound on the phone. Becky asked what the sound was and Nancy, who is a tri-athlete, responded that she had answered the call at about mile 11 of a marathon that she was running. She had been fully participating in the conference call, making excellent recommendations to our client, while running a marathon. That is an example of the energy and enthusiasm our firm brings to our clients.

At any time, the full resources of the Vose Law Firm are available to the City of Cocoa Beach. That includes the active involvement and representation by eight (8) highly experienced and competent local government attorneys of the firm. **The depth of field and legal expertise as to local government representation that is available to the City of Cocoa Beach from the Vose Law Firm is the best available in Florida.**

We *only* represent local governments, not developers or vendors.

It is common for law firms to have several lawyers who sometimes represent local governments, while those same lawyers, and other lawyers in the same firm, also represent private clients. Those private clients often include clients that sue local governments, or that have direct dealings with local governments, such as developers or vendors. Those firms cannot help but have conflicts and divided loyalties.

Our firm is completely different because we *only* represent local governments. We do not represent clients that sue local governments. We also do not represent developers or vendors with interactions with local governments. We are extremely careful not to create situations in which our firm has a conflict with any of our local government clients. As the City Attorney for the City of Cocoa Beach, our loyalty is never divided.

The City of Cocoa Beach receives our firm's highest priority, and we have the skills and availability to continue to fully accommodate the City's work.

The Vose Law Firm has a fast paced and active practice; however, rest assured that we have the time, ability, and passion to provide prompt, high quality legal services to the City of Cocoa Beach. Because we look to the long term while representing local governments, and because of our fixed fee arrangement with our clients, we will continue to strive to keep the City out of trouble and proactively work with the City for the mutual benefit of the City and our law firm. **Again, when our clients succeed, so do we!**



Specific Municipal and other Local Government Experience by Topic

General Legal Services Performed for other Local Government Clients

The attorneys of the Vose Law Firm regularly attend meetings and advise City/County Councils/Commissions, as well as other boards, including but not limited to CRA, Planning and Zoning, Code Enforcement, for each of the governmental entities that we represent. We strive to get out in front of issues and encourage open communication and dialogue from government administration and board members. The Vose Law Firm regularly advises clients on the following matters:

- *Attendance and legal representation at County Commission, City Council, City Commission, and other board meetings*
- *The "Sunshine Law"*
- *The "Public Records Law" (sometimes referred to as FOIA)*
- *The ethical standards of elected and appointed officials and employees*
- *Home Rule*
- *Exercise of police power*
- *Practices and procedures of local governments*
- *Legislative vs. Quasi-judicial matters*
- *Voting conflicts*
- *Full and public disclosure of financial interest*
- *Parliamentary Procedures*
- *Other matters relating to public service as an elected official*
- *All other areas of municipal law*

The Vose Law Firm and its attorneys have provided such counsel to the myriad of local governmental agencies represented by them over the years when holding the following positions:

- 1) City Attorney, Cocoa Beach, Florida
- 2) City Attorney, Naples, Florida
- 3) City Attorney, Anna Maria, Florida
- 4) City Attorney, Daytona Beach Shores, Florida
- 5) City Attorney, Neptune Beach, Florida
- 6) City Attorney, Rockledge, Florida
- 7) City Attorney, Oviedo, Florida
- 8) City Attorney, South Daytona, Florida

- 9) City Attorney, Brooksville, Florida
- 10) City Attorney, Dade City, Florida
- 11) City Attorney, Deltona, Florida
- 12) City Attorney, Edgewood, Florida
- 13) City Attorney, St. Cloud, Florida
- 14) City Attorney, Eagle Lake, Florida
- 15) City Attorney, Longwood, Florida
- 16) City Attorney, Winter Garden, Florida
- 17) City Attorney, Bunnell, Florida
- 18) City Attorney, St. Pete Beach
- 19) County Attorney, Okeechobee County, Florida
- 20) County Attorney, DeSoto County, Florida
- 21) Village Attorney, Indiantown, Florida
- 22) Town Attorney, Fort Myers Beach
- 23) Town Attorney, Windermere, Florida
- 24) Town Attorney, Oakland, Florida
- 25) Town Attorney, Pierson, Florida
- 26) General Counsel to the Seminole County Supervisor of Elections
- 27) General Counsel to the Seminole County Tax Collector
- 28) General Counsel to the Pinellas County County Attorney Oversight Committee
- 29) Special Counsel to City of Indian River Shores to rewrite Land Development Code
- 30) Assistant City Attorney Marco Island, Florida
- 31) Assistant City Attorney Miami Lakes, Florida
- 32) City Prosecutor for City of Orlando
- 33) City Prosecutor for City of Edgewood
- 34) City Prosecutor for City of Winter Garden
- 35) City Prosecutor for the City of St. Augustine
- 36) Counsel to the City of Bradenton as to Charter matters
- 37) General Counsel to 2024 Orange County Charter Review Commission
- 38) General Counsel to 2016 Orange County Charter Review Commission
- 39) General Counsel to 2016 Pinellas County Charter Review Commission
- 40) General Counsel to 2016 Brevard County Charter Review Commission
- 41) General Counsel to 2018 Clay County Charter Review Commission
- 42) General Counsel to 2020 Alachua County Charter Review Commission
- 43) Counsel to the Pinellas County County Attorney Oversight Committee
- 44) Counsel to the 2021 Pinellas County Redistricting Board
- 45) Counsel to the City of Cocoa Beach Charter Review Committee
- 46) Counsel to the City of Bunnell Charter Review Committee
- 47) Counsel to the City of Deltona Charter Review Committee
- 48) Counsel to the Dade City Charter Review Committee
- 49) Counsel to the City of Longwood Charter Review Committee
- 50) Counsel to the City of Winter Garden Charter Review Committee

- 51) Counsel to the City of St. Cloud Charter Review Committee
- 52) Counsel to the Town of Pierson Charter Review Committee
- 53) Counsel to the Town of Oakland Charter Review Committee
- 54) Counsel to the Town of Edgewood Charter Review Committee
- 55) Counsel to City of Orlando Civil Service Board
- 56) Counsel to Eagle Lake Planning and Zoning Board
- 57) General Counsel for Green Swamp Land Authority
- 58) Special Counsel to City of Ocoee
- 59) Counsel to the City of Cocoa Planning and Zoning Board
- 60) Counsel to City of St. Cloud Planning and Zoning Board
- 61) Counsel to the City of Naples
- 62) Counsel to the Escambia County Planning Board
- 63) Special Counsel to City of Casselberry
- 64) Counsel to the City of Cocoa Beach CRA
- 65) Counsel to City of Orlando Historic Preservation Board
- 66) Counsel to the City of Deltona Collective Bargaining Committee
- 67) Counsel to the City of Cocoa Beach Board of Adjustment
- 68) Counsel to the City of Brooksville Planning Commission
- 69) Special Counsel to Orange County as to Environmental Claims
- 70) Counsel to the Dade City Planning Board
- 71) Counsel to the Naples Design Review Board
- 72) Counsel to the City of Orlando Zoning Board
- 73) Counsel to the City of Deltona Planning and Zoning Board
- 74) Counsel to the City of Naples Planning Advisory Board
- 75) Counsel to City of Orlando Board of Adjustments
- 76) Counsel to City of St. Cloud Civil Service Board
- 77) Counsel to the City of St. Cloud Code Enforcement Board
- 78) Counsel to the City of St. Augustine Code Enforcement Board
- 79) Special Litigation Counsel to Orange County Property Appraiser
- 80) Counsel to City of Longwood Code Enforcement Board
- 81) Attorney for Orange County Fire & Life Safety Code Board of Adjustments & Appeals
- 82) Counsel to City of Longwood Planning and Zoning Board
- 83) Counsel to the City of St. Augustine Planning and Zoning Board
- 84) Counsel to City of St. Cloud Pension Board
- 85) Counsel to the City of Orlando Board of Adjustments and Appeals
- 86) Special Counsel to Orange County as to §1983 Civil Rights Litigation
- 87) Attorney to the Orange County Code Enforcement Department
- 88) Special Counsel to the Orange County Sheriff's Office
- 89) Special Counsel to the Town of Oakland as to land development and litigation matters
- 90) Attorney for North Lake County Hospital Board of Trustees
- 91) Special Counsel to City of DeLand
- 92) Conflict Counsel/Special Counsel for City of Largo

- 93) Special Counsel to City of Orlando as to Eminent Domain matters
- 94) Special Counsel to Orange County as to Code Enforcement Foreclosures
- 95) Special Magistrate to the Lake County Value Adjustment Board
- 96) Special Magistrate to the Hillsborough County Value Adjustment Board
- 97) Special Magistrate to the City of Satellite Beach
- 98) Special Magistrate to the City of Davenport
- 99) Special Magistrate to the City of St. Augustine
- 100) Land Use Special Magistrate to Lake County
- 101) Special Counsel to the Orange County School Board as to eminent domain matters
- 102) Eminent Domain Mediation Services for Florida Turnpike Authority, FDOT, Seminole County, Orange County, Hillsborough County, Lake County, Polk County
- 103) Counsel to Florida State Court Administrator, Office of Court Education
- 104) Counsel to Florida Department of Business and Professional Regulation
- 105) Counsel to Florida House of Representatives
- 106) Special Counsel to Monroe County regarding code enforcement matters

Specific Legal Services Performed for other Local Government Clients

A. Administrative matters and proceedings

The Vose Law Firm's extensive administrative experience includes not only dealing with administrative matters and proceedings within the municipalities we represent, but also dealing with administrative matters and proceedings in state, federal and county venues.

B. Code of Ordinances, and Comprehensive Plan issues

The attorneys of the Vose Law Firm work every day on issues relating to code of ordinances, and comprehensive plans. We regularly draft and amend ordinances, comprehensive plan provisions. We also interpret ordinances, comprehensive plan provisions, and charter provisions (as applicable) as well as defend them in court.

C. Code Enforcement

The attorneys of our firm handle all code enforcement matters for all the governmental agencies we represent. In addition, the Vose Law Firm has represented the Orange County code enforcement department continuously since 1993 and also represents the code enforcement department in Monroe County. Our firm also has extensive experience litigating code enforcement matters in court, including code enforcement lien foreclosures and defense of suits against our clients relating to code enforcement.

