



Meeting Agenda
Thursday, July 17, 2025

6:30 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.cityofcocoa.beach.com.
Meeting Video Archives: www.cityofcocoa.beach.com

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

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

Speaking Courtesy Rules:

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

Approval Of Order Of Business:

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

Appealing a Decision:

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

American with Disabilities Act:

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

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

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

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. COMMUNITY REDEVELOPMENT AGENCY (CRA)

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

1. Request to approve revised Visual Improvement Program Grant application for the City of Cocoa Beach Community Redevelopment Agency (CRA)
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
2. Request to approve a second Commercial Visual Improvement Program Grant in the amount of \$35,000 for Dirty Birds Tiki Bar & Grill, LLC; located at 142 Minutemen Causeway, Cocoa Beach, FL, 32931
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
3. Request to approve a Commercial Visual Improvement Program Grant in the amount of \$40,000 to Epic Boardsports, LLC located at 358 N Orlando Ave, Cocoa Beach, FL, 32931.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

Commission will reconvene for the remaining items.

H. BUDGET

1. Staff is requesting that the City Commission set a proposed millage rate of 6.1644 for the fiscal period 2026.
Staff Representative: Hana Juman, Finance Director, A.J. Hutson, Interim City Manager
Recommendation: Approve
2. Confirm times and dates to set the tentative and final millage and adopt the budget for Fiscal Year 2026.
 - September 4th, 2025, 7:00 PM First Public Hearing and Vote to Approve Tentative Millage & Budget
 - September 18th, 2025, 7:00 PM Second Public Hearing and Vote to Approve Final Millage & Budget

Both meetings will be held at City Hall - 2 South Orlando Avenue, Cocoa Beach.

Staff Representative: Hana Juman, Finance Director, A.J. Hutson, Interim City Manager
Recommendation: Approve

I. CONSENT AGENDA

1. Approve the June 19, 2025, Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve

2. **PLANNING BOARD** : Appoint Warren Burger (Replacing Mr. Matt Tschaar) to serve a term ending November 2028 (Seat 2 - Commissioner Jackson)
3. Adopt Resolution 2025-12. A resolution of the City of Cocoa Beach, Florida, Authorizing Application for the acquisition of federal surplus property located at 3750 Ocean Beach Boulevard for public park and recreational purposes, and providing an effective date.
Staff Representative: Brad Kalsow, Public Works and Water Reclamation Director
Recommendation: Adopt
4. Adopt Resolution 2025-13, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Cocoa Beach Centennial Square Usage Fees and providing for an effective date.
Staff Representative: AJ Hutson, Interim City Manager
Recommendation: Approve

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Adopt Ordinance 1698 on second 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. Appoint a member of the Space Coast League of Cities Committee
Space Coast League of Cities (Meets 2nd Monday, 6:30 pm. at Hosting City) Space Coast League of Cities Intergovernmental Committee (2nd Monday, 5:45pm, at Hosting City)
2025 Voting Delegate, Tim Tumulty _____
2024 Voting Delegate, Karalyn Woulas, Commissioner Hutcherson as Alternate Delegate
Representative: City Commission

L. NEW BUSINESS

1. Approve the renewal of the USTA contract as revised following negotiations between the City and USTA Florida. The updated agreement includes a ten-year term in exchange for USTA Florida committing to a one-time capital investment of \$1,150,000 to renovate the six existing tennis courts.
Staff Representative: AJ Hutson, Interim City Manager
Recommendation: Consider
2. 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

3. Adopt Ordinance 1699 on first reading, An Ordinance of the City of Cocoa Beach, Florida, adding a new Section 26-14, "Parking on City owned or Leased Property", of Article I, "In general", of Chapter 26, "traffic", of the code of ordinances of the City of Cocoa Beach; providing provisions for parking on city owned or leased property; and providing for CONFLICTS, codification, SEVERABILITY, AND AN EFFECTIVE DATE.
Staff Representative: David Dickey, Development Services Director.
Recommendation: Approve
4. Accept the Engineers' Recommendation of Award for the bid submitted by C & D Construction, Inc in the amount of \$913,787.30 for bid #CB25-007, Ramp Road Stormwater and Parking Lot Improvements. Allow staff to enter into contract with C & D Construction, Inc. This project was awarded grants from FDEP and Save Our Indian River Lagoon (SOIRL). This is a budgeted Capital Project.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve
5. Approve the Scope of Services for Construction, Engineering and Inspection (CEI) of the Ramp Road Parking Lot and Stormwater Improvements Task Order 16 with Jacobs Engineering Group in the amount of \$88,827. This is a budgeted item.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve
6. Adopt Resolution 2025-11 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, Amending Resolution 2023-05, a Master Resolution for Fees relating to parking; making findings; adopting revised fee schedule for parking; requiring posting of fees on website and implementation of new fees; and providing for an effective date.
Staff Representative: Hana Juman, Finance Director
Recommendation: Approve
7. Adopt Resolution 2025-14, a Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the fees for the various facilities of the Cocoa Beach Golf Course Country Club; making findings; and providing for an effective date. This is a change to the fee structure for Cocoa Beach Country Club Facility.
Staff Representative: Andi Segarra, Leisure Services Director
Recommendation: Approve
8. Adopt Resolution 2025-15 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, Establishing and updating a comprehensive schedule of fees for the Fire Department regarding Special Events, Fire Safety Inspections, Equipment Use, Training and related Fire Services; providing for severability, conflicts, and an effective date.

Staff Representative: Fire Chief, Justin Grimes
Recommendation: Approve

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



Community Redevelopment Agency (CRA) Commercial Visual Improvement Program Overview

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

The City of Cocoa Beach established its Community Redevelopment Area (CRA) in 2009 to promote the revitalization and redevelopment of properties located within the CRA district in order to improve the economic and social conditions of the City of Cocoa Beach. In an effort to increase awareness, economic productivity, and aesthetics within Cocoa Beach, the City is launching a grant program to assist property owners with making improvements to their commercial properties. The funds are dedicated to making improvements to commercial properties located in the CRA district.

PROGRAM DETAILS

- Designed to help reduce urban blight.
- Helps bring properties up to City code standards.
- Provides financial assistance for exterior improvements ONLY. (For example interior improvements are not eligible).
- Exterior improvements already completed are not eligible for reimbursement.
- Rebates 50 percent — up to a maximum CRA contribution of \$25,000 — of a project's renovation/upgrade/construction costs.
- All applications provided to the CRA Administrator must be approved by the CRA Board for approval. Only completed applications, including all supporting documentation, will be accepted.
- Owner must pay for soft costs, (including architect, engineer, permitting, etc.) These costs are not reimbursable.
- CRA funding is available annually by fiscal year budget cycle. The city will begin accepting applications for this program on October 1st. Funding is available from October 1st to January 1st of that fiscal year. After January 1st, further applications for that fiscal year will no longer be accepted due to budget constraints and timing of project scope.
- Funds will be allocated on a first come first served basis. Only one grant award per structure, based on the order of requests and available funds.

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.

- 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.) Reimbursement has to requested and disbursed by September 1 of that fiscal year due to budget constraints and timing of project scope.

REQUIREMENTS:

- Located within the Community Redevelopment Area. Must be zoned TC-Town center 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 judgement liens and all mortgage and tax obligations are current.
- No residential uses are eligible for this program.
- Must be current on property taxes.
- Work must result in a combination of 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 any external improvements required to bring a building/property up to code.
- All improvements must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA.
- Professional consulting services provided by General Contractors, Engineers, Architects, and Design Consultants must be licensed in the State of Florida, as applicable.
- 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 that are not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT/PROPERTY OWNER REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.

- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.
- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within fiscal year of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

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

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

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

APPLICANT INFORMATION

Applicant's Name: _____

Applicant's Corporate Name: _____

Applicant's Business Address: _____

Name of Business at Project Address: _____

City of Cocoa Beach Business Tax Receipt #: _____

Federal Tax ID Number or Social Security #: _____

Applicant Phone #: _____ Business Phone #: _____

Applicant Email Address: _____

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

___ Owner or ___ Tenant

PROPERTY INFORMATION

Property Owner's Name: _____

Property Owner's Mailing Address: _____

Property Address: _____

Alt Number(s): _____

Name of Tenant(s): _____

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

Property Manager: _____ Phone: _____ Email _____

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

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)**

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

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.

5. Current Number of Employees: Full-Time_____ Part-Time_____ Contract_____
- Number of Employees (Post Project Completion) Full-Time_____ Part-Time_____
- Contract_____

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$

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

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (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 _____

Type of Identification Produced _____

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

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

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

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

SIGNED AND SWORN TO before me

This _____ day of _____ by _____.

NOTARY SEAL:

Notary Public, State of Florida

My commission expires: _____



Community Redevelopment Agency (CRA)

Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

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

TIME FRAME:

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

PROPERTY/BUSINESS REQUIREMENTS:

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

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

REQUIREMENTS:

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

INELIGIBLE PROPERTIES:

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

APPLICANT REQUIREMENTS:

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

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

APPLICATION CHECKLIST:

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

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

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

APPLICANT INFORMATION

Applicant's Name: Daniel Todd

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

Applicant's Corporate Business Address: 142 Minutemen Causeway

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

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

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

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

Applicant's Email Address: Daniel@DirtyBirdsTikiBar.com

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

PROPERTY INFORMATION

Property Owner's Name: Giuseppe Conoscenti

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

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

Alt Number(s): _____

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

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

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

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

Total Applicant Funds: \$70,000 Total Anticipated Grant Request: \$35,000

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

We would like to beautify the "front yard" of this iconic City corner property by adding pavers, upgraded artificial turf, and palm trees.

This corner is arguably the most highly visible corner of the downtown Cocoa Beach. Leaving it looking raw and unfinished would not be good. We want to use quality materials, textures, and finish that enhances the attractiveness of our City corner. We are therefore looking to invest in a beautification improvement that greatly adds to the aesthetics of this area.

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

The current property has a large front area that is unfinished and unsightly. The surface is arid sand and dirt, and lacking vegetation. Every beach visitor who travels to and from the City parking garage walks along the South & East borders of this property. In addition, the North boundary fronts Minutemen Causeway, the epicenter of many pedestrian events and activities in the downtown area. We intend to install pavers, turf, and palm trees with irrigation and beautiful landscape lighting to turn this area into an attractive sight.

-
-
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.

The existing front lot was nothing but raw dirt/sand surface. Previous tenant had some artificial turf over some of this. We recently added tiki structures, but now would like to beautify the remaining unsightly unfinished areas.

It should be noted that the paver improvement work includes tying into the existing City pavers, however the City pavers stop short of the property line. Our pavers will come to our property line, which means the City will need to pay to "close the gap" to bring the City's pavers to the end of its property. The City manager said that he would wholeheartedly welcome the opportunity to have our project labor cover the cost of installing City pavers to complete this work (with the City providing pavers from its inventory)

Therefore, this project will actually save the City funds that would otherwise be needed for paver extension and repairs. We have spent over \$500,000 in improvements to this property to date. Without these funds, we do not have the resources to reasonably fund these proposed improvements. This grant will go a very long way towards improving the beautification of this key Downtown corner.

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

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

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

Contract 0

Number of Construction Workers for Project: 10

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
Install pavers & Turf	Savings/Cash on Hand	\$ 53,000
Install Palm Trees & irrigation	Savings/Cash on Hand	\$ 17,000
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$ 70,000

The rest of this page is intentionally left blank.

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

Signature of Applicant

6/12/25

Date

STATE OF FLORIDA

COUNTY OF Brevard

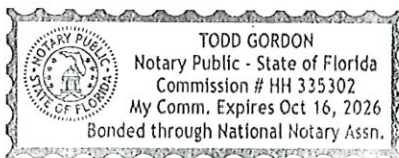
The foregoing instrument was acknowledged before me this 12th day of June, 2025, by Daniel Todd (name of person acknowledging).

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known OR Produced Identification FL-DL
Type of Identification Produced



LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

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

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

Giuseppe Conoscenti owner and/or authorized representative of 1427 LINCOLN BLVD N, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, 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 12th day of June. Authorized Signature: _____

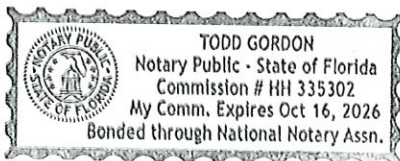
SIGNED AND SWORN TO before me

This 12th day of June by Giuseppe Conoscenti

NOTARY SEAL:

Notary Public, State of Florida

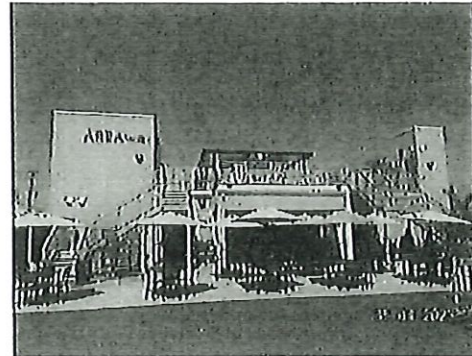
My commission expires: Oct 16 2026





REAL PROPERTY DETAILS
Account 2518005 - Roll Year 2024

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



VALUE SUMMARY

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

SALES / TRANSFERS

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

BUILDINGS

PROPERTY DATA CARD #1

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

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

PROPERTY DATA CARD #2

Building Use: 2110 - FAST FOOD RESTAURANT

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

COMMERCIAL LEASE

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

WITNESSETH:

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

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

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

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

2. Term

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

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

E



RePave - 1,000 sqft
New pavers - 2182 sqft
New Turf - 2120 sqft

1800 sqft new paver

Concrete Pad

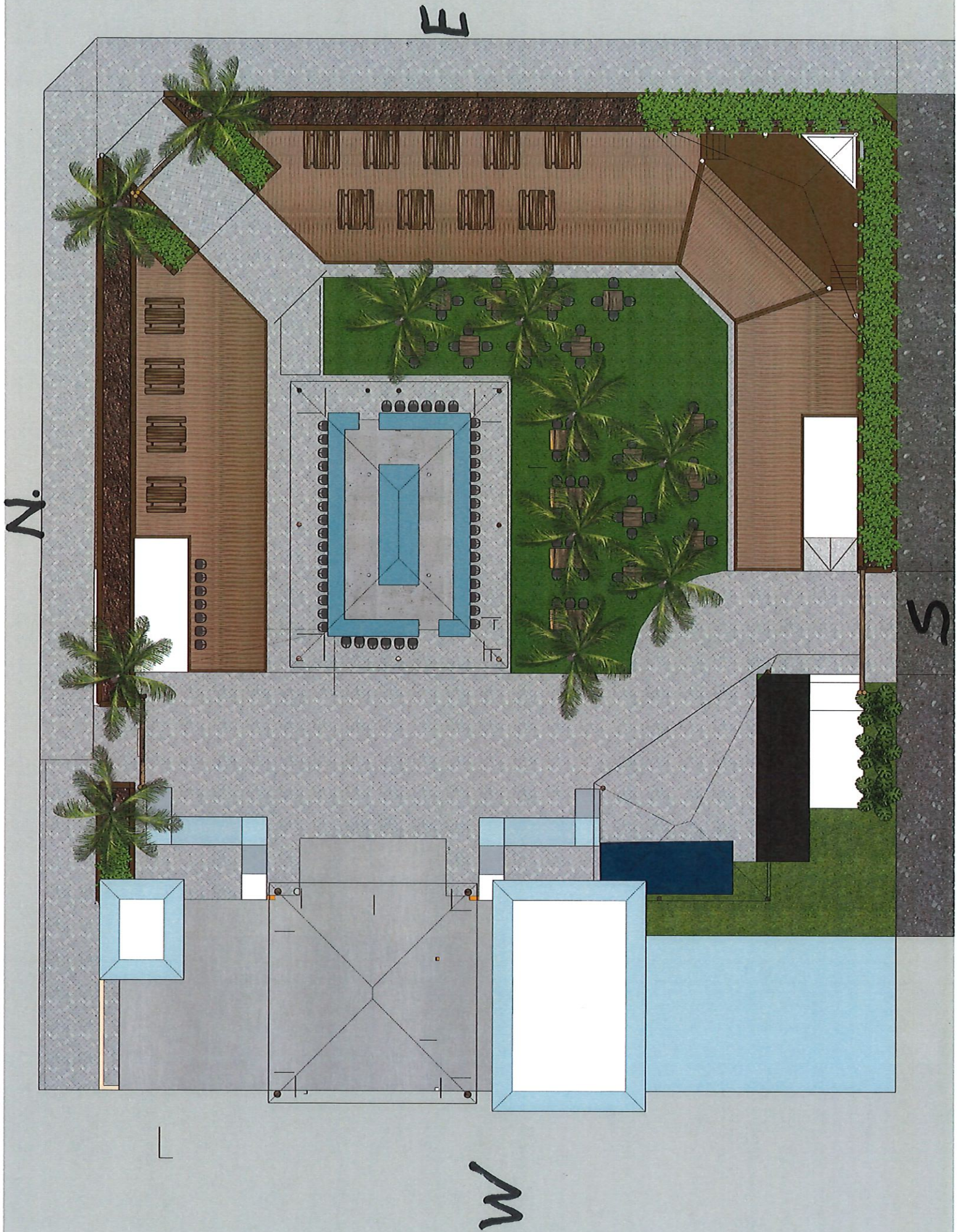
Turf
2120 sqft

Re-Pave
12x16
(192 sqft)

Pavers
190
sqft

W

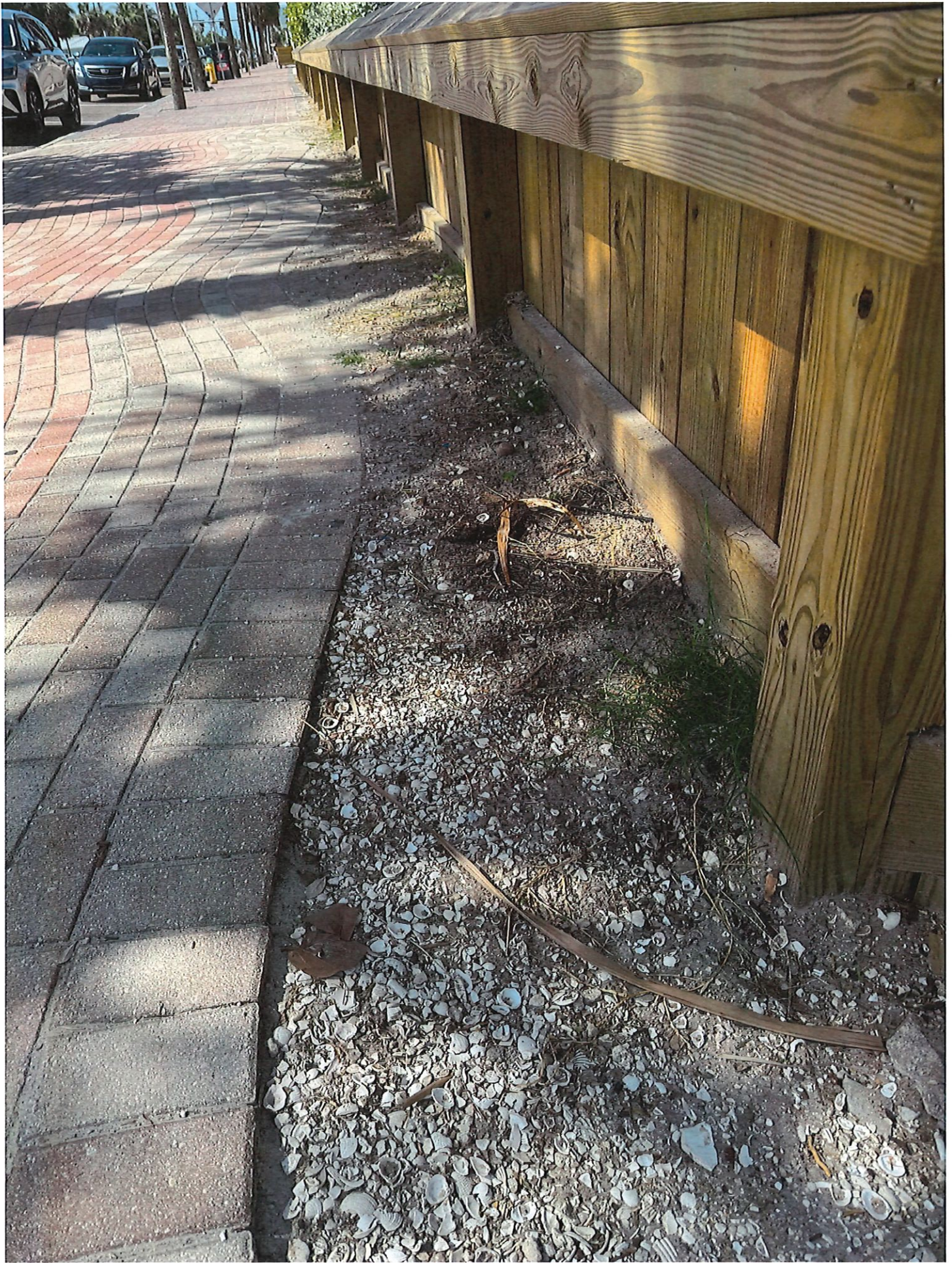
S











**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 S Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and 142 Minuteman LLC, hereinafter referred to as "Property Owner" and Daniel Todd, hereinafter referred to as "GRANTEE".

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

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

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

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

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

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

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Thirty Five Thousand Dollars (\$ 35,000) 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

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

APPLICANT INFORMATION

Applicant's Name: EPIC BOARDSPORTS, LLC

Applicant's Corporate Name: S/A

Applicant's Corporate Business Address: 358 N ORLANDO AVE CB 32931

Name of Business at Project Address: EPIC BOARDSPORTS LLC

Applicant's City of Cocoa Beach Business Tax Receipt #: BTR-20-782

Federal Tax ID Number or Social Security Number: 27-5377216

Applicant's Phone Numbers: 321-406-1964 Business 205-478-2689 Cell

Applicant's Email Address: info@epic-boardsports.com

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

Tenant ☒

PROPERTY INFORMATION

Property Owner's Name: Team XYZ, LLC

Property Owner's Mailing Address: 700 King Neptune Ln.
Cape Canaveral, FL 32920

Property/Project Address: 358 N Orlando Ave
Cocoa Beach, FL 32931

Alt Number(s): _____

Name of Tenant(s): EPIC BOARDSPORTS, LLC

Lease Expiration Date: 1/1/2037 Option to Extend: ☒ Yes ☐ No How Long: 15 Years

Property Manager: Jennifer Meacham Phone: 205-478-2689 Email: jen-mackey-meacham@yahoo.com

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

Total Applicant Funds: \$110,000 Total Anticipated Grant Request: \$40,000

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

- Our plan is to totally renovate the exterior of 358 N Orlando Ave. We plan to have roof replaced, new paint, His replaced facade with hardy plank siding and new paint. His site plan and renderings are included with his estimate. Our existing lighted cabinet road sign will be updated to include an LED Display. Plans and renderings are included with the sign estimate from Art Kraft sign company. A less expensive option is possible with Kendall Signs (included). Finally, the "Apron" along A1A is in disrepair and filled with potholes that FL DOT & CB leave unrepaired. This asphalt will be removed & replaced along with our parking lot. That will be re-stripped as well.

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

Our roof was replaced in 2023. During that replacement, the entire interior flooded. The facade was cut to accommodate the new roof in the process. However, the bulk of our working capital was used to repair the interior as there is no insurance money. Due to that, the facade is in dis-repair. The asphalt along A1A shoulder on the west side is full of potholes and poor repairs. Cars with little road clearance have been damaged entering & leaving the parking lots due to the condition of the shoulder or apron. The height of that repair the sidewalk, and our lot all need to match or have a more consistent grade so we'd like to replace our asphalt as well. It is also cracked & irregular due to age.

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.

The grant match would go a long way. Because of the aforementioned flood, we are involved in a lawsuit with the footer. His insurance company has yet to pay after 2 years. In order to maintain our 15 year old business, inventory, etc., we have poured our money into renovating the interior and have exhausted our budget for improvements. With the grant for the exterior, we can finish the renovation to the property and make our address look less dilapidated + blighted. It currently appears closed due to the condition of the windows + exterior.

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

The siding will need occasional caulking. However, Hardy Plank was chosen over stucco to limit need for maintenance as well as to provide a long-lasting solution to enhance the look of the exterior of the property. Asphalt will need sealing + striping every few years. Typically, we have Burton or Midgett do that. The sign modules will be replaced as they burn out.

5. Current Number of Employees: Full-Time 1 Part-Time 2 Contract 0
Number of Employees (Post Project Completion) Full-Time 2 Part-Time 1

Contract 0

Number of Construction Workers for Project: est. 6

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

Current = \$30,000

Projected = \$75,000

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
- Repair + update Front Facade	Savings	\$ 43,900
- Install Impact Windows + doors (already purchased)		\$
		\$
Remove + Replace Asphalt lot + apron		\$ 13,000
Update Road Sign with LED sign added		\$ 16,000 - 30,000
		\$
		\$
Total Project Budget		\$ 75,000

The rest of this page is intentionally left blank.

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

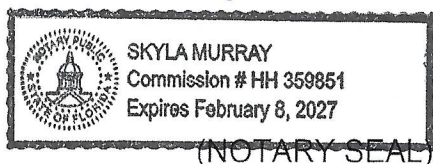
Jennifer M. Meacham
Signature of Applicant

6/13/25

Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13 day of June, 2025, by Jennifer Meacham (name of person acknowledging).



Smurray
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced DL DL

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"

Attachment "2"

Attachment "3"

Attachment "4"

Attachment "5"

Legal Description of the Property - see survey

Proof of Ownership or Leasehold Interest - see lease

Form of Façade Easement Deed & Building Façade

Maintenance Agreement

Scope of work and tentative schedule of improvements (p. 8)

CVIP Real Property Owner Consent (p. 10)

after
improvements
THIS
is made

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA
COUNTY OF BREVARD

I, Jennifer Meacham, owner and/or authorized representative of Team XYZ LLC, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by EPIC BOARD SPORTS, 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.

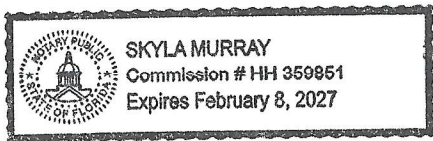
DATE this 13th day of June. Authorized Signature: Jennifer M. Meacham

SIGNED AND SWORN TO before me

This 13 day of June 25 by Jennifer Meacham

NOTARY SEAL:

Smurray



Notary Public, State of Florida

My commission expires: 02/08/27

Attachment "1" - Legal Description of Property

DESCRIPTION:

LOT 8, BLOCK 104 OF PLAT OF 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.

SPECIFIC SURVEY NOTES:

LOCATION - LANDS DESCRIBED LIE IN SECTION 10, TOWNSHIP 25 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.

BEARING STRUCTURE - BASIS OF THIS SURVEY IS REFERENCED TO SUBDIVISION RECORD PLAT

SPECIFIC REFERENCE - RIGHT OF WAY LINE OF ORLANDO AVENUE = S03°03'11"W

ELEVATION REFERENCE (IF ANY) - NOT APPLICABLE

FLOOD ZONE(S) - 'X' AS REFERENCED TO F.I.R.M. # 12009C0453 G BASE FLOOD ELEVATION (NGVD OF 1929) - N/A

PROPERTY ADDRESS - 358 NORTH ORLANDO AVENUE, COCOA BEACH, FLORIDA 32931

BREVARD COUNTY TAX ACCOUNT # - 2516561 JURISDICTION - CITY OF COCOA BEACH

GENERAL NOTES:

- A) **MONUMENTATION** - POINTS DESIGNATED AS "SET" ARE IRON RODS WITH RED PLASTIC CAPS OR METAL DISKS STAMPED "PACKARD / LS #3867".
- B) **IMPROVEMENTS / UTILITIES** - ONLY VISIBLE, ABOVE-GROUND FEATURES WERE LOCATED (UNLESS OTHERWISE NOTED). FOUNDATIONS, FOOTERS, IRRIGATION, SEPTIC SYSTEMS, UTILITY CONNECTIONS AND OTHER SUB-SURFACE IMPROVEMENTS WERE NOT LOCATED (UNLESS OTHERWISE NOTED).
- C) **FENCING** - DIMENSIONS FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE EXTERIOR FACE OR FABRIC SIDE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND / OR RIGHTS ARE UNKNOWN.
- D) **EASEMENTS** - THOSE DEPICTED (IF ANY) ARE REFERENCED TO THE SUBDIVISION RECORD PLAT, DEED, TITLE POLICY (IF FURNISHED) OR AS PROVIDED. A TITLE SEARCH FOR EASEMENTS, RIGHTS OF WAY AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THIS SURVEYOR.
- E) **POOLS** - IF DEPICTED, REPRESENT A GENERAL CONFIGURATION ONLY.
- F) **RESERVATION** - UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONING UNIT
ARC = LENGTH OF CURVE
BM = BENCHMARK
C&G = CURB & GUTTER
C/L = CENTERLINE
CBS = CONCRETE BLOCK STRUCTURE
C.L. = CHAIN LINK (FENCE)
CM = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
CPP = CONCRETE POWER POLE
CTV = CABLE TELEVISION FACILITY
D = DRAINAGE (EASEMENT)
DEL = CENTRAL ANGLE OF CURVE
DG = DOWN GUY
ELEC = ELECTRIC FACILITY
EP = EDGE OF PAVEMENT
EL = ELEVATION
F.F. = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT

FM = FORCE MAIN (SEWER)
FND = FOUND (FOR MONUMENTATION)
FPR = FIXED POINT OF REFERENCE
GAS = GAS LINE OR MAIN
HYD = HYDRANT
ID = CORNER IDENTIFICATION
IR = IRON ROD
LB = LAND SURVEYING BUSINESS
LP = LIGHT POLE
LS = LAND SURVEYOR
MES = MITERED END SECTION
MTR = METER (ELECTRIC / WATER)
M/H = MANHOLE
N&D = NAIL & DISK
N&T = NAIL & TIN-TAB (NO IDEN.)
OHW = OVERHEAD WIRES
O.R. = OFFICIAL RECORDS
PG. = PAGE
P.B. = PLAT BOOK
PC = POINT OF CURVATURE

P/L = PROPERTY LINE
PCG = POINT OF COMPOUND CURVATURE
PCH = PORCH
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
PU = PUBLIC UTILITY (EASEMENT)
RAD = RADIUS OF CURVE
RCP = REINFORCED CONCRETE PIPE
RU = REUSE
R/W = RIGHT OF WAY
SET = PLACED MONUMENTATION
TEL = TELEPHONE FACILITY
UGE = UNDERGROUND ELECTRIC
UGT = UNDERGROUND TELEPHONE
WTR = WATER MAIN
WLP = WOOD LIGHT POLE
WPP = WOOD POWER POLE

r.m. packard
& assoc., inc.

surveying & mapping

197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: 321-632-6335 * FAX: 321-631-7392

FLORIDA CORPORATE CERTIFICATE #6649



PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS SURVEY BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR

TEAM XYZ, LLC

FIDELITY BANK OF FLORIDA
WATSON, SOILEAU, DELEO & BURGETT, PA
COMMONWEALTH LAND TITLE INSURANCE COMPANY

DATE/JOB: 6/20/18 BOUNDARY (LOT 8) 18-122

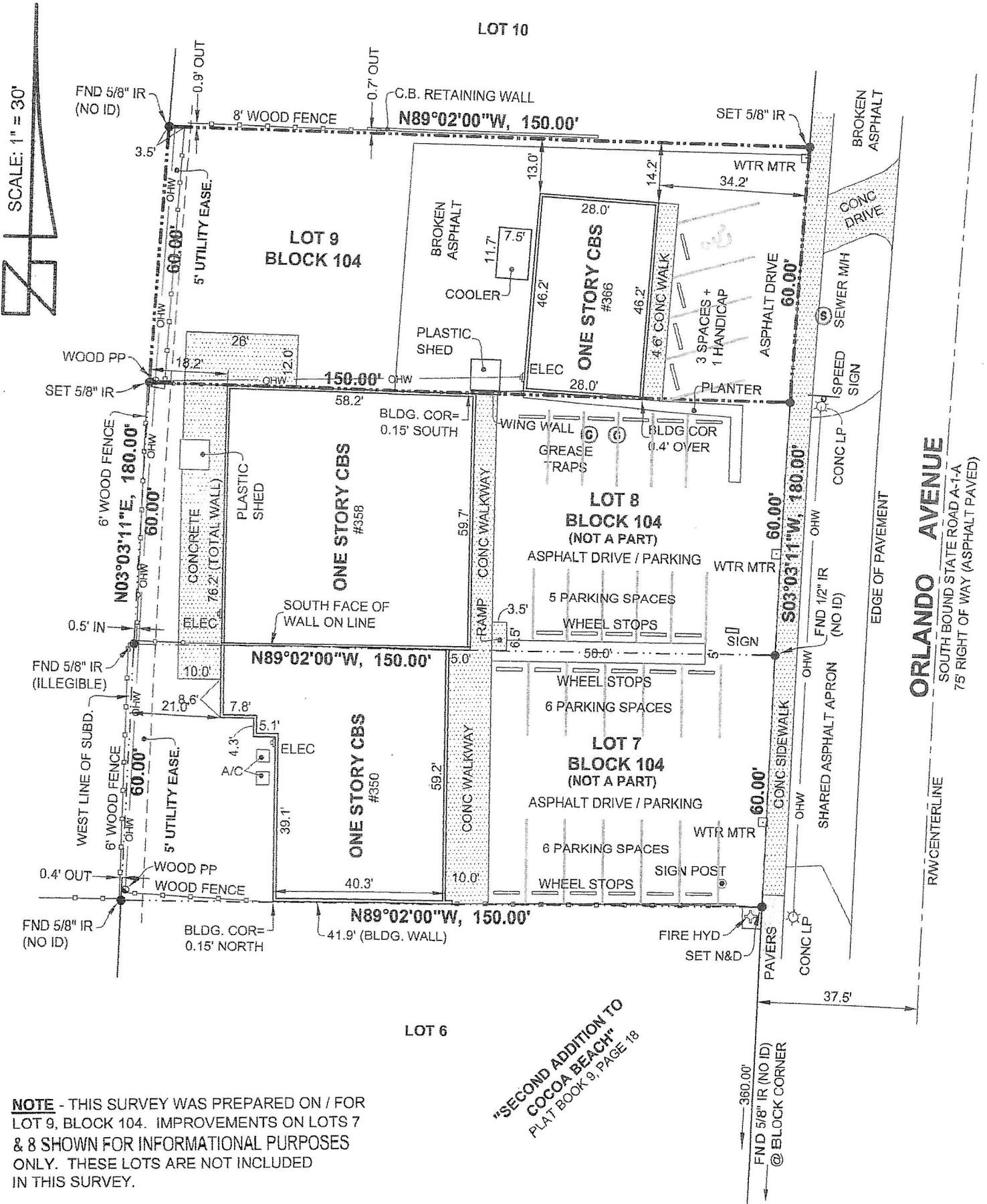
NOTE: PURCHASE / MORTGAGE

NOT VALID WITHOUT ORIGINAL SIGNATURE & EMBOSSED SEAL

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLC BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 53-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES (SUBJECT TO NOTES HEREON).

ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3867

SCALE: 1" = 30'



Prepared by and return to:

Stacy L. Burgett, Esq.
Watson, Soileau,
Deleo & Burgett, P.A.
3490 North US Highway 1
Cocoa, Florida 32926
(321) 631-1550
Our File No: 18-3832

CFN 2018161033, OR BK 8216 PAGE 781.
Recorded 07/19/2018 at 10:53 AM, Scott Ellis, Clerk of Courts,
Brevard County
Doc D: \$5600.00 # Pgs:2

TRUSTEE'S WARRANTY DEED

GRANTOR: **ANTOINETTE PRISCO, INDIVIDUALLY AND AS TRUSTEE OF THE DOMENICK PRISCO AND CONSTANCE P. PRISCO TRUST DATED DECEMBER 11, 1996, AS AMENDED AND RESTATED JULY 6, 2016 AND AS SUBSEQUENTLY AMENDED AND RESTATED AUGUST 6, 2016**

GRANTEE: **TEAM XYZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

GRANTEE'S MAILING ADDRESS: 350 N. ATLANTIC AVENUE, COCOA BEACH FL 32931

DATE: **July 18**, 2018

LEGAL DESCRIPTION OF PROPERTY LOCATED IN FLORIDA:

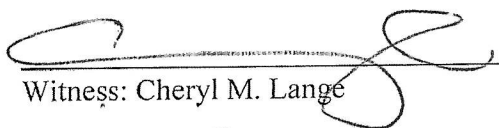
Lots 7, 8 and 9, Block 104, Plat of Second Addition to Cocoa Beach, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Brevard County, Florida.

THE PROPERTY DESCRIBED HEREIN IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR NOR ADJACENT THERETO. SAID GRANTOR RESIDES AT THE ADDRESS LISTED BELOW HER SIGNATURE.

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

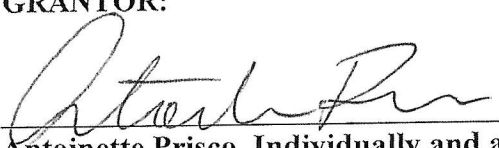
This conveyance is subject to restrictions and easements of record, and taxes for the year 2018.

Execution of deed witnessed by:


Witness: Cheryl M. Lange


Witness: Diana L. Archambault

GRANTOR:


**Antoinette Prisco, Individually and as
Trustee of the Domenick Prisco and
Constance P. Prisco Trust Dated December
11, 1996, as Amended and Restated July 6,
2016 and as subsequently Amended and
Restated August 6, 2016**
34 Fairway Drive
Cocoa Beach, FL 32931

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18 day of July 2018, by **Antoinette Prisco, Individually and as Trustee of the Domenick Prisco and Constance P. Prisco Trust Dated December 11, 1996, as Amended and Restated July 6, 2016 and as subsequently Amended and Restated August 6, 2016**, who are personally known to me ✓ or who have produced Florida D/L as identification and who did not take an oath.

(SEAL)



DIANA L. ARCHAMBAULT
MY COMMISSION # FF 917966
EXPIRES: December 15, 2019
Bonded Thru Budget Notary Services


Notary Public
Print Name: _____
My Commission Expires: _____

AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT made the 1 day of JANUARY, 2022 (the "Effective Date"), by and between Team XYZ, LLC whose mailing address is 700 KING NEPTUNE LN CAPE CANAVERAL, FL 32920, ("Landlord"), and EPIC BOARDSPORTS, LLC a Florida Limited Liability Company, whose mailing address is 358 N ORLANDO AVE. Cocoa Beach Fl 32931 ("Tenant").

WITNESSETH:

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

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

1. DEMISED PREMISES: Landlord hereby rents and demises to Tenant, and Tenant hereby hires, leases and takes from Landlord the ground floor of the building situated at and on that certain real property situated in Brevard County, Florida, with a street address of 358 N Orlando Ave., Cocoa Beach, FL 32931 ("demised premises" or "leased premises"), being a certain portion (but not all) of the property legally described as:

Lot 8, Block 104, Cocoa Beach, according to the Plat thereof, recorded in Plat Book 9, Page 18 Public Records of Brevard County, Florida.

2. COMMENCEMENT DATE: JANUARY 1, 2022 (the "Commencement Date").

3. TERM: The term of this Lease shall be for one (15) year term commencing on the Commencement Date.

4. RENTAL:

a. Rental Payment: Tenant agrees to pay to Landlord for the rental of the demised premises, in advance, without set off or deduction, at the address of the Landlord set forth herein, or at such other place as the Landlord may from time to time designate in writing, the following sums:

(1) The base rent payments shall commence JANUARY 1, 2022 being the Commencement Date. In the initial FIFTEEN (15) year term of this lease, the rent shall be in the amount of \$5,800 per month annualized in the amount of SIXTY NINE THOUSAND AND NO/100TH DOLLARS (\$69,600.00) which shall be referred to as the "Base Monthly Rent." The Base Monthly Rent, plus sales tax (which shall be Tenant's sole responsibility and currently State of Florida sales tax is 2.0% per month, plus Brevard County's additional sales tax currently 1%

and these figures will change from time to time in accordance with County and State of Florida Sales Tax Rates), shall be payable to Landlord and to the State of Florida on or before the 5th day of each month, in the amount set forth below:

Base Monthly Rent	\$5,800
Sales tax (3.0%)	\$ 174.00
Monthly CAM (estimated)	__514.00__
Total	\$ _6488.00_____

(2) Tenant shall pay Landlord the sum of TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS (\$2,500.00) as a security deposit simultaneous with execution of this Lease, to be held as a non-interest-bearing security deposit for the full and faithful performance at each and every provision of this lease by Tenant, his employees, agents, guests or invitees. Said security deposit shall be returned to Tenant, without interest, upon proper expiration of this lease and delivery of possession of the Premises to the Landlord in a clean and like condition as when received, normal wear and tear excepted. In the event that Landlord finds it necessary to assess any charge against the security deposit, the Tenant shall be entitled to receive written notice of the amount and reason for such charges. Tenant understands that if there are damages beyond reasonable wear and tear, its liability is not limited to the amount of the security deposit. It is further understood that under no circumstances is this security deposit to be used for, or considered to be part of, any rent due. Upon the expiration of this Lease, or any extension thereof, if the option to renew is not exercised, the security deposit without interest shall be refunded to Tenant within thirty (30) days from final lease termination date.

(3) Tenant will pay the rent herein reserved at the times and in the manner aforesaid, and should said rent herein provided at any time remain due and unpaid for a period of five (5) days after same shall become due, Landlord may impose and collect a late charge of Ten (10%) percent of that portion of the payment which remains past due. If said rent continues to be unpaid beyond said five-day period, Landlord may, at Landlord's option, exercise Landlord's rights provided herein, in addition to any other remedies afforded Lessor by law.

(4) The parties hereto agree that this Lease is intended to be a triple-net lease wherein Tenant agrees to pay monthly its pro rata share all real estate taxes, insurance (as supplied by Landlord) based upon the percentage of the total square footage occupied by tenant as described herein. (described in 4.a.(3), 4.a.(4), 4.a.(5) and 4.a.(6) below), and maintenance on the property including but not limited to plumbing, electrical, HVAC (heating, ventilation and air conditioning), windows and doors, ("Additional Rent") in addition to any normal fees that are expended under this Lease such as rent, sales tax, utilities, etc. Tenant shall further be 100% responsible to Landlord for any additional taxes and insurance and any other cost or increase in cost that the Landlord may incur due to tenant's buildout.

(5) Tenant must, at its own expense during the Lease Period, keep all improvements, fixtures, equipment, and merchandise on the Leased Premises insured against loss

or damage by fire or theft with extended coverage, if obtainable at a price not to exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per year. In addition to coverage for fire and theft, insurance will cover direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the total amounts of not less than the full fair insurable value of the Leased premises and items insured. The insurance is to be carried by one or more insurance companies licensed to do business in Florida. The insurance policy or policies must name both Landlord and Tenant as named insureds. The policies must provide that any proceeds for loss or damage to buildings, structures, or improvements are payable solely to Landlord, who will use the sum for repair and restoration purposes. The policy or policies must also provide that any proceeds for loss or damage to fixtures, equipment or merchandise are payable solely to Tenant, who will use the sum to repair or replace the lost or damaged fixtures, equipment, or merchandise, to ensure Tenant's continued operation on the premises. The insurance policy or policies must name Landlord and Tenant as named insureds.

(6) **Liability Insurance.** Tenant, at its own expense, must provide and maintain in full force and effect during the lease term liability insurance in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The policy must cover Landlord as well as Tenant and must be with one or more insurance companies authorized to transact business in Florida and approved by Landlord. Proof of such insurance must be provided to Landlord, and Landlord must be named as a party to be notified in case of cancellation thereon.

(7) **Casualty Insurance.** Throughout the Lease Term, Tenant shall keep or cause to be kept insurance against loss or damage by fire, explosion, vandalism, malicious mischief, wind and all other hazards customarily included in an all-risk extended coverage insurance policy in an amount equal to the full replacement cost of the premises and other related improvements. Tenant covenants that any proceeds from the aforementioned casualty insurance policy shall be used to rebuild or restore the Premises. The insurance policy or policies must name Landlord and Tenant as named insureds.

(8) **Remedy for Failure to Provide Insurance.** Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates when Landlord delivers possession to Tenant or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to immediate reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest to accrue thereon at the rate of eighteen (18%) percent annually from the date of payment by Landlord until reimbursement in full.

5. **RENT ESCALATION.** Base Monthly Rent shall increase at the rate of three percent (3%) per year.

6. **RENT DEFAULT:** If any sum of rent due under the terms of this Lease is not paid within five (5) days after its due date, the provisions of paragraph 17, DEFAULT set forth below shall apply.

7. **ALTERATIONS, REPAIRS AND MAINTENANCE.**

a. Except as provided herein, no alterations or additions shall at any time be made by Tenant without Landlord's prior consent, which consent shall not be unreasonably withheld. If Landlord shall give its consent, all work, repairs, and alterations made by Tenant shall be done in a good and workmanlike manner and in compliance with any applicable governmental rule and regulations and the costs thereof shall be paid by Tenant in cash or the equivalent, so that the demised premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised premises. All work must be performed by licensed and insured contractors. Except as otherwise provided herein, any alterations shall immediately become the property of the Landlord subject only to the use of same by Tenant during the terms of this Lease. All Lease Hold improvements equipment shall remain the property of Tenant, subject to any liens or encumbrances thereof

b. Tenant shall not commit or suffer to be committed any waste or nuisance upon the leasehold premises.

c. Nothing contained in this agreement shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the demised premises or upon or in the building or improvements thereof; it being agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made to the demised premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Landlord nor the demised premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work or material furnished to the demised premises or any part thereof. Tenant shall upon request of Landlord deliver such documents as may be required by Landlord in order to effectuate the lien protection required by this paragraph. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and material to the premises and building or any part thereof. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money shall be filed against the demised premises or any building or improvement thereof, or against Landlord, (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, within fifteen (15) days after the date of filing thereof, cause the same to be canceled and discharged of record, or furnish Landlord with a surety bond issued by a surety company reasonably satisfactory to Landlord, protecting Landlord from any loss because of nonpayment of such lien claim, and further, shall indemnify and save harmless the Landlord from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney fees, resulting thereupon or by reason thereof.

d. Tenant will not permit any mechanic's lien or liens to be placed on either the premises, equipment or improvements on the premises. If a mechanic's lien is filed on the premises, equipment, or on improvements to the premises, Tenant will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on the premises (including expenses and interest

incurred in such amounts) will be due from Tenant to Landlord. Such amount must be repaid to Landlord immediately upon rendition of written notice, along with interest at eighteen (18%) percent annually until repaid in full.

e. Landlord's interest in the premises is not subject to mechanics' liens for improvements made or contracted for by Tenant. Tenant must give written notification of this lease provision to all contractors making any improvements on the premises, including the initial build out.

8. USE OF PREMISES. Tenant shall use the premises as a retail apparel, accessories, surf sale of related merchandise.

9. INDEMNITY AND LIABILITY INSURANCE: Tenant agrees to and does hereby indemnify and save Landlord harmless against any and all claims and demands, and the defense thereof, arising from the conduct or management of the business conducted by Tenant in the demised premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this agreement or from any act or negligence of Tenant, its agents, contractors, servants and employees, in or about the demised premises. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

10. NO WAIVER. No delay or omission of the exercise of any right by Landlord shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more failures to enforce any covenant, term or condition of this agreement by Landlord shall not be deemed waived or varied because of Landlord's failure or delay in taking advantage of any default, and Landlord's acceptance of any payment from Tenant with knowledge of any default shall not constitute a waiver of Landlord's rights to respect to such default or any other requirement of this agreement. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to Landlord.

11. END OF TERM. Upon the termination of this agreement, Tenant shall quit and surrender to Landlord the demised premises, "broom clean" in good order and condition (as applicable to improvements, if any), ordinary wear and damage by the elements excepted. Tenant shall surrender all keys, codes, and other access devices for the rented premises to Landlord at the place then fixed for payment of the rent. Tenant shall remove all property of Tenant as directed by Landlord and failing so to do, Landlord may cause all of the said property to be removed at the expense of Tenant and stored in a storage warehouse or facility and Tenant hereby agrees to pay all costs and expense thereby incurred. Tenant's obligations to observe or perform this covenant shall survive the termination of the terms of this agreement.

12. RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as constituting the Landlord to be a partner of Tenant in the, conduct of Tenant's business, or as creating the relationship of principal and agent or joint venture between the parties hereto, it being the intention of the parties hereto that the relationship

between them is and shall at all times during the term of this agreement be and remain that of Landlord and Tenant only.

13. TENANT'S SIGNS: Tenant shall have the right to maintain signs on the demised premises. The signs shall conform in every way with the rules and regulations of the building department having jurisdiction and with any law or ordinance of the state, county, and municipality (if applicable), and Tenant agrees to and does hereby indemnify and hold Landlord harmless from all claims by reason of the maintenance of the signs. Tenant shall be responsible for obtaining signage approvals. No sign shall be erected without first obtaining the written consent of Landlord as to design, materials and placement.

14. UTILITIES: Tenant shall be responsible for paying all charges assessed for utilities provided to the subject premises and for the payment of all deposits which may be required by the various providers of utilities. Tenant shall inform the utility providers that Tenant is the responsible party for utility payments no later than the Commencement Date. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, heat, gas, electric current for light and power, telephone, sewerage, or any other service.

15. DAMAGES BY FIRE OR CASUALTY AND HAZARD INSURANCE:

a. If the premises are damaged by fire or other insured casualty to the extent of less than one-half ($\frac{1}{2}$) of the replacement value thereof, and the same did not occur through any act or failure to act on the part of Tenant, this Lease shall remain in full force and effect, and the Landlord shall promptly repair such damage, and in that event, there shall be a proportionate abatement of rent for so much of the premises as may be untenable during the period of repair or restoration. If the premises are damaged by fire or other casualty to the extent of more than one-half ($\frac{1}{2}$) of the replacement value thereof, or if such damage is due to any act or failure to act on the part of Tenant, this lease shall terminate at the option of Landlord upon written notice given within thirty (30) days after such occurrence. If this option is not exercised by Landlord, then this Lease shall continue in full force and effect, and the Landlord shall promptly repair such damage at its expense, and in that event, there shall be a proportionate abatement of rent for so much of the premises as may be untenable during the period of restoration.

b. Tenant shall be responsible for providing fire, flood, windstorm, and extended perils casualty insurance coverage on the building improvements and furnishings, naming Landlord as an additional insured and as discussed in paragraph 4, Rental, above.

16. ACCESS TO PREMISES/LANDLORD'S EASEMENT: Landlord expressly reserves for itself and its representatives the following rights:

a. Landlord should have to give 5 day notice in writing unless and emergency to enter the demised premises at reasonable times and without unreasonable interference with Tenant's business to examine or make such repairs, additions, or alterations as it may deem necessary for the safety, improvement or preservation thereof, of the building;

b. To enter the demised premises for the purpose of exhibiting the premises to prospective purchases or tenants within one (1) month of the expiration or sooner termination of the Lease;

c. To enter and decorate, remodel, repair, alter or otherwise prepare the premises for occupancy during or after the time Tenant abandons or vacates the premises or otherwise defaults hereunder.

17. DEFAULT:

a. Landlord lawfully may, at its option, immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and the Landlord may immediately, or at any time thereafter, re-enter and resume possession of the premises and remove all persons and property therefrom either by summary dispossession proceedings or by a suitable action or proceeding at law or in equity or by force or otherwise, without being liable for prosecution or any damages therefor, if any of the following events shall occur (notwithstanding any waiver of any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance).

(1) Tenant shall default in the payment of any rent or other payments required of Tenant, or any part thereof, and if such default shall continue for five (5) days after the payment shall be due;

(2) Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed; and if Tenant shall fail to cure said default within Ten (10) days after written notice of said default from Landlord;

(3) Any person shall levy upon, take, or attempt to take this leaseholder interest or any part thereof upon execution, attachment or other process of law;

(4) The premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of thirty continuous (30) or more days;

(5) This Lease or any interest herein shall by operation of law evolve upon or pass to any person or persons other than Tenant; or

(6) There is a filing of any petition or adjudication in the bankruptcy or other debtor's proceeding by or against the Tenant or if a receiver is appointed.

b. If Tenant shall default as provided for herein, the Landlord may, instead of terminating the Lease, in the alternative, retake possession of the demised premises on the account of the Tenant. No such re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease. The Landlord may re-let the whole or any part of the premises for a period equal to, or greater or less than, the remainder of the term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to re-let the premises, or in the event of such reletting, for failure to collect the rent thereunder. In the event of the

Landlord so taking possession for the account of the Tenant, the Landlord may receive the rent for said premises on such reletting, applying the same first to such expenses as the Landlord may be put to in re-entering and reletting the same and then to the payment of the rent due by these presents, and the balance, if any to be paid over to the Tenant, who shall remain liable for any deficiency. It is specifically agreed that among the expenses to which any rent collected by the Landlord for the account of Tenant may be applied are the following:

(1) Reasonable attorney fees, paralegal fees and costs incurred by the Landlord in recovering possession of the premise.

(2) All reasonable costs and charges for the clean-up and care of the premises.

(3) An amount equal to all expenses incurred by the Landlord in connection with the reletting of the premises or any part thereof; including broker's commissions, advertising expenses, and the cost of repairing, renovating or repairing the premises; all of which amounts of expense set forth in above, the Tenant agrees to pay to the Landlord and same shall be due and payable by the Tenant to the Landlord at such times as the expenses, costs and charges shall have been incurred; and notwithstanding any retaking possession by Landlord for the account of Tenant, Tenant shall be and remain liable for the amount of all minimum rent, additional rent and other charges required to be paid by the Tenant under this Lease, less the rent, if any collected by the Landlord on reletting the premises.

18. ATTORNEY FEES: In the event any litigation arises as a result of this Lease, the prevailing party shall be entitled to collect all reasonable attorney fee, including paralegal fees, and costs, and fees and costs for appellate proceedings.

19. LIEN FOR RENT: It is specifically agreed between the parties hereto that Landlord shall have a lien for rent and additional rent and any other monies payable under this agreement, upon all of Tenant's tangible and intangible property, including without limitation machinery, fixtures and equipment at any time located upon or about the leasehold premises. In this regard, this Lease shall also be considered as a security agreement under Article 9 the Uniform Commercial Code as adopted by the State of Florida.

20. HOLDOVER TENANT: If the tenant occupies the premises after expiration of the lease term then the tenant agrees to pay double monthly base rent until such time the tenant vacates. This paragraph shall not be considered as an extension to the lease and landlord shall have all remedies available at law to evict and collect money damages from the tenant as a holdover tenant.

21. TENANT'S EQUIPMENT: Subject to any liens thereon, Tenant shall have the right to remove from the premises at the end of the term of this Lease all equipment and fixtures which are owned by Tenant, provided, however, if Tenant is in default of the terms of this Lease, Tenant shall not remove any such equipment or fixtures until all of Tenant's obligations under this Lease and the Landlord's lien has been fully satisfied.

22. NOTICES: All notices to be given under the terms of this agreement shall be in writing

and shall either be served personally by process server or sent by prepaid, certified or registered mail to the address of the parties set out above.

23. CAPTIONS: The paragraph captions contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs and are in no way to be construed as a part of this agreement.

24. DEFINITIONS: Words of any gender used in this agreement shall be held to include any other gender. Words in the singular shall be held to include the plural when the sense requires.

25. EXCULPATION: Tenant agrees that Tenant shall look solely to Landlord's interest in the property on which the demised premises are located for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or assets of Landlord, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or order.

26. INSURANCE AND DAMAGE TO TENANT'S PROPERTY: All personal property placed or stored in the premises shall be at the risk of the Tenant or the owner thereof, and Tenant assumes all risks of any damage to Tenant's property that may occur by reason of water or the bursting, obstruction or leaking of any pipes or wastewater about said premises, or from any act of negligence of any co-tenant or other occupants or visitors of or onto the building of which the premises be a part, or of any other person, fire or hurricane, or other act of God, or from any cause whatsoever. Tenant, for its own protection may carry insurance on the personal property owned by Tenant but, in any event, Landlord shall have no obligation to Tenant in this regard.

27. ENTIRE AGREEMENT: This agreement contains the entire and only agreement between the parties concerning the demised premises and no prior oral or written statements or representations, if any, of any party hereto or any representative, of any party hereto, not contained in this instrument, shall have any force or effect other than the option contract mentioned herein. This agreement shall not be modified in any way except in writing executed by Landlord and Tenant.

28. SUCCESSORS IN INTEREST: All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, legal and personal representatives, successors and assigns. In the event Landlord or any successor owner of the demised premises shall convey or otherwise dispose of the demised premises, all liabilities and obligations of Landlord or such successor-owner as Landlord under this agreement shall terminate upon such conveyance or disposal and written notice thereof to Tenant.

29. SUBORDINATION: Tenant agrees that this agreement shall, at Landlord's option, at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by Landlord and Tenant agrees, upon demand and without cost, to execute such instruments as may be required to further effectuate such subordination.

30. RECORDING: This Lease shall not be recorded in the public records of any county.

31. RESTRICTIONS: Tenant agrees to comply with any and all declarations, bylaws, rules, regulations, and other restrictive or governing documents appurtenant to the rental premises. Tenant agrees that it has been provided copies of same and is solely responsible for compliance with same.

32. GOVERNING LAW, VENUE, FORUM: The laws of the State of Florida shall govern this Lease. Venue for all legal proceedings concerning this Lease shall be in the Eighteenth Judicial Circuit Court in Brevard County, Florida. This Lease shall not be construed either for or against Tenant or Landlord, but shall be construed in accordance with the general tenor of the language to reach a fair and equitable result.

33. EMINENT DOMAIN: If the whole or any part of the Property shall be taken or condemned by a competent authority for any public or quasi -public use or purpose (or sold to such an authority pursuant to a threat of such taking), and the taking or sale shall render the Property untenable to Tenant's purpose, this Lease shall terminate on the date possession is delivered to the condemning authority. Tenant will be responsible for all of the rent as heretofore set forth to the date of such taking or purchase, after which date the rent herein reserved shall be reduced proportionately as the usable area of the remaining leased space on the Property compares to the usable area of the leased space before such taking or purchase. In no event shall Tenant have any claim to any award made as a result of a condemnation, taking, or sale in lieu of condemnation, nor shall Tenant have any claim against Landlord for the value of any unexpired Term of this Lease.

34. RADON GAS: Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

35. HAZARDOUS MATERIALS:

a. By the term "Hazardous Materials," it is meant:

(1) "Hazardous Materials" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and otherwise amended from time to time and interpreted in regulations issued thereunder;

(2) "Hazardous Waste" as that term is defined in the Resource Conservation and Recovery Act of 1976, as amended from time to time and interpreted in the regulations issued thereunder;

(3) "Chemical Substance" as that term is defined in the Toxic Substances Control Act, as amended from time to time and interpreted in regulations issued thereunder, specifically including, without limitation, polychlorinated biphenyls; and

(4) Any other material whose nature and/or quantity of existence, use, manufacture or effect renders it subject to Federal, state or local laws or regulation, investigation,

remediation or removal.

b. In the event Hazardous Materials, including, but not limited to asbestos, are discovered on or about the leased premises (and the presence of Hazardous Materials on the leased premises were not caused by the Tenant) and Tenant reasonably determines that the presence of such Hazardous Materials and/or any remedial actions taken with respect to such Hazardous Materials will materially interfere with Tenant's use and enjoyment of the leased premises or present a potential health hazard to persons using the leased premises, Tenant may terminate this Lease effective upon the date specified in a written notice from Tenant to Landlord. The foregoing right of termination shall be Tenant's exclusive remedy against Landlord with respect to such Hazardous Materials; provided, however, that nothing contained herein shall diminish or impair the obligations of Landlord under Subparagraph (d) below.

c. Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's personal representatives, successors and assigns, from and against any and all claims, losses, liens, damages and judicial proceedings and orders, judgments, custodial action requirements, enforcement actions of any kind, which may be asserted against Landlord, and all costs and expenses incurred in connection therewith, arising out of the presence or suspected presence on or under the leased premises of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under, or from the leased premises, which condition exists during the term of this Lease, as the same may be extended, and which are (1) caused by Tenant; or (2) any activity carried on or undertaken on or off the leased premises during the term of this Lease, as the same may be extended, whether by Tenant or any employees, agents, contractors or subcontractors of Tenant, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials located in, on, or under the leased premises.

d. Landlord agrees to indemnify, defend and hold harmless Tenant, Tenant's personal representatives, successors and assigns, from and against any and all claims, losses, liens, damages and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, which may be asserted against Tenant, and all costs and expenses incurred in connection therewith, arising out of (1) the present or suspected presence on or under the leased premises of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the leased premises, which condition exists during the term of this Lease, as the same may be extended, and which are caused by Landlord; or (2) any activity carried on or undertaken on or off the leased premises during the term of this Lease, as the same may be extended, whether by Landlord or all employees, agents, contractors or subcontractors of Landlord, in connection with the handling, treatment, removal, storage, decontamination, clean up, transport or dispense of any Hazardous Materials located in, on, or under the leased premises.

e. The provisions of this Section shall survive the termination of this Lease.

