



Meeting Agenda
Thursday, October 16, 2025

7:00 PM

REGULAR MEETING

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

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and
www.youtube.com/@CityofCocoaBeachFL
Meeting Video Archives: www.cityofcocoa beach.com

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

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

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 entrance 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 a 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 Troy Stanley, Pastor, First Christ Lutheran Church
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. SPECIAL PRESENTATIONS

1. Woman's Club 60th Anniversary Proclamation
2. Recognition of Exceptional Service Presented by Chief Wes Mullins, Assistant City Manager

D. PUBLIC COMMENTS

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

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the October 2, 2025, City Commission Minutes
Staff Representative: City Clerk Department
Recommendation: Approve
2. Adopt Resolution No. 2025-31 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, amending garbage, waste and trash fees; providing for interpretation and for an effective date. Resolution No. 2025-31 implements a 5.39% rate increase effective in January 2026, seen in the February 2026 utility bill. The current contract with Waste Management for solid waste services runs from 2021 to 2026 and has an escalation clause allowing rate adjustments linked to the Consumer Price Index (CPI). The last customer rate increase was applied in January 2025 in the amount of 4.59%.
Staff Representative: Brad Kalsow, Public Works/Water Rec Director, Hana Juman, Finance Director
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. NEW BUSINESS

1. Accept the Engineers Recommendation of Award for the bid submitted by R&M Service Solutions, LLC in the amount of \$702,042.00 for bid #CB25-006, Port Canaveral Forcemain Air Release Valve Replacement Project. Allow staff to enter into contract with R&M Service Solutions, LLC. This is a budgeted Capital Project eligible for State Revolving Funds
Staff Representative: Brad Kalsow, Water Reclamation and Public Works Director
Recommendation: Approve
2. Approve Task Order #6 with Kimley-Horn and Associates, Inc to provide Construction Phase Services for Project CB25-001 Lift Station 3, 6 & 15 Rehabilitation in the amount of \$104,390. This is a budgeted Capital Project.
Staff Representative: Brad Kalsow, Public Works and Water Reclamation Director
Recommendation: Approve
3. Approve the purchase of a new pool liner from RenoSys in the amount of \$181,965. This is a budgeted capital item.
Staff Representative: Andi Segarra, Leisure Services Director
Recommendation: Approve
4. Requesting Commission direction regarding which meetings should be conducted, rescheduled, or canceled during the upcoming holiday period, while ensuring compliance with the requirement to hold a minimum of one regular meeting per month.
Current Meeting Dates:

November 6

November 20 (City Hall Closure: Thanksgiving – November 27 & 28)

December 4

December 18 (City Hall Closure: Christmas Holiday December 24 & 25)

January 1 (New Year's Day – City Hall Holiday Closure)

Staff Representative: AJ Hutson, City Manager

Recommendation: Provide direction to staff regarding the City Commission's preferred holiday meeting schedule.

5. Approve Ordinance 1706 on first reading- An ordinance of the City of Cocoa Beach, Florida, amendment Article III, "Civil Citations", of Chapter 30 "Code Enforcement, Special Magistrate/Code Enforcement Board, Civil Citations", of the Code of Ordinances; providing for updates to civil citation provisions; making findings; providing for adoption of revisions by reference; providing for codification; conflicts; severability; scrivener's errors; and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Approve

K. GENERAL PUBLIC COMMENT

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

L. ADJOURNMENT

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

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Carrie Lombardo, Executive Assistant

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Woman's Club 60th Anniversary Proclamation

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

60th Anniversary of CB Women's Club

Proclamation



The Cocoa Beach Women's Club was established on September 7, 1965, and chartered by the General Federation of Woman's Clubs, Florida on September 24, 1965, as a service organization, addressing and enhancing the lives of others through volunteer service; and

Whereas, throughout the Club's 60-year history has contributed not only to the Cocoa Beach and Cape Canaveral areas but also to all citizens of Brevard County through its support of education, arts and culture, our environment, civic duties, health and wellness; and