D. Contract Law

The attorneys of Vose Law Firm have extensive experience drafting a plethora of contracts (routine and specialized) on virtually all subjects dealt with by local government agencies. We hold a license for unlimited access to AIA documents if those are desired to be used by the City in certain instances. In addition, the attorneys of our firm are extremely experienced in litigating issues relating to governmental contracts.

E. Drafting and reviewing Ordinances and Resolutions

Our firm regularly drafts, reviews and interprets ordinances and resolutions for our local government clients, and we also advise clients as to when new ordinances or resolutions may be necessary. We will draft or review every ordinance or resolution before it goes onto the agenda to ensure quality and legal sufficiency.

F. Federal, State and local ethics laws

As a part of our firm's representation of our clients as county or city attorney we are intimately involved in all aspects of ethics laws that apply to such counties or cities and its employees, officers, board members and vendors. As a regular part of the services we provide to our clients, our attorneys give the required Four Hour Ethics Course if requested as well as instruct other board members as to ethics matters while also providing information as to Sunshine Law and public records law matters.

G. Constitutional Law

A thorough understanding of both the Florida Constitution and the United States Constitution are absolutely vital to providing legal services to our governmental clients and all of our attorneys are well educated on these subjects and keep abreast of evolving case law regarding constitutional matters.

H. Other Federal, State and Municipal Laws & Ordinances

There are a plethora of federal and state laws that significantly impact local government law and the attorneys of the Vose Law Firm are extremely familiar with such laws and keep up with the ever evolving changes in the laws. As soon as we are hired by a governmental agency to act as its attorney, our attorneys become totally familiar with that client's ordinances.

I. Land Use and Zoning

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of all their governmental clients over the years. Our attorneys have extensive experience writing and interpreting zoning and land use ordinances and comprehensive plan provisions and dealing with Florida's Comprehensive Growth Management Act, zoning, development agreements, platting issues, development orders,

and enterprise zones. Nancy Stuparich has an MPA & MSP in Public Administration and Urban Planning from Florida State University and is a Redevelopment Professional (FRA-RP) certified by the Florida Redevelopment Association. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. Becky Vose completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

J. Litigation in State and Federal Courts

The Vose Law Firm has handled litigation in both state and federal courts for virtually all cities we have represented as city attorney. The firm currently is handling civil litigation for Okeechobee County, the City of Brooksville, the City of South Daytona, the City of Daytona Beach Shores and the City of Cocoa Beach. As outside counsel, our firm has successfully represented in litigation Orange County, the Orange County Property Appraiser, and Monroe County.

K. Leases and Agreements

Our firm has extensive experience in drafting and reviewing leases involving our governmental clients, whether the client is the landlord or the tenant. We are also adept at litigating issues relating to leases and other landlord/tenant issues.

L. Property Easements

The attorneys of the Vose Law Firm frequently draft and interpret property easements of all types for the local governments they represent. They also have extensive experience in the acquisition of easements for their clients.

M. Purchase, Lease and Sale of City Real Property

The attorneys of the Vose Law Firm regularly handle the purchase, lease and/or sale of real property on behalf of our clients. Currently, Becky Vose is handling the purchase by Fort Myers Beach of property for its new Town Hall, and recently handled the sale of property for the City of Daytona Beach Shores and handled litigation to clear title to certain land owned by the City of Cocoa Beach in preparation for the sale of the property to a third party.

N. Public Utility Matters

The attorneys of the Vose Law Firm handle all public utility matters for our clients. In addition, our firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the “take over” of the St. Cloud electrical system by the OUC.

O. Public Records and Sunshine Law Matters

Rendering legal advice to our clients as to both public records and Sunshine Law matters is an almost daily occurrence for our attorneys. As a regular part of the services we provide to the clients we represent, our attorneys teach the required Four Hour Ethics Course if requested, as well as giving regular training on ethics, Sunshine law, and public records matters to other board members. In addition, we have experience litigating matters implicating the public records law and/or the Sunshine Law.

P. Provide advice and counsel at staff meetings as directed by the our governmental clients.

One aspect of getting in front of issues involves having an open dialog with staff about issues that will come before the Commission in future meetings. We encourage Commissioners and staff to call, text, or email us about any concerns they may have about an agenda item. Some issues require research or preparation, and we strive to resolve all relevant issues prior to the meeting so that the agenda item does not need to be pulled due to a legal concern.

Q. Address legal issues affecting financial matters of our clients, including user fees, impact fees, franchise fees, and special assessments.

Virtually all of our governmental clients over the last 50 years have received extensive assistance from the attorneys of our firm on financial matters, including, but not limited to, user fees, impact fees, and special assessments.

R. Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed.

The attorneys of the Vose Law Firm regularly review, then assist and advise their local government clients on purchasing and procurement matters, development review applications, all agenda items, and any other legal issues that arise in the course of the representation of the governmental entities we represent.

S. Address and advise clients in community development issues including, but not

limited to, land use law, Florida's Comprehensive Growth Management Act, zoning, code enforcement, development agreements, development orders, developments of regional impact, and condemnation.

The Vose Law Firm and its attorneys have practiced in the field of land use law as part of their representation of virtually all their governmental clients over the years. Becky Vose has been representing local governments for 50 years and has handled all manner of land use, zoning, CRAs, and other such matters. The attorneys of the Vose Law Firm have extensive experience writing and interpreting zoning and land use ordinances and dealing with Florida's Comprehensive Growth Management Act, zoning, redevelopment districts, code enforcement, development agreements, development orders, developments of regional impact, and enterprise zones. Wade Vose has been instrumental in the development of the new comprehensive plan and land development regulations for Florida's newest municipality, the Village of Indiantown. The Vose Law Firm completed a re-write of the Town of Indian River Shores land development code. They have been involved in significant land use litigation on behalf of public clients as well as private clients. The reported case of City of Orlando vs. The School Board of Orange County was handled by Ms. Vose and helped establish the appellate law in Florida relating to the effect of municipal zoning on other public uses.

T. Address and advise City in utility taxes and utility franchise agreements as they relate to Florida governmental agencies.

The Vose Law Firm has extensive experience rendering legal advice and drafting documents relating to utility taxes and utility franchise agreements. The representation of each of the clients of the firm has included the drafting and reviewing of numerous franchise agreements with various utility companies. The representation of the City of St. Cloud included handling the complex transaction between the Orlando Utilities Commission and St. Cloud as to the "take over" of the St. Cloud electrical system by the OUC. The firm is currently negotiating a new franchise agreement with Duke Energy for electrical service to the Town of Oakland.

U. Address and advise City on special assessments and special assessment collections and liens.

The Vose Law Firm has provided general legal services in the areas of special assessments and special assessment collection and liens for each of the governments represented by the firm. In addition, the firm did extensive work for the City of Longwood in reviewing and collecting long over-due special assessments, and the firm has represented Orange County as to CEB lien foreclosures and settlements for the last 25 years.

V. Address and advise governments in the additional following areas: Sunshine Law and public records law; home rule; exercise of police power; practice and procedures before local government land use issues, legislative, and quasi-judicial bodies; and all

other areas of municipal law.

The Vose Law Firm regularly advises clients on the matters above as part of its day to day practice. These are among the most common questions facing local government officials, and as City Attorney, we encourage City staff and officials, including not just the City Commission, but also board members for advisory boards, to contact us if they have any questions about any of these matters. Additionally, we remain in regular contact with county staff to advise staff on the law as well as providing opinions on best practices and procedures.

W. Responding to requests from City Commissioners or City staff within the time period required by the City.

The attorneys at the Vose Law Firm are aware that advising local governments is not strictly an 8 to 5 affair. It is our practice to answer every phone call from a client immediately unless we are in another meeting or in court. When possible, we text the person calling if we are not immediately available to let the caller know when to expect a return call. If something cannot wait, typically it will be easy for a client to reach out to another attorney in the firm and get answers to questions. We are available after hours and on weekends as well, whether for meetings or for situations that are time sensitive.

X. Representation of local governments in diverse litigation in state, federal and appellate courts, and Alternative Dispute Resolution experience.

All of the attorneys of the Vose Law Firm have significant experience with alternative dispute resolution techniques. Becky Vose became certified as a certified circuit court mediator in the 1990s and has mediated hundreds of cases, most of which involved at least one governmental agency.

Y. Condemnation (Eminent Domain) under Florida law

The Vose Law Firm's eminent domain experience includes the full range of eminent domain practice including initial pre-litigation advice and drafting of resolutions, preparation of all pleadings, numerous contested as well as uncontested Order of Taking hearings, settlement negotiations and drafting of settlement documents, mediations, jury trials, and appeals. In addition, they have extensive experience dealing with issues of public use, incidental private use, necessity, inverse condemnation, business damages, severance damages, damages to non-profit entities, historically significant properties, cost to cure, consolidation of parcels, and down-zoning issues. The firm has recently successfully completed eminent domain proceedings for the City of Deltona.

As both an Assistant City Attorney for Orlando and as Special Counsel to the City of Orlando, Ms. Vose represented the City of Orlando for over 15 years in eminent domain litigation. During that time, she represented the City as to numerous acquisitions including

rights-of-way, pedestrian walkways, park lands, land for parking areas, easements for sewage transmission lines, sites for public utility facilities, as well as many other public use projects. As Special Counsel to the City, she handled on a contract basis the acquisition of the property for the Gertrude Walk pedestrian walkway through downtown Orlando as well as the City of Orlando Arena property, (Phases II and III). Ms. Vose also has extensive experience as counsel to property owners of condemned land, and has acted as a certified circuit court mediator in over 100 eminent domain mediations.

Z. Counsel and legal services to local government pension boards, and work with employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans

The attorneys of the Vose Law Firm have provided legal services to the Cities of Winter Garden, Longwood, Deltona, Edgewood, Eagle Lake, and St. Cloud relating to employee pension plans including Florida Statutes, Chapter 175 and Chapter 185 Special Risk Plans.

AA. All aspects of construction law and public works (water and wastewater) issues

The attorneys of the Vose Law Firm have extensive experience representing both public and private clients as to virtually all aspects of public works matters, including water and waste water issues, construction law including, but not limited to regulatory compliance, bid solicitations, bid protests, construction contracts, construction litigation, warranty issues, delay damages, etc. The firm has provided extensive legal services as to Public Works (water and waste water) issues for each city represented by the firm.