36. **AUTHORITY.** If Tenant is a corporation or limited liability company or other organization, it shall provide minutes of the meeting authorizing Tenant to enter into this Lease Agreement with Landlord prior to moving into the leased premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF COCOA BEACH
2 SOUTH ORLANDO AVENUE
P.O. BOX 322430
COCOA BEACH, FL32932

**BUSINESS TAX RECEIPT &
CERTIFICATE OF USE**
September 30, 2025



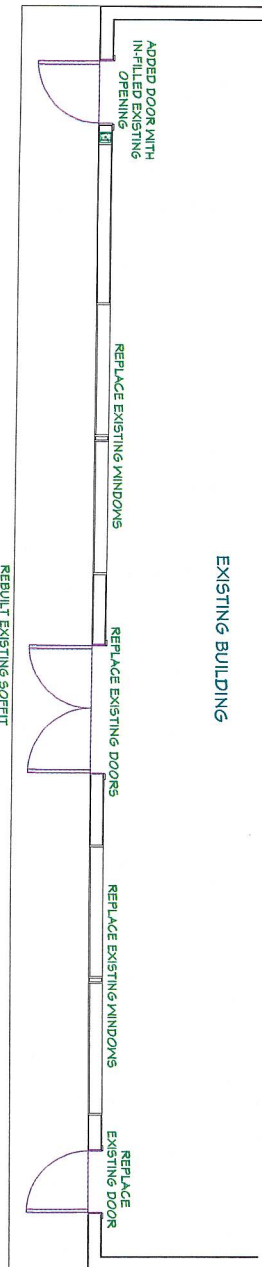
Business Name : EPIC BOARDSPORTS, LLC
Location addr : 358 ORLANDO AV N
Lic Nbr/Class : BTR-20-782
Issue date : October 16, 2024
Lic Fee : \$115.25
Penalty :
Total : \$115.25
Description : SURF GEAR/SPORTING GOODS
Comments :

EPIC BOARDSPORTS, LLC
358 N ORLANDO AVE
COCOA BEACH FL 32931

*Upon a change of ownership or location, Business
Tax Receipt should be transferred within 10 days.*
Development Services Department
321.868.3358

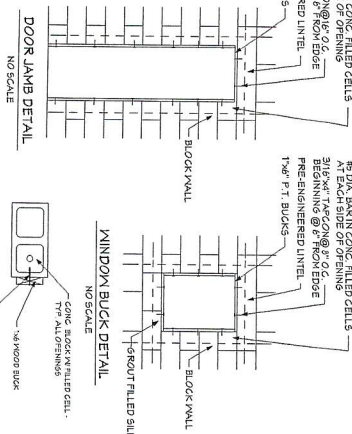
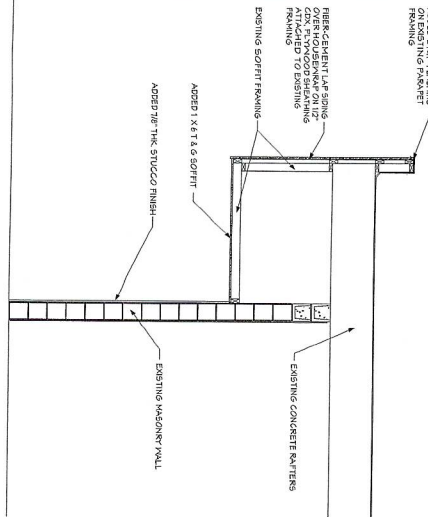
Official document, display business tax receipt in a conspicuous place

EXISTING BUILDING

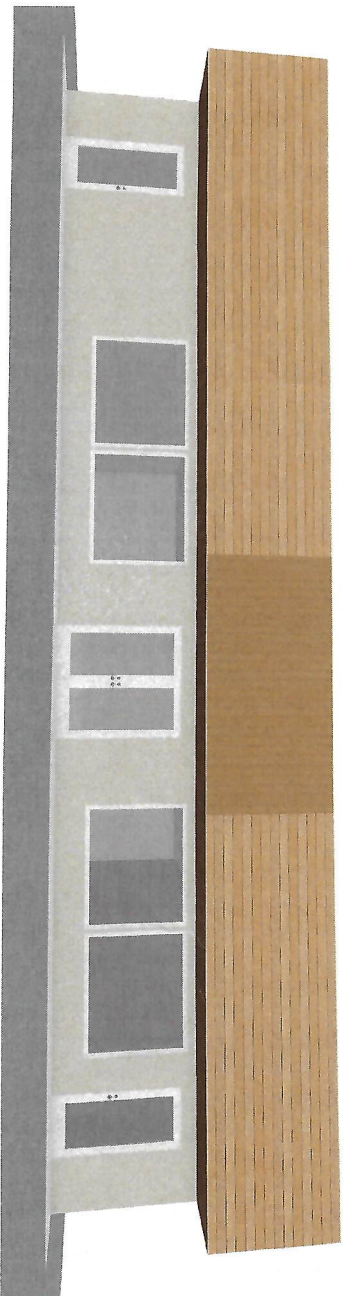


FLOOR PLAN
SCALE: 1/4" = 1'-0"

REBUILD EXISTING SOFFIT



SECTION AT SOFFIT REBUILD AREA
SCALE: 1/2" = 1'-0"

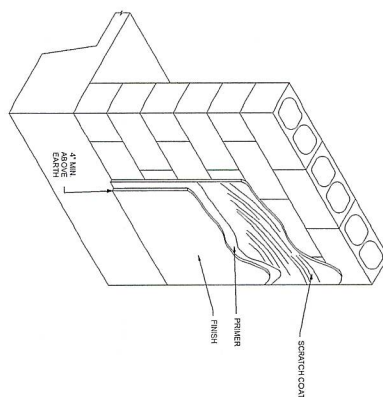
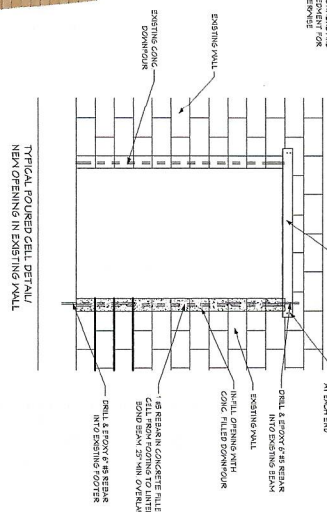


WINDOW ATTACHMENT NOTES

1. WINDOW ATTACHMENT SHALL BE DESIGNED TO RESIST THE FOLLOWING:
2. DEAD LOADS AND WIND LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
3. LIVE LOADS AND WIND LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
4. SEISMIC LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
5. THE WINDOW ATTACHMENT SHALL BE DESIGNED TO RESIST THE FOLLOWING:
6. DEAD LOADS AND WIND LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
7. LIVE LOADS AND WIND LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
8. SEISMIC LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
9. THE WINDOW ATTACHMENT SHALL BE DESIGNED TO RESIST THE FOLLOWING:
10. DEAD LOADS AND WIND LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
11. LIVE LOADS AND WIND LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.
12. SEISMIC LOADS AS SPECIFIED IN THE LOCAL BUILDING CODE.

WINDOW BUCK ATTACHMENT DETAIL

SCALE: 1/4" = 1'-0"

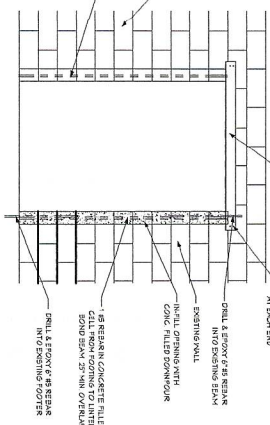


STUCCO ON CMU DETAIL

1. EXTERIOR FINISH SHALL BE STUCCO ON CMU DETAIL.
2. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
3. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
4. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
5. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
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9. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
10. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
11. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.
12. STUCCO SHALL BE APPLIED TO THE EXTERIOR SURFACE OF THE CMU WALL.

TYPICAL FOURED CELL DETAIL

NEAR OPENING IN EXISTING WALL



A1

SHEET:

DATE: 5 APR 25

DRAWN: T.C.M.

SCALE: 1/4" = 1'-0"

REVISION:

STOREFRONT RENOVATIONS TO EXISTING BUSINESS OF THE:
EPIC BOARDSPORTS
350 NORTH ORLANDO AVENUE, COCOA BEACH



TOM MORTON
DESIGN & DRAFTING
723-0930
701 S. RIVER ST.
MELBOURNE BEACH, FLA 32951

CONSTRUCTION
DETAILS

Roofroof.net, Inc. Est. 1995

DBA Roofroof.net Construction

193 St. Croix Ave. Cocoa Beach, FL 32931
FL Roofing: CCC1331641 FL Contractor: CRC1333804
321-900-9696 -- bryan@roofroof.net

Epic Facade Agreement

Date: May 1, 2025
Owner Names: Team XYZ LLC
Property Address: 358 N. Orlando Ave. Cocoa Beach, FL 32931
Owner Address: 700 King Neptune Lane, Cape Canaveral, FL 32920
Price: \$43,900 plus Other Items as Identified within this Roofing Agreement.
Payment Terms: 50% upon signing and the remaining balance upon competition.

Roofroof.net Construction hereby agrees to provide all labor and materials to perform the following Scope of Work based on the Epic Board sports Sealed plans prepared by Tom Morton. Roofroof.net is licensed in the State of Florida and Georgia and carries insurance which meets or exceeds the requirements in each State.

Scope of Work

1. Demolition of front overhang façade and soffit.
2. Demolition of existing windows and doors.
3. Saw cut south window block to accommodate new door.
4. Install tile, as necessary, damaged during saw cutting of opening.
5. Install Hardi-plank siding on front overhang.
6. Install Synergy Southern-pine pre-stained tongue and groove for soffit.
7. Remove and Replace Windows and Doors.
8. Stucco front lower elevation.
9. Paint, prime plus 2-coats new stucco area.
10. Repair and tie into front roofing area, as necessary, with new Aluminum drip edge and torch down roofing.
11. Electric – Remove and Replace can lights.
12. Electric – Use existing sign circuit and install weatherproof outlet and box, as necessary.

Other Items

1. **Building Permits, Notice of Commencement, Brevard County Dump fees, Architectural and Structural Engineering costs paid by Owner.**
2. **Owner to supply all Windows and Doors, and tile.**
3. **Front facade is drawn incorrectly; all siding will run horizontally. There will be no vertical runs.**
4. **Roofroof will use its best efforts in removing the sign from the building but takes no responsibility if damaged.**
5. Supply all dumpsters.
6. All heavy equipment required will be provided.
7. **LABOR WARRANTY:** Roofroof.net, Inc warrants the labor performed under this Agreement for two (2) full years to be free from workmanship defects. ROOFROOF.NET DISCLAIMS ANY AND ALL OTHER WARRANTIES REMEDIES AND DAMAGES. If Full Payment is not received in a timely manner, this Labor Warranty is null and void.
8. Manufacturer Warranties for materials are provided separately by the Manufacturer.
9. Owner hereby grants permission to Roofroof.net to display signs and advertise at the building site.

Owner hereby acknowledges receipt and copy of this Roofing Agreement (also referred to as the "Agreement"). Owner agrees to all the terms contained herein. Roofroof.net is hereby authorized to do the work set forth herein for the agreed upon price set forth above. By my signature, I hereby agree to the terms set forth herein, I am at least 18 years old, enter into this Agreement freely and voluntarily and have the authority to enter into this Agreement for the roof work described herein on behalf of owner of the property if I am not the owner.

Owner Signature: _____ Date: _____
Roofroof.net: _____ Date: _____

CONSTRUCTION INDUSTRIES RECOVERY FUND

Payment may be available from the construction industry recovery fund if you lose money on a project performed under contract, where the loss
[Type here]

Roofroof.net, Inc. Est. 1995

DBA Roofroof.net Construction

193 St. Croix Ave. Cocoa Beach, FL 32931

FL Roofing: CCC1331641 FL Contractor: CRC1333804

321-900-9696 -- bryan@roofroof.net

results from specified violations of Florida law by a state-licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Licensing Board at the following telephone number and address:

Construction Industry Licensing Board – PO Box 2, Jacksonville, FL 32201 (904)727-6530

Additional Terms and Conditions

1. This Agreement shall be governed by the laws of the State of Florida. This Agreement comprises the entire Agreement between Owner(s) and Roofroof.net. No prior oral or written agreements, representations or statements shall have any binding effect, and this Agreement shall supersede all prior writings, statements or representations, whether written or oral. If any portion or provision of this Agreement is deemed invalid or unenforceable, the remaining provisions of this Agreement shall be in force and effect.
2. Roofroof.net shall not assume or be held liable for any damages to personal property or physical injury because of vibrations caused during the execution of the work described in this Agreement. Owner is hereby advised to secure all items hanging on walls in the property and to take other precautions to prevent damage from vibration during performance of the Agreement. Owner shall move or protect property including cars from the driveway, storage buildings, play sets and other items in and around the premises to prevent damage from roof debris until the roof has been completed.
3. Roofroof.net will make all reasonable efforts to protect the property from damage. Roofroof.net will require access to the driveway for materials and heavy equipment. Roofroof.net shall not be held liable for damage or wear and tear to driveways, parking lots, walkways, lawns, shrubs, or other floral or vegetation caused by truck, equipment, materials, work force or debris.
4. Any warranties on the products used are those made by the manufacturer. Roofroof.net disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Roofroof.net does not assume nor authorize any other to assume for it any liability in connection with the sale or use of any products. Owner shall not be entitled to recover from Roofroof.net any consequential damages, damages to person or property, damages for loss of use, loss of time, loss of projects or income, or any other incidental damages. This includes but is not limited to consequential or incidental damage to siding, gutters, driveways, soffits, interior walls, pictures, or hanging items, water damage (except repair to roof to fix faulty workmanship) etc..... ROOFROOF.NET EXCLUDES FROM ITS LABOR WARRANTY ANY OBLIGATION TO REPAIR, FIX, OR BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FROM LEAKS INCLUDING BUT NOT LIMITED TO INTERIOR OR EXTERIOR DAMAGE, MOLD, MILDEW ETC...
5. Roofroof.net and its insurers shall be held harmless for alleged or actual damages/claims as a result of mold, algae or fungus including any damages caused by leaks after completion of the Scope of Work. Roofroof.net and its insurers shall exclude all coverage, including defense, damages related to bodily injury, property damage and clean-up directly or indirectly in whole or in part for any action brought by mold, including fungus and mildew, regardless of costs, event, material, product, or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.
6. Roofroof.net's performance under this Agreement shall be excused in the event of fire, explosion, flood, severe weather, accident, strike, governmental act, embargo, shortages of materials, computer system failure, war or military action, riot, civil disturbance or any other event beyond the control of Roofroof.net or which materially affects the economic basis of the bargain ("force majeure"). Roofroof.net's performance in the event of a force majeure shall be excused for as long as the cause continues, without liability. If the force majeure continues unabated for ninety (90) consecutive days, Roofroof.net may, at its option, cancel this Agreement without liability.
7. Roofroof.net shall not be responsible for dust, particles, debris in attic, structural deficiencies in the roof, matching any shingles in repair work to existing shingles, asbestos removal (Owner shall notify Roofroof.net of any known asbestos materials before Scope of Work commences), painting, replacement of non-roofing equipment from roof removed to allow for Scope of Work to be completed (for example, basketball goals, decorations, etc.).

[Type here]

ESTIMATE

DW Building Solutions LLC

3201 Chica St

Cocoa, FL 32926-3774

daniel@advantage321.com

+1 (321) 302-0392



Bill to

Epic Boardsports

358 N. Orlando Ave.

Cocoa Beach, FL 32931

Ship to

Epic Boardsports

358 N. Orlando Ave.

Cocoa Beach, FL 32931

Estimate details

Estimate no.: 1006

Estimate date: 05/14/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Sales	Remodel Store Front (Exterior Front) *Demo and Haul away front facade and soffit. *Repair framing in front facade and soffit area as necessary. *Install Owner provided windows and doors. (Install allowance \$3,500) *Convert one window opening into a door opening and install Owner provided door. *Stucco front elevation under soffit and facade. *Paint store front elevation only. Selection TBD at a later date. * Install (7) 6" Exterior Recess lights centered on openings, prewire existing signage circuit in front facade. *Repair tile as necessary with owner provided tile. *Install a composite siding material on front facade. (Allowance \$8,800) *Install 7/16" Zip board sheathing and tape system on facade. *Replace soffit of front facade with tongue and groove type material. (Selection TBD, allowance \$2,500) ** Owner responsible for building permits, Notice of Commencement, Architectural and structural Engineering cost. Advantage construction to assist in permitting and development of construction plans as needed.	1	\$50,725.00	\$50,725.00

manufacturers warranty only, since owner
to provide.

***10% Mobilization charge prior to start of
project required.

Total

\$50,725.00

Note to customer

This estimate is based on the information currently available and is
subject to change upon further site evaluation and final project scope
confirmation. Please contact us with any questions regarding the
details of this proposal.

Accepted date

Accepted by

**Estimate: EST-31**

Bill To

**Epic Board Sports
Parking Lot And
Approach**

Estimate Date:

05/16/25

Total:

\$13,800.00**T & G PAVING**

Tony George
tonyblacktop@gmail.com
P: 3212239512

Billed Items

Item	Unit Cost	Quantity	Cost
Epic board sports parking lot and aproach Scope of work : Asphalt paving, resurfacing. Grind down areas as needed to creat butting edge..pre level any low spots or pot holes and compact..clean entire area . Add ss1 prime for adhesion..install aprox inches of hot mix surface asphalt , hot roll and finish roll...total price material and labor \$13,800. Down payment required. If any questions call Tony George anytime 321-223-9512.			
	\$13,800.00	1	\$13,800.00

Bill To

Subtotal \$13,800.00

Epic Board Sports Parking Lot
And Aproach
bryan@roofroof.net

Total: \$13,800.00 (USD)

Signed on 05/16/25



Make Checks Payable to Burton Asphalt and Services
447 Riverview Lane
Melbourne Beach, FL 32951
+13215082153
info@burtonasphalt.com
www.burtonasphalt.com

ESTIMATE / CONTRACT

ADDRESS

Epic Board Sports
358 North Orlando Ave.
Cocoa Beach, FL

SHIP TO

Epic Board Sports
358 North Orlando Ave.
Cocoa Beach, FL
Apron and 358 Parking Lot
Paving

ESTIMATE / 6260
CONTRACT #
DATE 01/08/2025

DESCRIPTION

AMOUNT

20,200.00

PREPARE 844 SQUARE YARDS OF PARKING LOT FOR PAVING.
PICK UP AND STOCK PILE 10 EXISTING CARSTOPS.
TACK AREAS WITH A DOT APPROVED PRIMER TACK COAT.
INSTALL 1" AVERAGE OF HOT PLANT MIXED ASPHALT, TYPE S-III.
ROLL AND COMPACT USING A 3-5 TON ROLLER.
HAUL AWAY ANY RELATED DEBRIS

ASPHALT OVERAGE WILL BE CHARGED RATE OF \$155 PER TON.

700.00

RESTRIPE THE PROPERTY AS EXISTING WITH PARKING LOT TRAFFIC PAINT
(10 CARSTOPS, 10 LINES, 1 H/C)

500.00

FURNISH AND INSTALL H/C SIGN AND POST

*THE CONTRACTOR CAN NOT GUARANTEE ELIMINATION OF STANDING
WATER.

*CONTRACTOR IS NOT RESPONSIBLE FOR WATERFLOW.

*CONTRACTOR IS NOT RESPONSIBLE FOR BASEWORK, FAULTY BASE OR
SINKING ASPHALT.

*DEPOSIT OF 60% OF TOTAL COST IS REQUIRED TO SCHEDULE JOB.
BALANCE DUE UPON COMPLETION,

Permit fees and any additional work required by the permit will be
extra to the contract amount. Job-site will be barricaded during work.
The contractor is not be responsible for person breaking through
barricades, tracking of materials, damage to vehicles or persons
trespassing in project areas. All irrigation must be turned -off during
project. The contractor cannot work around vehicles or dumpster.
Additional rate increase applies for each additional mobilization
requested over the written contract #. Management is responsible for
towing when owners fail to comply with schedule. In the event of any
litigation or other proceeding arising out of the agreement the
prevailing party shall be entitled to collect its attorney's fees and all
cost of litigation from the other party including appellate attorney's
fees. Both parties agree by binding this contract, that Burton Asphalt

TOTAL

\$21,400.00

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers,
successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will
result in a 25% loss of the total contract price.



Sign and Approve



Print



Download

ESTIMATE

Palmer Construction

Estimate #

1

Palm Beach Board Sports

Date

P.O. Box 1376-0852 (Pal Beach, FL 33411) United States

05/04/2025

(205) 408-2689 josephgeorge@hotmail.com

(mailto:jonathanjosephgeorge@hotmail.com)

Description

parking lot paving

Existing parking lot will be properly paved details listed below are

Removing top layer of existing damaged asphalt

Properly cleaning and tac coating

Install 2.5 inch layer new topping and roll with vibratory rollers

Install proper paint lines included new lay out for completed project

Asphalt the apron same way also

Apron cost\$3600

Parking lot cost \$8500
Tap here to view the
photo in full screen
Total cost \$12,100 for total project

Subtotal	\$12,100.00
Total	\$12,100.00
Deposit Due	\$6,000.00

Notes:

Required 50% deposit when we arrive and remainder when complete with the project you can drive on the parking lot when we are completed with the project thank you for the opportunity we are not charging you for the striping lines meaning if you do not want them it doesn't change the price your project would be a blessing too our family business thank you for your kindness and generosity and the opportunity

By signing this document, the customer agrees to the services and conditions outlined in this document.

Jennifer Meacham Board Sports



Art-Kraft Sign Company, Inc.

PROPOSAL

QUALITY SIGNAGE SINCE 1968

2675 KIRBY CIR. NE., PALM BAY, FL. 32905

WWW.ART-KRAFT.COM

PH: 321.727.7324

Proposal Submitted To

Epic Board Sports Pro

Job Name & Location

Epic Board Sports Pro
358 N Orlando Ave.
Cocoa Beach, FL

Contact Name

Jonathan

Phone

Cell

E-Mail

info@epic-boardsports.com

Design Number(s)

47681

Date

06/02/25

Sales Rep

Amanda Armstrong

Designer

Wayne Mills

Project Number (IF APPLICABLE)

Invoicing Contact Name (IF APPLICABLE)

Invoicing Contact E-Mail (IF APPLICABLE)

P.O. Number (IF APPLICABLE)

Sub Total

\$32,250.00

Sales Tax (7.0%)

\$2,257.50

Tax Exempt
FORM REQUIRED

Proposed Cost

\$34,507.50

EXPIRES 30 CALENDAR DAYS FROM RECEIPT UNLESS FULLY
EXECUTED AND RETURNED TO AKS BY CLIENT; DOES NOT
INCLUDE ANY "OPTION" OR "OPTIONAL" COSTS

50% Req. Deposit

\$17,253.75

Art-Kraft Sign Company, Inc. (AKS) ("Contractor") hereby proposes to furnish ALL labor and materials to complete in accordance with the below specifications for the total sum as shown above. Payment terms are as follows: The client shall provide a NON-REFUNDABLE deposit of (50%) of the total cost upfront upon signing this agreement. The remaining balance shall be paid in full at the time of completion of installation and/or prior to shipping of completed project/asset. Associated permit and engineering fees will be billed as extra at AKS cost PLUS cost to obtain. AKS liability for any claims arising from the service(s) provided shall be limited to the total amount paid by the client under this agreement. The Contractor shall not be liable for any indirect, incidental, or consequential damages. Art-Kraft Sign Company, Inc. ensures that its employees are fully covered by workers' compensation insurance as mandated by law."

For more information and complete terms/conditions, please visit WWW.ART-KRAFT.COM/TERMS

AKS Rep. Name

AKS Representative Signature **X**

AKS to supply all labor and materials to fabricate and install the following:

Design #47681

Remove and Discard Existing Sign Cabinet. Replace with New Fabricated Cabinet 24" depth. Cabinet to be LED Illuminated. Installation of (2) new Watchfire LED Message Centers with 10 mm full color RGB Displays. Watchfire to include Ignite OPX capability. Wave Heights and Wind Speeds can be displayed via an RSS Feed.

Price: \$32,250.0 + \$2,257.50 tax = \$34,507.50 *

Notes:

Permitting to be billed at AKS cost plus cost to obtain. If Primary power work is required for Watchfire installation to be completed by customers electrician.

EPIC BOARD SPORTS
358 N ORLANDO AVE.
COCOA BEACH, FL

REMOVE EXISTING CABINET FROM SUPPORT POLE
 AND DISCARD

INSTALL OVER EXISTING SUPPORT POLE NEW 24" DEEP
 FABRICATED ALUMINUM CABINET
 NEW CABINET TO HAVE INTERNAL ALUMINUM ANGLE
 FRAME CONSTRUCTION
 FINISHED IN SEMI-GLOSS ACRYLIC ENAMEL

SIGN TO HAVE 3/16" THICK TRANSLUCENT WHITE FLAT
 ACRYLIC FACES WITH OUTSIDE SURFACE APPLIED
 3M VINYL DECORATION, COLORS AS INDICATED

SIGN CABINET TO HAVE INTERNAL WHITE "LED" LIGHTING
 WITH SELF CONTAINED POWER SUPPLIES

INSTALL TWO WATCHFIRE "TWINPAK" DOUBLE SIDED
 10 mm, 60x240 MATRIX, FULL COLOR RGB DISPLAYS
 MOUNTED BACK TO BACK TO CUSTOM ALUMINUM ANGLE
 BOX FRAME AND SLEEVED OVER
 EXISTING SUPPORT POLE

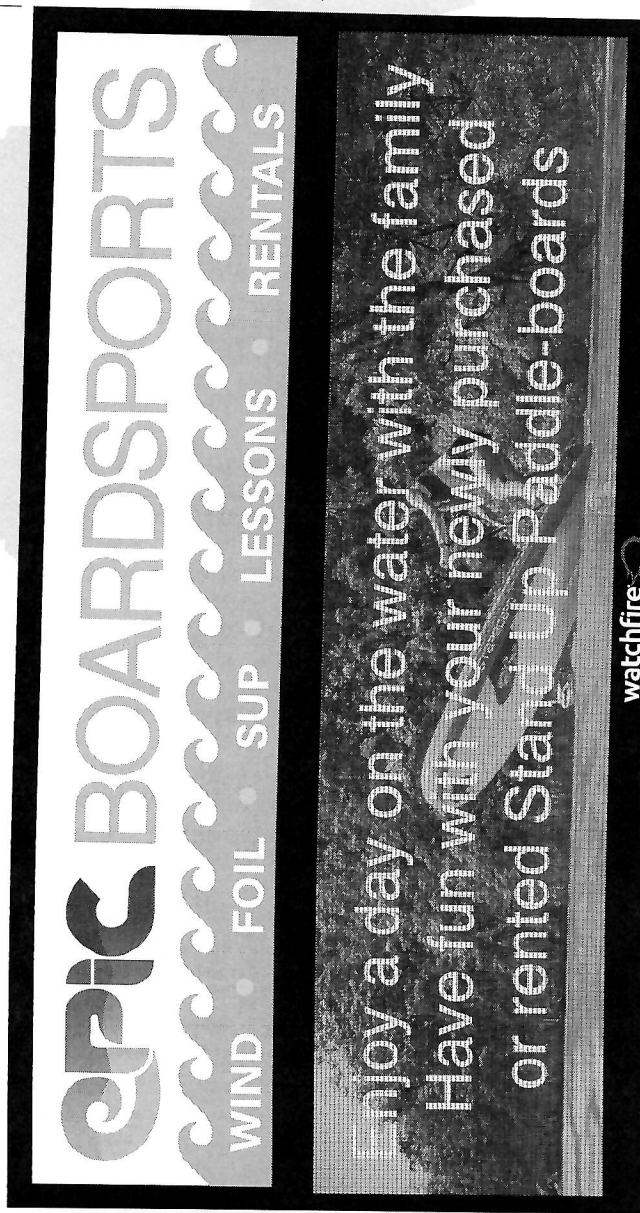
WAVE HEIGHTS AND WIND SPEEDS CAN BE DISPLAYED
 VIA AN RSS FEED.



AKS
Art-Kraft Sign Company, Inc.

2675 Kirby Circle N.E. Palm Bay Fl., 32905 (321) 727-7324 FAX (321) 951-2466

8'-3"



EXISTING
 SUPPORT POLE

NEW ID CABINET
 AND LED DISPLAYS

DOUBLE SIDED FREESTANDING SIGN CABINET REPLACEMENT AND LED ADDITION

SCALE 3/4" = 1'-0"



**Underwriters
 Laboratories, Inc.**
 E147646 (R)

ART-KRAFT SIGN CO.

CUSTOMER EPIC BOARD SPORTS	DESIGN NO. 47681	CUSTOMER APPROV.
SALES REP. AMANDA A.	DESIGNER WAYNE	DATE 5 - 30 - 25 SCALE AS SHOWN

This Design, in whole or in part, is the property of Art-Kraft Sign Company and may not be used without the t



Outlook

Re: Kendal Signs - Epic Board Sports

From info epic-boardsports.com <info@epic-boardsports.com>**Date** Wed 8/21/2024 11:43 AM**To** Marshall Stanton <marshall@kendalsigns.com>

Good morning Marshall!

Hey, just checking in to see if the software guys ever weighed in on the ability to link the data feed for wind and sell data.

Thanks!

Jonathan

From: Marshall Stanton <marshall@kendalsigns.com>**Sent:** Monday, July 29, 2024 11:09 AM**To:** info epic-boardsports.com <info@epic-boardsports.com>**Subject:** Kendal Signs - Epic Board Sports

Hey Jonathan,

I wanted to follow up with you on the addition of the Electronic Message Center (EMC) to the existing pylon sign. I've completed the code research and found the following, I've also provided some budgetary options below. Please note that these are approximate prices for budgetary purposes only.

Section 5-12. - Ground signs.

G. Single tenant sites. A single tenant establishment may have one (1) or more ground signs, in compliance with the following:

2. When the property frontage is less than one hundred (100) feet, the primary ground sign shall have a maximum height of eight (8) feet and a maximum area of forty-eight (48) square feet.

For the property located at 358 N. Orlando Ave the property has 60ft frontage along Orlando Ave. The City of Cocoa Beach sign code will allow one (1) freestanding sign, 48sf and 8ft overall sign height. The existing sign is 4'x8' = 32sf. If you wanted to add an EMC to the existing sign it could only be 16sf (2'x8' or similar). I personally would suggest a larger EMC, if you want to go that route we could replace some of the main ID cabinet with an EMC. Give me a call when you are free to review the options.