Whereas, the Club sponsored the first Cocoa Beach Senior Citizens Club, the forerunner to Freedom 7 Senior Center; was instrumental in procuring sidewalks on the north side of Minutemen Causeway; provided scholarships for police and firefighter training; contributed over half a million dollars towards the building and furnishing of the Cocoa Beach Country Club and Community Center and hosted its "Grand Opening" in 1992; hosted the City of Cocoa Beach's 80th anniversary party; and

Whereas, the Cocoa Beach Woman's Club assisted in the development of Fischer Park, Jetty Park and Bicentennial Park; lobbied for the preservation of the Hammock at Lori Wilson Park; founded the Right Whale Watch Program; is a founding member of the Bowen Aquarium; supports the Drown Zero Project and the Women's Center of Brevard; and

Whereas, the Club has been an official sponsor of the Space Coast Art Festival since 1968; supports the Cocoa Beach Art Festival since 1968; donated to the Cocoa Beach Library Building Program and supports it annually; edited and published "Out of this World Cookbook" I and II, selling over 30,000 copies worldwide; collected and sent teddy bears to refugee children in Kosovo; collected and delivered 90 tons of supplies, with the help of Patrick Air Force Base to the victims of Hurricane Betsey; supports the Cocoa Beach Police and Fire Departments; supports the Cocoa Beach Citizen's Academy; and

Whereas, over the past 60 years has given scholarships to Brevard Country high school students and women re-entering the workforce; contributes to Cocoa Beach Junior Senior High School Band, Chorus, Orchestra and "Project Graduation"; sponsors students to attend the Hugh O'Brien Youth Leadership Program (H.O.B.Y); supports Cocoa Beach Junior Senior High School Teacher Appreciation Week; recognizes outstanding elementary students; volunteers and sponsors Special Olympics; supports and volunteers at local events; and

THEREFORE, I, KEITH CAPIZZI, Mayor of the City of Cocoa Beach, Florida, do hereby join the Commissioners of Cocoa Beach along with our community, in expressing appreciation to the Cocoa Beach Women's Club, for their loyal and dedicated service and extending best wishes on their 60th anniversary.

Proclaimed this 16th day of October 2025.

Keith Capizzi, Mayor

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Police /
Wes Mullins, Chief of Police

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Recognition of Exceptional Service Presented by Chief Wes Mullins, Assistant City Manager

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Recognize Police Officers and local member of the community.

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
October 2, 2025

A. MEETING CALLED TO ORDER

Vice- Mayor Williams called the meeting to order at 7:00 PM.

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

Commission Members Present:

Vice-Mayor Skip Williams
Commissioner Joshua Jackson
Commissioner Tim Tumulty

Commission Members Absent:

Mayor Keith Capizzi
Commissioner Jeremy Hutcherson

Administrative Members Present:

City Attorney Garrett Owen
City Manager A.J. Hutson
City Clerk Karin Grooms
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Chief Justin Grimes
Human Resources Cindy DePina
Information Technology, Nate Guruwaffe
Assistant City Manager/Police Chief Wes Mullins
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 JACKSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. PUBLIC COMMENTS

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CITY OF COCOA BEACH
CITY COMMISSION MINUTES
October 2, 2025

No public comment.

D. STAFF REPORTS AND ANNOUNCEMENTS

City Manager AJ Hutson announced the appointment of Chief Wes Mullins as the new Assistant City Manager. Mr. Hutson outlined the responsibilities Chief Mullins will be assuming as he transitions into this expanded role.

Mr. Hutson also reported on his attendance at the Brevard Delegation meeting, noting that a common theme among the beachside cities was the discussion of ad valorem issues.

A reminder was given that the Annual Cape Coast Conference will be held at the Aquatic Center this Thursday and Friday. Mr. Hutson expressed his appreciation to staff for their work in successfully closing out Fiscal Year 2025 and preparing for the start of Fiscal Year 2026.

He also highlighted the city's annual art show, noting ongoing collaboration with the organizing group as the event prepares to utilize the city's new green space in the upcoming year.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The city attorney had no report.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Tumulty, serving as Vice Chair of the Cocoa Beach Art Show, recognized Chair Steve Romano and the entire organizing team for their efforts. He emphasized that volunteers are still needed for the event.