BB. The creation and administration of Tax Increment Financing Districts (CRAs)

The Vose Law Firm provided legal services to the cities of Naples, Cocoa Beach, Brooksville, Dade City, Winter Garden, Longwood, Edgewood, Deltona, Bunnell, and St. Cloud relating to Tax Increment Financing Districts (CRAs). In addition, as general counsel for the North Lake County Hospital Board of Trustees, the firm had significant experience challenging the authority of municipal tax increment financing districts from imposing charges on the special taxing district.

CC. Environmental law including representation before and negotiations with, various State and Federal regulatory agencies

The attorneys of Vose Law Firm have represented public and private clients with regard to environmental matters in conjunction with governmental representation and private real estate practice. As counsel to the Green Swamp Land Authority, such representation included extensive dealings with the Florida Department of Environmental Protection, the Department of Community Affairs, and two water management districts. While an Assistant City Attorney for Orlando, Ms. Vose worked on the permitting for the Iron Bridge Road Sewage Treatment Plant and for various drainage and other public works projects.

As the City Attorney for Longwood, the firm represented the City in matters relating to a RCRA site on City property and was responsible for negotiations with the Florida Department of Environmental Regulation, [now the Florida Department of Environmental Protection (DEP)], and for matters relating to negotiations with the environmental company hired to evaluate the clean-up of the property.

The attorneys of Vose Law Firm have been extensively involved in the permitting of various environmental features have also represented numerous property owners in negotiations with the FDEP and in litigation over environmental contamination issues. Ms. Vose co-authored the book, *Environmental Survival Kit for Realty Professionals*, a book designed to protect realty professionals from losses due to environmental problems. The Florida Board of Realtors purchased the rights to such publication for purposes of including the publication among its educational materials.

DD. Collective bargaining/Labor Law

The Vose Law Firm has represented local governments it has represented as to numerous collective bargaining matters. The attorneys of the firm currently represent Okeechobee County in its ongoing negotiations with I.A.F.F. Local 2918 relating to city/county fire consolidation issues. In recent years, the attorneys of the firm recently handled the collective bargaining negotiations for the City of Deltona relating to the negotiations with I.A.F.F. Local 2913, and recently successfully concluded collective bargaining negotiations with the Fraternal Order of Police on behalf the City of Bunnell. The attorneys of the firm are now beginning the bargaining process for the fire union at the City of Brooksville. The attorneys of the Vose Law Firm also have extensive experience representing their cities in labor arbitrations, unfair labor practices issues, and general issues relating to employment law.

EE. Municipal and County Charters

The Vose Law Firm and its attorneys have extensive experience in representing cities and counties with regard to charter government, including but not limited to charter amendments, charter review, and the interaction of municipal and county ordinances under governing county charter provisions. Notably, Wade Vose and Vose Law Firm LLP have twice served as General Counsel to the Orange County Charter Review Commission, joining former Orange County Mayor and U.S. Senator Mel Martinez as the only other attorney to have served twice as General Counsel to the Orange County Charter Review Commission. Mr. Vose prepared the ballot title, ballot summary, and amended charter language for each of the 2012 and 2016 CRC-initiated charter amendments, with a specific focus on both clarity of the ballot language for the voter, and strict compliance with the exacting standards of Section 101.161, Fla. Stat. and the extensive specialized case law governing the wording of ballot referenda.

In 2013-2014, Mr. Vose served as counsel to the City of Bunnell Charter Review Committee, which was engaged in a comprehensive review of its city charter. Mr. Vose

provided substantial legal and procedural guidance to that committee throughout its deliberations, resulting in Mr. Vose preparing the ballot titles, ballot summaries, and charter amendment language for seven (7) charter referendum questions placed on the municipal ballot. In 2014, Mr. Vose also served as counsel and facilitator to the City of Deltona Charter Review Committee, which resulted in three (3) charter referendum questions prepared by Mr. Vose placed on the municipal ballot. Mr. Vose recently completed assisting the Town of Pierson with a comprehensive review and rewrite of its town charter, which had not been revised or modernized since 1929.

Mr. Vose and the Vose Law Firm also served as General Counsel to the 2016 Pinellas County (home of St. Petersburg, Clearwater, and Largo) Charter Review Commission, notably the formative first time that CRC has chosen an attorney unaffiliated with the Pinellas County Attorney's Office. Pinellas County is the most urbanized county in the State of Florida, and Mr. Vose and the Vose Law Firm represented that CRC as it reconsidered the balance of power between the County and its 24 municipalities, as well as between the County and its constitutional officers. In addition, Mr. Vose and the Vose Law Firm served as General Counsel to the 2016 Brevard County Charter Review Commission, 2018 Clay County Charter Review Commission, and the 2020 Alachua County Charter Review Commission.

FF. Municipal Bonds

The Vose Law Firm and its attorneys have extensive experience representing municipalities in a variety of municipal bond matters as local bond counsel. The firm has the appropriate expertise to work hand in hand with professional bond counsel and financial consultants to accomplish bonding for a variety of municipal purposes.

GG. Representation of clients relating to gambling issues and "Internet Cafes"

The Vose Law Firm and its attorneys have represented local governments in matters relating to gambling and Internet Cafes. The cities of Cocoa Beach, South Daytona, Bunnell, and Deltona have faced numerous issues as to illicit gambling activities in the city limits and the Vose Law Firm has provided expert legal services which successfully addressed those issues.

HH. Medical Marijuana issues

The attorneys of the Vose Law Firm have made numerous presentations on the subject of medical marijuana and the appropriate manner for local governments to deal with matters related to that subject. Wade Vose has made numerous public presentations to groups of local government officials on this subject, and has been on several television presentations on this issue. Both Wade Vose and Becky Vose have drafted medical marijuana ordinances for the respective clients they represent. Each client has dealt with

the issue in a different way dependent upon the respective concerns of each of the local governments represented.

II. Bert J. Harris Act matters

The attorneys of the Vose Law Firm have been heavily involved in defending local governments in Bert J. Harris litigation. A few years ago, the City of Anna Maria received in the last year over 100 Bert J. Harris claims, and the local government lawyers of the Vose Law Firm were actively involved in handling those claims. Those claims have been settled with no financial payments by the City.

JJ. Vacation Rental Issues

The City of Anna Maria hired the Vose Law Firm as its City Attorney in the middle of its life and death struggle with Vacation Rentals that were about to “take over” the City. The Vose Law Firm drafted one of the State of Florida’s first Vacation Rental Ordinances and successfully defended that ordinance (which evolved over time) in five different legal challenges. The City of Anna Maria has one of the few Vacation Rental Ordinances that has withstood multiple legal challenges, and the City is now flourishing with well-regulated Vacation Rentals. The Vose Law Firm also recently wrote a Vacation Rental Ordinance for the City of Cocoa Beach, which has very different concerns regarding Vacation Rentals.

KK. Forfeiture

The attorneys of the Vose Law Firm have handled extensive forfeiture matters for the clients it has represent over the years. However, due to recent changes in legislation, the firm’s local government clients are not as inclined to file forfeitures due to prohibitively high costs involved (unrelated to legal expenses).

LL. Pension matters

The attorneys of the Vose Law Firm regularly interface with pension counsel representing various pension boards and give their cities legal advice regarding the effect pension matters will have on the governmental entity. The firm recently represented the City of Brooksville regarding the closing of a pension plan after the disbandment of that city’s police department.

MM. Representation of Government-Owned General Aviation Airport

Our firm also has extensive experience representing a government-owned general aviation airport. Our firm is County Attorney for Okeechobee County, which operates an active general aviation airport (ICAO: KOBE) and its associated Fixed Base Operator (“FBO”), and our firm has represented the airport in a multitude of matters, including,

but not limited to advice concerning compliance with FAA Grant Assurances, disposal of derelict and abandoned aircraft under Sec. 705.183, Fla. Stat., acquisition of a FBO, operation by the County as an FBO, adoption of airport regulations, fees, and service charges under Sec. 332.08, Fla. Stat., hangar leases and evictions, FDOT certifications, agreements with rental car providers, airport protection zoning, and specialized litigation involving an approved airport master plan.

NN. Other specific local government experience not listed above

The Vose Law Firm has also represented cities relating to the following matters:

- i) Civil rights defense - USCA, Title VII litigation
- ii) Litigation relating to qualifications for election
- iii) Redistricting to comply with Federal Court Orders
- iv) Disputes between governmental entities relating to zoning and land use
- v) Intergovernmental agreements
- vi) FEMA reimbursement issues
- vii) Labor law, employee disputes, and employee discharge hearings
- viii) Historic Preservation
- ix) Construction Industry Board of Appeals - establishment and representation
- x) Public Employee Relations Commission hearings and appeals
- xi) Adult entertainment and bookstore ordinances; bingo regulation
- xii) Trap, Neuter, Release feral cat control
- xiii) Plasmapheresis facility regulation
- xiv) Arbor ordinances and regulation
- xv) Sexual harassment litigation
- xvi) Age discrimination litigation
- xvii) Police legal advisor issues
- xviii) Alarm ordinance regulation
- xix) Cable TV regulation
- xx) Cell phone tower regulations
- xxi) Leasing of public property for private use
- xxii) Local counsel for bond issues
- xxiii) Land banking for future public use
- xxiv) Federal grant applications and administration
- xxv) Defense of inverse condemnation claims due to restrictive zoning
- xxvi) Marina leases
- xxvii) Sale/lease back agreements for city
- xxviii) Code Enforcement foreclosures
- xxix) Annexation disputes
- xxx) Noise ordinances
- xxxi) Inverse condemnation actions relating to environmental damages
- xxxii) Residential Prison Diversion Programs

- xxxiii) Mortgage Foreclosure Registration
- xxxiv) HUD Uniform Relocation Act requirements
- xxxv) Construction Regulation Boards
- xxxvi) ADA compliance issues
- xxxvii) Customary Beach Use Ordinances
- xxxviii) Declarations of Emergency
- xxxix) Dogs on the beach regulations and ordinance

GRETCHEN R. H. ("BECKY") VOSE

Founding Partner, Vose Law Firm LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (407) 448-0111
Facsimile: (407) 628-5670
Email: bvose@voselaw.com