Option 1 - 2'x8' (16sf) EMC, single sided

6mm - \$8000

10mm - \$7200

*plus tax, installation \$1760, permit acquisition \$400 and permit fee from the City at cost (TBD)

Option 2 - 3'x5' (15sf) EMC, single sided

6mm - \$7500

10mm - \$6750

*plus tax, installation \$1760, permit acquisition \$400 and permit fee from the City at cost (TBD)

Option 3 - 4'x8' (32sf) EMC, single sided and new 2'x8' top Main ID sign cabinet

6mm - \$16000

10mm - \$14400

New Main ID 2'x8' double sided sign cabinet - \$2250

*plus tax, installation \$1760, permit acquisition \$400 and permit fee from the City at cost (TBD)

Thank you,

Marshall Stanton

321.636.5116

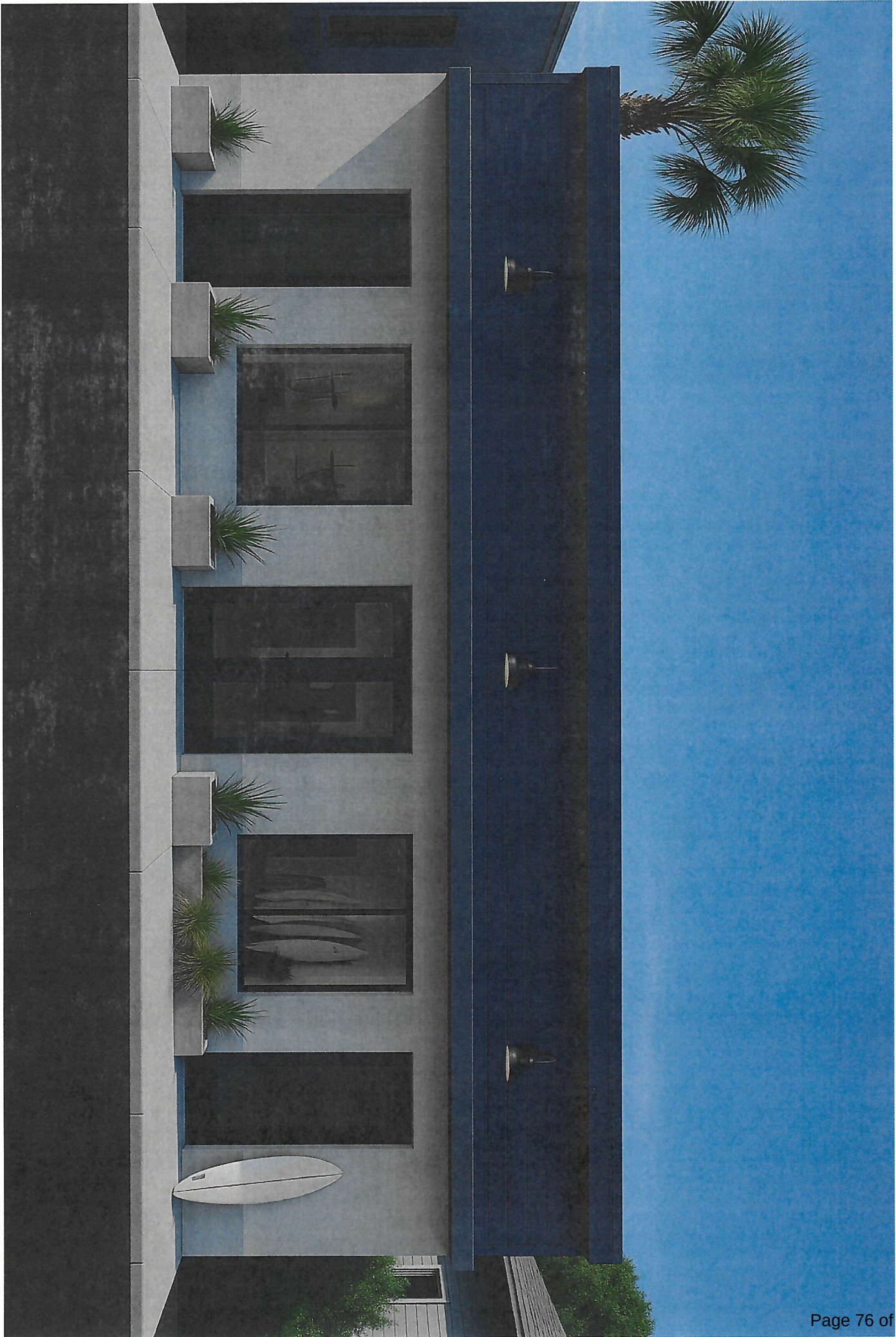
marshall@kendalsigns.com

www.kendalsigns.com

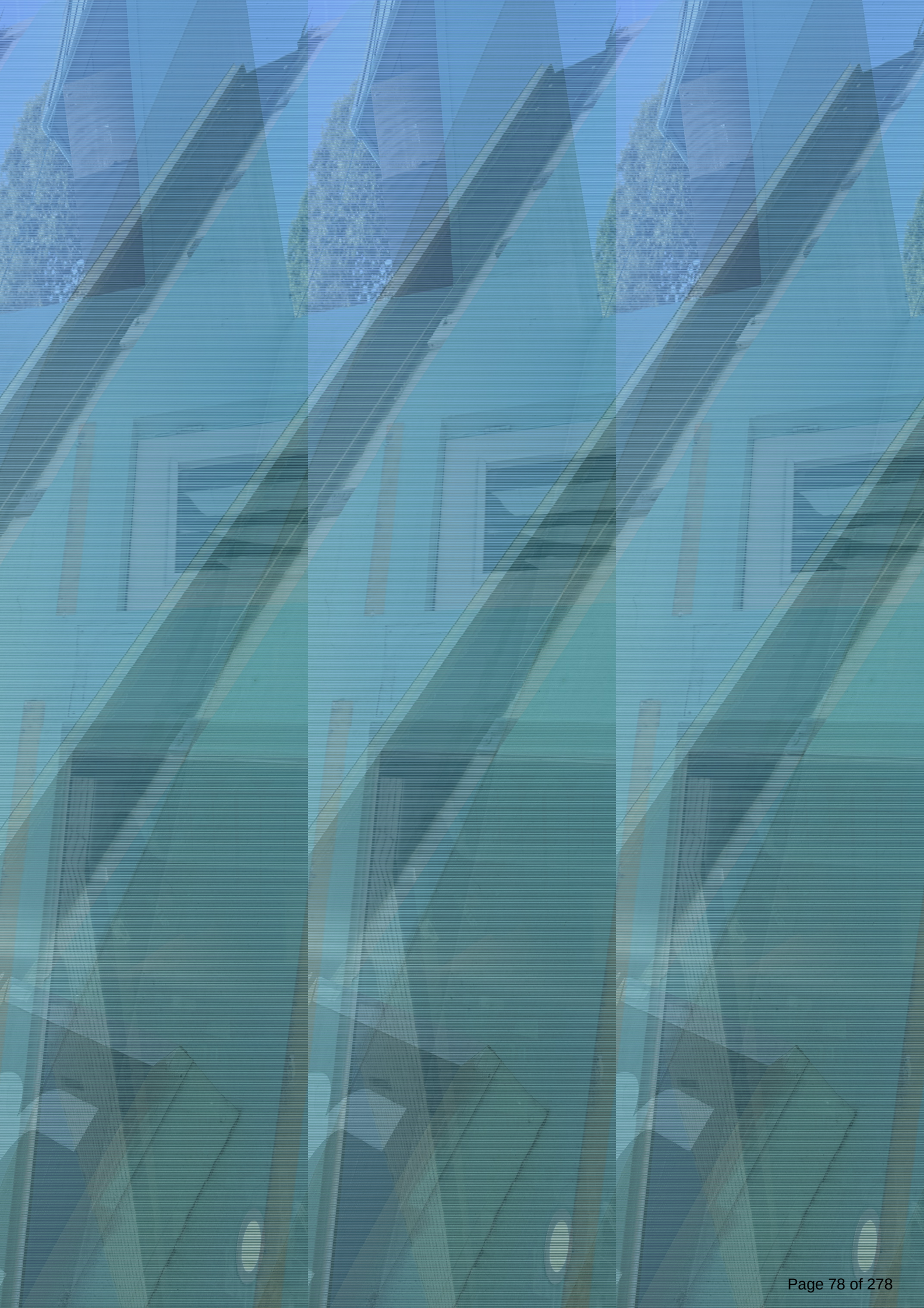
kendalSIGNS
DESIGN • FABRICATION • INSTALLATION

580 Gus Hipp Blvd.

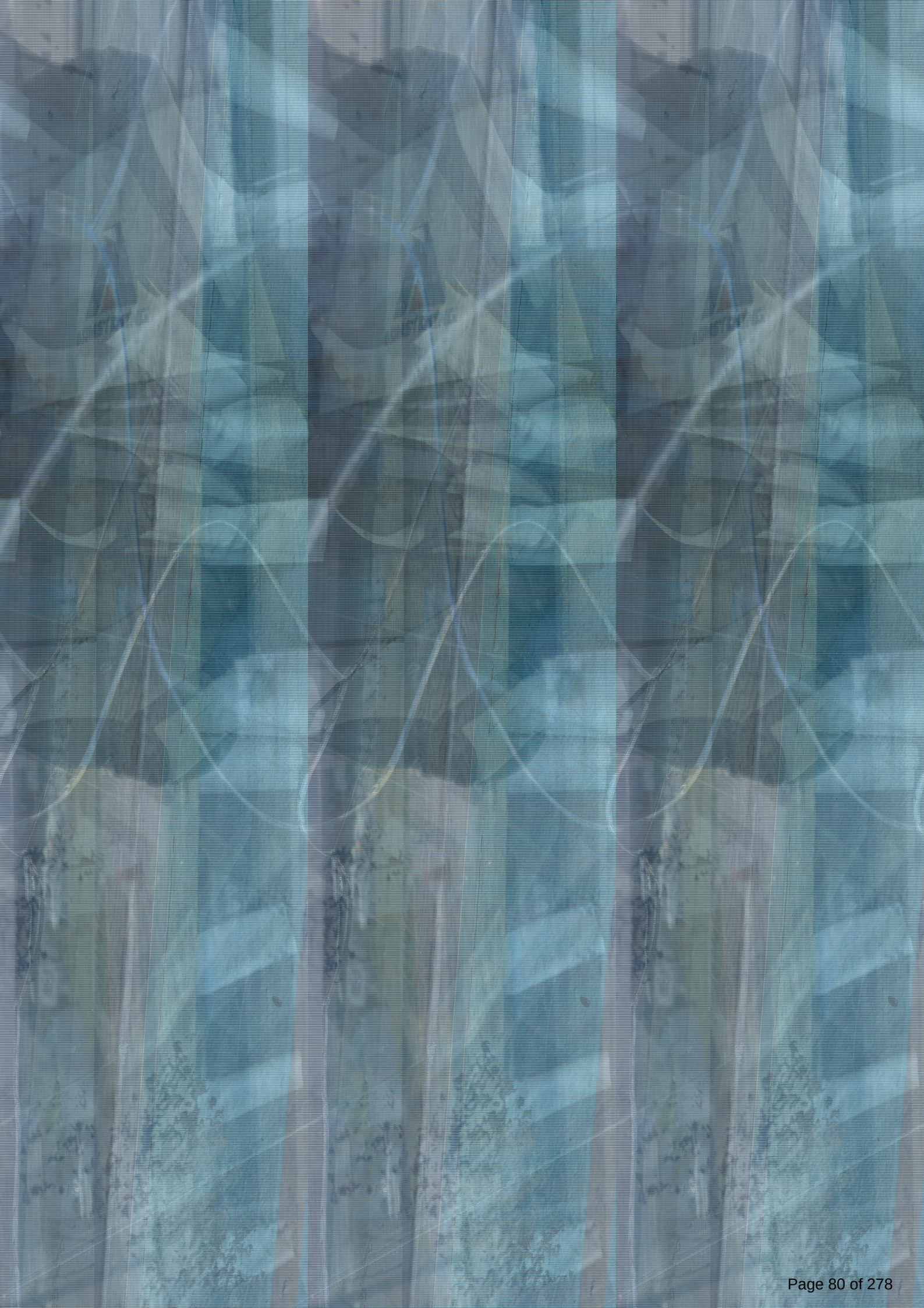
Rockledge, FL 32955

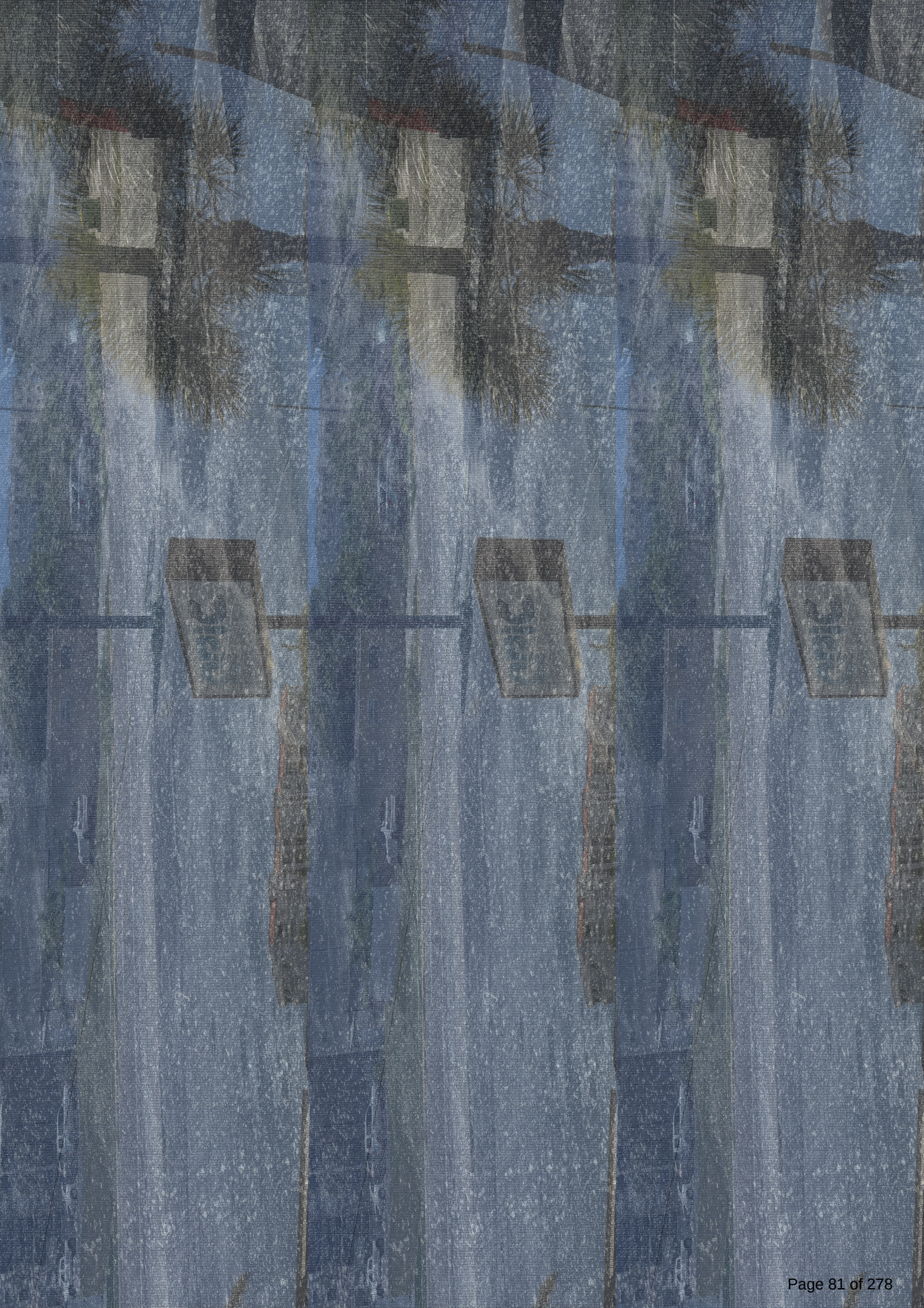












**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 S Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and 358 N Orlando Ave, Cocoa Beach FL, 32931 Team XYZ, LLC hereinafter referred to as "Property Owner" and Epic Boardsports, LLC hereinafter referred to as "GRANTEE".

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 358 N Orlando Ave, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-DC-104-8, 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 Forty Thousand Dollars (\$ 40,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

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

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

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

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Hana Juman, Finance Director

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Staff is requesting that the City Commission set a proposed millage rate of 6.1644 for the fiscal period 2026.

Staff Representative: Hana Juman, Finance Director, A.J. Hutson, Interim City Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The proposed millage rate must be presented to the Brevard County Property Appraiser (BCPA) by August 4th, 2025. This rate will be used to calculate the taxes due on the preliminary tax sheets mailed to all the taxpayers in August. The July 17, 2025 Commission meeting is the scheduled meeting within the planning time frame that offers adequate time to file with the BCPA.

Staff is recommending that the current 6.1644 millage rate be set as the proposed millage rate for the fiscal period of 2026 in order to maintain current service levels and provide funding for General Fund capital projects. The current millage rate of 6.1644 is 8.25% above the rolled-back rate of 5.6945.

A millage rate above the *rolled-back rate of 5.6945 must be advertised as a tax increase.

The Commission cannot raise the final millage above the established in the proposed millage; however, the final millage rate may be lower than the proposed millage.

A budget workshop is scheduled for Tuesday, August 19, 2025 at 6:00 P.M. in the Commission Room.

The required public hearings to set the tentative and final millage rate and adopt the budget for Fiscal Year 2026 are scheduled for Thursday, September 4, 2025 at 7:00 P.M. and Thursday, September 18, 2025 at 7:00 P.M. at City of Cocoa Beach City Hall.

**Rolled-back rate as defined in Florida Statute 200.065 is the millage that provides the same ad valorem tax revenue as was levied during the prior year, exclusive of new construction, additions to structures, deletions, and property added due to geographic boundary changes.*



BLUF

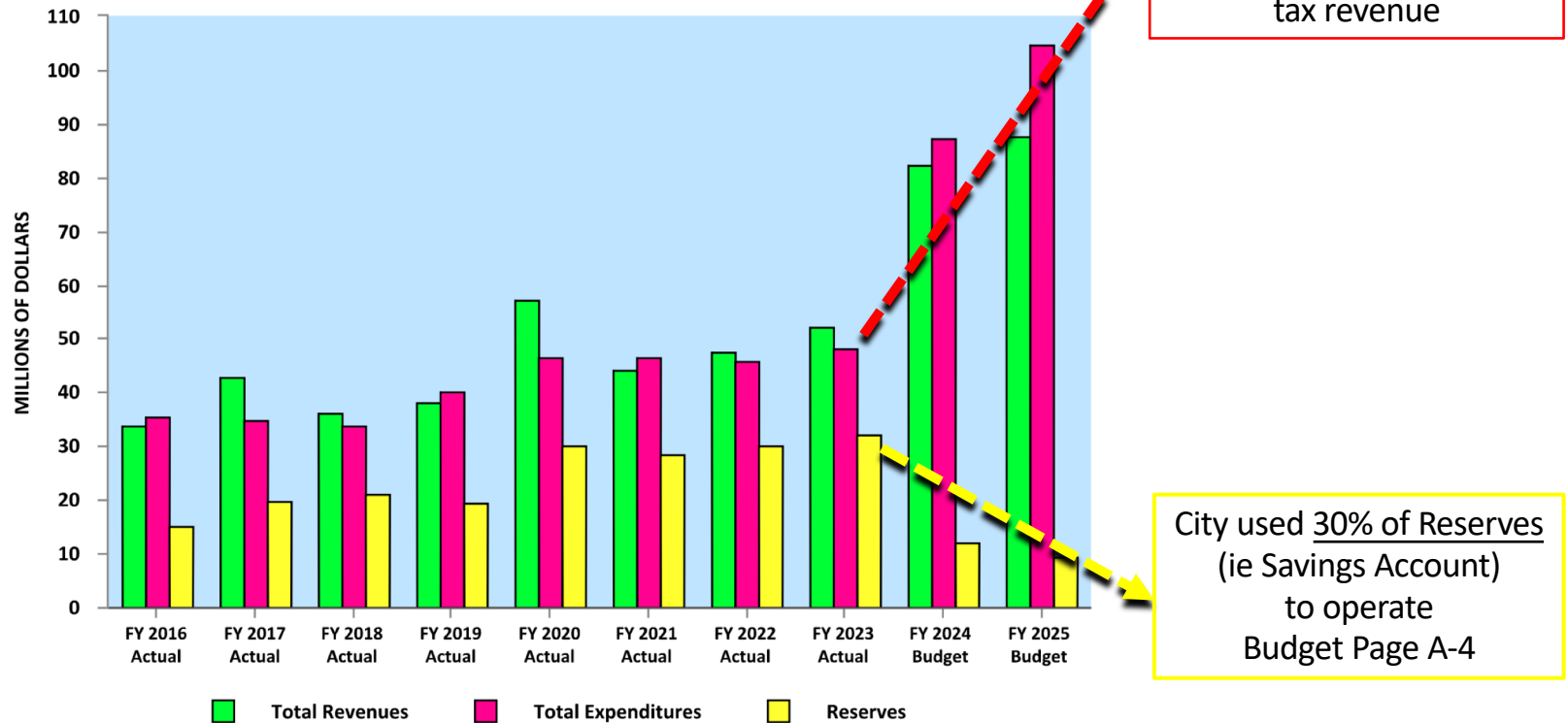
- Cocoa Beach is not growing appreciably – city must operate with nominal inflation-adjusted budget increases (<2% per year)
- City used Reserve money (aka city savings account) in 2024 & 2025 to operate city (see chart 2) – **not sustainable**
- Cocoa Beach resident property **taxes too high** (see charts 3 & 4)
- Rollback Rate = \$1.4M reduction to city budget (**less than 2.5%** of budget)
- Cocoa Beach has a spending problem - Easy to raise taxes, harder to manage costs
- Commission Hutcherson does not support raising resident taxes when city has record high property valuations

Hutcherson FY26 millage recommendation = Rollback @ 5.6945

CB Commission Seat #5, Hutcherson



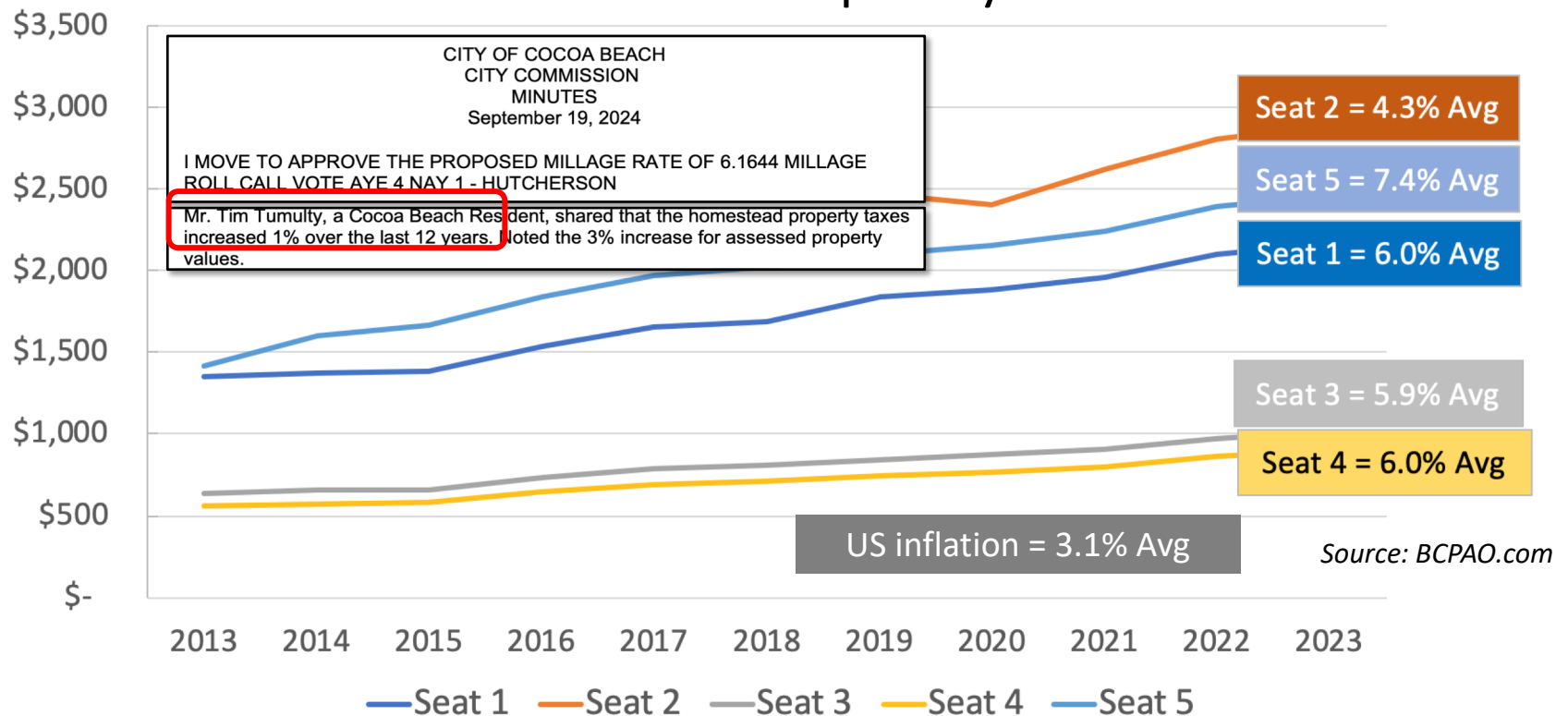
SUMMARY REVENUES & EXPENDITURES 10 Year Trend - ALL FUNDS



FY24 and FY25 city deficit spending is not sustainable @ current tax rates



Commissioner Property Tax increases



Resident property tax increases average +6% per year (double US inflation)
This excess tax is growing size of city government

CB Commission Seat #5, Hutcherson

3



FY25 Benchmark Comparisons

City	City Manager Salary	Population	FY25 tax rate	FY25 General Fund budget	Per Capita
Indian Harbor	\$156,896	9,020	5.5168 %	\$12M (FY24 -20%)	\$1,369
Cape Canaveral	\$160,409	9,987	3.2422 %	\$22M (FY24 -2%)	\$2,208
Satellite Beach	\$161,000	11,379	7.9812 %	\$18M (FY24 +5%)	\$1,579
Cocoa Beach	\$190,000	11,500	6.1644 %	\$56M (FY24 +22%) ¹	\$5,864 ²
Cocoa	\$196,227	20,225	6.9532 %	\$54M (FY24 +8%)	\$2,689
Titusville	\$228,321	49,967	6.5817 %	\$134M (FY24 -38%)	\$2,686
Palm Bay	\$240,772	140,700	6.7339 %	\$122M (FY24 +1%)	\$ 873
Melbourne	\$244,500	87,591	6.5466 %	\$113M (FY24 -9%)	\$1,291

Cocoa Beach FY25 budget.....

1. Increased more than 22% since 2024 = highest in Brevard
2. Highest “per capita” budget in Brevard - Residents deserve lower millage with large tourist numbers
3. Required \$6M of city Reserves (ie deficit spending, page B-51 budget)
4. If CB adopted highest millage in Brevard (Sat Beach @ 7.9812), would still have a budget deficit

Setting Proposed Millage Fiscal Year 2026 July 17, 2025 6:30 PM

Presented By:

Hana Juman, Finance Director



Agenda

- ☐ Setting the Millage Rate
- ☐ Proposed Millage Rates
- ☐ Cocoa Beach Taxable Values
- ☐ Effect on the Homesteaded Taxpayer
- ☐ Millage Comparisons at rollback and current rate
- ☐ Millage Comparisons (other cities)

Setting Millage (3 Steps)

- ☐ Proposed Millage
 - ☐ Cannot be exceeded once set
 - ☐ Must be set prior to August 3rd
 - ☐ Commission sets proposed millage at 6.1644 at July 17th meeting
- ☐ Tentative Millage – Gets adopted at 1st Budget Hearing (Sept 4th)*
- ☐ Final Millage – Gets adopted at 2nd Budget Hearing (Sept 18th)*

*September budget hearing dates do not conflict with County/School Board dates

Proposed Millage Rate for FY2026 Budget

5.6945 – Rollback Rate

(requires a majority vote)

6.1644 – Current millage rate, 8.25% above rollback rate

(requires a minimum 4-1 vote)

* Under the Truth in Millage (TRIM) law in Florida, if a local government adopts the roll-back rate, taxes are not increasing. The roll-back rate generates the same total revenue as it did in the previous year.

Cocoa Beach Taxable Values

FY2025 Budget		
	Taxable Values	Percentage Increase
*Current Gross Taxable Value	\$3,294,653,958	
Final Taxable Value Prior Year	\$3,164,555,820	
Total Increase in Taxable Value	\$130,098,138	4.11%

*Florida's Truth-In-Millage (TRIM) calendar begins July 1. Funding to the CRA from the City and County is determined by millage(s) adopted.

CRA Taxable Values & TIF

CRA	Taxable Values	Percentage Increase
*Current Year Gross Taxable Value	\$319,672,582	
Final Taxable Value Prior Year	\$296,846,053	
Total Increase in Taxable Value	\$22,826,529	7.70%

CRA – Tax Increment Funding (TIF)	Taxable Increment Value	Percentage Increase
*Current Year Tax Increment Value	\$200,585,652	
Final Taxable Value Prior Year	\$177,759,123	
Total Increase in Tax Increment Value	\$22,826,529	12.84%

Funding to the CRA from the City and County is determined by millage(s) adopted.

Effect on Homesteaded Taxpayer

Taxable Value*	Proposed Millage	Annual City Taxes	Monthly Taxes
\$100,000	5.6945	\$569	\$47
\$150,000	5.6945	\$854	\$71
\$200,000	5.6945	\$1,139	\$95
\$300,000	5.6945	\$1,708	\$142
*After \$50,000 homestead exemption			

5.6945 Proposed Millage Rate (Roll Back Rate)

Roll back rate provides same revenue as previous year property tax revenue.

General Fund/CRA				
Taxable Value	Millage Levy	Budget @ 95% of levy	Less CRA Contribution FY26	Net to General Fund after CRA Contribution
\$3,294,653,958	5.6945	\$17,823,337	(\$1,014,950)	\$16,808,387

Effect on Homesteaded Taxpayer

Taxable Value*	Proposed Millage	Annual City Taxes	Monthly Taxes
\$100,000	6.1644	\$616	\$51
\$150,000	6.1644	\$925	\$77
\$200,000	6.1644	\$1,233	\$103
\$300,000	6.1644	\$1,849	\$154
*After \$50,000 homestead exemption			

6.1644 Proposed Millage Rate (Current Rate)

General Fund/CRA				
Taxable Value	Millage Levy	Budget @ 95% of levy	Less CRA Contribution FY26	Net to General Fund after CRA Contribution
\$3,294,653,958	6.1644	\$19,294,087	(\$1,098,702)	\$18,195,385

Comparison of Millage Rates

Taxable Value*	Difference in monthly taxes from 5.6945 to 6.1644	Difference in annual taxes from 5.6945 to 6.1644
\$100,000	\$4.00	\$48.00
\$150,000	\$6.00	\$72.00
\$200,000	\$8.00	\$96.00
\$300,000	\$12.00	\$144.00
*After \$50,000 homestead exemption		

Millage Comparisons (other cities)

City	Current	Roll-back	Proposed	Population
Palm Bay	6.7339	6.5627	6.7339	140,199
Satellite Beach	7.9812	7.5435	7.9000	11,453
Titusville	6.5817	6.3536	6.3000	50,547
Melbourne	6.5466	6.1379	TBD	87,846
Indialantic	5.9999	5.5951	6.2386	3,009
Rockledge	5.3800	5.2384	5.3500	29,134
Cocoa	6.9532	6.3761	6.9532	21,123
Cocoa Beach	6.1644	5.6945	6.1644	11,349
Cape Canaveral	3.2000	3.3199	3.9672	10,002
West Melbourne	1.8843	1.8843	1.8151	30,443

CITY OF COCOA BEACH TENTATIVE BUDGET CALENDAR
Fiscal Year 2025-2026

Activity	Date
Review what is new for budget preparation and distribute budget manuals to departments.	February 28, 2025
Refresher/new user training on the Naviline Budget Module	As requested ¹
Deadline for Input/Update: • Requested Budgets (Operating and 5 Year CIP-Naviline) • Operating Statistics	March 31, 2025
Budget Meetings with Departments	April 1, 2025-April 11, 2025
Preliminary Commission Workshop on FY 2026 Budget	June 17, 2025
City Commission Vote on Proposed Millage	July 17, 2025
Commission Workshop on Recommended Budget	August 19, 2025
First Public Hearing and Vote to Approve Tentative Millage & Budget	September 4, 2025
Second Public Hearing and Vote to Approve Final Millage & Budget	September 18, 2025

BREVARD COUNTY SCHOOL BOARD
First Hearing -July 29, 2025 5:30
Final Hearing- September 9, 2025 5:30

BREVARD COUNTY BOARD OF COMMISSIONERS
First Hearing -September 9, 2025 5:30
Final Hearing- September 23, 2025 5:30

Note: July 1 Trim Calendar begins

1. To schedule budget refresher/new user training or problem resolution on an individual basis, call Devan Taly at 321 868-3280.