Commissioner Tumulty noted that the main stage will be located at City Hall this year rather than on the main street. He requested the Commission's consent to allow beer sales on City property; the Commission provided its approval.

The Art Show will once again take place over Thanksgiving weekend, running for three full days. This year, no food trucks will be present. Instead, the Art Show Board decided that all local restaurants should have the opportunity to benefit from the event's art and entertainment.

Additionally, the Fire Department will host its annual chili fundraiser. Commissioner Tumulty also provided an overview of the planned tent locations and event layout.

Vice-Mayor Williams explained the commission meeting procedure given that only three members were present. He clarified that any item receiving a 2–1 vote would fail, and that a unanimous 3–0 vote would be required for an item to pass during the meeting.

CITY OF COCOA BEACH
CITY COMMISSION MINUTES
October 2, 2025

G. CONSENT AGENDA

MOTION BY JACKSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the 09/18/2025, Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve
2. Approve Resolution 2025-23 appropriating funds for projects and purchases not completed during the prior fiscal year. This is a budgeted item.
Staff Representative: Hana Juman, Finance Director, A.J. Hutson, City Manager
Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. NEW BUSINESS

1. Adopt Ordinance 1704 on first reading — An ordinance of the City of Cocoa Beach, Florida, prohibiting the immobilization (“Booting”) of vehicles by the use of an impoundment device on private property within the city; Providing for findings; providing definitions; providing exceptions; providing for enforcement and penalties; providing for conflicts, severability, an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Approve

MOTION BY JACKSON/TUMULTY

I MOVE TO ADOPT 1704 ON FIRST READING

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

2. Adopt Ordinance 1705 on first reading — An ordinance of the City of Cocoa Beach, Florida, creating a new article III, “street performers and buskers”, of chapter 8, “amusements and entertainment” of the code of ordinances of the city of Cocoa Beach, regulating street performers within the city; providing for findings and definitions; providing for prohibitions and conditions of performance; providing for enforcement and penalties; providing for conflicts, codification, severability, and an effective date.
Staff representative: David Dickey, Development Services Director
Recommendation: Approve

MOTION BY JACKSON/TUMULTY

I MOVE TO ADOPT 1705 ON FIRST READING

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

CITY OF COCOA BEACH
CITY COMMISSION MINUTES
October 2, 2025

Commissioner Tumulty noted that the topic of street performances had been raised several years ago and requested additional information from staff.

Mr. Dave Dickey, Development Services, reported that he had been contacted by an individual interested in conducting street performances. He explained that the City Code does not currently address this issue and noted that he had consulted with the City Attorney regarding the drafting of an ordinance to regulate street performers.

Mr. Dickey acknowledged First Amendment rights in relation to the matter. He further explained that designated performance areas would be established by resolution and provided a general description of those areas.

Commissioner Tumulty thanked staff for the clarification on the details of the proposed ordinance.

3. Resolution 2025-29 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, regulating street performers within the City; establishing prohibited public areas relating to the regulation of street performers in the city; making findings; and providing an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Approve

MOTION BY TUMULTY/JACKSON
I MOVE TO APPROVE RESOLUTION 2025-29
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Tumulty inquired about the Art Show, noting concerns about individuals entering the event area. He asked whether the City Manager has the authority to restrict access in certain areas during events.

Vice-Mayor Williams clarified that such matters would be covered under the City's event regulations and inquired about how restrictions would be advertised.

City Manager Hutson explained the special event process and confirmed that it provides the City with flexibility; either to limit access in designated areas or to allow entry, depending on the circumstances.