EDUCATION AND BAR DATA

Law Degree:	J.D. with High Honors. 1973. University of Florida College of Law, Gainesville, Florida
Grade Average:	3.6 (four point system) Number 1 in Class
Undergraduate Degree:	B.A. in English with High Honors. 1970 Emory University, Atlanta, Georgia
Member/ Admitted:	Florida Bar – Member in Good Standing since 1973 50 YEAR MEMBER – FLORIDA BAR Bar No. 169913 U.S. District Court, Middle District of Florida U.S. Fifth Circuit Court of Appeals U.S. Eleventh Circuit Court of Appeals U.S. Court of Appeals for Federal Circuit Orange County Bar Association
Rated:	AV by Martindale-Hubbell (highest rating awarded) Listed in Martindale-Hubbell Bar Register of Preeminent Lawyers

BAR RELATED ACTIVITIES AND HONORS

City, County & Local Government Law Section of Florida Bar
Chairperson, Women in Law Committee, Orange County Bar Association
Fee Arbitration Committee, Orange County Bar Association
Central Florida Association of Women Lawyers
Member, Eminent Domain Committees, Florida Bar and American Bar
Volunteer Guardian Ad Litem Orange Co. Legal Aid Soc. - Cited for Exceptional Service
Volunteer to Homeless Advoc. Program of Orange Co. Bar – Cited for Exceptional Service

LAW SCHOOL POSITIONS AND HONORS

Editorial Board, University of Florida Law Review
Order of the Coif
Senior Class President - University of Florida Law School
Law Center Scholarship
Chairperson of Council of Ten

PUBLICATION

Environmental Survival Kit for Real Estate Professionals (Book and disk. Purchased in the 1990's by the Florida Board of Realtors to be used for continuing education purposes.)

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City Attorney, Orlando, Florida
Managing Partner/Chairperson, Real Estate Department, Shutts & Bowen Orlando office
Founding Partner, Vose Law Firm, LLP
City Attorney, City of Cocoa Beach
City Attorney, City of Anna Maria
City Attorney, City of Daytona Beach Shores
City Attorney, City of Brooksville
City Attorney, City of Naples
City Attorney, City of Winter Garden
City Attorney, City of Edgewood
City Attorney, City of St. Cloud
City Attorney, City of Eagle Lake
City Attorney, City of Longwood
City Attorney, City of Windermere
City Attorney, City of Deltona
Town Attorney, Town of Fort Myers Beach
Town Attorney, Town of Oakland
General Counsel for North Lake County Hospital Board of Trustees
Attorney for City of Orlando Code Enforcement Board
Special Counsel to City of Orlando as to Eminent Domain matters
Special Counsel to Cities of Ocoee and Casselberry
Special Counsel to Orange County Sheriff's Office
City Prosecutor for City of Orlando
Special Counsel to Orange County as to Code Enforcement Foreclosures
Special Counsel to Orange County as to Environmental Claims
Special Litigation Counsel to Orange County Property Appraiser
General Counsel for Green Swamp Land Authority
Counsel to Orange County Fire and Life Safety Code Board of Adjustments and Appeals
Special Counsel to Orange County as to §1983 Civil Rights Litigation
Eminent Domain Mediation Services for: FDOT; Florida Turnpike Authority; Seminole, Orange, Hillsborough, Lake and Polk Counties
Certified Circuit Court Mediator
Nominated for Appointment to Fifth District Court of Appeal

Biographical Sketch - Gretchen R. H. "Becky" Vose

Becky Vose graduated first in her law school class at the University of Florida College of Law, in 1973. While a law student, she was Senior Class President, Chairperson of the Council of Ten, on the editorial board of the University of Florida Law Review, and recipient for three years of a Law Center Scholarship. Upon graduation, she was tapped for membership in Order of the Coif.

In 1973, Becky was admitted to the Florida Bar and began her legal career as an Assistant City Attorney for Orlando. Thereafter she formed the law firm that is the predecessor to the Vose Law Firm. In 1981, she was recruited by Shutts & Bowen to open a branch office in Orlando and served as its managing partner. She was honored by being nominated by the Judicial Nominating Commission for a seat on the Fifth District Court of Appeal.

Over her 50 years of local government representation, Becky Vose has held the position of City Attorney for twelve (12) cities – Daytona Beach Shores, Anna Maria, Brooksville, Winter Garden, Edgewood, Longwood, Windermere, Oakland, Eagle Lake, St. Cloud, Deltona, and Co-City Attorney of Cocoa Beach. She also has done major work for Orange County government as to matters ranging from complex environmental litigation and the defense of §1983 Civil Rights claims. She also represented the Orange County Property Appraiser (OCPA) in a multi-year complex intellectual property lawsuit about the software utilized by the Property Appraiser's office. She also held the positions of General Counsel to the North Lake County Hospital Board of Trustees and the Green Swamp Land Authority.

Becky has taught at numerous continuing legal education seminars to other attorneys and has regularly presented seminars and instructional sessions for employees and officials of governmental clients. Ms. Vose is rated A-V Preeminent, which is the highest rating given by Martindale-Hubbell, and she has also been listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers.

WADE CHRISTOPHER VOSE

Managing Partner, Vose Law Firm LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Cell: (321) 299-2289
Facsimile: (407) 628-5670
Email: wvose@voselaw.com



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EDUCATION AND BAR DATA

Legal	University of Florida College of Law Gainesville, FL J.D. with Honors, May 2003 Book Awards: Environmental Law Intellectual Property Law Family Law Recipient of the Levin College of Law Leonard Scholarship
Undergraduate	University of Florida Gainesville, FL B.A. in Political Science, with Honors, May 2000 National Merit Scholar / Florida Academic Scholar Omicron Delta Kappa Leadership Honorary
Preparatory	Bishop Moore Catholic High School Orlando, FL Graduated with Highest Honors, May 1996 Student Body President & Valedictorian
Admitted	Florida Bar – Admitted & Member in Good Standing since 2003 Bar No. 685021 U.S. District Court, Middle District of Florida U.S. District Court, Northern District of Florida U.S. District Court, Southern District of Florida Orange County Bar Association City, County, and Local Government Law Section – Florida Bar Environmental & Land Use Law Section – Florida Bar
Certification	Board Certified in City, County and Local Government Law

PROFESSIONAL EXPERIENCE

Vose Law Firm LLP (Winter Park, FL)

Managing Partner - As managing partner of an AV-rated statewide local government law firm serving as City Attorney for ten cities and County Attorney for one county, in addition to extensive specialized representation for local governments statewide, responsible for overseeing every segment of the local government representation process, including representation of local government commissions, councils, and boards, client counseling of elected officials, city and county managers/administrators, department heads, staff, and appointed officials, evaluation of claims and defenses, development of litigation strategies, preparation of ordinances, resolutions, development agreements, pleadings, discovery, motions, and memoranda, and argument before trial and appellate courts. January 2004 to present.

City of South Daytona, Florida (South Daytona, FL)

City Attorney - Wade Vose serves as City Attorney to the City of South Daytona, a residential and business-friendly city bordering the Halifax River. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. November 2020 to present.

Village of Indiantown, Florida (Indiantown, FL)

Village Attorney - As Village Attorney to Florida's newest municipality, just formed at the end of 2017, responsible for providing legal advice to the Village Council, Village Manager, Village boards and staff as the Village charts its own course, drafting ordinances, resolutions, and agreements, handling real estate transactions, and conducting litigation on behalf of the Village. September 2018 to present.

City of Rockledge, Florida (Rockledge, FL)

City Attorney - Wade Vose serves as City Attorney to the City of Rockledge, Brevard County's oldest city, located along the picturesque Indian River. Responsible for providing legal advice to City Council and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. December 2024 to present.

City of Cocoa Beach, Florida (Cocoa Beach, FL)

City Attorney - Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Cocoa Beach, the famous beach community on Florida's Space Coast. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. July 2017 to present.

City of Bunnell, Florida (Bunnell, FL)

City Attorney – As City Attorney for this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City. October 2013 to present.

City of Anna Maria, Florida (Anna Maria, FL)

City Attorney – Vose Law Firm, Becky Vose, and Wade Vose jointly serve as City Attorney to the City of Anna Maria, an idyllic coastal city on Anna Maria Island in the Gulf of Mexico. Responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments, drafting city ordinances and resolutions, and conducting litigation on behalf of the City. March 2015 to present.

City of Satellite Beach, Florida (Satellite Beach, FL)

Special Magistrate – As the first Code Enforcement Special Magistrate for the City of Satellite Beach, a coastal city located near Patrick Air Force Base in Brevard County, responsible for serving as an impartial magistrate to adjudicate violations of the City of Satellite Beach code of ordinances. February 2017 to present.

Okeechobee County Board of County Commissioners (Okeechobee, FL)

County Attorney – As County Attorney for the only county strategically located in both Florida's Treasure Coast and Florida's Heartland, responsible for protecting the legal interests of Okeechobee County by providing comprehensive and quality legal services to the Board of County Commissioners, the County Administrator, and Department Heads, providing legal advice to the Board of County Commissioners and other county boards at public meetings, drafting county ordinances and resolutions, drafting and reviewing county contracts, and conducting litigation on behalf of the County. November 2019 to March 2025.

2024 Orange County Charter Review Commission (Orlando, FL)

General Counsel – As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2024 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. April 2023 to November 2024.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel - As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2024 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2023 to November 2024.

2016 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2016 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. March 2015 to November 2016.

2016 Pinellas County Charter Review Commission (Clearwater, FL)

General Counsel - As General Counsel to the commission empowered by the Pinellas County Charter to review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Pinellas County Charter, responsible for advising the 2016 Pinellas County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. September 2015 to November 2016.

2016 Brevard County Charter Review Commission (Viera, FL)

General Counsel - As General Counsel to the commission empowered by the Brevard County Charter to review and propose amendments to the Brevard County Charter, responsible for advising the 2016 Brevard County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2015 to November 2016.

2020 Alachua County Charter Review Commission (Gainesville, FL)

General Counsel - As General Counsel to the commission empowered by the Alachua County Charter to review and propose amendments to the Alachua

County Charter, responsible for advising the 2020 Alachua County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. October 2019 to November 2020.

2018 Clay County Charter Review Commission (Green Cove Springs, FL)

General Counsel - As General Counsel to the commission empowered by the Clay County Charter to review and propose amendments to the Clay County Charter, responsible for advising the 2018 Clay County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, and preparation of charter amendment and ballot language. December 2017 to July 2018.