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
June 19, 2025

A. MEETING CALLED TO ORDER

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

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

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

Commission Members Absent:
Commissioner Jeremy Hutcherson

Administrative Members Present:
City Attorney Becky Vose
Acting City Manager AJ. Hutson
City Clerk Karin Grooms
Development Services Dave Dickey
Deputy Development Services Brian
Deputy Finance Director Devan Taly
Finance Director Hana Juman
Finance Tina Adams
Fire Marshall Sal Liberto
Human Resources Cindy DePina
Information Technology Michael Ledesma
Police Chief Wes Mullins
Police Major Manny Hernandez
Water Rec/ Public Works Director Brad Kalsow

B. APPROVAL OF THE AGENDA

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

MOTION BY TUMULTY/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. SPECIAL PRESENTATIONS

1. Proclamation - Aging Matters in Brevard --Kimberly Butler, Senior Director of Human Resources ~~Yessenia Perez, Senior Director of Finance~~

Mayor Capizzi read a proclamation recognizing Aging Matters in Brevard. Ms. Kimberly Butler, Senior Director of Human Resources, accepted the proclamation and expressed her appreciation for the recognition. She provided a brief overview of the organization's services, reflected on its 60-year history, and spoke about its future direction. Vice-Mayor Williams shared personal remarks on how the program had positively impacted his family.

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, a resident, spoke about the county taxes and the exemptions. Ms. Scott also discussed the Brevard County Planning Board and evacuation terms and plans.

Ms. Angela Cobb, discussed the issues with spray suntan products. She requested the commission to ban the spray suntan lotions from the local beaches.

E. STAFF REPORTS AND ANNOUNCEMENTS

Interim City Manager AJ Hutson briefed the Commission on recent activities. He noted the completion of a hurricane preparedness run-through and shared that staff is now producing weekly CBNN updates for hurricane season.

Mr. Hutson mentioned initial meetings with major event organizers and reported that Geomar completed its annual beach lighting study, identifying homes out of compliance. Courtesy notices will be issued by Code Enforcement.

He also discussed ongoing water reclamation work, including manhole inspections.

Lastly, Mr. Hutson recognized Permit Technician Gidgett Vici for being praised on a local media page. Mayor Capizzi and the Commission echoed residents' appreciation for her outstanding service.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

City Attorney had no reports.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Tumulty mentioned the 60th Cocoa Beach High School reunion that occurred over the previous week. Also, wished his son a Happy 30th Birthday. Reminded residents of Friday Fest was the next day and noted the heat.

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):

Mayor Capizzi closed the commission and reopened it as the Community Redevelopment Board.

1. Approve the October 24, 2024 Minutes
Staff Representative: City Clerk
Recommendation: Approve

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY WILLIAMS/JACKSON TO DISCUSS

Ms. Devan Taly, Deputy Finance Director and CRA Administrator, introduced the Commercial Visual Improvement Grant (CVIG) application submitted by The Pointe Church, located at 82 N. Atlantic Avenue. Ms. Taly informed the Commission that the applicant was present and prepared to deliver a presentation outlining the project. Mayor Capizzi noted that he had reviewed the supporting materials and expressed comfort with the proposed project. Commissioner Tumulty requested that the applicant proceed with the presentation in the interest of transparency.

Vice-Mayor Williams raised a question regarding the property's tax status, noting it is owned by a church. In response, Pastor Derek Howell explained that The Pointe Church does pay property taxes, as the church generates revenue from its parking lot, resulting in only a partial exemption.

The Commission discussed the eligibility criteria for the grant, specifically noting that tax-exempt properties do not qualify. Commissioner Tumulty elaborated on the CRA's intent and the importance of addressing blighted areas. He emphasized that improvements to this property would positively impact the surrounding area. Commissioner Tumulty further highlighted the church's revenue-generating parking operations and inquired whether such activity should result in taxable status. Ms. Vose, City Attorney, confirmed that profit-generating uses such as paid parking typically warrant taxation.

Further discussion ensued regarding the grant process and the matching requirement associated with the \$50,000 request.

Commissioner Jackson sought clarification from the City Attorney regarding the property tax implications and the broader purpose of the grant. Ms. Vose advised that additional legal research would be needed to provide a definitive answer.

Mayor Capizzi reiterated that the entire parcel is subject to Ad Valorem taxes and explained how that supports the applicant's eligibility.

Commissioner Jackson concluded by commenting on the current appearance of the area and the potential visual improvements the project could bring to the city.

MOTION BY WILLIAMS/JACKSON
I MOVE TO APPROVE UP TO \$50,000
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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.

Vice-Mayor Williams requested that more information could be required that was previously provided to in the commission packet.

Mr. Eric (no last name provided) a Catalyst representative, discussed the upgrades already done with the property. He spoke of additional upgrades that would need to be completed to include cleaning of the roof area and painting of the building.

Mayor Capizzi inquired what the overall appearance of the building would be, and it was mentioned he had no renderings.

The representative did mention they would only need \$10,000 due to the size of the project. However, they did not have a breakdown of what was needed to be completed.

Mayor Capizzi spoke on quotes and it was noted by the vice-mayor it was not required. The commission discussed the need to spend \$20,000 to receive \$10,000.

MOTION BY WILLIAMS/TUMULTY
I MOVE TO APPROVE UP TO \$10,000
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

I. CONSENT AGENDA

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

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

MOTION BY WILLIAMS/ TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mr. John Dillon requested the commission ensure the new unit has a coating on the coils to help preserve the unit longer.

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

MOTION BY WILLIAMS/JACKSON
I MOVE TO APPROVE ORDINANCE 1698 ON FIRST READING
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Janice Scott mentioned hurricane season and having a rental policy regarding hurricane season. She expressed concern regarding hurricane parties at the vacation rentals.

Mr. Riley, expressed his concern about the proposed ordinance. He noted different hotels and expectations and was concerned with the 15-minute time limit regarding occupancy within the units. Mr. Riley gave examples of situations that could occur at his units. He expressed how local residents are able to hold parties at home, and how someone renting a home is unable to do so. He mentioned that the city is a hospitality town.

Mayor Capizzi inquired about a previous statement, which was clarified. He acknowledged the points raised by Mr. Riley and explained the intent behind the ordinance.

City Attorney Becky Vose clarified that the ordinance does not apply to owner-occupied properties. She stated that if this is not clearly specified in the current version, it will be added by the second reading.

The Commission requested additional details from Development Services Director David Dickey. Mr. Dickey explained that the ordinance responds to complaints identifying certain homes as "party houses," with recent issues centering around parking and large gatherings. He emphasized that most vacation rentals are located in residential neighborhoods.

Mayor Capizzi asked about the timing of complaints, which was confirmed to be during the daytime. Ms. Vose read the applicable section of the ordinance related to vacation rental owners.

Vice-Mayor Williams expressed support for the ordinance as written. He acknowledged the speaker's point on economic benefits but voiced concerns over the negative impacts of vacation rentals on neighborhoods, including the displacement of families, declining school enrollment, and potential drops in property values. He also referenced hurricane concerns. Ms. Vose noted that west coast communities require vacation rentals to evacuate under emergency orders—language which could be considered in the future.

Commissioner Tumulty asked about the 15-minute response time included in the ordinance. Ms. Vose explained it as an enforcement mechanism, tied to determining

violations. Chief Mullins added that while proving violations can be difficult, action is necessary, and the ordinance provides a framework, though enforcement will rely on officer discretion and be complaint-driven.

Vice-Mayor Williams clarified that response times would be tied to the nature of the complaint. Chief Mullins confirmed the process would be complaint-based.

Commissioner Tumulty acknowledged Mr. Riley's longstanding participation in discussions and noted that while some operators follow all the rules, many do not. Mr. Riley requested that the 15-minute response time be limited to nighttime hours and expressed concern over potential misuse of the complaint process, providing statistics on long- vs. short-term rentals.

Mayor Capizzi observed that permanent residents typically host one party per year, compared to frequent events by vacationers. He emphasized the need for regulation without overreach. Commissioner Tumulty reiterated that the ordinance simply provides tools for Code Enforcement and the Police Department.

Mayor Capizzi also inquired about how nuisance callers would be handled. Chief Mullins explained that per state statute, code enforcement complaints cannot be anonymous and addressed concerns regarding the misuse of 911. He explained how officers would manage such situations and provide reasonable warnings when appropriate.

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

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi explained the project and the locations of sewer pipes that will need repair.

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

The meeting was adjourned at 8:13 PM.

Karin Grooms, MPA CMC
City Clerk

Keith Capizzi
Mayor-Commissioner

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

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

PLANNING BOARD : Appoint Warren Burger (Replacing Mr. Matt Tschaar) to serve a term ending November 2028 (Seat 2 - Commissioner Jackson)

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

s

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-12. A resolution of the City of Cocoa Beach, Florida, Authorizing Application for the acquisition of federal surplus property located at 3750 Ocean Beach Boulevard for public park and recreational purposes, and providing an effective date. Staff Representative: Brad Kalsow, Public Works and Water Reclamation Director
Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Former Cocoa Beach Tracking Annex located at 3570 Ocean Beach Boulevard, Cocoa Beach, FL 32931 has been listed as an available surplus property through the United States General Service Administration.

This property consists of approximately 0.31 acres of vacant land along with 5 clearance easements (parcel is approximately 50 feet wide). All improvements have been removed from the property.

It is the City's intention to turn this property into an ADA accessible beach park if aquired

Resolution 2025-12 will allow the City to make application to acquire this land.

Further information is shown in the attachments.

RESOLUTION NO. 2025-12

A RESOLUTION OF THE CITY OF COCOA BEACH, FLORIDA, AUTHORIZING APPLICATION FOR THE ACQUISITION OF FEDERAL SURPLUS PROPERTY LOCATED AT 3570 OCEAN BEACH BOULEVARD FOR PUBLIC PARK AND RECREATIONAL PURPOSES; AND PROVIDING AN EFFECTIVE DATE

Whereas, certain real property owned by the United States of America, located in the City of Cocoa Beach of Brevard County, of the State of Florida, has been declared surplus and,

Whereas, at the discretion of the **General Services Administration (GSA)** real property may be assigned to the Secretary of the Interior for disposal for public park or recreational purposes under the provisions of 40 U.S.C. § 550 (e), and any regulations and policies promulgated pursuant thereto, more particularly described as follows:

Property Name: Federal Surplus Property located at 3570 Ocean Beach Boulevard.

Acreage: Approximately 0.49 acres

General Services Administration Control Number for the property, if applicable; FL – 1373-AA

Whereas the City of Cocoa Beach needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder;

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

Section 1: The City of Cocoa Beach shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

Section 2: The City of Cocoa Beach has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property,

Section 3: AJ. Hutson, Interim City Manager, and any subsequently appointed City Manager of the City of Cocoa Beach, are hereby authorized, for and on behalf of the City of Cocoa Beach to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City
of Cocoa Beach , Florida, this _____day of July, 2025.

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk, CMC, MPA



June 09, 2025

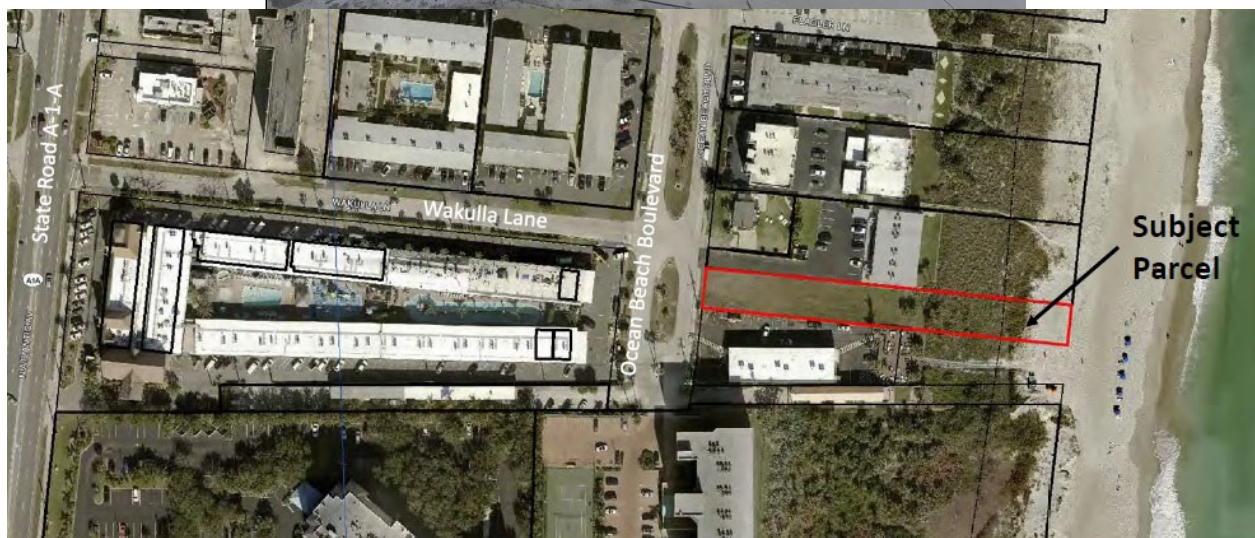
U.S. General Services Administration
Public Buildings Service
Real Property Utilization & Disposal Division

NOTICE OF DETERMINATION OF HOMELESS SUITABILITY & AVAILABILITY
&
NOTICE OF SURPLUS DETERMINATION FOR FEDERAL REAL PROPERTY

Former Cocoa Beach Tracking Annex
3570 Ocean Beach Boulevard, Cocoa Beach, FL 32931

Property Description

The property consists of approximately 0.31 acres of vacant land along with 5 clearance easements (parcel is approximately 50 feet wide). All improvements have been removed.



Former Cocoa Beach Tracking Annex
3570 Ocean Beach Blv
Cocoa Beach, FL 32925

GSA Control # 4-D-FL-1373-AA
HUD Property #:54202520052



June 09, 2025

U.S. General Services Administration
Public Buildings Service
Real Property Utilization & Disposal Division
77 Forsyth Street, SW
Atlanta, GA 30303

NOTICE OF DETERMINATION OF HOMELESS SUITABILITY & AVAILABILITY

Notice is hereby given that the subject property has been determined suitable by the Department of Housing and Urban Development (HUD) for possible use for facilities to assist the homeless under Title V of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11411), as amended, and was published as such in the Title V Suitability Determination Listing (<https://www.hudexchange.info/programs/title-v/suitability-listing/>) on **June 06, 2025, HUD # 54202520052**.

Under Title V, public bodies and eligible nonprofit organizations concerned with providing assistance to the homeless may apply to lease Government property determined suitable by HUD and made available by GSA for homeless use. States and their political subdivisions and instrumentalities, tax-supported institutions, and nonprofit institutions held exempt from taxation under section 501(c) (3) of the 1954 Internal Revenue Code may apply to acquire Government property determined suitable by HUD for homeless use by deed under 40 U.S.C. § 550(a)-(d).

Interested parties will have **30 calendar days from the date of this notice** to submit a written expression of interest and obtain necessary application forms from the Department of Health and Human Services (HHS). Public bodies and eligible nonprofit organizations wishing to apply for the property for homeless use contact:

Theresa Ritta
Program Manager, Real Property Management Services
Program Support Center, Real Estate, Logistics and Operations
U.S. Department of Health and Human Services
5600 Fisher Lane – Office #06W66
Rockville, MD 20852
(301) 443-2265 General Office
rpb@psc.hhs.gov

If no expression of interest for homeless use is received within the specified timeframe, then the property will become available for disposal as surplus property according to the regulations cited on Attachment A, "Public Benefit Conveyance Statutes & Federal Sponsoring Agency Contacts".

The property is offered "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended.

For more information about the property or to arrange an inspection, contact:

U. S. General Services Administration
Public Buildings Service
Real Property Utilization and Disposal Division (4PZ)
Attn: Eric Stavely, Project Manager
77 Forsyth Street, S.W.
Atlanta, Georgia 30303
Phone: (404) 803-3128
Email: eric.stavely@gsa.gov

If you would like to receive future notices of property availability, please register on the GSA Property Disposal Resource Center website at <https://propertydisposal.gsa.gov>. Under the section titled "McKinney-Vento Act Customers", select "Sign up for e-mail notification of available properties."



June 09, 2025

U.S. General Services Administration
Public Buildings Service
Real Property Utilization & Disposal Division
77 Forsyth Street, SW
Atlanta, GA 30303

NOTICE OF SURPLUS DETERMINATION

Notice is hereby given that the subject property has been determined to be surplus Federal Government property and is available for disposal pursuant to the provisions of the Property Act 40 U.S.C. §§ 101 et seq. The applicable regulations provide that public agencies (non-Federal) shall be allowed to submit a formal expression of interest for surplus real property within **30 calendar days** of the date of this notice.

The property is offered "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended.

Any use of the property will be subject to compliance with Federal, state and local regulations governing wetlands including but not limited to Executive Order 11990, Protection of Wetlands, as may be appropriate.

The U.S. Department of Housing & Urban Development (HUD) has determined the property is suitable for use as a facility to assist the homeless under the terms of Title V of the Stewart B. McKinney Homeless Assistance Act (42 USC 11411, as amended). The property is currently being screened for interest from homeless providers. Homeless interests have priority over other public benefit entities.

Disposal of this property, or portions thereof, may be made to public agencies for the public uses cited on **Attachment A, "Public Benefit Conveyances Authorities & Federal Sponsoring Agency Contacts"**. If any public agency desires to acquire the property for the uses identified in Attachment A, written notice must be filed with the appropriate Federal Sponsoring Agency (listed on Attachment A) before close of business 30 calendar days from date of this notice. An application form to acquire property for the stated use, and instructions for the preparation and submission of an application, may also be obtained from that same agency.

In addition to filing notices with the proper Federal Sponsoring Agency, written notice must be provided to the U.S. General Services Administration ("GSA") at the address below within the same 30-day period. An inspection or more information about the property may be obtained by contacting the following GSA representative:

U. S. General Services Administration
Public Buildings Service
Real Property Utilization and Disposal Division (4PZ)
Attn: Eric Stavely, Project Manager
77 Forsyth Street, S.W.
Atlanta, Georgia 30303
Phone: (404) 803-3128
Email: eric.stavely@gsa.gov

Such written notice shall:

- (1) Disclose the contemplated use of the property.
- (2) Cite authority in Attachment A under which the entity is authorized to acquire the property.

Upon receipt of such written notice, the applicant shall be informed of the period of time that will be allowed for submission of a formal application. In the absence of such written notice, or in the event a public use proposal is not approved, the regulations issued pursuant to authority of the Property Act, 40 U.S.C. §§ 101 et seq., provide for offering the property for sale.

If any public agency considers that the proposed disposal of this property is incompatible with its developmental plans and programs, notice of such incompatibility must be forwarded to the aforementioned GSA address within the same 30 calendar day timeframe prescribed above.

In order to receive future notices of surplus real property, or to obtain additional information regarding public benefit conveyances, please visit the GSA Real Property Utilization and Disposal website at <http://disposal.gsa.gov> and click on "State and Local Customers".



June 09, 2025

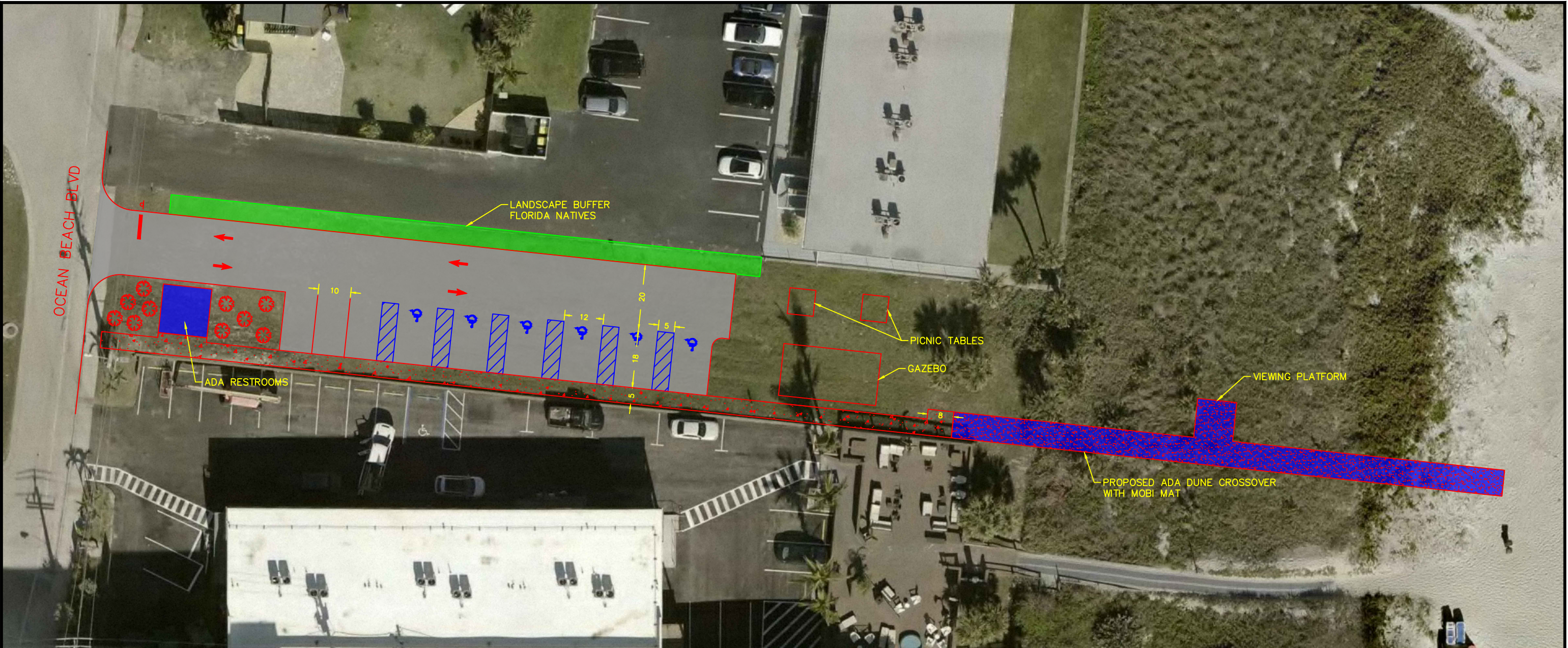
U.S. General Services Administration
Public Buildings Service
Real Property Utilization & Disposal Division
77 Forsyth Street, SW
Atlanta, GA 30303

ATTACHMENT A

Public Benefit Conveyance Statutes & Federal Sponsoring Agency Contacts

The subject property will be available for the public uses listed below. An application form to acquire property for the stated use, and instructions for preparation and submission of an application, may be obtained from the Federal Sponsoring Agency Contacts listed below:

STATUTE	PUBLIC USE	FEDERAL SPONSORING AGENCY CONTACT
40 U.S.C. 545 (b)(8)	Negotiated sales to public bodies for public purposes	U.S. General Services Administration (GSA) Real Property Utilization & Disposal Division (4PZ) Attn: Eric Stavely , Realty Specialist 77 Forsyth Street, SW Atlanta, GA 30303 Phone: 404-803-3128 Email: eric.stavely@gsa.gov
40 U.S.C. 550 (e)(1)	Public park or recreation	U.S. Department of Interior National Park Service Attn: Tatiana Marquez 1849 C Street NW, Mail Stop 1353 Washington, DC 20240 202-354-6915 Email: nps_flpnational@nps.gov Tatiana_Marquez@nps.gov



LEGEND:

- PAVEMENT
- SIDEWALK
- ADA DUNE CROSSOVER
- ADA RESTROOMS
- FLORIDA NATIVE PLANTS

PROPOSED PARKING:

ADA	6
STANDARD	3
TOTAL	9



DESIGNED	MMZ	DATE	05/08/2024	ENGINEER OF RECORD: _____ Signature Date CITY OF COCOA BEACH Public Works Department 1600 Minutemen Causeway Cocoa Beach, Florida 32931 Tel. (321) 868-3219	 PROJECT: ADA BEACH PARK 3570 OCEAN BEACH BLVD, COCOA BEACH SHEET: CONCEPTUAL SITE PLAN	SCALE: 1" = 30'
DRAWN	MMZ	DATE	07/08/2025			SHEET 1
CHECKED		DATE				OF 1
APPROVED		DATE				Project Code:

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
AJ Hutson, City Manager

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-13, A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting Cocoa Beach Centennial Square Usage Fees and providing for an effective date.

Staff Representative: AJ Hutson, Interim City Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The City of Cocoa Beach is committed to maintaining public spaces that enhance community engagement, preserve public welfare, and ensure high-quality amenities for residents and visitors. As part of this commitment, the City owns and operates Centennial Square and the Community Room, located at the City Hall Facility, which serve as vital venues for public gatherings, civic events, and non-commercial community activities.

To promote orderly and equitable access to these spaces, the City Commission finds it necessary to formally adopt a fee schedule that balances affordability for residents with the need to support ongoing maintenance, operations, and improvements. This resolution sets forth usage fees that reflect the value of these facilities while ensuring responsible use aligned with the City's goals for health, safety, and quality of life.

This action will:

- Provide a structured rental process for both residents and non-residents;
- Establish reasonable usage fees that help sustain the public space without overburdening taxpayers;
- Support the ongoing upkeep and functionality of Centennial Square and the Community Room;
- Clarify expectations for users and enhance transparency in the City's operations.

The proposed resolution will take effect immediately upon adoption by the Cocoa Beach City Commission at a regularly scheduled public meeting in 2025, with implementation carried out by City staff under the direction of the City Manager.

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING COCOA BEACH CENTENNIAL SQUARE USAGE FEES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach is a family-oriented resort community with paramount consideration given to the health, safety, welfare, comfort and quality of life for all citizens; and

WHEREAS, the City of Cocoa Beach, Florida, owns and maintains the Community Room and Centennial Square, a community space, as part of the City Hall Facility; and

WHEREAS, the City of Cocoa Beach desires to establish controls and guidelines to ensure that usage of these community spaces are in accordance with health, safety, welfare, comfort and quality of life standards; and

WHEREAS, the purpose of these community spaces and amenities is to provide venues for community-oriented non-commercial events and activities, and

WHEREAS the purpose of this Resolution is to set usage fees for the Cocoa Beach Centennial Square; and

WHEREAS the fees set forth herein are deemed reasonable and necessary to support the ongoing operation, maintenance, upkeep and improvement of the Cocoa Beach Centennial Square.

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

SECTION 1. Adoption of Cocoa Beach Centennial Square Fees.

The City Commission of the City of Cocoa Beach, Florida, hereby adopts the following fee schedule for use of the public space for events or activities:

City Hall Lawn	
Resident Rate (4 hours)	\$200.00
Non-Resident Rate (4 hours)	\$500.00
Resident Rate (8 hours)	\$300.00
Non-Resident Rate (8 hours)	\$1000.00
Resident hourly (2 hour minimum)	\$50.00
Non- Resident hourly (2 hour minimum)	\$200.00
Stage Add On	\$100.00
Public Restroom Access – Non Business Hours	\$100.00 per hour

Community Room – Residents Only	
Full Day (over 4 hours)	\$650.00
Half Day (4 hours and under)	\$350.00
Hourly (2 hour minimum)	\$125.00
Deposit	50% of total rental fee

SECTION 2. Effective Date.

This Resolution shall take effect immediately upon adoption.

Upon Motion by Commissioner _____ and seconded by Commissioner _____, this Resolution was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ day of _____, 2025.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

ATTEST:

Karin Grooms,
City Clerk, MPA, CMC

Keith Capizzi,
Mayor-Commissioner

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 violation, the fine or penalty for each violation shall be stated, and the total fines or penalties set forth in the citation shall be set forth. A citation may be appealed to the special magistrate if such appeal is made in writing to the city clerk within 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:**

City Commission /
Karin Grooms, City Clerk

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Appoint a member of the Space Coast League of Cities Committee

Space Coast League of Cities (Meets 2nd Monday, 6:30 pm. at Hosting City)

**Space Coast League of Cities Intergovernmental Committee (2nd Monday,
5:45pm, at Hosting City)**

2025 Voting Delegate, ~~Tim Tumulty~~ _____

2024 Voting Delegate, Karalyn Woulas, Commissioner Hutcherson as Alternate
Delegate

Representative: City Commission

IS THIS ITEM BUDGETED (IF APPLICABLE)?

.

BACKGROUND:

.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
AJ Hutson, City Manager

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Approve the renewal of the USTA contract as revised following negotiations between the City and USTA Florida. The updated agreement includes a ten-year term in exchange for USTA Florida committing to a one-time capital investment of \$1,150,000 to renovate the six existing tennis courts.

Staff Representative: AJ Hutson, Interim City Manager

Recommendation: Consider

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

This contract Amendment #3 with United States Tennis Association (USTA) - Florida Section, Inc., a Florida not-for-profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, shall include changes & clarifications as indicated. Except as modified herein, the terms and conditions of the Contract that began June 1, 2025 shall remain in full force and effect. To the extent of any conflict between the terms of the previously mentioned documents and the terms of this Amendment, the terms of this Amendment shall control. The contract term will be extended from June 1, 2025 to May 31, 2035, unless either party chooses to exercise its rights under Article 29, Termination.

**CITY OF COCOA BEACH
MANAGEMENT & OPERATION OF THE MUNICIPAL
TENNIS FACILITY FOR PROFESSIONAL SERVICES**

AMENDMENT #3

This contract, Amendment #3, with United States Tennis Association-Florida Section, Inc. (USTA), a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, shall include changes & clarifications indicated below. Except as modified herein, the terms and conditions of the Contract that began December 1, 2017, shall remain in full force and effect. To the extent of any conflict between the terms of the previously mentioned documents and the terms of this Amendment, the terms of this Amendment shall control. This amendment voids all prior amendments.

ARTICLE 1 – TERM OF CONTRACT

This contract term will be extended for 10 years, from June 1, 2025, to May 31, 2035, unless the parties exercise their rights under Article 29, Termination.

ARTICLE 2 – CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of Andi Segarra, Leisure Services Director, or designee, who shall act as the City's Contract Administrator during the performance of this Contract. The Contract Administrator for the Contractor is Laura Bowen, who will also serve as the day-to-day contact person. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 9 – INDEMNIFICATION

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby contracts and agrees to indemnify and save harmless and defend the City, its agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents, servants, representatives, or employees in the performance of this Contract.

The Contractor further agrees to indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any negligent conduct or willful misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be vicariously liable.

CITY OF COCOA BEACH MANAGEMENT & OPERATION OF THE MUNICIPAL TENNIS FACILITY FOR PROFESSIONAL SERVICES

ARTICLE 29 – TERMINATION

Either party may terminate this agreement for cause, based solely upon a breach by the other of any material obligation under this Agreement if such breach remains uncured for a period of thirty (30) days following delivery of written notice to the breaching party of the breach by the non-breaching party, (or, if such breach cannot be cured within such thirty day period, the breaching party does not continue in good faith to effect such cure, provided that such cure must be effected in any event within ninety (90) days following receipt by the breaching party of such notice of breach. Except that a breach of Contractor's obligation to pay any monies due the City within 10 days after written notice to Contractor shall constitute a breach of a material term for the purpose of this section if uncured within fifteen (15) days following the written notice.

The following shall be deemed as material obligations:

- Misconduct or negligence on the part of the Contractor;
- Substantial failure by the Contractor to perform in accordance with the terms of this Contract through no fault of the City.
- Substantial failure includes but is not limited to, malfeasance; service deterioration; and failure to maintain courts to acceptable standards.
- Failure by the City to perform in accordance with the terms of this Contract.

Termination without cause may be executed only by USTA Florida Board of Directors vote with contract cancellation notification provided to the city within 30 days of the vote.