4. Accept the City's Selection Committee Recommendation of Award for the bids submitted by US Lawns, W&G Maintenance Corp, Rob Potts, Lawns by Scott and Marlowe Landscaping under bid #CB25-009, to provide Grounds Maintenance Services for 34 service areas across the City. Allow staff to enter into a contract with all five companies. This is a budgeted operating expense for FY26.
Staff Representative: Brad Kalsow, Water Reclamation and Public Works

CITY OF COCOA BEACH
CITY COMMISSION MINUTES
October 2, 2025

Director

Recommendation: Approve

MOTION BY JACKSON/TUMULTY
I MOVE TO APPROVE GROUNDS MAINTENANCE SERVICES
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Vice-Mayor Williams expressed his support for allowing multiple contracts, noting that each party may hold their own contracts. He stated he was in favor of the approach.

5. Resolution 2025-30 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, adopting a fine schedule applicable to violations of Ordinance 1700 relating to the regulation of electric bikes and similar devices in the City; making findings; adopting fine schedule for violations related to the use of electric bicycles; requiring posting of fine amounts on the City website and implementation of new fines; and providing an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Approve

MOTION BY TUMULTY/JACKSON
I MOVE TO APPROVE RESOLUTION 2025-30.
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mr. John Dillion spoke regarding the previous item on street performers. He inquired whether the ordinance/resolution would also apply to homeless individuals or others asking for money.

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

- K. ADJOURNMENT

The meeting was adjourned at 7:20 pm.

Karin Grooms, City Clerk, MPA,CMC

Keith Capizzi, Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Brad Kalsow, Director of Water Reclamation
Hana Juman, Finance Director

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Adopt Resolution No. 2025-31 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, amending garbage, waste and trash fees; providing for interpretation and for an effective date. Resolution No. 2025-31 implements a 5.39% rate increase effective in January 2026, seen in the February 2026 utility bill. The current contract with Waste Management for solid waste services runs from 2021 to 2026 and has an escalation clause allowing rate adjustments linked to the Consumer Price Index (CPI). The last customer rate increase was applied in January 2025 in the amount of 4.59%.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

In FY2026 Budget

BACKGROUND:

Per Waste Management Contract, CPI (Consumer Price Index) for Water, Sewer, Trash Collection Services annual rate adjustment goes into effect January 1 of that following year.

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING GARBAGE, WASTE AND TRASH FEES; PROVIDING FOR INTERPRETATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Garbage, Waste and Trash Fees are adopted by Resolution; and

WHEREAS, fees were last amended in 2022, by Resolution 2022-10,

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

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

SECTION 2. The following schedule of fees shall be adopted:
BID #1: BASE CASE - pickup residential curbside garbage for entire City twice a week, maintain current schedule of pickups

SERVICE CATEGORY	Unit Price	Unit Description
RESIDENTIAL		
Curbside Service (1,4)	\$30.70	Per unit/month
Back Door Service (2, 3, 4)	\$39.66	Per unit/month
MULTI-FAMILY DWELLING UNITS USING MECHANICAL CONTAINERS		
Garbage	\$4.61	Cubic yard/month
Yard Trash	\$1.87	Per unit/month
Recycling	\$3.10	Per unit/month
MULTI-FAMILY DWELLING UNITS USING CARTS		
Curbside Service (1)	\$30.70	Per unit/month
Back Door Service (2)	\$39.66	Per unit/month
ALL COMMERCIAL		
Mechanical Containers	\$5.30	Cubic yard/month
Carts	\$54.76	Per cart/month

Notes:

1. Residential curbside service includes garbage, yard trash and recycling service
2. Back Door service includes garbage & recycling service
3. Handicapped residents receive back door service at curbside rate
4. Garbage or recycling collected within carts. Yard trash follows collection methods as stated in Schedule A, Scope of Work, sections A (5) and A (6)

PICKUP SCHEDULE

Carted Recycle – once per week & carted yard trash – once per week. Clam yard trash EOW.

NOTE:

City shall reimburse Contractor for the following services:

- Beach access Stub-end Street service/30-35 Solar Compactors and recycling companions service: \$9,517.71 per month
- Beach Trash Removal/Minutemen Trash Cans service: \$12,752.17 per month
 - Total: \$22,269.88 per month*
 - *Total does not include Beach Trash Removal beach vehicle equipment cost of approximately \$10,000 which shall be added to monthly total as needed for service.