2012 Orange County Charter Review Commission (Orlando, FL)

General Counsel - As General Counsel to the commission empowered by the Orange County Charter to conduct a comprehensive study of all phases of county government and place proposed charter amendments on the ballot for voter approval, responsible for advising the 2012 Orange County Charter Review Commission ("CRC") as to all legal matters, including legality and constitutionality of CRC actions and proposed charter amendments, representation of CRC at public meetings, preparation of charter amendment and ballot language, and preparation of CRC final report. August 2011 to November 2012.

Pinellas County, Florida (Clearwater, FL)

Counsel, County Attorney Oversight Committee - The County Attorney Oversight Committee is a unique collegial body created pursuant to Section 4.02 of the Pinellas County Charter, consisting of the seven members of the Pinellas County Commission, plus the five Pinellas County constitutional officers (Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of the Circuit Court), organized to select, terminate, and annually review, the Pinellas County Attorney. As Counsel to the Committee, responsible for providing outside and impartial legal advice throughout its process of selection, termination, and annual review of the Pinellas County Attorney. February 2017 to present.

Counsel, County Redistricting Board - The County Redistricting Board is a board created pursuant to Section 3.04 of the Pinellas County Charter, appointed by the Board of County Commissioners after each decennial census to develop and propose county redistricting plans to the BOCC. As Counsel to the Board, responsible for providing outside and impartial legal advice throughout its redistricting proposal development process, including application of the Pinellas County Charter's unique CRB criteria modeled on the Florida Constitution's Fair Districts standards. August 2021 to December 2021.

Town of Pierson, Florida (Pierson, FL)

Town Attorney – As Town Attorney for the Town of Pierson, a small Volusia County town known as the “Fern Capital of the World,” responsible for providing legal advice to the Town Council and other Town boards at public meetings, advising all Town staff, drafting ordinances and resolutions, and conducting litigation on behalf of the Town. June 2015 to present.

City of Deltona, Florida (Deltona, FL)

Chief Assistant City Attorney – Vose Law Firm and its Founding Partner, Becky Vose, served for over half a decade as City Attorney to the City of Deltona, an 87,000 resident community in Volusia County. As Chief Assistant City Attorney, responsible for providing legal advice to City Commission and other City boards at public meetings, as necessary, drafting of city ordinances and ordinance amendments, and litigation on behalf of the City. June 2011 to February 2017.

Eighth Judicial Circuit State Attorney’s Office (Gainesville, FL)

Certified Legal Intern – Responsible for prosecution of criminal cases as the sole Certified Legal Intern in the Bradford County, Florida office of the Eighth Circuit State Attorney’s Office. January 2003 to May 2003.

Ninth Judicial Circuit of Florida (Orlando, FL)

Judicial Law Clerk - Clerked for Circuit Judge Walter Komanski. Responsible for conducting legal research, drafting legal memoranda, final judgments and other judicial orders, and assisting the judge throughout a variety of trials and hearings. May 2001 to August 2001.

PROFESSIONAL ACTIVITIES, AWARDS, AND COMMUNITY INVOLVEMENT

Orange County Government

Authority Member – Orange County Industrial Development Authority (2014 to 2016) – Serve as one of five governing members of an industrial development authority responsible for issuing industrial development revenue bonds for the purpose of financing the costs of industrial or manufacturing plants, research and development parks, agricultural processing or storage facilities, warehousing or distribution facilities, headquarters facilities, tourism facilities, educational facilities, commercial projects in enterprise zones, and health care facilities.

Chairman – Neighborhood Grants Advisory Board (Chairman – Oct. 2008 to Oct. 2009, Vice Chairman – Oct. 2007 to Oct. 2008, Member – Aug. 2006 to May 2011) – Responsible for approving criteria for neighborhood grant programs, overseeing the application review process, approval of recommended grant recipients, hearing appeals from grant applications, and monitoring progress of grant recipients.

Board Member – Orange Blossom Trail Development Board (August 2007 to Oct. 2010) – Responsible for promoting the economic, social, and aesthetic revitalization of the south Orange Blossom Trail area.

Orlando Business Journal

Forty Under 40, Class of 2009 – Recipient of the Orlando Business Journal's prestigious Forty Under 40 Award, spotlighting forty of the Central Florida region's top young business and civic leaders who demonstrate consistent, outstanding professional achievement and a commitment to community service.

"Reader's Choice – Best Law Firm, 2009 & 2010" – Voted by the readers of the Orlando Business Journal.

Winter Park Chamber of Commerce

Member, Government Affairs Committee – Member of the Winter Park Chamber committee responsible for advocacy on behalf of the Winter Park business community at the local and state level and educating Chamber membership about current affairs effecting the Winter Park business community.

BusinessForce - Orlando Regional Chamber of Commerce

Alumnus, Class 1 – Central Florida Political Leadership Institute – Member of the exclusive 25-person inaugural class of Business Force's Political Leadership Institute, a program designed to identify and equip Central Florida's next generation of elected leaders before they formally choose to run for a specific public office.

Rotary Club of Winter Park

Member of Board of Directors (July 2011 to June 2012)

Leadership Winter Park

Class Member, Class 20 (September 2009 to August 2010)

Leadership Orlando

Alumnus, Class 72 (March 2007 to October 2007)

Leadership Apopka

Alumnus, Class 1 (January 2008 to November 2008)

Orange County Bar Association

Committee Member – Young Lawyers Oath of Admissions Committee (June 2004 to September 2005)

Tiger Bay Club of Central Florida

Member (January 2005 to present)

Apopka Area Chamber of Commerce

Businessman of the Year 2008-2009

Chairman – Apopka Area Political Alliance (Apopka Chamber PAC) (August 2008 to February 2012)

Chairman – Issues & Government Affairs Committee (August 2007 to August 2009)

Member of Board of Directors (June 2007 to February 2012)

Biographical Sketch - Wade C. Vose

Wade Vose is the managing partner of the Vose Law Firm. He is Board Certified by the Florida Bar in the area of City, County, and Local Government Law, and rated AV Preeminent by Martindale-Hubbell. He is a native Floridian and proud “double Gator” having graduated with Honors from the University of Florida College of Law.

Wade serves as the City Attorney for the City of South Daytona, City Attorney for the City of Rockledge, Co-City Attorney for the City of Cocoa Beach, Village Attorney for the Village of Indiantown (Florida’s newest municipality), and Special Magistrate for the City of Satellite Beach. Throughout his career, Wade has also served as County Attorney for Okeechobee County, City Attorney for the City of Bunnell, Town Attorney for the Town of Pierson, Chief Assistant City Attorney for the City of Deltona, Counsel to the Pinellas County Redistricting Board, Counsel to the Seminole County Tax Collector’s Office, Counsel to the Seminole County Supervisor of Elections’ Office, and General Counsel to a total of eight (8) County Charter Review Commissions in five (5) different charter counties (Orange – 2011-2012, 2015-2016, 2023-2024; Pinellas – 2015-2016, 2023-2024; Brevard – 2015-2016; Clay – 2018; Alachua – 2019-2020), in addition to a range of other specialized representation statewide.

Wade lives in Maitland with his wife and three daughters.

NANCY ANN M. STUPARICH

Partner, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: nstuparich@voselaw.com



EDUCATION AND BAR DATA

Florida State University, B.A., cum laude, 1982. (Government/International Affairs)
University of Florida, J.D., 1985 (Law)
Florida State University, MPA & MSP, 1997 (Public Administration/Urban Planning)

Admitted: Florida Bar – Member in Good Standing (No. 646342)
U.S. District Court, Middle District of Florida

PROFESSIONAL EXPERIENCE & POSITIONS HELD

Public Sector:

City Attorney – City of Naples, FL Responsibilities include management of the Vose Law Firm’s representation of the City of Naples. Primary duties include attendance and providing legal support to the mayor and city council members, appointed members of city boards including but not limited the Planning Advisory Board, the Design Review Board, Code Enforcement Board, etc., Charter Officers (City Manager and City Clerk) as well as city staff. Additional responsibilities include supervision and coordination with other members of the Vose Law firm performing legal services.

Assistant City/Town Attorney for the cities of Fort Myers Beach, Anna Maria, Bunnell, Cocoa Beach, Oakland, Brooksville Florida. Responsibilities include providing support to Vose Law Firm attorneys serving as primary City Attorney in these cities. Duties and responsibilities vary and can include attending public meetings, drafting ordinances, resolutions, policies, agreements, collective bargaining negotiations and other legal documents, representing the city in circuit/county court and quasi-judicial hearings.

Deputy County Attorney for Okeechobee County Duties and responsibilities can vary and include review of contract documents, ordinances, policies, attendance at Planning Board meetings, Code Enforcement Special Magistrate hearings, Construction Industry Licensing Board public hearings, Canvassing Board public meetings, representing the County in county court hearings.

City Attorney, Dade City, Florida. Responsibilities included providing legal counsel to the City of Dade City Commission, its Charter Officers, and Police Chief. Duties and responsibilities included attending public meetings, drafting ordinances, resolutions, policies, agreements and other legal documents, purchase and sale of real estate, monitoring pending insurance claims; working with outside counsel; and other duties as needed.

Special Magistrate, City of Davenport, Florida. Preside as the special magistrate for review of code enforcement cases presented by the City of Davenport Code Enforcement Officer.

County Attorney, DeSoto County, Florida. Responsibilities included independently providing legal services to the DeSoto County Board of County Commissioners; drafting written and providing oral legal opinions; participation in public hearings and workshops of the BCC, Planning Board, Code Enforcement Special Magistrate; drafting ordinances, resolutions and negotiation of contracts; defending the county in litigation matters; working with outside legal counsel and staff; and other duties as needed.

Assistant County Attorney, Escambia County, Florida. Responsibilities included representing the county on general county government matters at workshops, public hearings and in court; drafting ordinances, resolutions and contracts; negotiating and completing the purchase, sale and disposition of county real estate assets; serving as the attorney to the Board of Adjustment, Planning Board and the Escambia County Canvassing Board; responding to questions from staff and County Commissioners regarding local government issues; and other projects as assigned by the County Attorney. Awarded recognition as "Employee of the Month" for work and coordination of a tri-party agreement bringing minor league hockey to the county.