EXHIBIT A – SCOPE OF WORK

1. USTA Florida will make a one-time capital investment of up to \$1,150,000 to renovate the six tennis courts currently in disrepair and further damaged by Hurricane Ian and implement a new tennis court lighting system and related equipment. USTA Florida to select and pay the contractor directly and inspect all work.
2. USTA Florida will manage, operate and provide services at the Cocoa Beach Tennis Facility, that are at least similar in quantity and quality to services found at other municipal tennis facilities, of similar type in Central Florida.
3. USTA Florida will provide court space for the Cocoa Beach school tennis teams for both practice and match play with other schools, at no charge.
4. USTA Florida will hire and manage all facility staff based on our expertise and need, ensuring that they are Safe Sport Approved and Complete a Level 2 Background Check.

CITY OF COCOA BEACH MANAGEMENT & OPERATION OF THE MUNICIPAL TENNIS FACILITY FOR PROFESSIONAL SERVICES

EXHIBIT B – FEE SCHEDULE

In agreeing to USTA Florida making the \$1,150,000 (max) capital investment, City of Cocoa Beach agrees to waive all fees during the full term of this contract.

EXHIBIT C – CITY ASSISTANCE

In addition to the existing terms, the City shall:

1. Replace fencing for the six courts that are being reconstructed at the time of construction.
2. Replace additional fencing no later than the next budget cycle.
3. Remove/Demolish existing light poles on all 12 courts prior to/during construction. The specific timeline will be determined once the contractor is selected and USTA Florida will coordinate and communicate with the city on the timing.

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CITY OF COCOA BEACH
MANAGEMENT & OPERATION OF THE MUNICIPAL
TENNIS FACILITY FOR PROFESSIONAL SERVICES

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

CITY OF COCOA BEACH

Attest:

By:

Signature:

By:

Karin Grooms
City Clerk
City of Cocoa Beach

Keith Capizzi
Mayor
City of Cocoa Beach

Date:

Date:

CONTRACTOR:

By:

Company Name

Signature

Title

Printed Name

Date

A.J. Hutson

From: Laura Bowen <bowen@ustaflorida.com>
Sent: Tuesday, June 24, 2025 3:47 PM
To: citymanager@cityofcocoabeach.com; Scott Maxim
Cc: Chuck Gill (BOARD MEMBER); John Sanders
Subject: USTA Florida Letter to Cocoa Beach Re: Capital Investment & Contract Amendment
Attachments: USTA FL Letter to Cocoa Beach on Capital Investment_June 24 2025.pdf

Good afternoon, Mr. Hutson...

On behalf of USTA Florida President Chuck Gill and our Board of Directors, please find the attached letter providing brief background information on our recent offer to make a direct capital investment in the Racquet Club of Cocoa Beach. This letter provides a basic summary of the many discussions we have had with the city related to the court improvements and lighting needs during the past few years.

Please let us know if you need additional information as you weigh this decision.

Sincerely,

Laura Bowen, PMP®

Executive Director

[USTA Florida](#)

bowen@ustaflorida.com

Mobile: [407-917-9156](tel:407-917-9156)

Web: USTAFlorida.com

Connect with us: [Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#)

Download our app: [Apple](#) | [Android](#)



"To Promote and Develop Tennis for All"



June 24, 2025

City of Cocoa Beach
c/o Mr. AJ Hutson, City Manager
2 South Orlando Ave.
Cocoa Beach, FL 32932
Sent Via Email to citymanager@cityofcocoabeach.com

Dear Mr. Hutson:

USTA Florida has a long-standing relationship with the City of Cocoa Beach, and we value the work we do together to support healthy and thriving tennis communities. Through our local staff, we have delivered a wide range of tennis programs to the Cocoa Beach community for more than 7 years.

The purpose of this letter is to provide a brief history of communications between USTA Florida and the City of Cocoa Beach regarding much-needed capital improvements and provide supporting information on the current amendment (#3) that was shared with the previous city manager.

BACKGROUND

USTA Florida has been managing the Racquet Club of Cocoa Beach since December of 2017. Our initial contract was the result of a bid process. USTA Florida has covered all staffing costs, tennis supplies and equipment to the facility year-round, and we add clay court material every year at our cost. We also provide financial and court occupancy reports to the city regularly. Our contract fee was lowered in 2020, due to city restrictions on play during that year following the COVID pandemic. Our contract fee was restored to the original amount in the 2023 contract renewal amendment (#2). Communications related to the most recent contract renewal are part of city record.

HURRICANE RELIEF GRANT

The front six tennis courts at the Racquet Club of Cocoa Beach already were in need of repair when Hurricane Ian struck in September of 2022. The impact of the hurricane and having the courts submerged made conditions worse and highlighted drainage issues on the courts. As part of USTA Florida's partnership, we worked with the city to request a Hurricane Relief Grant from the USTA Florida Section Foundation (501c3) to help offset the cost of the court renovations.

A formal commitment letter, offering \$200,000 upon completion of repairs, was sent to the City of Cocoa Beach on May 3, 2023, along with related terms. During the grant process, the placement of the light poles was noted as a safety issue, but the city was granted an exception in the grant at that time due to not having the funds approved for the additional electrical repair/replacement.



Unfortunately, because the Hurricane Relief funds have not been used for the repairs, the USTA Florida Section Foundation has voted to rescind its 2023 commitment and will be sending an official communication to the city shortly to that effect.

ONE-TIME CAPITAL INVESTMENT OFFER

USTA Florida's Board of Directors earlier this year discussed the state of the courts at Racquet Club of Cocoa Beach at length and asked our Director of Tennis Management to explore a potential meeting with the city to see if it would be possible for us to make a capital investment as part of an extended partnership. There was an informal discussion with Commissioner Tumulty at the Racquet Club that led to a formal meeting with the previous city manager and several staff members on April 14th. During that meeting, we discussed our contract and potential terms that would be important to USTA Florida in order to move forward with a major capital investment for courts and lights.

On May 7th, USTA Florida's Board met to discuss maximum funding amount and contract amendment requirements necessary to make the investment. The result of that meeting was Amendment #3, which details USTA Florida's financial offer (including a small contingency) and all related requirements of the city. The amendment was sent to the city manager on May 9th. It is a final offer and the terms of the amendment are non-negotiable.

We are happy to present this information in person at an upcoming city meeting during the week of July 14th or July 21st. Alternatively, we can be available via phone to answer questions from city staff. We respectfully request that you accept or deny the offer as presented no later than July 31, 2025. This allows us to reallocate these funds to other proposed capital projects without significant delay.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Gill".

Chuck Gill
USTA Florida Board President
Gill@ustaflorida.com

A handwritten signature in black ink, appearing to read "Laura Bowen".

Laura Bowen
USTA Florida Executive Director
bowen@ustaflorida.com

Cc: John Sanders, USTA Florida Director of Tennis Management Operations
Dana Andrews, USTA Florida Legal Counsel
Scott Maxim, City of Cocoa Beach Capital Projects Director



Attachments

Hurricane Relief Letter – May 3, 2023

Quotes from Fast-Dry Courts & MUSCO Lighting

Amendment #3



5/2/2023

City of Cocoa Beach
ATTN: Wayne Carragino
1600 Minuteman Causeway
Cocoa Beach, FL 32932

Subject: Funding Commitment for Hurricane Relief Assistance – *Racquet Club of Cocoa Beach*

Mr. Carragino,

We are pleased to provide this letter as a financial commitment from the USTA Florida Section Foundation to support The Racquet Club of Cocoa Beach request for Hurricane Relief assistance. The USTA Florida Section and USTA Florida Section Foundation recognizes the negative impacts natural disasters can have on the tennis eco-system in Florida. We are pleased to provide this assistance as you work to re-build six of the courts that were damaged by flooding.

The USTA Florida Section Foundation has voted to commit \$200,000 towards the restoration of your tennis courts, which were impacted by Hurricane Ian. These committed funds are *contingent* upon the following terms and conditions:

1. Acceptance of the comments provided in the USTA technical review document (attached) and comments/responses provided in writing to USTA and USTA Florida.
2. Continuation of the technical review process with USTA and project manager Lynne Schachte, which includes review of all construction plans and proposals to ensure compliance with recommendations.
3. City budgeting for all remaining project cost not covered by this grant commitment. NOTE: Grant funds may only be used to pay for the court renovations as specified in the scope of work outlined during the review process.
4. Submission of invoices to be paid and/or receipts of completed work in alignment with the approved scope of work.

Our team will be in touch soon to schedule a meeting to review these items and all next steps. Should you have any questions or concerns, please reach out to your point of contact: Laura Bowen, bowen@ustaflorida.com, 407-917-9156.

We are thrilled to support your efforts in restoring your facility to resume tennis programming for USTA Florida players. Together, we can promote and develop tennis for all while changing lives through tennis.

Sincerely,

Jeffrey Lato

Jeffrey Lato
Sr. Director of Section and Foundation Operations
USTA Florida Section
lato@ustaflorida.com



Job #22185

May 6, 2025

PROPOSAL

Billing:

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

Job Address / Shipping:

City of Cocoa Beach
4600 Tom Warriner Blvd
Cocoa Beach, FL 32931

Contact: John Sanders
Telephone: 321-420-0907
E-mail: sanders@ustaflorida.com

Dear John:

Thank you for taking the time to allow me an overview of your project needs. Fast-Dry Courts, Inc. proposes to provide the scope of work described as rebuild six (6) asphalt tennis courts in one 2-court battery measuring 110' x 120' and one 4-court battery measuring 208' x 120'. Remove and dispose of asphalt (assume 1" thickness), net post footers, and up to 6" of existing base rock. Regrade and add 6" of DOT crushed concrete base and pave with 1-1/2" VIRGIN Type S-3 hot mix asphalt. Install six (6) pair of net post footers with PVC sleeves, and new center anchors. Pressure clean and fine patch surface after up to 45-day cure time; apply 4 coat acrylic color system, including 2 coats of Laykold Acrylic Resurfacer, 2 coats of Tropiccoat® acrylic court paint and playing lines to USTA specifications including QuickStart lines, in blended color, centered on each court. Install six (6) pair of NeverRust all-aluminum net posts, and Six Star II nets with center straps, and anchor mates with locking bands for the total cost of **\$447,795.00**. *NOTE: Owner's responsibility to provide proper site access, remove existing fence mesh, and install new fence in proper coordination with the court construction. FDC is not responsible for damage to sod, landscaping, sidewalk, or pavers due to access.*

**** Some competitors may advise paving with only 1" of asphalt, however the American Sport Builders Association (ASBA) guidelines advise 1-1/2" to prevent premature cracking, and a longer life span. They may also advise applying 3 coat acrylic color system, utilizing only one (1) coat of acrylic resurfacer. An additional coat of acrylic resurfacer adds long term value and extends the life span of your court by filling cracks, providing a smoother surface, and better concealing corrective work, especially fiberglass membrane.***

A basic approach to surfacing your court would be to simply apply the scope listed above. However, here at FDC, we approach each job with the intent of adding value to our customers. Knowing the extremely volatile climate of South Florida, its poor sandy subbase, and its effects on asphalt, we highly recommend that you also apply a fiberglass membrane over entire asphalt surface to help retard future cracking, thus adding value. This application will also include an additional coat of acrylic resurfacer. This application is **\$20,995.00** in addition to the scope above, and it will help extend the lifespan of your court. In support, most new construction jobs are scoped this way. *A 1 year workmanship guarantee is offered with this work, and any guarantee in-line with cracking, flooding, hydrostatic pressure, and sub-base settling are excluded.*

Furnish and install one (1) hip type 4-leg awning, measuring 9' x 19' with painted steel frame bolted to new 4" thick concrete pad measuring 10' x 20' with 8" thickened edge and dual vapor barrier for the total cost of **\$27,995.00**.

www.fast-dry.com & www.10-s.com
National: (800) 432-2994 - Local: (954) 979-3111 - Fax: (954) 978-8479
CONSTRUCTION < RESURFACING < MAINTENANCE < SUPPLY



Fast-Dry Courts, Inc. has a proven 44-year track record of exceeding customer expectations. As a family-owned and operated company, we have completed over 15,000 projects with professionalism, quality, and performance. Our commitment to quality and professionalism has led the American Sports Builders Association (ASBA) to recognize Fast-Dry Courts, Inc. for excellence in tennis court construction for an unprecedented 26 years. It also is what allowed us to become the official contractor of the Miami Open, since its move to Hard Rock Stadium in 2019. Furthermore, over 69% of our projects last year came from existing customers or referrals. Fast-Dry Courts, Inc. is a licensed General Contractor, bondable and insured up to \$3,000,000.00, with all Project Managers having at least 16 years of experience.

Should you wish to move forward, a formal agreement will be required prior to job scheduling and commencement. Due to the volatility of pricing for construction materials, this proposal is subject to change, unless extended in writing by Fast-Dry Courts, Inc. If you have any further questions, please call me at (800) 432-2994.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Froehling", with a stylized flourish at the end.

Fast Dry Courts, Inc.
Sean Froehling
Account Executive

Quote

Date: 5/5/2025
Expiration date: 6/5/2025
To: John Sanders

Project: Racquet Club of Cocoa Beach
Cocoa Beach, Florida
Ref: 244857

Quotation Price – Materials Delivered to Job Site and Installation

Tennis Courts 1 - 12 \$ 595,125.00

Sales tax, bonding, and permitting fees are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles and uniformity of 2:1

System Description

- Factory-aimed and assembled luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.



Quote

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location. Pre-shipping of concrete bases is available at an additional cost.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 150 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- This price is based on standard foundations and does not include suspended bases or reinforcement.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /
Michael Bryan, Assistant to the City Clerk

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

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.

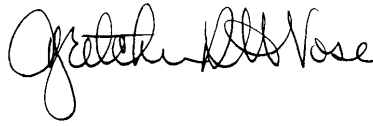
The attorneys of the Vose Law Firm have realized over the years that a flat fee arrangement results in more frequent contact between the attorneys on one side, and the staff and elected officials on the other, which almost always results in less “false starts,” and unintentional legal errors by government 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!

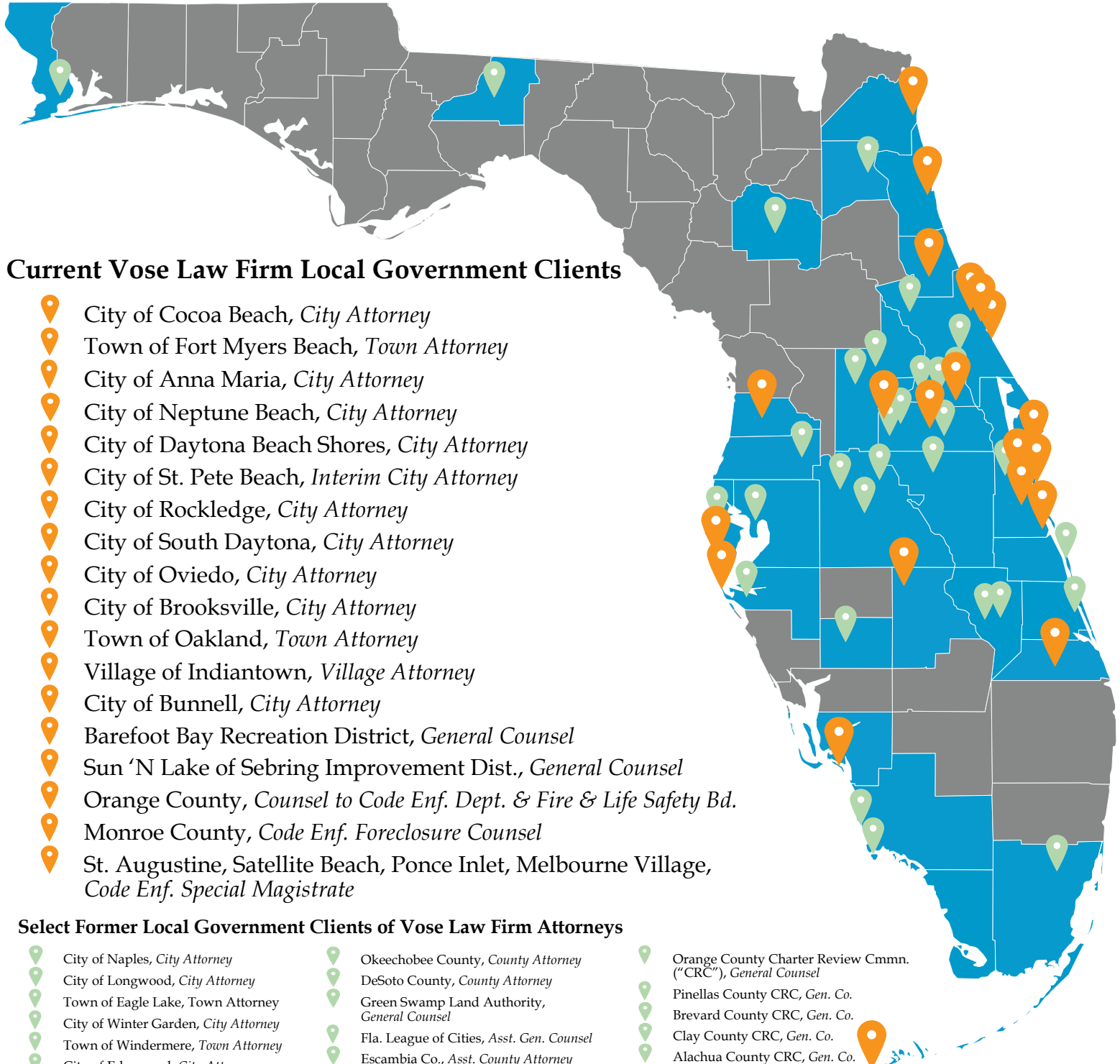
Thank you in advance for your review and consideration of our request.

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

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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

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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
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Winter Park, Florida 32789
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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
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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

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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

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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

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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: _____

ORDINANCE NO. 1699

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, ADDING A NEW SECTION 26-14, "PARKING ON CITY OWNED OR LEASED PROPERTY", OF ARTICLE I, "IN GENERAL", OF CHAPTER 26, "TRAFFIC", OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; PROVIDING PROVISIONS FOR PARKING ON CITY OWNED OR LEASED PROPERTY; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds it appropriate to provide regulations for parking on City owned or leased property; and

WHEREAS, the City Commission adopts this ordinance under its police powers for the health, safety and welfare of the City and its residents and visitors.

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

SECTION 1. Enactment. A new Section 26-14, "Parking on City owned or Leased Property", of Article I, "In general", of Chapter 26, "Traffic", of the Code of Ordinances of the City of Cocoa Beach is hereby created 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 City Code 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

Sec. 5-21 - Parking on city owned or leased property.

- (a) Whenever the city manager shall determine that the orderly, efficient conduct of the city's business or public safety requires that parking or standing of vehicles on city owned or leased property be prohibited, limited or restricted, the city manager shall have the power and authority to order signs to be erected or posted, and to install and have maintained parking space markings, indicating that the parking of vehicles is thus prohibited, limited or restricted.
- (b) The prohibitions, limitations or restrictions authorized by this section may include, but not be limited to, establishing designated or prohibited parking spaces, establishing tow zones, requiring city issued decals affixed to a vehicle, limiting parking to certain days and hours, limiting the size of vehicles, requiring directional parking, establishing loading zones and enforcing any ordinance, rule or regulation adopted by the city commission.
- (c) When signs or parking space markings are in place, giving notice of such prohibition, limitation or restriction authorized hereunder, no person shall park or stand any vehicle contrary to the directions or provisions of such signs or parking space markings.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Accept the Engineers' Recommendation of Award for the bid submitted by C & D Construction, Inc in the amount of \$913,787.30 for bid #CB25-007, Ramp Road Stormwater and Parking Lot Improvements. Allow staff to enter into contract with C & D Construction, Inc. This project was awarded grants from FDEP and Save Our Indian River Lagoon (SOIRL). This is a budgeted Capital Project.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted Capital Project.

BACKGROUND:

On March 7, 2024, City Commission approved Jacobs Engineering Group to perform engineering and design services for Ramp Road Parking Lot and Stormwater Improvements. The project consists of expanding the parking lot, repaving the existing parking lot, and improving the parking lot stormwater system. The stormwater from the parking lot will be directed into the adjacent pond to be treated before entering the Banana River Lagoon. A side bank filter and floating treatment wetlands will be added to the pond to improve the water quality.

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

Gregori Construction, Inc - \$910,019.00
C & D Construction, Inc. - \$913,787.30
Masci General Contractor, Inc. - \$1,044,959.71
Jobear Contracting, Inc. - \$1,136,836.50
BDI Marine Contractors, LLC - \$1,273,048.00
Universal Contracting & Construction, Inc. - \$1,357,308.85
Gibbs & Register, Inc. - \$1,536,924.00

Jacobs Engineering Group has evaluated the seven bids and has made a recommendation to award C & D Construction, Inc.



Challenging today.
Reinventing tomorrow.

Jacobs

200 S. Orange Avenue
Suite 900
Orlando, FL 32801
United States

T +1.407.903.5001
F +1.407.903.5150
www.jacobs.com

July 3, 2025

Attn: Morgan Zuhlke, EI
Stormwater Utility Manager
City of Cocoa Beach Public Works
1600 Minutemen Causeway, Cocoa Beach, FL 32931-2430
321-868-3316

Subject: Recommendation of Award - RFP CB25-007: Ramp Road Park Stormwater Improvements

Dear Ms. Morgan Zuhlke,

Jacobs is pleased to present this recommendation for the award of RFP CB25-007: Ramp Road Park Stormwater Improvements after reviewing the seven (7) bids submitted to the City of Cocoa Beach on June 20, 2025 against the criteria outlined in the RFP.

Bidder	Calculated Bid by Unit Price
Gregori Construction, Inc.	\$ 910,019.00
C & D Construction, Inc.	\$ 913,787.30
Masci General Contractor, Inc.	\$ 1,044,959.71
Jobear Contracting, Inc.	\$ 1,136,836.50
BDI Marine Contractors, LLC	\$ 1,273,048.00
Universal Contracting & Construction, Inc.	\$ 1,357,308.85
Gibbs & Register, Inc.	\$ 1,536,924.00

After careful scoring and deliberation, we recommend that the City award the contract for the Ramp Road Park Stormwater Improvements to: **C & D Construction, Inc.**

Their submission provided a comprehensive and well-organized approach, demonstrating a deep understanding and relevant experience and competitive proposal, having completed similar projects successfully and are qualified to complete the Ramp Road Park Stormwater Improvements Project.

Sincerely,

Ricky Ly, PE
Engineer of Record

+1 407-432-9563
ricky.ly@jacobs.com

Copies to: Brad Kalsow, Director of Public Works, City of Cocoa Beach

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Approve the Scope of Services for Construction, Engineering and Inspection (CEI) of the Ramp Road Parking Lot and Stormwater Improvements Task Order 16 with Jacobs Engineering Group in the amount of \$88,827. This is a budgeted item.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

On March 7, 2024, City Commission approved Jacobs Engineering Group to perform engineering and design services (Task Oder 12) for Ramp Road Parking Lot and Stormwater Improvements. The project consists of expanding the parking lot, repaving the existing parking lot, and improving the parking lot stormwater system. The stormwater from the parking lot will be directed into the adjacent pond to be treated before entering the Banana River Lagoon. A side bank filter and floating treatment wetlands will be added to the pond to improve the water quality.

This Task Order 16 is for Construction Administration services, such as a pre-construction meeting, update meetings, progress reports, site visits, field inspections, submittal reviews, punch list management, final inspection and closeout, review as-builts, and certificate of completion for permit.

**CITY OF COCOA BEACH
AGREEMENT FOR CONTINUING
ENGINEERING SERVICES RFQ CB20 005**

**ATTACHMENT C
TASK ORDER FOR PROFESSIONAL SERVICES**

Sample Task Order is shown on next page. This form is to be used for work authorized under this contract.

TASK ORDER # 16 **CONTRACTOR** Jacobs Engineering Group, Inc.

Description Of Services & Rates (use additional pages as necessary)

Ramp Road Park Parking Lot and Stormwater Improvements During Construction Services

Professional Services (See attached Scope of Work).

Time and Materials _____

WORK AUTHORIZED:

City: _____
Contract Administrator

ACCEPTED:

Contractor: 
Francois Didier Menard
Vice President, Jacobs Engineering
Group, Inc

Date: _____

Date: 07/03/2025

WORK COMPLETED:

City's Contract Administrator

Date: _____

Distribution : City; original to Contract Administrator
Contractor; copy



Task Order 16 - Scope of Work – Ramp Road Stormwater and Parking Lot Improvements - During Construction Services

Document No.: 231211111830_db31ef8c
Version: Final

City of Cocoa Beach, Florida

June 24, 2025

Task Order 16 - Scope of Work – Ramp Road Stormwater and Parking Lot Improvements - During Construction Services

Client name: City of Cocoa Beach, Florida

Project name:

Document no: 231211111830_db31ef8c

Project no: BPO00ZF1

Version: Final

Project manager: Jaynelle Pemberton

Date: June 24, 2025

Prepared by: Ricky Ly

File name: TO 16 City of Cocoa Beach Ramp
Road Park Improvements
Construction Services Scope1.docx

Document history and status

Version	Date	Description	Author	Checked	Reviewed	Approved
1	6/24	Final TO	RQL	RL	RL	RQL

Distribution of copies

Version	Issue approved	Date issued	Issued to	Comments

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Appendix A Estimated Time and Materials Fee

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Acronyms and Abbreviations

City	City of Cocoa Beach
SJRWMD	St. Johns River Water Management District
TO	task order

1. General

Jacobs Engineering Group Inc. (Jacobs) proposes that Task Order (TO) 16—that is, Ramp Road Stormwater and Parking Lot Improvements During Construction Services —be executed under the terms contained in City of Cocoa Beach (City) Agreement for Continuing Engineering Services Request for Qualifications CB20 005, effective January 1, 2021. This TO gives no rights or benefits to anyone other than the City and Jacobs. Additionally, this TO has no third-party beneficiaries.

1.1 Background

The City's Ramp Road Park is located at the west end of Ramp Road and adjacent to Freedom 7 Elementary. The park includes both motorized and nonmotorized boat launching ramps, a playground, a tennis court, picnic tables, and bathrooms.

Currently, the park experiences challenges with parking capacity. The City previously asked Jacobs, as part of TO 9, to explore parking expansion and innovative stormwater treatment options available for the project site and TO12 to assist the City with developing a design for the parking lot expansion, as well as prepare design drawings and conduct permitting and bidding services for the construction work at Ramp Road Park.

This TO is to assist the City with services during construction.

1.1.1 General Scope of Task Order 16 Services

The TO 16 scope of services during construction includes the following main tasks:

Task 1: Project Management and Pre-Construction Meeting

Task 2: Engineering Inspection Services

Task 3: Submittal Review

Task 4: Substantial and Final Completion Inspection and Closeout

Services provided in this TO are detailed in Section 2.

2. Specific Scope of Task Order 16 Services

2.1 Task 1 – Project Management and Pre-Construction Meeting

Project Management

Jacobs will provide project management services as part of this task, which includes the following:

1. Perform general coordination and management services related to project execution and project delivery
2. Hold three virtual periodic client progress / update meetings
3. Prepare invoices and monthly progress report updates

Pre-Construction Meeting

The consultant will attend the pre-construction meeting scheduled by the Contractor. The meeting shall include one on-site preconstruction meeting with the City and Contractor and include up to two Jacobs representatives, including the engineer of record.

The consultant will provide meeting minutes in electronic format within 5 business days of the meeting. Meeting minutes are highlights that summarize the discussion and decisions made during the meeting.

2.2 Task 2 - Engineering Inspection Services

The Consultant will provide periodic engineering and inspection services during the construction phase of the project. The Consultant shall monitor and inspect the construction such that the project is constructed in conformance with the plans, specifications, special provisions, and other Contract Documents. During each site visit, the Consultant will also assess the progress and report on any discrepancies observed during site visits to the City. The Consultant shall advise the City of any omissions, substitutions, defects, deficiencies, or any other non-conforming work performed by the Contractor and provide recommendations for corrective action.

The above shall be included in a field inspection report and photographs to be submitted by the consultant to the City no longer than three business days from completion of construction. Total construction duration is anticipated to be no longer than 6 months, with an active construction period estimated to be 3 months. The inspection frequency shall not exceed two site visits per week through the active construction duration (3 months).

Site Visits: Two site visits per week to monitor progress, review compliance with design specifications, and address any on-site issues promptly.

Quality Control and Assurance: Will use a reasonable effort to confirm construction work meets the required standards and specifications through inspections and testing.

Change Order Management: Handling any changes to the project scope, including evaluating the impact on cost and schedule, and obtaining necessary approvals.

Progress Reporting: Providing weekly updates on project status, including progress, issues, and any deviations from the plan.

Task Order 16 - Scope of Work – Ramp Road Stormwater and Parking Lot Improvements - During Construction Services

Coordination Meetings: Biweekly meetings with contractors, subcontractors, and other stakeholders to discuss progress, resolve issues, and coordinate activities.

Documentation and Record Keeping: Maintaining records of construction activities, communications, and decisions.

Compliance with Design Drawings and Specifications: Review of construction activities detailed within the design documents so that the activities adhere to the approved design drawings and specifications to avoid costly rework and delays.

2.3 Task 3 - Submittal Reviews

This task includes review of the Contractor's pre-construction submittals, including:

1. Project Schedule
2. Four Shop Drawings
3. Submittals required by the specifications
4. Manufacturer's Technical Data Sheets
5. Monthly contractor pay applications
6. Response to RFIs (Requests for Information) Up to four (4) contractor requests
7. Field / Change Orders (1)
8. Pay Application Review and Approval

2.4 Task 4 - Substantial and Final Completion Inspection and Closeout

The Consultant will participate in the Substantial Completion Inspection of the project with City staff. The Consultant will prepare and submit to the City, within five business days from Substantial Completion Inspection, a list of deficiencies found during the inspection which will have to be addressed prior to Final Inspection. The Consultant shall provide the field inspection reports and photographs to the city identifying photos and documentation of the deficiencies. This task Includes one follow-up inspection to monitor Substantial Completion items on-site.

The consultant will also participate in the Final Completion Inspection of the project with City staff. The Consultant will determine if the deficiencies identified during the Substantial Completion Inspection are addressed by the Contractor. This task Includes one follow-up inspection to monitor any items remaining for the Contractor to achieve Final Completion.

Punch List Management: Creating and managing a substantial completion punch list of items that need to be completed or corrected before final project acceptance. Contractor shall have 30 calendar days to address deficiencies or as deemed appropriate by the Consultant.

Final Inspections and Closeout: Conducting final inspections so that all work is completed to the required standards and managing the project closeout process, including obtaining necessary certifications and approvals.

The Consultant will Review As-Built markups provided by the Contractor and will issue record drawings for the project.

The consultant will obtain the Certificate of Completion for Permits.

3. General Assumptions

The following general assumptions form the basis of Jacobs' scope of work, though they may not constitute the complete list:

1. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
2. Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.
3. The presence of Jacobs' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
4. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties.
5. **Geotechnical Services and Unknown Subsurface Conditions** – In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and execution. These conditions and cost and execution effects are not the responsibility of Jacobs.
6. **Hazardous Substances** – If hazardous substances should be discovered during the project, Jacobs will at no time take title, risk of loss, or ownership of the hazardous substances. The City recognizes that Jacobs assumes no risk or liability for hazardous substances encountered while performing any services associated with such hazardous substances.

4. Payment for Services

The total estimated fee for TO 16 is **\$88,827**, as summarized in Table 4-1.