Assistant General Counsel, Florida League of Cities. Responsibilities included legislative lobbying; serving as a liaison to the Governor's Property Rights Study Commission II; legal research concerning municipal issues; preparing appellate briefs; preparing the Florida Municipal Attorneys Newsletter; assisting and document drafting for the purchase of Sittig Hall; serving as staff to the Juvenile Justice/Criminal Policy Committee; responding to correspondence and questions from member city officials; and other duties as assigned.

Director Growth Management, Escambia County, Florida. Responsibilities included directing and managing the Escambia County Department of Growth Management, which consisted of the Divisions of Development Services (development order approval), Long-Range Planning (county-wide growth management planning) and Technical Services (management functions); presentations to the Board of County Commissioners and other public groups; and other duties as assigned by the County Administrator.

Of Counsel, Weiss, Serota, Helfman, Pastoriza, Cole, & Boniske, P.L. Responsibilities included providing legal services to various municipalities regarding land use and local government matters; representing quasi-judicial boards; drafting ordinances and resolutions; researching municipal codes, and other duties as assigned.

Staff Attorney, Second District Court of Appeal. Responsibilities included preparing legal memoranda; reviewing appellate briefs and pleadings; presenting oral argument waived cases to panels of three appellate judges; and assisting in drafting & proofing appellate opinions for the Honorable Judge John Scheb (deceased).

Trial Court Law Clerk, 10th Judicial Circuit. Responsibilities included reviewing civil complaints and pleadings; preparing legal memoranda and providing assistance to several circuit civil judges on complex litigation; and other duties as assigned.

Public Sector Appointments (Former):

Member of the City of Clermont Community Redevelopment Board
Member of the Northwest Florida Water Management District Board
Member of the City of Pensacola Planning Commission

Private Sector Representation (Former):

General Counsel, Maruti Fleet Management, Inc. Responsibilities included management of pending insurance claims with adjusters, mediation and settlement of pending litigation, contract review, and personnel issues.

Risk Manager, Florida Lawyers Mutual Insurance Company. Responsibilities included developing and delivering risk management services to insured attorneys to avoid potential legal malpractice claims; presentation of continuing legal education seminars to attorneys; drafting a risk management newsletter and digital risk alerts.

Associate, Freeman, Haber, Rojas & Stanham, LLP. Responsibilities included closing real estate transactions involving primarily foreign clients; drafting corporate documents, agreements and real estate documents; review of title and land use issues; review of commercial leases; supervision of paralegals; and legal research.

Underwriting Counsel, Attorneys Title Insurance Fund, Inc. Responsibilities included identifying and resolving title defects; teaching attorneys and paralegals real estate closing procedures using ATIDS and DoubleTime software program; publication of legal articles for THE FUND CONCEPT; speaking and participating as a panelist at the Fund's Annual Assembly and Affiliate Assembly; and other duties as assigned.

Title Attorney, Lawyers Title Insurance Corporation. Responsibilities included coordinating and closing commercial real estate transactions; reviewing and preparing

real estate documents in conjunction with the issuance of title insurance; responding to underwriting questions; and other duties as assigned.

PROFESSIONAL, COMMUNITY AFFILIATIONS, PUBLICATIONS & ACTIVITIES:

CURRENT: Certified as a Labor Relations Professional by the Florida Public Employers Labor Association; Designated a FRA-Redevelopment Professional by the Florida Redevelopment Association; member of the City, County & Local Government Section of The Florida Bar; member of the Environmental and Land Use Section of The Florida Bar; member of the Animal Law Section of The Florida Bar. FORMER: Appointed member of the 18th Judicial Circuit Unauthorized Practice of Law Committee "B"; member of Impact Lake County; member of the South Lake Chamber of Commerce Economic and Policy Committee; Florida Land Use & Environmental Dispute Resolution Special Magistrate for Lake County, Florida, graduate of the City of Oviedo Citizens Police Academy, member of the Executive Council of the City, County and Local Government Section of The Florida Bar; member of the LOMAS Advisory Board; The Florida Bar Convention Committee; former member of The Florida Bar Senior Committee, The Florida Bar Diversity Committee and other local bar associations; Certified Circuit Court Mediator (24865R); participant in the Hillsborough County Guardian Ad Litem Program; co-chair of the International Energy Conference, Rio de Janeiro, Brazil; member of Leadership Miami; member of the American Planning Association; chair of the Organizing Committee for the Quietwater Thunder Formula One/Two Power Boat Grand Prix Race-Pensacola Sports Association; graduate Leadership Pensacola; adjunct professor for real estate at University of West Florida, Legal Administration Program; member, Junior League of Pensacola; sustainer in Miami Junior League; graduate, City of Pensacola Citizens Police Academy; graduate, Escambia County Sheriff's Citizens Law Enforcement Academy; member of Five Flags Rotary International; member of Panhandle Tiger Bay Club; member Escambia and Santa Rosa County Bar Association; member of Pensacola Runners Association, race director, 1997 Downtown Christmas 5K Run & inaugural 1998 PRA Downtown Christmas Parade Dash; co-author of "Private Property Rights: Regulating the Regulators" published in The Florida Bar Journal, January 1996; Tallahassee Women Lawyers Board Member.

PERSONAL:

Native Floridian from Tampa, Florida current residence in Clermont, Florida (aka "Choice of Champions"); enjoys travel; runner/triathlete who completed a marathon in all 50 states and participated in several Ironman races (Florida, Brazil, Louisville, Texas, Kalamar), finisher of the Great Floridian Triathlon (Clermont, Florida).

PAUL R. WATERS

Partner, Vose Law Firm, LLP
146 Istoria Drive
St. Augustine, Florida 32095
Telephone: (904) 495-1054
Email: paul@voselaw.com



EDUCATION AND BAR DATA

Law Degree: Florida Coastal School of Law
Jacksonville, Florida
Juris Doctor, May 2004

Undergraduate Degree: University of Central Florida
Orlando, Florida
B.A. in Legal Studies, May 1998
Dean's List

Member/Admitted: Florida Bar – Admitted and member in good standing – Bar No. 817651
Texas Bar – Inactive – Bar No. 24102728

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

City of Bunnell, Florida (Bunnell, FL) - Present

City Attorney – As City Attorney to this Flagler County city that serves as county seat and is the second largest city geographically in Florida (after Jacksonville), responsible for providing legal advice to City Commission and other City boards at public meetings as needed, advising all city departments including planning, finance, police, grants, and public works, drafting city ordinances and resolutions, handling real estate transactions, and conducting litigation on behalf of the City.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL)

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include preparing legal documents, including ordinances, resolutions, and contracts, and advising and representing County staff.

Vilano Management and Postal Fleet Services (St. Augustine)

Corporate Counsel (2020 – 2022)

- Advise other senior leaders on legal issues involved with operating a \$300M per year transportation company.
- Oversee regulatory compliance and respond to investigations from the Department of Labor that arise from 2,000 employees
- Oversee regulatory compliance and respond to investigations from the Department of Transportation involved with operating a fleet of over 1,500 tractor trailers
- Perform contract negotiations and draft vendor agreements, sub-contracts, real estate leases, employee leasing agreements, and equipment leasing agreements
- Handle personnel matters including disciplinary actions, lay-offs, non-disclosure agreements, draft personnel manuals, and oversee employee health & wellness plans
- Supervise litigation involving alleged wrongful termination (discrimination and retaliation), wage and hour disputes, breach of contract and insurance claims for trucking accidents

Florida Department of Business and Professional Regulation (Tallahassee)

Deputy Secretary of Professional Regulation (August 2017 – January 2019)

- Agency head in charge of six divisions and 20 professional boards
- Managed the regulation of over 900,000 professionals
- Responsible for the activities of over 450 employees
- Presented before legislative committees and conduct bill analysis

Executive Director, Florida State Boxing Commission (July 2014 – August 2017)

- Coordinated all professional boxing and mixed martial arts events throughout Florida
- Managed over 60 Commission staff and event officials
- Led project to re-write administrative rules governing combat sports
- Supervised sanctioning of reality television series “The Ultimate Fighter”

Deputy General Counsel (June 2013 – August 2014)

- Managed over 50 attorneys and office staff
- Supervised prosecution of 2,500 cases annually before agency’s professional boards
- Acted as legal advisor to General Counsel and senior managers
- Served as informal hearing officer

- Conducted bill analysis, handled legislative requests and responded to media inquiries

Chief Attorney (Oct. 2010 - June 2013)

- Managed over 15 attorneys and office staff
- Supervised prosecution of over 1,000 cases annually
- Conducted hearings before Construction Industry Licensing Board

Staff Attorney (Oct. 2008 - Oct. 2010)

- Prosecuted construction contractors for violations of Florida statutes and administrative rules

**Finlay Property Development, Construction and Property Management (Jacksonville)
Assistant Corporate Counsel (2005 – 2008)**

- Supervised due diligence for tax-credit, construction and perm loan closings
- Litigated cases involving breach of contract, liens and construction defects
- Conducted residential closings for in-house title company (Best American Title)

Biographical Sketch – Paul R. Waters

Paul Waters is a partner with the Vose Law Firm. He serves as City Attorney for the City of Bunnell, and as an assistant city/county attorney for each of the firm's other local government clients. Since joining the firm in 2022, Mr. Waters has handled most of the firm's appeals, including a recent victory after oral argument before the Sixth District Court of Appeals that upheld the validity of the City of Naples' fertilizer ordinance. This ruling paves the way for other local governments to maintain clean water free from harmful pollutants that cause algae blooms, fish kills and pose human health risks. In addition, Mr. Waters successfully defended a petition for writ of certiorari challenging a city's decision to deny a development permit application. He also litigates other permit denial cases and code enforcement lien foreclosures.

Mr. Waters has a wealth of government legal representation experience, having held various supervisory legal and executive positions within the Florida Department of Business and Professional Regulation (DBPR) over an eleven-year period. He served as Deputy Secretary, which is the Agency's most senior position in charge of regulating almost one million licensees and 20 of the State's largest regulatory boards, many that directly impact local governments, including the Construction Industry Licensing Board, the Building Code Commission, the Building Code Administrators Board, and the Real Estate Commission just to name a few.

As Deputy Secretary, Mr. Waters often testified before legislative committees and met daily with legislators and senior gubernatorial staff to resolve complex policy and legal issues. In addition, Mr. Waters served as Deputy General Counsel, which is the lead attorney in charge of seventy prosecuting attorneys and support staff which prosecuted

thousands of cases annually before the Agency's boards and the Division of Administrative Hearings. He also served as the Executive Director of the Florida Athletic Commission, which oversaw all professional boxing and MMA events held in the State, many of which were major televised events including the sanctioning of the reality television show "The Ultimate Fighter."

Finally, Mr. Waters served as the Agency's informal hearing officer for a contentious casino license denial case. The case made its way to the Florida Supreme Court, which upheld Mr. Waters' decision and legal analysis.

After leaving DBPR and prior to working for the firm, Mr. Waters served three years as General Counsel for a national transportation company, which was the second largest government contractor for the United States Post Office. In that role, he oversaw regulatory compliance with federal and state departments of labor and departments of transportation arising from over 2,000 employees and 1,500 tractor trailers. Mr. Waters settled lawsuits involving wrongful termination for alleged discrimination, alleged retaliatory firings of whistleblowers, and allegations of hostile work environment. He was instrumental in the dismissal of a Department of Justice investigation involving alleged unpaid fringe benefits and wages. Finally, Mr. Waters managed outside insurance attorneys defending the company in truck accident lawsuits, some of which involved fatalities.

After graduating the University of Central Florida with a Bachelor of Arts (BA) degree in Legal Studies from the University of Central Florida, Mr. Waters served as an environmental and zoning code enforcement officer for Volusia County where he enforced one of Florida's first sea turtle lighting ordinances that "darkened" almost 36 miles of Volusia's beachfront, a very controversial program at the time. It was that experience of presenting cases before Volusia County's Code Enforcement Board that led Mr. Waters to attend law school at the Florida Coastal School of law, where he received the degree of Juris Doctor.

Mr. Waters is licensed in Florida and Texas (inactive), and he is a member of the Middle District of Florida's Federal Court Bar. He is also a member of the Volusia County Bar Association. While not working, Mr. Waters enjoys spending time outdoors with his wife and 16-year-old son surfing, fishing, and jogging.

GARRETT M. OLSEN

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Email: golsen@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **Florida State University College of Law
Tallahassee, Florida**
J.D., *cum laude*
Certificate in Environmental, Natural Resources, & Land Use
Law, with *honors*
Dean's List

Undergraduate Degree: **University of South Florida
Tampa, Florida**
B.A. in Economics and Philosophy, *cum laude*
Dean's List

Member/Admitted: Florida Bar – Admitted and member in good standing – Bar
No. 1025600

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Sun 'N Lake of Sebring Improvement District - Present

General Counsel – As General Counsel to an independent special district with a population of 9,000, responsible for providing legal advice to the district Board of Supervisors and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Barefoot Bay Recreation District - Present

General Counsel – As General Counsel to the largest Ch. 418 recreation district in Florida, located in southern Brevard County, responsible for providing legal advice to the district Board of Trustees and other district boards at public meetings as needed, advising all district departments, drafting district and reviewing district resolutions and agreements, handling real estate transactions, and conducting litigation on behalf of the district.

Assistant City/Town/Village Attorney (Various Municipalities) - Present

Provides effective legal services and counseling to the cities of Daytona Beach Shores, South Daytona, Bunnell, Cocoa Beach, Anna Maria, and Brooksville; the Village of Indiantown, and the Town of Oakland with a client-centered approach. Duties include drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representing municipalities throughout all phases of litigation, including developing and executing litigation strategies, drafting motions, pleadings, and written discovery, as well as preparing municipal staff and law enforcement officers for hearings; and advising boards on substantive and procedural legal issues during public hearings and workshops.

Okeechobee County (Okeechobee, FL)

Assistant County Attorney – Executes comprehensive and quality legal strategies and services for the Board of County Commissioners. Duties include regular representation of the Okeechobee County Construction Industry Licensing Board and the Okeechobee County Planning Board at public hearings; preparing legal documents, including ordinances, resolutions, and contracts; advising and representing the County's building officials regarding the enforcement of the Florida Building Code and the International Property Maintenance Code; assisting in prosecuting code enforcement violations and related appeals; and representing the County in all related appellate litigation.

Cole, Scott & Kissane, P.A. (Orlando, FL)

Associate Attorney/ Law Clerk – Represented businesses and individuals in construction and commercial litigation matters. Practice included defending and asserting construction defect claims, including actions for breach of contract, contractual indemnity and defense, and other commercial claims. Drafted legal memoranda, motions, pleadings, and targeted written discovery to further client objectives. Negotiated and secured settlements on behalf of clients. Deposed expert witnesses in large, complex litigation cases. Led pre-trial process in construction defect case resulting in settlement for under targeted amount. Practiced under supervised practice program while studying for the Florida Bar from May 2020 to November 2020.

City of Tallahassee

City Attorney's Office (Tallahassee, FL) Law Clerk – Provided high-quality research memoranda on a range of legal issues. Drafted pleadings, motions, and written discovery. Attended deposition preparation meetings and observed hearings in federal court. Managed small-claims cases from factual intake phase to initiate litigation. Drafted advisory opinions for city leadership on federal and state constitutional issues. Assisted in developing and executing litigation strategies. Assisted in drafting contracts.

Cobb Cole, P.A. (Daytona Beach, FL)

Summer Associate – Provided high-quality, effective legal services and research for clients over two summers. Executed legal strategies through drafting legal memoranda, motions, pleadings, and written discovery in state and federal court. Attended hearings, mediations, and assisted in settlement negotiations. Drafted contracts. Assisted in preparing development agreement with Florida county for mixed-use project. Interacted with clients regularly and attended client meetings.

RECENT REPRESENTATIVE EXPERIENCE

- Represented Okeechobee County and the Okeechobee County Sheriff's Office in a civil action under 828.073, Fla. Stat., to take custody of neglected horses and dogs while securing \$60,000.00 judgement in County's favor.
- Represented the City of South Daytona in Florida's Fifth District Court of Appeal involving second-tier certiorari review of code enforcement fine reduction hearing concerning a nearly half-million dollar fine.
- Represented the City of Daytona Beach Shores in civil action under 828.073, Fla. Stat., to take custody of neglected dogs while securing judgment for all costs in City's favor.
- Represented the Okeechobee County Building Official on direct appeal of Construction Industry Licensing Board Decision to uphold the condemnation of buildings.
- Advised the City of Bunnell during a public meeting of legal requirements to adopt tentative millage and budget under Florida law.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Young Lawyers Division of the Florida Bar

PERSONAL

A native of Central Florida, Garrett is an Attorney for the Vose Law Firm and is an integral part of the firm's local government practice. Garrett regularly advises municipalities and counties on a range of legal issues, including representing numerous city and county boards during public hearings and related litigation.

Garrett received his Bachelor of Arts in Economics and Philosophy from the University of South Florida in Tampa, Florida. He then went on to earn a Juris Doctor and Certificate in Environmental, Natural Resources, & Land Use Law from the Florida State University College of Law. During his time at Florida State, Garrett focused primarily on litigation, land use, and related environmental courses. Garrett built on this area of focus as a summer associate with one of Central Florida's most respected law firms during both of his law school summers. However, it was not until Garrett worked as a law clerk for the City of Tallahassee that he became inspired to apply his love for litigation and land use law to a local government practice.

Following a litigation practice at one of Florida's largest civil litigation firms, Garrett found his home at the Vose Law Firm. Garrett now counsels local government clients in numerous areas, including representation in trial and appellate litigation, advising boards on substantive and procedural issues during public hearings and workshops, and training staff with an eye to avoiding litigation in the first place. Garrett enjoys the fast-paced, collaborative nature of local government representation and strives to deliver outstanding client-centered legal services to the firm's clients.

When he is not rooting on his South Florida Bulls or Florida State Seminoles, Garrett enjoys cooking, enjoying the outdoors at a golf course or on the water, and spending time with his friends and family.

STEPHANIE M. VELO

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: svelo@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **University of Florida College of Law
Gainesville, Florida**
J.D. with Honors
Certificate in Real Estate and Land Use Law

Undergraduate Degree: **University of Hawaii
Honolulu, Hawaii**
B.A. in English and Spanish
Sigma Delta Pi National Collegiate Hispanic Honor Society

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1025182

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Environmental and Land Use Law J.D. Fellowship
University of Florida Levin College of Law President's Scholarship
Book Award in Florida Administrative Law
Teaching Assistant for Conservation Real Estate and Legal Writing
Study Abroad, University of Costa Rica, International Environmental Law
Journal of Technology Law and Policy

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Town Attorney – Town of Oakland, Florida. Present.

Provide comprehensive legal services to the Town of Oakland, a growing municipality in northwest Orange County. Attend all town meetings and provide the majority of legal services for the municipality.

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Cocoa Beach, South Daytona, and Brooksville; and the Village of Indiantown. Duties include all legal work including, but not limited to, the drafting of ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation of municipalities in litigation and other legal disputes; participation in public

hearings and workshops of the governing body; and providing written and oral legal opinions to municipal staff and public officials.

Monroe County (Key West, FL) Present

Special Counsel as to Code Enforcement Foreclosure – Duties include drafting pleadings and motions, evaluating the County’s code enforcement liens, conducting legal research, and appearing at hearings on behalf of Monroe County.

Okeechobee County (Okeechobee, FL)

Deputy County Attorney – Duties include assisting the County Attorney with providing comprehensive and quality legal services to the Board of County Commissioners; drafting and review of documents, including ordinances, resolutions, policies, and contracts; and attendance at public hearings before the Code Enforcement Special Magistrate and Construction Industry Licensing Board.

Salter Feiber, P.A. (Gainesville, FL)

Law Clerk – Responsible for conducting legal research; drafting legal memoranda; reviewing real estate contracts, land surveys, title reports, and real property encumbrances; and assisting supervising attorneys with the drafting of pleadings and motions, as well as contracts, easements and other transactional documents.

Florida Division of Administrative Hearings (Tallahassee, FL)

Judicial Law Clerk – Clerked for Administrative Law Judge Cathy Sellers. Responsible for conducting legal research, drafting legal memoranda and final orders, reviewing evidence and proposed orders, and assisting the Administrative Law Judge through hearings conducted pursuant to Chapter 120, Florida Statutes.