Time and materials are the basis of payment for this scope of service. It is expected that Jacobs' fee will be expended during the City's fiscal year 2026 per the schedule included. Monthly invoices will be submitted to the City. Jacobs may adjust budgets between activities within the total budget to meet project needs. The fee for estimated time and materials is detailed in Appendix A.

Table 4-1. Estimated Time and Materials Fee Summary for Task Order 16 Activities

Task No.	Description	Labor Subtotal	Jacobs Expenses	Total
1	Project Management and Pre-Construction Meeting	\$16,612	—	\$16,612
2	Engineering Inspection Services	\$33,822	\$4000	\$37,822
3	Submittal Reviews	\$21,468	\$	\$21,468
4	Substantial and Final Completion and Closeout	\$12,925	\$	\$12,925
Total				\$88,827

5. Schedule

It is anticipated that the services described in TO 16 will be completed within 9 months of Jacobs' receipt of the notice to proceed. This schedule is preliminary and may be accelerated or delayed based on review times and contracting times. The approximate duration of each activity listed in Table 4-1 is included in Table 5-1.

Table 5-1. Schedule of Activities

Activity	Approximate Completion Date
Task 1: Project Management and Pre-Construction Meeting	Within 3 weeks of notice to proceed
Task 2: Engineering Inspection Services	Within 6 months of notice to proceed
Task 3: Submittal Reviews	Within 5 days of receipt
Task 4: Substantial and Final Completion and Closeout	Within 6 months of notice to proceed

Appendix A

Estimated Time and Materials Fee



TO 16 - City of Cocoa Beach - Ramp Road Park Improvements Services During Construction
Attachment A
JACOBS - Budget Estimate

Task 1 Project Management and Pre-Construction

Staff	Rate	Hours	Total
Engineer 5/ Mid Level Professional Engineer	\$ 211.18	40	\$ 8,447.20
Engineer 7/ Senior Project Manager	\$ 249.38	8	\$ 1,995.04
Engineer 2/ Project Engineer	\$ 127.34	8	\$ 1,018.72
Engineer 6/ Senior Professional Engineer	\$ 231.34	8	\$ 1,850.72
Engineer 1/ Junior Project Engineer	\$ 116.73	12	\$ 1,400.76
Engineer 9/ Principal	\$ 249.38	4	\$ 997.52
Office Project Administration	\$ 90.20	10	\$ 902.00
Labor Subtotal		90	90

Task 1 Subtotal \$16,611.96

Task 2: Engineering Inspection Services

Staff	Rate	Hours	Total
Engineer 5/ Mid Level Professional Engineer	\$ 211.18	28	\$ 5,913.04
Engineer 7/ Senior Project Manager	\$ 249.38	20	\$ 4,987.60
Engineer 2/ Project Engineer	\$ 127.34	180	\$ 22,921.20
Labor Sub-total		228	228

Task 2 Subtotal \$33,821.84

Task 3 - Submittal Reviews

Staff	Rate	Hours	Total
Engineer 5/ Mid Level Professional Engineer	\$ 211.18	50	\$ 10,559.00
Engineer 7/ Senior Project Manager	\$ 249.38	10	\$ 2,493.80
Engineer 2/ Project Engineer	\$ 127.34	10	\$ 1,273.40
Engineer 6/ Senior Professional Engineer	\$ 231.34	10	\$ 2,313.40
Engineer 1/ Junior Project Engineer	\$ 116.73	20	\$ 2,334.60
Engineer 9/ Principal	\$ 249.38	10	\$ 2,493.80
Labor Subtotal		110	110

Task 3 Subtotal \$21,468.00

Task 4 -Substantial and Final Completion, Inspection and Closeout

Staff	Rate	Hours	Total
Engineer 5/ Mid Level Professional Engineer	\$ 211.18	20	\$ 4,223.60
Engineer 7/ Senior Project Manager	\$ 249.38	20	\$ 4,987.60
Engineer 2/ Project Engineer	\$ 127.34	20	\$ 2,546.80
Engineer 1/ Junior Project Engineer	\$ 116.73	10	\$ 1,167.30
Labor Subtotal		70	70

Travel Mileage Expense

Task 4 Subtotal \$12,925.30

Travel Expenses \$ 4,000.00

TO Total \$88,827.10

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Hana Juman, Finance Director

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-11 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, Amending Resolution 2023-05, a Master Resoltuion for Fees relating to parking; making findings; adopting revised fee schedule for parking; requiring posting of fees on website and implementation of new fees; and providing for an effective date.

Staff Representative: Hana Juman, Finance Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Request to approve parking fee schedule with revised rates.

RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2023-05, A MASTER RESOLUTION FOR FEES, TO CHANGE FEES IN:

EXHIBIT 1 – PARKING FEES;

PROVIDING FOR:

- AMENDMENT OF FEES
- INCORPORATION OF RECITALS, AND
- PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach has authorized the adoption of fees by Resolution; and,

WHEREAS Resolution 2023-05 amends the fees set by Resolution No. 2023-02 in Exhibit 1 – Parking.

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

SECTION 1: INCORPORATION OF RECITALS - The above recitals are true and correct and by reference are hereby incorporated and made an integral part hereof as though fully set forth herein.

SECTION 2: REFERENCE TO EXHIBITS. This Resolution hereby refers to fees as Exhibits in the following manner:

EXHIBIT 1 - PARKING

SECTION 3: AMENDED FEES. The fees in Exhibit 1 – Parking Fees, are hereby amended, as reflected in the Exhibit.

SECTION 4: CONFLICTS. The fees established in this Resolution supersede the fees set by prior fees Resolutions.

SECTION 5: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The Exhibits identified in Section 2 above shall be posted on the City website.

SECTION 6: DIRECTING THE IMPLEMENTATION OF THE ESTABLISHED FEES. The City Manager, or designee, is authorized and directed to implement this Resolution.

SECTION 7: EFFECTIVE DATE: This Resolution shall have an effective date of July 17, 2025.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

RESOLUTION NO. 2025-11

Exhibit 1
Parking Fees

Cost	Per	Parking
\$5.00 \$6.00	Hour	Per Hour Parking
\$3.00	Hour	Per Hour Parking- Golf Cart Parking Only
\$15.00 \$20.00	Day	Per Day at NON-Parks
\$20.00 \$25.00	Day	Per day at parks & garage
\$20.00	Annual	Residential Parking Permit (Within Cocoa Beach City Limits) (prorates 8/1)
\$75.00	Annual	Nonresident Parking Permit (Outside Cocoa Beach City Limits) (prorates 8/1)
\$30.00	Annual	Cocoa Beach Business Parking Permit (Limited to 10 Per Business) (prorates 8/1)
\$30.00	Annual	Cocoa Beach Teachers (Freedom 7, Roosevelt, Cocoa Beach Jr/Sr High School)
\$20.00 \$40.00	TEMP	30-day Temporary Pass (short term work)
\$53.00	Citation	General Parking Citation
\$253.00	Citation	Handicap Parking Citation

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Andi Segarra, Recreation Supervisor

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-14, a Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the fees for the various facilities of the Cocoa Beach Golf Course Country Club; making findings; and providing for an effective date. This is a change to the fee structure for Cocoa Beach Country Club Facility.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Staff recommends approval of a revised fee schedule for Cocoa Beach Country Club facility.

BACKGROUND:

Staff recommends approval of a revised fee schedule for Cocoa Beach Country Club to better align with rising operational costs, increased demand, and comparable market rates.

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3 **RESOLUTION NO. 2025-14**
4

5 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF**
6 **COCOA BEACH, FLORIDA, AMENDING THE FEES FOR THE**
7 **VARIOUS FACILITIES OF THE COCOA BEACH GOLF COURSE**
8 **COUNTRY CLUB; MAKING FINDINGS; AND PROVIDING FOR AN**
9 **EFFECTIVE DATE.**

10
11 **WHEREAS**, Section 6-5.10 of City of Cocoa Beach Code of Ordinances provides that the fees for the Cocoa
12 Beach Golf Course are to be set by Resolution; and
13

14 **WHEREAS**, the Pool and Pavilion fees were last amended by Ordinance 1469, Resolution 2008-12, Resolution
15 2015-25, Resolution 2016-02, and Resolution 2018-05,
16

17 **WHEREAS**, the Cocoa Beach Country Club fees were last amended by Resolution No. 2018-05; and
18

19 **WHEREAS**, the City Commission deems it appropriate to manage recreation facilities and programs at
20 established cost recovery levels to offset operational costs, while considering affordability, customer need/demand,
21 value of services, and leveraging of resources; and
22

23 **WHEREAS**, the City Commission deems it appropriate to amend recreation fees in order to provide services
24 that citizens need, want and are willing to support.
25

26 **NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH,**
27 **BREVARD COUNTY, FLORIDA; AS FOLLOWS:**
28

29 **SECTION 1: RECITALS ADOPTED** The foregoing "Whereas" clauses are hereby ratified and confirmed as
30 being true and correct.
31

32 **SECTION 2: SETTING OF FEES** The fees for the Pool, Pavilion, Cocoa Beach Country Club, Golf Course,
33 Cocoa Beach Ball Fields and Recreation Center shall be as follow:

34 **SECTION 3: ADOPTION** This Resolution shall become effective upon adoption.
35

36 Upon Motion by Commissioner _____ and Seconded by Commissioner _____ this
37 Resolution was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on
38 the _____ day of _____, 2025.
39
40
41
42

43 _____
44 Keith Capizzi,
45 Mayor-Commissioner
46

47 ATTEST:
48
49

50 _____
51 Karin Grooms, CMC
City Clerk
52
53
54
55

POOL AND PAVILION FEES

POOL AND PAVILION FEES					
(a)	POOL:				
(1)	Public swimming:			Cocoa Beach Resident	Non-Resident
	(a)	Year-Round Daily Fees			
		1.	Adult	3.00	\$7.50
		2.	Children (Under 18)	\$2.00	\$4.50
	(b)	30-day pre-paid pass			
		1.	Single Swimmer	\$25.00	\$52.50
		2.	Additional Family Member	\$10.00	\$22.50
	(c)	90-day pre-paid pass			
		1.	Single Swimmer	\$60.00	\$135.00
		2.	Additional Family Member	\$25.00	\$60.00
	(d)	One-year pre-paid pass			
		1.	Single Swimmer	\$210.00	\$495.00
		2.	Additional Family Member	\$90.00	\$232.50
Family: A family consists of two legal guardians plus minor-aged children.					
(2)	Parties:			Cocoa Beach Resident	Non-Resident
	Baby Pool Area Concession Parties (2-hour rental) Admission Fees are not included with rental fees.			\$40.00	\$90.00
(3)	Day Camp Rentals (2-hour rental) four dollars and fifty cents (\$4.50) per person				
(4)	Swim Club, Practice				
	The Cocoa Beach Pool Manager, or designee, will be able to establish Swim Club fees with the notification and approval of the City Manager, or designee.				
(b)	PAVILION:				
(1)	Pavilion Rental	Cocoa Beach Resident	Non-Resident	Cocoa Beach Business	Non-Cocoa Beach Business
		\$200.00	\$360.00	\$325.00	\$540.00
(2)	Pavilion with pool, per day, four dollars and fifty cents (\$4.50)_ per person in addition to pavilion rental.				
(3)	Clean-up and Damage Deposit: There will be a-two hundred dollar (\$200.00) clean-up and damage deposit for kitchen and pavilion.				
Sales Tax: All Pool and Pavilion fees include applicable sales tax.					
Military Fees: The fees for active-duty military personnel and their immediate dependents shall be the same as the fees for Cocoa Beach residents. The definition of immediate dependents is spouse and children only. Military identification cards are required for admission.					
Pool Manager Authority: The Pool Manager is the final authority for resolution of any disputes regarding the interpretation of this Resolution.					

1

GOLF COURSE FEES

DEFINITION OF TERMS

1. The term "**Cocoa Beach Resident**" means: (See Sec. 6.5.20 City Code)
 - a. A freeholder of property in the City of Cocoa Beach as evidenced by the Brevard County Property Appraiser's Office
 - b. A resident of Cocoa Beach evidenced by a Florida driver's license, or a voter registration
 - c. A business owner holding a current City of Cocoa Beach business tax receipt;
2. The term "**Florida Resident**" means:
 - a. A freeholder of property in **Florida** evidenced by a Florida driver's license, or a voter registration
3. The term "**Florida Non-Resident**" means any person not included above.
4. The term "**Family**" means spouse only for golf.

GREEN FEES AND OTHER CHARGES

Sales Tax: The fees set in this Resolution and set by Management include the applicable Florida sales tax.

(1) Daily green fee rates shall not exceed this amount:

			Cocoa Beach Resident		Florida Resident		Florida Non-Resident
	(a)	Summer (4/16 – 9/30)					
		18 holes	\$20.00		\$26.00		\$32.00
		9 holes	\$12.00		\$14.00		\$17.00
	(b)	Fall (10/1 – 12/14)					
		18 holes	\$22.00		\$28.00		\$36.00
		9 holes	\$13.00		15.00		\$18.00
	(c)	Winter (12/15 – 4/15)					
		18 holes	\$30.00		\$36.00		\$48.00
		9 holes	\$18.00		\$21.00		\$28.00

(2) Annual Prepaid Fee shall not exceed this amount:

			Cocoa Beach Resident		Florida Resident	/or Florida Non-Resident
	(a)	Individual	\$ 1,100.00			\$ 1,400.00
	(b)	Married couple	1,600.00			1,900.00
	(c)	Junior/student	250.00			250.00

Annual prepaid fee holders are subject to the following surcharge each time a round is played:

per person per round for 18 holes	\$ 10.00
per person per round for 9 holes	\$ 6.00

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Other fees (regardless of residential status) are as follows:

	Riding Golf Carts		Range Balls		Pull Carts		Rental Clubs
18 holes per person	\$ 15.00						
9 holes per person	\$ 8.00						
Quantity (10 to 13 balls)			\$ 1.00				
per 9 holes					\$ 3.00		
18 holes							\$ 25.00
9 holes							\$ 15.00

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Country Club Auditorium

Room Rental Fees	Cocoa Beach Resident	Non-Resident	Damage Deposit
Auditorium	\$900.00 per day \$1,200per day	\$1,000.00 per day \$1,500 per day	<u>\$300.00</u>
Conference Room	\$ 75.00 per hour (2 hr min.)	\$100.00 per hour (2 hr min.) \$150.00 per hour (2 hr min.)	<u>\$75.00</u>
Dining Room	\$650.00 per day \$750.00 per day	\$750.00 per day \$1000 per day	<u>\$ 300.00</u>
Dining Room Hourly	\$175.00 per hour (2 hr min.) \$200.00 per hour (2 hr min.)	\$200.00 per hr (2 hr min.) \$300.00 per hour (2 hr min.)	<u>\$ 300.00</u>
River and Dolphin Room ½ auditorium wo stage	\$500.00 per day \$550 per day	\$550.00 per day \$700 per day	<u>\$ 225.00</u>
Lakes Room (1/2 auditorium w/ stage)	\$550.00 per day \$600 per day	\$600.00 per day \$750 per day	<u>\$ 225.00</u>
River & Dolphin Room (1/4 Auditorium wo Stage)	\$250.00 per day \$300.00 per day	\$275.00 per day \$500 per day	<u>\$ 75.00</u>
River Room	\$250 per day \$300 per day	\$275.00 per day \$500 per day	<u>\$ 75.00</u>
Patio	No current rate \$200 per hour, (2 hr min.)	No current rate \$300 per hour (2 hr min.)	<u>\$300.00</u>
Dining Room & Patio	No current rate \$350 per hour, (2 hr min.)	No current rate \$500 per hour, (2 hr min.)	<u>\$300.00</u>
Minimum Staffing with Room Rental: A minimum of one City representative will be required to be on duty during the use of the facility.			
Room Rental Fees include: Room rental fees include the room space, and available chairs and tables. Any other City-owned supplies and equipment may require additional costs.			
Table Lines: Table linens can be supplied by the City at a cost per tablecloth. If choosing to use the City's table linens, color is not an option.			
Adjustment of Rates Rounding of Fees	In order to facilitate customer service, the rates and/or fees above may be adjusted to the nearest five (5) cents or to the nearest dollar (\$ 1.00) at the Course Manager's discretion. Fees will be rounded to whole dollar amounts as appropriate.		
Annual Prepaid Fees	The Annual Prepaid fees program was discontinued effective March 31, 2016. No new or former Prepaid Fee Holders have been accepted after March 31, 2016. All Current Prepaid Fee Holders can continue to renew at the rate that has been set for the renewal.		

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Authority To Set Special Fees	City management will be able to set special fees at the golf course. Such fees may not exceed the existing rates, set by resolution. Fee changes must be approved by the City Manager, with notification to the City Commission. Said rates may be changed back to the published rates as allowed by resolution, without notification to the City Commission. Notification by email is considered sufficient. (City Code Sec, 6.5-11 Special fees)
<u>Other Fees</u>	<u>Fees for instructional sessions and facilities not set forth in City Code section 6.5-10 (Country Club Fees to be established by Resolution,) and 6.5-11 (Special Fees established by Country Club Manager with written approval by the City Manager, with notice to the City Commission,) shall be established by the City Manager and prominently posted at all City Recreational facilities. (City Code Sec. 6.5-13)</u>
Authority To Hold Special Events And Set Fees	City management will be able to hold special events and may set fees for those events as management deems appropriate.
Authority To Set Fees For The 19th Hole Restaurant Facility	City management has complete discretion to set food and beverage fees at whatever levels management deems appropriate. All such fees must be posted on menus available to the public. Management may use the CBNN newsletter or City website to advertise prices as appropriate. Advertisement in other media outlets is permitted when City management determines it appropriate or advantageous to do so.
Authority To Set Prices For The Pro Shop Facility	City management has complete discretion to set prices in the Pro Shop at whatever levels management deems appropriate. Management may use the CBNN newsletter or City website to advertise special pricing for clearance items or advertise other prices as appropriate. Advertisement in other media outlets is permitted when City management determines it appropriate or advantageous to do so.
Fees In Future Years	Unless amended by the City Commission, rates will <u>may</u> be adjusted annually on October 1 for the years 2017 through 2024 in accordance with the rate schedule formula below: Rates for each annual period will increase the greater of: Two (2 %) percent annually Or The Consumer Price Index – CUUR0000AA0 – All Items U.S. City Average; 1967 = 100 Calculation month = July
<u>Golf Course Management shall notify the City Manager and Chief Finance Officer of annual fee adjustments.</u>	

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BALL FIELDS AND RECREATION CENTER			
Sales Tax: Fee schedule does not include applicable Florida sales tax. Sales tax will be added to all fees shown.			
		Cocoa Beach Resident	Non-Resident
A. Recreation Center			
1. Rentals			
Gym Rental (per hour) (one hour minimum)		\$35.00	\$50.00
West Room Rental (per hour) (one hour minimum)		\$20.00	\$30.00
The above rentals require Recreation Aide after regular hours			
Recreation Aide (per hour) (one hour minimum) (mandatory) required for all rentals regardless of time period rented:		\$9.50 12.00	\$9.50 12.00
Clean up & damage deposit (may be refundable - all or in part)		\$150.00	\$150.00
2. Memberships			
Gym Membership - Per day (paid daily - in advance)			
Children under age sixteen (16) <u>eighteen (18)</u>		\$1.00	\$2.00
Adults		\$2.00	\$3.00
Gym Membership - Per month (must be prepaid)			
Children under age sixteen (16) <u>eighteen (18)</u>		\$10.00 \$15.00	\$20.00
Adults		\$20.00 \$30.00	\$40.00
Gym Membership - Per year (must be prepaid)			
Children under age sixteen (16) <u>eighteen (18)</u>		\$50.00 \$60.00	\$60.00 \$75.00
Adults		\$60.00 \$75.00	\$80.00 \$90.00
Family (two adults; two children - minimum)		\$150.00	\$200.00
Teams/Organizations	The Cocoa Beach Recreation Supervisor, or designee, will be able to establish team/organization fees with notification and approval of the City Manager, or designee.		

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		Cocoa Beach Resident	Non- Resident
B. Ballfield Rentals			
1. Non -Tournaments (lights not included)			
Softball field (per hour) (two hour minimum rental applies)		\$15.00	\$20.00
		<u>\$25.00</u>	<u>\$30.00</u>
Little League field (per hour) (two hour minimum rental applies)		\$15.00	\$20.00
		<u>\$25.00</u>	<u>\$30.00</u>
Baseball Field (per hour) (two hour minimum rental applies)		\$20.00	\$25.00
		<u>\$40.00</u>	<u>\$50.00</u>
Soccer Field (per hour) (two hour minimum rental applies)		\$15.00	\$20.00
		<u>\$25.00</u>	<u>\$30.00</u>
2. Tournaments (lights not included)			
Softball field (per day) (one day minimum rental applies)		\$100.00	\$125.00
		<u>\$150.00</u>	<u>\$200.00</u>
Little League field (per day) (one day minimum rental applies)		\$100.00	\$175.00
		<u>\$150.00</u>	<u>\$200.00</u>
Baseball Field (per day) (one day minimum rental applies)		\$125.00	\$175.00
		<u>\$200.00</u>	<u>\$250.00</u>
Soccer Field (per day) (one day minimum rental applies)		\$100.00	\$125.00
		<u>\$150.00</u>	<u>\$200.00</u>
Insurance: All non tournament & tournament rentals require proof of insurance. The City must be named as an "additional insured".			
3. Field Deposits			
Clean up & damage deposit (may be refundable - all or in part) (per field - one day minimum per day)			
Softball Field <u>per day/one day minimum</u>		\$150.00	<u>\$150.00</u>
4. Lights			
Softball field (per hour) (two hour minimum rental applies)		\$25.00	
		<u>\$30.00</u>	\$40.00
Little League field (per hour) (two hour minimum rental applies)		\$25.00	
		<u>\$30.00</u>	\$40.00
Baseball Field (per hour) (two hour minimum rental applies)			
		<u>\$40.00</u>	<u>\$50.00</u>
5. Ballfield Rental for league activities			
Space Coast Little League - established by contract			
Soccer League - established by contract			

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RESOLUTION NO. 2025-14

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

July 17, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-15 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, Establishing and updating a comprehensive schedule of fees for the Fire Department regarding Special Events, Fire Safety Inspections, Equipment Use, Training and related Fire Services; providing for severability, conflicts, and an effective date.

Staff Representative: Fire Chief, Justin Grimes

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Discuss and approve the updated Fire Department fee schedule for fire and life safety inspections, special events, teaching outside agencies, and confined space standbys.

RESOLUTION NO. 2025-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ESTABLISHING AND UPDATING A COMPREHENSIVE SCHEDULE OF FEES FOR THE FIRE DEPARTMENT REGARDING SPECIAL EVENTS, FIRE SAFETY INSPECTIONS, EQUIPMENT USE, TRAINING, AND RELATED FIRE SERVICES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach provides Fire personnel, equipment, facilities, and professional services in support of special events, fire inspections, emergency standby, plan reviews, and public safety operations; and

WHEREAS, the City incurs measurable costs in providing such services and seeks to recover those costs in a fair and consistent manner; and

WHEREAS, the City Commission finds it in the best interest of the residents and businesses of Cocoa Beach to adopt and maintain an updated fee schedule to ensure equitable cost recovery, operational readiness, and transparency; and

WHEREAS, the City Manager and relevant departments have compiled a comprehensive fee schedule, attached hereto as *Exhibit A*, outlining all applicable fees and calculation methodologies for equipment, personnel, inspection, training, fire services, permits, and related services.

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

SECTION 1. ADOPTION OF FEE SCHEDULE - The City Commission hereby adopts the City of Cocoa Beach Special Event, Inspection, Fire, Permit, and Safety Fee Schedule, attached hereto as *Exhibit A*, and made a part of this Resolution by reference.

The fee schedule shall apply to all applicable services provided by the City, including but not limited to:

- Use of City vehicles and equipment.
- Personnel services for public safety, public works, inspections, and event support.
- Fire safety and building plan reviews;
- Fire inspections, hydrant use, and standby services;
- External training courses hosted by the Fire Department;

RESOLUTION 2025-15

- Permits and operational approvals as required by the Florida Fire Prevention Code.

SECTION 2. AUTHORITY TO ADJUST OR INTERPRET FEES – The City Manager or designee is authorized to interpret and administratively adjust the fee schedule when:

1. A requested service or resource is not explicitly listed in *Exhibit A*;
2. An event or activity requires a combination of services necessitating a bundled rate;
3. Personnel compensation or operational costs fluctuate and require recalculation in accordance with the established formula contained within *Exhibit A*.

SECTION 3. CONFLICTS AND SEVERABILITY- All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any section, subsection, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 5. EFFECTIVE DATE This resolution shall take effect immediately upon its adoption by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Cocoa Beach, Florida, this ____ day of _____, 2025.

CITY OF COCOA BEACH, FLORIDA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

RESOLUTION 2025-15

EXHIBIT A:

			Equipment Fees (special events)
\$75.00	\$150.00	Day	Gator/ATV / Jet Ski (Police/Fire/PW)
\$75.00	\$250.00	Day	Watercraft (boat, rescue craft, jet ski)
\$50.00		Day	Police Vehicles (car)
\$75.00	\$150.00	Day	Fire Vehicles (Tower 51/Squad Vehicles)
\$75.00		Day	Heavy Duty Equipment (dozer/bobcat/powerlift)
\$50.00		Day	Pickup Truck/Sedan
			Personnel Fees (special events)
\$70.00		Hour	Police Supervisor
\$60.00	\$70.00	Hour	Fire Supervisor
\$60.00		Hour	Police Officer
\$55.00	\$60.00	Hour	Fire Fighter
\$35.00		Hour	Public Works / Maintenance I
\$50.00		Hour	Building Inspector
\$40.00		Hour	Public Works / Maintenance II
			Police Supervisor means Corporal, Sergeant, Lieutenant, and Field Training Officer. Command Staff means Major, Deputy Chief, and Chief. The rate calculation is shown below. Should City personnel (full or part-time) with job classifications other than those above be required to service special events and other approved functions, the following formula shall be utilized to calculate the fees: The average base salary as of October 1st each year for each job classification, multiplied by 1.5, plus workers' compensation, FICA, pension, and benefit costs.
			Inspection/Reinspection (special events)
\$70.00			Pre/Post Sanitation
\$50.00			Reinspection
\$70.00			Electrical Inspection
\$70.00			Fire Inspection

RESOLUTION 2025-15

\$50.00		Food truck inspection fee
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Fees not included above:		
If the Special Event should require personnel or equipment not covered in the rate categories above, the City Manager or designee has the authority to establish appropriate fees.		
N/C		One (1) to three (3) responses within a six-month period.....N/C
\$115.00		Four (4) responses within a six-month period.....\$115.00
\$288.00		Five (5) responses within a six-month period.....\$288.00
\$575.00		Six (6) responses within a six-month period.....\$575.00
Hydrant Fees and Usage of Fees		
When, under the provisions of this code, a fire hydrant or hydrants are required, the owner of such structure or structures shall pay to the city a sum equal to the next ensuing five year annual hydrant rental fee to be charged by the City of Cocoa Utilities Department (to be paid when the building permit is issued), to be used by the City of Cocoa Beach, Florida, to defray the rental of the hydrant or hydrants, and this money shall be put aside in a dedicated account in no event shall the said payment per hydrant be used to offset the installation cost. All fire hydrant fees are set by the City of Cocoa Water Department.		
Confined Space Standby Fee		
\$50.00	Hour	Fire Apparatus
\$50.00 \$60.00	Hour	Firefighter
\$20.00	Hour	Fire Vehicle Staff Vehicle
\$70.00	Hour	Fire Supervisor

RESOLUTION 2025-15

External Training Classes		
The Fire Department offers specialized training courses to outside agencies upon request. To ensure high-quality instruction and safety compliance, the following fee schedule outlines the associated costs for hosting a class. These fees are designed to recover the actual costs incurred by the department and are based on several factors, including instructor compensation, facility usage, equipment, and safety requirements.		
Instructor Costs		Instructor compensation is based on the lead instructors' average overtime rate, which includes salary, benefits, and applicable payroll taxes. • Average Overtime Rate • Class Duration: <i>[Insert total class hours]</i> (e.g., 8 hours) • Instructor to Student Ratio: 1 instructor per 4 students for safety compliance
Facility Fees		Classes held at fire department training facilities incur usage fees to cover utilities, maintenance, and scheduling. • Training Classroom Rental • Training Grounds/Drill Tower Use (if applicable) • City Aquatic Center
Equipment Rental Fees		Specialized equipment required for training is charged separately to cover wear and tear, maintenance, and replacement.
\$25.00	Day	SCBA (per unit)
\$150.00	Day	Fire Engine (if used)
\$250.00	Day	Watercraft (boat, rescue craft, jet ski)
\$150.00	Day	Gator/ATV
Note: All consumable materials (e.g., fuel, props, smoke fluid) will be billed at cost.		
Administrative and Coordination Fee		A fixed fee to cover course planning, registration, liability coverage, and documentation: • Admin Fee: \$200 per class
Additional Notes:		• Final costs may vary depending on class type, duration, student count, and specific equipment needs. • A 50% deposit may be required to secure training dates. • Outside agencies are responsible for their own liability insurance unless otherwise agreed.

RESOLUTION 2025-15

			Fire Protection
			Safety Inspection
			Assembly Occupancies
Varies		Sq. Footage	Based on Sq Footage (See sq footage table)
			Educational Occupancies
\$50.00 \$75.00		Occupancy	1-100 persons
\$10.00 \$25.00		Occupancy	Each 100 persons after 100 or any portion thereof
\$25.00 \$35.00		Occupancy	Each 50 persons or portion thereof
			Healthcare Occupancies
\$375.00 \$425.00		Each	Plus, reinspection fee for dollar value
			Hotels and Dormitories
\$10.00 \$12.00		Per unit	Max fee \$360.00 if property 330,000 sq foot or less
Varies	\$360.00 \$425.00	Sq. Footage	Property over 220,000 sq foot (See sq footage table)
			Condominiums / Apartments
\$50.00 \$75.00		Units	1-10 units
\$25.00 \$30.00		Units	Each additional 10 units or portion thereof
			Max fee \$300.00 up to 7 floors
\$300.00 \$325.00	Plus		Over 7 floors plus High-Rise Bldg. fee
			<i>Lodging and Rooming houses</i>
\$50.00 \$75.00		Units	Per 25 beds or portion thereof
			Residential board and care (per licensed capacity)
\$75.00 \$100.00		Residents	Per 50 residents or portion thereof
			Business Occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Mercantile Occupancies
Varies		Sq. Footage	Class A (See sq footage table)
Varies		Sq. Footage	Class B (See sq footage table)
Varies		Sq. Footage	Class C (See sq footage table)
			<i>Industrial Occupancies</i>
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			<i>Storage Occupancies (See sq footage table)</i>
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			High-Rise Buildings
\$250.00 \$300.00	Plus		Condo Fee plus \$250.00
			Special Structure
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			<i>Other Inspections</i>
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Residential Rental Property with State License
\$100.00		Unit	Per unit inspected
\$45.00		Unit	Per unit, 30 days or less, annual re-inspection
\$45.00		Unit	Per unit greater than 30 days, annual re-inspection
			Burn Permits
\$30.00		Ea.	Burn Permit

RESOLUTION 2025-15

			Plan Reviews
		Year	Fire hydrant rental fee (five-year)
\$50.00 \$100.00		Review	Plan review – Residential Site Plan
WAIVED		Review	Residential Sprinkler System Review
\$90.00 \$125.00		Hour	NEW water suppression system. (Outside Engineer rate not included – is extra)
\$15.00		Unit	Per dwelling unit or business condominium unit plus review fee
\$90.00 \$125.00		Review	Range hood systems, PLUS \$2.00 per nozzle
\$100.00 \$125.00		Inspection	Fire pump field inspection
\$150.00 \$175.00		Inspection	Underground fire line visual, hydrostatic inspection and flush
\$125.00		Hood	Mechanical commercial hood type I, including light, smoke and balance testing.
\$150.00 \$175.00		Up to 49	Fire sprinklers less than 50 heads remodel
\$125.00 \$150.00		Review	Smoke evacuation system review, field test and inspection. PLUS – engineer’s review rate. Engineer shall be approved by the Authority Having Jurisdiction (AHJ)
			Fire Alarm/Detection Systems
\$90.00 \$125.00		Hour	Plan review – One hour minimum
\$15.00		Unit	Per dwelling unit/mercantile or business condominium unit
\$50.00 \$75.00		Ea.	Remodeling of additions
\$2.00		Device	Commercial, mercantile and storage additional review fee
\$15.00		Unit	Hotels, motels, and transient lodging additional review fee
			Fine – Sec 31-11 Class V violation. Failure of company to release site specific software.
			Flammable, combustible, compressed liquid and gas storage system
\$75.00 \$100.00		Review	Plan Review
Required permits for operations per the Florida Fire Prevention Code			
Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefore has been suspended or revoked pursuant to the provisions of the Florida Fire Prevention Code shall be fined as per sec. 31-11 a Class III violation.			

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\$52.00 \$75.00		permit	Asbestos Removal
\$144.00 \$150.00		permit	Automotive fueling
\$144.00 \$150.00		permit	Battery Systems
\$52.00 \$60.00		permit	Candles, open flame, portable cooking
\$144.00 \$150.00		permit	Carnivals and fairs
\$52.00 \$75.00		permit	Change of occupancy
\$52.00 \$75.00		permit	Cleanrooms
\$52.00 \$75.00		permit	Combustible material storage
\$144.00 \$175.00		permit	Consumer Fire Works
\$57.50 \$75.00		permit	Cutting and Welding Operations
\$115.00 \$125.00		permit	Cryogenics
\$173.00 \$200.00		permit	Display of Fire Works
\$58.00 \$75.00		permit	Exhibit and trade shows < or = 25 vendors
\$115.00 \$150.00		permit	Exhibit and trade shows > or = 26 vendors
\$52.00 \$75.00		permit	Flame Effects
\$52.00 \$75.00		permit	Flammable and Combustible Liquids
\$52.00 \$75.00		permit	General Storage
\$144.00 \$175.00		permit	Hazardous Materials
\$58.00 \$75.00		permit	Hot Work Operations
\$ 52.00 \$75.00		permit	Industrial Ovens
\$52.00 \$75.00		permit	Laboratories
\$52.00 \$75.00		permit	Liquified petroleum gas
\$86.00 \$100.00		permit	Marine craft fuel service
\$52.00 \$75.00		permit	Means of egress
\$52.00 \$75.00		permit	Membrane Structures, Tents and canopies
\$52.00 \$75.00		permit	Oil and Gas Fired
\$52.00	-	permit	Open burning

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\$41.00 \$75.00		permit	Open Fires
\$52.00 \$75.00		permit	Outside Storage of Tires
-\$144.00	-	permit	Oxidizers
\$52.00 \$75.00		permit	Parade Floats
\$52.00 \$75.00		permit	Places of Assembly
\$86.00 \$100.00		permit	Repair garages and Service Stations
\$86.00 \$100.00		permit	Rooftop Heliports
-\$144.00 \$150.00		permit	Standpipe Systems
-\$52.00 \$75.00		permit	Tar Kettles
\$52.00		permit	Torch-Applied Roofing Operations
			Building Project Review and Inspections
			Residential projects greater than three dwelling units and all commercial projects require building permits. Technical assistance may be necessary on certain projects and the fire prevention plan review may need to be performed by an independent third party with expertise in the matter to be reviewed at the submitter's expense. This provision is defined in the Florida Fire Prevention Code. The independent reviewer shall provide an evaluation and recommend necessary changes of the proposed design, operation, process, or new technology to the fire prevention office. Should it be necessary to exercise this provision the permit fees will still apply.
\$50.00	+ value x 0.0035	based on value	Building Projects Cost - \$1.00 to \$10,000,000
\$50.00	+ value x 0.0025	based on value	Building Projects Cost - \$10,000,001 to \$100,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$100,000,001 to \$200,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$200,000,000, (rate cap)
-\$115.00 \$150.00		ea.	Design Review

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Triple fees	Min of \$500	Ea.	Construction without a permit
\$46.00 \$75.00		Inspection	Re-inspection
\$115.00 \$125.00		Ea.	Temporary CO Inspection Application
			Building Projects review includes new construction, remodeling and repairs, and those projects requiring a commercial building permit.
			The Building Valuation Data is based on the International Code Council (ICC). This data is updated every six months by the ICC. This data is offered as an aid for the AHJ to determine if the permit valuation is underestimated
			Design Review is applied to permits when the submitter has numerous (greater than five) significant code related problems. This fee is not applied to minor problems but will be applied when the designer did not follow the provisions in the code.
			The building and fire codes have language that allows additional charges when work is performed without a permit. To discourage this practice, all fees will be doubled when work is performed without a permit in place.
			Stand-by and fire watch fees are charged with the features of a fire protection system (e.g., sprinkler system is nonfunctional) are out of service and the threat of fire poses a life safety concern.
			Temporary Certificate of Occupancy (CO) Inspection Application fees will be charged before the inspection is conducted, if the Building Official issues a temporary CO before the project is complete. The policies in Cocoa Beach require the Office of Fire Prevention sign-off on this request. This creates an additional inspection to ensure that all features of fire protection and services are in working order; therefore, this service has not been calculated into the charges for inspecting a project.
			Concurrent building plan review application fees will be applied to projects requesting building plans be reviewed prior to the site plan approval by the City. These plans

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			require a full review, but the submitter is under no obligation to build what has been reviewed
			Any persons who fail to properly obtain permits and / or plan review shall be charged triple fees.
			Occupational licenses <u>Business Tax</u> . To include temporary businesses. The following fees shall be collected by the finance department:
\$45.00			Prior to issuance of the occupational license <u>business tax</u> (fire safety, operations inspection), a Forty-five dollars (\$ 45.00) inspection fee will be charged if such an inspection is required by the fire marshal, or his designee
\$100.00		request	Water flow test
			Reinspection fee. The following fees shall be collected by the fire department:
			See sq ft – Schedule of Fire Safety Inspection Fees (VI)
			Standby charges. Standby charges include response to any hazardous material incident. The following fees shall be collected by the fire department:
			Fire apparatus, to include personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency
			Rescue apparatus, to include two (2) personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency
			If additional personnel are needed, service will be billed on a per hour basis per person . . . actual hourly rates as calculated by the City of Cocoa Beach Finance Department
			False Alarms
N/C			One (1) to three (3) responses within a six-month period . . . N/C
\$115.00 \$150.00			Four (4) responses within a six-month period \$115.00

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\$288.00 \$300.00			Five (5) responses within a six-month period. \$288.00
\$575.00 \$600.00			Six (6) or more responses within a six-month period \$575.00
			Hydrant Fees and Usage of Fees
			When, under the provisions of this code, a fire hydrant or hydrants are required, the owner of such structure or structures shall pay to the city a sum equal to the next ensuing five year annual hydrant rental fee to be charged by the City of Cocoa Utilities Department (to be paid when the building permit is issued), to be used by the City of Cocoa Beach, Florida, to defray the rental of the hydrant or hydrants, and this money shall be put aside in a dedicated account and in no event shall the said payment per hydrant be used to offset the installation cost. All fire hydrant fees are set by the City of Cocoa Water Department

Square Footage Table

<u>SCHEDULE OF FIRE SAFETY INSPECTION FEES</u> *First re-inspection no charge						
Square feet from	Square Feet	Initial Inspection	*Second Re-Inspection Fee	Third Re-Inspection Fee	Fourth RE-Inspection Fee	
0	4,999	\$45.00 \$50.00	\$120.00 \$130.00	\$200.00 \$215.00	\$280.00 \$300.00	
5,000	9,999	\$55.00 \$60.00	\$135.00 \$145.00	\$225.00 \$240.00	\$315.00 \$335.00	
10,000	14,999	\$65.00 \$70.00	\$150.00 \$160.00	\$250.00 \$265.00	\$350.00 \$370.00	
15,000	19,999	\$75.00 \$80.00	\$165.00 \$175.00	\$275.00 \$290.00	\$385.00 \$405.00	
20,000	24,999	\$85.00 \$90.00	\$180.00 \$190.00	\$300.00 \$315.00	\$420.00 \$440.00	
25,000	29,999	\$95.00 \$100.00	\$195.00 \$205.00	\$325.00 \$340.00	\$455.00 \$475.00	
30,000	34,999	\$105.00 \$110.00	\$210.00 \$220.00	\$350.00 \$365.00	\$490.00 \$510.00	
35,000	39,999	\$115.00 \$120.00	\$225.00 \$235.00	\$375.00 \$390.00	\$525.00 \$545.00	
40,000	44,999	\$125.00 \$130.00	\$240.00 \$250.00	\$400.00 \$415.00	\$560.00 \$580.00	
45,000	49,999	\$135.00 \$140.00	\$255.00 \$265.00	\$425.00 \$440.00	\$595.00 \$615.00	
50,000	54,000	\$145.00 \$150.00	\$270.00 \$280.00	\$450.00 \$465.00	\$630.00 \$650.00	
55,000	59,999	\$155.00 \$160.00	\$285.00 \$295.00	\$475.00 \$490.00	\$665.00 \$685.00	
60,000	64,999	\$165.00 \$170.00	\$300.00 \$310.00	\$500.00 \$515.00	\$700.00 \$720.00	
65,000	69,999	\$175.00 \$180.00	\$315.00 \$325.00	\$525.00 \$540.00	\$735.00 \$755.00	
70,000	74,999	\$185.00 \$190.00	\$330.00 \$340.00	\$550.00 \$565.00	\$770.00 \$790.00	
75,000	79,999	\$195.00 \$200.00	\$345.00 \$355.00	\$575.00 \$590.00	\$805.00 \$825.00	
80,000	84,999	\$205.00 \$210.00	\$360.00 \$370.00	\$600.00 \$615.00	\$840.00 \$860.00	
85,000	89,999	\$215.00 \$220.00	\$375.00 \$385.00	\$625.00 \$640.00	\$875.00 \$895.00	
90,000	94,999	\$225.00 \$230.00	\$390.00 \$400.00	\$650.00 \$665.00	\$910.00 \$930.00	
95,000	99,999	\$235.00 \$240.00	\$405.00 \$415.00	\$675.00 \$690.00	\$945.00 \$965.00	

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100,000	109,999	\$245.00 \$250.00	\$420.00 \$430.00	\$700.00 \$715.00	\$980.00 \$1,000.00
110,000	119,999	\$255.00 \$260.00	\$435.00 \$445.00	\$725.00 \$740.00	\$1,015.00 \$1,035.00
120,000	129,999	\$265.00 \$270.00	\$450.00 \$460.00	\$750.00 \$765.00	\$1,050.00 \$1,070.00
130,000	139,999	\$275.00 \$28.00	\$465.00 \$475.00	\$775.00 \$790.00	\$1,085.00 \$1,105.00
140,000	149,999	\$285.00 \$290.00	\$480.00 \$490.00	\$800.00 \$815.00	\$1,120.00 \$1,140.00
150,000	159,999	\$295.00 \$300.00	\$495.00 \$505.00	\$825.00 \$840.00	\$1,155.00 \$1,175.00
160,000	169,999	\$305.00 \$310.00	\$510.00 \$520.00	\$850.00 \$865.00	\$1,190.00 \$1,210.00
170,000	179,999	\$315.00 \$320.00	\$525.00 \$535.00	\$875.00 \$890.00	\$1,225.00 \$1,245.00
180,000	189,999	\$325.00 \$330.00	\$540.00 \$550.00	\$900.00 \$915.00	\$1,260.00 \$1,280.00
190,000	199,999	\$335.00 \$340.00	\$555.00 \$565.00	\$925.00 \$940.00	\$1,295.00 \$1,315.00
200,000	209,999	\$345.00 \$350.00	\$570.00 \$580.00	\$950.00 \$965.00	\$1,330.00 \$1,350.00
210,000	219,999	\$355.00 \$360.00	\$585.00 \$595.00	\$975.00 \$990.00	\$1,365.00 \$1,385.00
220,000	229,999	\$365.00 \$370.00	\$600.00 \$610.00	\$1,000.00 \$1,015.00	\$1,400.00 \$1,420.00
230,000	239,999	\$375.00 \$380.00	\$615.00 \$625.00	\$1,025.00 \$1,040.00	\$1,435.00 \$1,455.00
240,000	249,999	\$385.00 \$390.00	\$630.00 \$640.00	\$1,050.00 \$1,065.00	\$1,470.00 \$1,490.00
250,000	259,999	\$395.00 \$400.00	\$645.00 \$655.00	\$1,075.00 \$1,090.00	\$1,505.00 \$1,525.00
260,000	269,999	\$405.00 \$410.00	\$660.00 \$670.00	\$1,100.00 \$1,115.00	\$1,540.00 \$1,560.00
270,000	279,999	\$415.00 \$420.00	\$675.00 \$685.00	\$1,125.00 \$1,140.00	\$1,575.00 \$1,595.00
280,000	289,999	\$425.00 \$430.00	\$690.00 \$700.00	\$1,150.00 \$1,165.00	\$1,610.00 \$1,630.00
290,000	299,999	\$435.00 \$440.00	\$705.00 \$715.00	\$1,175.00 \$1,190.00	\$1,645.00 \$1,665.00
300,000	309,999	\$445.00 \$450.00	\$720.00 \$730.00	\$1,200.00 \$1,215.00	\$1,680.00 \$1,700.00
310,000	319,999	\$455.00 \$460.00	\$735.00 \$745.00	\$1,225.00 \$1,240.00	\$1,715.00 \$1,735.00

			Equipment Fees (special events)
\$75.00	\$150.00	Day	Gator/ATV /Jet Ski (Police/Fire/PW)
\$75.00	\$250.00	Day	Watercraft (boat, rescue craft, jet ski)
\$50.00		Day	Police Vehicles (car)
\$75.00	\$150.00	Day	Fire Vehicles (Tower 51/Squad Vehicles)
\$75.00		Day	Heavy Duty Equipment (dozer/bobcat/powerlift)
\$50.00		Day	Pickup Truck/Sedan
			Personnel Fees (special events)
\$70.00		Hour	Police Supervisor
\$60.00	\$70.00	Hour	Fire Supervisor
\$60.00		Hour	Police Officer
\$55.00	\$60.00	Hour	Fire Fighter
\$35.00		Hour	Public Works / Maintenance I
\$50.00		Hour	Building Inspector
\$40.00		Hour	Public Works / Maintenance II
			Police Supervisor means Corporal, Sergeant, Lieutenant, and Field Training Officer. Command Staff means Major, Deputy Chief, and Chief. The rate calculation is shown below. Should City personnel (full or part-time) with job classifications other than those above be required to service special events and other approved functions, the following formula shall be utilized to calculate the fees: The average base salary as of October 1st each year for each job classification, multiplied by 1.5, plus workers' compensation, FICA, pension, and benefit costs.
			Inspection/Reinspection (special events)
\$70.00			Pre/Post Sanitation
\$50.00			Reinspection
\$70.00			Electrical Inspection
\$70.00			Fire Inspection
\$50.00			Food truck inspection fee

Fees not included above: If the Special Event should require personnel or equipment not covered in the rate categories above, the City Manager or designee has the authority to establish appropriate fees.		
N/C		One (1) to three (3) responses within a six-month period.....N/C
\$115.00		Four (4) responses within a six-month period.....\$115.00
\$288.00		Five (5) responses within a six-month period.....\$288.00
\$575.00		Six (6) responses within a six-month period.....\$575.00
Hydrant Fees and Usage of Fees When, under the provisions of this code, a fire hydrant or hydrants are required, the owner of such structure or structures shall pay to the city a sum equal to the next ensuing five year annual hydrant rental fee to be charged by the City of Cocoa Utilities Department (to be paid when the building permit is issued), to be used by the City of Cocoa Beach, Florida, to defray the rental of the hydrant or hydrants, and this money shall be put aside in a dedicated account in no event shall the said payment per hydrant be used to offset the installation cost. All fire hydrant fees are set by the City of Cocoa Water Department.		
		Confined Space Standby Fee
\$50.00	Hour	Fire Apparatus
\$50.00 \$60.00	Hour	Firefighter
\$20.00	Hour	Fire Vehicle Staff Vehicle
\$70.00	Hour	Fire Supervisor

External Training Classes		
The Fire Department offers specialized training courses to outside agencies upon request. To ensure high-quality instruction and safety compliance, the following fee schedule outlines the associated costs for hosting a class. These fees are designed to recover the actual costs incurred by the department and are based on several factors, including instructor compensation, facility usage, equipment, and safety requirements.		
Instructor Costs		Instructor compensation is based on the lead instructors' average overtime rate, which includes salary, benefits, and applicable payroll taxes. • Average Overtime Rate • Class Duration: <i>[Insert total class hours]</i> (e.g., 8 hours) • Instructor to Student Ratio: 1 instructor per 4 students for safety compliance
Facility Fees		Classes held at fire department training facilities incur usage fees to cover utilities, maintenance, and scheduling. • Training Classroom Rental • Training Grounds/Drill Tower Use (if applicable) • City Aquatic Center
Equipment Rental Fees		Specialized equipment required for training is charged separately to cover wear and tear, maintenance, and replacement.
\$25.00	Day	SCBA (per unit)
\$150.00	Day	Fire Engine (if used)
\$250.00	Day	Watercraft (boat, rescue craft, jet ski)
\$150.00	Day	Gator/ATV
Note: All consumable materials (e.g., fuel, props, smoke fluid) will be billed at cost.		
Administrative and Coordination Fee		A fixed fee to cover course planning, registration, liability coverage, and documentation: • Admin Fee: \$200 per class
Additional Notes:		• Final costs may vary depending on class type, duration, student count, and specific equipment needs. • A 50% deposit may be required to secure training dates. • Outside agencies are responsible for their own liability insurance unless otherwise agreed.

			Fire Protection
			Safety Inspection
			Assembly Occupancies
Varies		Sq. Footage	Based on Sq Footage (See sq footage table)
			Educational Occupancies
\$50.00 \$75.00		Occupancy	1-100 persons
\$10.00 \$25.00		Occupancy	Each 100 persons after 100 or any portion thereof
\$25.00 \$35.00		Occupancy	Each 50 persons or portion thereof
			Healthcare Occupancies
\$375.00 \$425.00		Each	Plus, reinspection fee for dollar value
			Hotels and Dormitories
\$10.00 \$12.00		Per unit	Max fee \$360.00 if property 330,000 sq foot or less
Varies	\$360.00 \$425.00	Sq. Footage	Property over 220,000 sq foot (See sq footage table)
			Condominiums / Apartments
\$50.00 \$75.00		Units	1-10 units
\$25.00 \$30.00		Units	Each additional 10 units or portion thereof
			Max fee \$300.00 up to 7 floors
\$300.00 \$325.00	Plus		Over 7 floors plus High-Rise Bldg. fee
			<i>Lodging and Rooming houses</i>
\$50.00 \$75.00		Units	Per 25 beds or portion thereof
			Residential board and care (per licensed capacity)
\$75.00 \$100.00		Residents	Per 50 residents or portion thereof
			Business Occupancies
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Mercantile Occupancies
Varies		Sq. Footage	Class A (See sq footage table)
Varies		Sq. Footage	Class B (See sq footage table)
Varies		Sq. Footage	Class C (See sq footage table)
			<i>Industrial Occupancies</i>
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			<i>Storage Occupancies (See sq footage table)</i>
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			High-Rise Buildings
\$250.00 \$300.00	Plus		Condo Fee plus \$250.00
			Special Structure
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			<i>Other Inspections</i>
Varies		Sq. Footage	Based on Sq footage (See sq footage table)
			Residential Rental Property with State License
\$100.00		Unit	Per unit inspected
\$45.00		Unit	Per unit, 30 days or less, annual re-inspection
\$45.00		Unit	Per unit greater than 30 days, annual re-inspection
			Burn Permits
\$30.00		Ea.	Burn Permit

			Plan Reviews
		Year	Fire hydrant rental fee (five-year)
\$50.00 \$100.00		Review	Plan review – Residential Site Plan
WAIVED		Review	Residential Sprinkler System Review
\$90.00 \$125.00		Hour	NEW water suppression system. (Outside Engineer rate not included – is extra)
\$15.00		Unit	Per dwelling unit or business condominium unit plus review fee
\$90.00 \$125.00		Review	Range hood systems, PLUS \$2.00 per nozzle
\$100.00 \$125.00		Inspection	Fire pump field inspection
\$150.00 \$175.00		Inspection	Underground fire line visual, hydrostatic inspection and flush
\$125.00		Hood	Mechanical commercial hood type I, including light, smoke and balance testing.
\$150.00 \$175.00		Up to 49	Fire sprinklers less than 50 heads remodel
\$125.00 \$150.00		Review	Smoke evacuation system review, field test and inspection. PLUS – engineer’s review rate. Engineer shall be approved by the Authority Having Jurisdiction (AHJ)
			Fire Alarm/Detection Systems
\$90.00 \$125.00		Hour	Plan review – One hour minimum
\$15.00		Unit	Per dwelling unit/mercantile or business condominium unit
\$50.00 \$75.00		Ea.	Remodeling of additions
\$2.00		Device	Commercial, mercantile and storage additional review fee
\$15.00		Unit	Hotels, motels, and transient lodging additional review fee
			Fine – Sec 31-11 Class V violation. Failure of company to release site specific software.
			Flammable, combustible, compressed liquid and gas storage system
\$75.00 \$100.00		Review	Plan Review
Required permits for operations per the Florida Fire Prevention Code			
Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefore has been suspended or revoked pursuant to the provisions of the Florida Fire Prevention Code shall be fined as per sec. 31-11 a Class III violation.			

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\$50.00	+ value x 0.0035	based on value	Building Projects Cost - \$1.00 to \$10,000,000
\$50.00	+ value x 0.0025	based on value	Building Projects Cost - \$10,000,001 to \$100,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$100,000,001 to \$200,000,000
\$50.00	+ value x 0.0015	based on value	Building Projects Cost - \$200,000,000, (rate cap)
-\$115.00 \$150.00		ea.	Design Review

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			The building and fire codes have language that allows additional charges when work is performed without a permit. To discourage this practice, all fees will be doubled when work is performed without a permit in place.
			Stand-by and fire watch fees are charged with the features of a fire protection system (e.g., sprinkler system is nonfunctional) are out of service and the threat of fire poses a life safety concern.
			Temporary Certificate of Occupancy (CO) Inspection Application fees will be charged before the inspection is conducted, if the Building Official issues a temporary CO before the project is complete. The policies in Cocoa Beach require the Office of Fire Prevention sign-off on this request. This creates an additional inspection to ensure that all features of fire protection and services are in working order; therefore, this service has not been calculated into the charges for inspecting a project.
			Concurrent building plan review application fees will be applied to projects requesting building plans be reviewed prior to the site plan approval by the City. These plans

			require a full review, but the submitter is under no obligation to build what has been reviewed
			Any persons who fail to properly obtain permits and / or plan review shall be charged triple fees.
			Occupational licenses <u>Business Tax</u> . To include temporary businesses. The following fees shall be collected by the finance department:
\$45.00			Prior to issuance of the occupational license <u>business tax</u> (fire safety, operations inspection), a Forty-five dollars (\$ 45.00) inspection fee will be charged if such an inspection is required by the fire marshal, or his designee
\$100.00		request	Water flow test
			Reinspection fee. The following fees shall be collected by the fire department:
			See sq ft – Schedule of Fire Safety Inspection Fees (VI)
			Standby charges. Standby charges include response to any hazardous material incident. The following fees shall be collected by the fire department:
			Fire apparatus, to include personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency
			Rescue apparatus, to include two (2) personnel, per hour . . . current rates as prescribed by the Federal Emergency Management Agency
			If additional personnel are needed, service will be billed on a per hour basis per person . . . actual hourly rates as calculated by the City of Cocoa Beach Finance Department
			False Alarms
N/C			One (1) to three (3) responses within a six-month period . . . N/C
\$115.00 \$150.00			Four (4) responses within a six-month period \$115.00

\$288.00 \$300.00			Five (5) responses within a six-month period. \$288.00
\$575.00 \$600.00			Six (6) or more responses within a six-month period \$575.00
			Hydrant Fees and Usage of Fees
			When, under the provisions of this code, a fire hydrant or hydrants are required, the owner of such structure or structures shall pay to the city a sum equal to the next ensuing five year annual hydrant rental fee to be charged by the City of Cocoa Utilities Department (to be paid when the building permit is issued), to be used by the City of Cocoa Beach, Florida, to defray the rental of the hydrant or hydrants, and this money shall be put aside in a dedicated account and in no event shall the said payment per hydrant be used to offset the installation cost. All fire hydrant fees are set by the City of Cocoa Water Department

Square Footage Table

SCHEDULE OF FIRE SAFETY INSPECTION FEES

*First re-inspection no charge

Square feet from	Square Feet	Initial Inspection	*Second Re-Inspection Fee	Third Re-Inspection Fee	Fourth RE-Inspection Fee
0	4,999	\$45.00 \$50.00	\$120.00 \$130.00	\$200.00 \$215.00	\$280.00 \$300.00
5,000	9,999	\$55.00 \$60.00	\$135.00 \$145.00	\$225.00 \$240.00	\$315.00 \$335.00
10,000	14,999	\$65.00 \$70.00	\$150.00 \$160.00	\$250.00 \$265.00	\$350.00 \$370.00
15,000	19,999	\$75.00 \$80.00	\$165.00 \$175.00	\$275.00 \$290.00	\$385.00 \$405.00
20,000	24,999	\$85.00 \$90.00	\$180.00 \$190.00	\$300.00 \$315.00	\$420.00 \$440.00
25,000	29,999	\$95.00 \$100.00	\$195.00 \$205.00	\$325.00 \$340.00	\$455.00 \$475.00
30,000	34,999	\$105.00 \$110.00	\$210.00 \$220.00	\$350.00 \$365.00	\$490.00 \$510.00
35,000	39,999	\$115.00 \$120.00	\$225.00 \$235.00	\$375.00 \$390.00	\$525.00 \$545.00
40,000	44,999	\$125.00 \$130.00	\$240.00 \$250.00	\$400.00 \$415.00	\$560.00 \$580.00
45,000	49,999	\$135.00 \$140.00	\$255.00 \$265.00	\$425.00 \$440.00	\$595.00 \$615.00
50,000	54,000	\$145.00 \$150.00	\$270.00 \$280.00	\$450.00 \$465.00	\$630.00 \$650.00
55,000	59,999	\$155.00 \$160.00	\$285.00 \$295.00	\$475.00 \$490.00	\$665.00 \$685.00
60,000	64,999	\$165.00 \$170.00	\$300.00 \$310.00	\$500.00 \$515.00	\$700.00 \$720.00
65,000	69,999	\$175.00 \$180.00	\$315.00 \$325.00	\$525.00 \$540.00	\$735.00 \$755.00
70,000	74,999	\$185.00 \$190.00	\$330.00 \$340.00	\$550.00 \$565.00	\$770.00 \$790.00
75,000	79,999	\$195.00 \$200.00	\$345.00 \$355.00	\$575.00 \$590.00	\$805.00 \$825.00
80,000	84,999	\$205.00 \$210.00	\$360.00 \$370.00	\$600.00 \$615.00	\$840.00 \$860.00
85,000	89,999	\$215.00 \$220.00	\$375.00 \$385.00	\$625.00 \$640.00	\$875.00 \$895.00
90,000	94,999	\$225.00 \$230.00	\$390.00 \$400.00	\$650.00 \$665.00	\$910.00 \$930.00
95,000	99,999	\$235.00 \$240.00	\$405.00 \$415.00	\$675.00 \$690.00	\$945.00 \$965.00

100,000	109,999	\$245.00 \$250.00	\$420.00 \$430.00	\$700.00 \$715.00	\$980.00 \$1,000.00
110,000	119,999	\$255.00 \$260.00	\$435.00 \$445.00	\$725.00 \$740.00	\$1,015.00 \$1,035.00
120,000	129,999	\$265.00 \$270.00	\$450.00 \$460.00	\$750.00 \$765.00	\$1,050.00 \$1,070.00
130,000	139,999	\$275.00 \$28.00	\$465.00 \$475.00	\$775.00 \$790.00	\$1,085.00 \$1,105.00
140,000	149,999	\$285.00 \$290.00	\$480.00 \$490.00	\$800.00 \$815.00	\$1,120.00 \$1,140.00
150,000	159,999	\$295.00 \$300.00	\$495.00 \$505.00	\$825.00 \$840.00	\$1,155.00 \$1,175.00
160,000	169,999	\$305.00 \$310.00	\$510.00 \$520.00	\$850.00 \$865.00	\$1,190.00 \$1,210.00
170,000	179,999	\$315.00 \$320.00	\$525.00 \$535.00	\$875.00 \$890.00	\$1,225.00 \$1,245.00
180,000	189,999	\$325.00 \$330.00	\$540.00 \$550.00	\$900.00 \$915.00	\$1,260.00 \$1,280.00
190,000	199,999	\$335.00 \$340.00	\$555.00 \$565.00	\$925.00 \$940.00	\$1,295.00 \$1,315.00
200,000	209,999	\$345.00 \$350.00	\$570.00 \$580.00	\$950.00 \$965.00	\$1,330.00 \$1,350.00
210,000	219,999	\$355.00 \$360.00	\$585.00 \$595.00	\$975.00 \$990.00	\$1,365.00 \$1,385.00
220,000	229,999	\$365.00 \$370.00	\$600.00 \$610.00	\$1,000.00 \$1,015.00	\$1,400.00 \$1,420.00
230,000	239,999	\$375.00 \$380.00	\$615.00 \$625.00	\$1,025.00 \$1,040.00	\$1,435.00 \$1,455.00
240,000	249,999	\$385.00 \$390.00	\$630.00 \$640.00	\$1,050.00 \$1,065.00	\$1,470.00 \$1,490.00
250,000	259,999	\$395.00 \$400.00	\$645.00 \$655.00	\$1,075.00 \$1,090.00	\$1,505.00 \$1,525.00
260,000	269,999	\$405.00 \$410.00	\$660.00 \$670.00	\$1,100.00 \$1,115.00	\$1,540.00 \$1,560.00
270,000	279,999	\$415.00 \$420.00	\$675.00 \$685.00	\$1,125.00 \$1,140.00	\$1,575.00 \$1,595.00
280,000	289,999	\$425.00 \$430.00	\$690.00 \$700.00	\$1,150.00 \$1,165.00	\$1,610.00 \$1,630.00
290,000	299,999	\$435.00 \$440.00	\$705.00 \$715.00	\$1,175.00 \$1,190.00	\$1,645.00 \$1,665.00
300,000	309,999	\$445.00 \$450.00	\$720.00 \$730.00	\$1,200.00 \$1,215.00	\$1,680.00 \$1,700.00
310,000	319,999	\$455.00 \$460.00	\$735.00 \$745.00	\$1,225.00 \$1,240.00	\$1,715.00 \$1,735.00