Alachua Conservation Trust (Alachua, FL)

Legal Intern – Responsible for conducting legal research; reviewing title reports; drafting conservation easements, option contracts, and legal memoranda; and preparing conservation easement baseline documentation reports prior to closing.

BAR AND COMMUNITY RELATED ACTIVITIES

Florida Bar Section and Division Memberships:

City, County & Local Government Law Section of Florida Bar
Environmental and Land Use Law Section of Florida Bar
Real Property, Probate, and Trust Law (“RPPTL”) Section of Florida Bar
Young Lawyers Division of the Florida Bar

Real Property Litigation Committee (“RPPTL” Section)

Volunteer Assistant – Assisted Committee Chair and Legislative Co-Liaison with evaluating proposed legislation affecting real property transactions and litigation. Prepared and gave presentations at Section/Committee meetings in order to educate Section members and evaluate their support for the proposed legislation.

LANGUAGE ABILITIES

Spanish – Conversational. While studying abroad in law school, analyzed Costa Rican environmental resource management law in order to develop recommendations for the management and conservation of the Tempisque Watershed and Parque Nacional Palo Verde, a national park designated to be a wetland of international importance under the Ramsar Convention and listed in the Montreux.

CHLOE E. BERRYMAN

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: cberryman@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **University of Florida Levin College of Law**
Gainesville, Florida
J.D., cum laude
Top 10% of Class
Dean's List and President's Honor Roll

Undergraduate Degree: **University of Central Florida**
Orlando, Florida
B.S. in Psychology, *cum laude*
Burnett Honors College
Honors in the Major
Minor in Crime, Law, and Deviance
Certificate in Behavioral Forensics
Psi Chi Honors Society

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1032129

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

Order of the Coif
University of Florida Levin College of Law President's Scholarship
Book Award in Appellate Advocacy
Teaching Assistant for Legal Writing and Appellate Advocacy
Florida Law Review, Managing Editor
Vice President of the Criminal Law Association

PROFESSIONAL AND GOVERNMENTAL POSITIONS HELD

Assistant City/Village Attorney (Various Municipalities) Present

Responsible for providing legal services to the cities of Anna Maria, Brooksville, Bunnell, Cocoa Beach, Daytona Beach Shores, and South Daytona; the Village of Indiantown; and the Town of Fort Myers Beach. Duties include all legal work including, but not limited to, drafting ordinances, resolutions, policies, agreements, legal memoranda, and other legal documents; representation of municipalities

across all stages of litigation, including appellate litigation and other legal disputes; participation in public hearings and workshops of the governing body; providing written and oral legal opinions to municipal staff and public officials; and advising boards on substantive and procedural legal issues during public hearings and workshops. Guides and represents municipalities through union-related issues heard by the Public Employees Relation Commission (PERC).

Okeechobee County (Okeechobee, FL)

Deputy County Attorney – Provides comprehensive and quality legal services to the Board of County Commissioners. Duties include preparation and review of legal documents, including ordinances, resolutions, policies, and contracts; attendance at public hearings before the Code Enforcement Special Magistrate; and assisting in prosecuting code enforcement violations.

Counsel to the Okeechobee County Canvassing Board – Provides legal services, including written and oral legal opinions, to the Okeechobee County Canvassing Board and attends public meetings.

2024 Orange County Charter Review Commission (Orlando, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Orange County Charter Review Commission (“CRC”) as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

2024 Pinellas County Charter Review Commission (Clearwater, FL)

Deputy General Counsel – Conducted research and prepared written legal opinions to assist the General Counsel in advising the 2024 Pinellas County Charter Review Commission (“CRC”) as to the legality and constitutionality of CRC actions and proposed charter amendments. Compiled, analyzed, and summarized data from historical documents, special laws, and local government charters throughout Florida.

Rohe Law, P.A. (Tavares, FL)

Summer Associate/Associate Attorney – Represented clients at various stages of family law litigation. Represented clients at fact-intensive hearings, including temporary relief hearings concerning alimony, timesharing, and child support. Drafted pleadings, motions, stipulations, proposed orders, and discovery requests and responses. Negotiated on behalf of clients at settlement conferences and mediations. Drafted settlement agreements to creatively resolve cases involving complex legal and factual issues. Second chaired dissolution of marriage trial involving minor children with psychological experts. Researched complex issues concerning a variety of areas of law including family law, constitutional law, real

property, trusts, and corporations. Drafted clear and organized memoranda analyzing research findings.

Intimate Partner Violence Assistance Clinic (Gainesville, FL)

Certified Legal Intern – Provided legal assistance to indigent survivors of domestic violence. Interviewed clients and developed safety plans tailored to each client's needs. Drafted pleadings and represented clients in court proceedings.

University of Florida, Levin College of Law (Gainesville, FL)

Research Assistant – Researched and analyzed complex legal and psychological issues, including the applicability of the insanity defense to police officers with Post-Traumatic Stress Disorder. Drafted detailed memoranda on findings.

Office of the State Attorney, Eighth Judicial Circuit (Gainesville, FL)

Summer Intern – Researched and analyzed case and statutory law to assist attorneys in prosecuting criminal felony cases. Analyzed and summarized evidence in preparation for litigation.

BAR AND COMMUNITY RELATED ACTIVITIES

City, County & Local Government Law Section of Florida Bar

Environmental and Land Use Law Section of Florida Bar

Young Lawyers Division of the Florida Bar

PROFESSIONAL PUBLICATIONS

Chloe E. Berryman, Note, *Holding Social Media Providers Liable for Acts of Domestic Terrorism*, 72 FLA. L. REV. 1329 (2020).

Chloe Berryman, Christopher J. Ferguson, & Charles Negy, *Social Media Use and Mental Health Among Young Adults*, 89 PSYCHIATRIC Q. 307 (2018).

TAYLOR R. SIMONDS

Attorney, Vose Law Firm, LLP
324 West Morse Blvd.
Winter Park, Florida 32789
Telephone: (407) 645-3735
Facsimile: (407) 628-5670
Email: tsimonds@voselaw.com



EDUCATION AND BAR DATA

Law Degree: **Stetson University College of Law
Gulfport, Florida**
J.D., *cum laude*
Top 25% of Class
Dean's List

Undergraduate Degree: **University of Central Florida
Orlando, Florida**
B.S. in Marketing
Dean's List

Member/Admitted: Florida Bar – Member in Good Standing – Bar No. 1050253

LAW SCHOOL POSITIONS, ACTIVITIES, AND HONORS

William C. Vis Int'l Commercial Arbitration Moot Team, Student Coach & Team Captain
Dispute Resolution Board
Research Assistant for Law Through the Lens of Poetry
Teaching Assistant for International Sales Law & Arbitration
Stetson Ambassadors, Deputy Chair of Program Development
Stephanie A. Vaughan Excellence in Advocacy Award

PROFESSIONAL POSITIONS HELD

Akerman, LLP (Orlando, FL)

Summer Associate/Associate Attorney – Managed docket of complex commercial litigation matters, including high-profile art fraud, business litigation disputes valued in excess of seven figures, negotiation of settlement, and judgment enforcement proceedings. Engaged in motion practice and advocacy in various litigation arenas, including commercial tenant/landlord litigation, franchise law, business contract disputes, insurance disputes, and personal injury. Researched complex legal issues and applied legal arguments in multiple national jurisdictions.

Doyle Conflict Resolution (Naples, FL)

Law Clerk – Acted in advisory capacity to arbitrator in granting awards by analyzing, reviewing, and presenting determinations of fact and law. Drafted non-binding arbitration court orders with attention to strict deadlines.

The Law Offices of Hoyt & Bryan, LLC (Oviedo, FL)

Law Clerk – Implemented and trained office in new digital system for tracking probate processes. Edited and wrote new content for partners' line of estate planning client-advising books. Researched relevant case law and legal developments in areas of Elder Law, Pet Law, and Wills, Trusts & Estates including for presentation at the 2021 Annual Florida Bar Convention and 2021 Western CPE Conference.

BAR AND COMMUNITY RELATED ACTIVITIES

Young Lawyers Division of the Florida Bar

Entertainment, Arts & Sports Law Section of the Florida Bar

PUBLICATIONS

COLLATERAL DAMAGE: A Novel; Parliament House (2019); ISBN: 987-0578457321
AN INFINITE PULL (2024); ISBN: 979-8218358532

**THIRD AMENDMENT TO CITY OF COCOA BEACH
CONTRACT FOR LEGAL SERVICES**

WHEREAS, on June 15, 2017, Vose Law Firm, LLP entered into a Contract for Legal Services with the City of Cocoa Beach (“City Attorney Contract”); and

WHEREAS, on January 2, 2022, the City Commission of the City of Cocoa Beach amended the City Attorney Contract to provide that the City Attorney shall serve until removed by the City Commission or resigns, and that the City Attorney reports to the City Commission and not to the City Manager; and

WHEREAS, on September 19, 2024, the City Commission of the City of Cocoa Beach amended the City Attorney Contract to do away with the requirement that “City Attorney shall provide a monthly log of all City of Cocoa Beach work with the monthly invoice”; and

WHEREAS, the City Attorney has never raised its flat fee rate in the eight (8) years serving as City Attorney, whereas, inflation has dramatically reduced the buying power of that flat fee rate; and

WHEREAS, the City Commission finds it in the best interest of the City to amend the City Attorney Contract to increase the flat fee for the City Attorney to adjust the flat fee to keep pace with inflation and to provide for an inflation increase in years going forward beginning as of October 1, 2025 (FY 2025-2026).

NOW, THEREFORE, the City of Cocoa Beach and Vose Law Firm, LLP, hereby agree to amend the Contract for Legal Services as follows:

1. Beginning in October 2025, the flat rate fee for the City Attorney shall be raised annually to an amount computed in accordance with the U.S. Bureau of Labor Statistics Inflation Calculator (https://www.bls.gov/data/inflation_calculator.htm), with the beginning date being June 2017 and the end date being June of the current year. Thereafter for each succeeding fiscal year, the same Inflation Calculator shall be used to calculate a revised flat fee reflecting a fee that keeps pace with inflation.
2. In all other respects the Contract for Legal Services shall remain the same.

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.

CITY ATTORNEY:
Vose Law Firm, LLP

CITY OF COCOA BEACH

By: Gretchen R. H. “Becky” Vose

By: Keith Capizzi, Mayor

Date: _____

Date: _____