RESOLUTION NO. 2025-31

Charges: The charges set forth herein shall or may be included in the City of Cocoa Beach, Florida, Sewer and Garbage bill or other billing system.

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

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

SECTION 4: Effective Date. This resolution and rates adopted shall become in full effect beginning with the February 2026 billing for the January/February 2026 service period.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution is duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the 16th of October 2025.

ATTEST:

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi, Mayor-Commissioner

Karin Grooms, MPA, CMC City Clerk

Commercial Service (businesses) - WM bills for Container Maintenance and Extra PU
ONLY Maintenance and Extra Pickups are billed in MAS....

CONTAINER MAINTENANCE CHARGE										Extra PU
	1	2	3	4	5	6				
2	\$ 48.15	\$ 48.15	\$ 48.15	\$ 48.15	\$ 48.15	\$ 48.15				\$ 33.64
3	\$ 59.27	\$ 59.27	\$ 59.27	\$ 59.27	\$ 59.27	\$ 59.27				\$ 50.44
4	\$ 62.96	\$ 62.96	\$ 62.96	\$ 62.96	\$ 62.96	\$ 62.96				\$ 67.25
6	\$ 75.93	\$ 75.93	\$ 75.93	\$ 75.93	\$ 75.93	\$ 75.93				\$ 100.94
8	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33				\$ 134.55

Ancillary Services - WM bills for Services

Delivery	\$ -	n/a
Removal	\$ -	n/a
Rollout	\$ 30.42	Per Day - Per Container
Wheels/Casters	\$ 21.29	Per Month - Per Container
Locks	\$ 21.29	Per Month - Per Container

Commercial Cart Service (rate to hauler) -

96 Gallon Solid Waste Cart Only

Do not quote to customer. City bills Customer

QTY	FREQUENCY	
	1x	2x
1	n/a	\$ -
2	n/a	\$ -

Rolloff Solid Waste/Sludge OPEN TOP Haul Rates - WM bills for all Services

Must add Disposal Charges to Haul Rates*

Size	Description	Haul Rate	Disposal Information
15	Yard Open Top - Per Pull/Haul Rate	\$ 419.54	disposal if applicable
20	Yard Open Top - Per Pull/Haul Rate	\$ 419.54	disposal if applicable
30	Yard Open Top - Per Pull/Haul Rate	\$ 419.54	disposal if applicable
40	Yard Open Top - Per Pull/Haul Rate	\$ 419.54	disposal if applicable
Sludge	Open Top - Per Pull/Haul Rate ***	\$ 362.60	disposal if applicable

* No other charges except disposal *** Sludge Rates not subject to CPI-WST adjustments

Rolloff Solid Waste COMPACTOR Haul Rates - Do not Quote Customer- City bills Customer

Size	Description	Haul Rate	Information
15	Yard Compactor - Per Pull/Haul Rate	\$ 318.00	\$ -
20	Yard Compactor - Per Pull/Haul Rate	\$ 424.00	\$ -
30	Yard Compactor - Per Pull/Haul Rate	\$ 636.00	\$ -
40	Yard Compactor - Per Pull/Haul Rate	\$ 848.00	\$ -

* No other charges except disposal

Rolloff C&D - with a Valid City Building Permit - is Open Market

Otherwise Refer to Solid Waste Rates Above

RESIDENTIAL Rate to hauler:

Do not quote to customer. City bills customer.

Solid Waste Cart Size: 96 gallon cart *

Recycle Cart Size: 64 gallon cart **

Category	Garbage	Recycle	Yard Trash	Monthly Total
Single home	\$ 14.59	\$ 3.55	\$ 12.56	\$ 30.70
Backdoor Single Family Home	\$ 23.55	\$ 3.55	\$ 12.56	\$ 39.66

* Residents wishing to Exchange their 96 gal garbage Cart for a 64 gal garbage Cart will incur a **\$35.00 Delivery Charge - WM to bill Resident**

** Residents requesting to Exchange their 64 gal recycle Cart for 96 gal recycle Cart will incur a **\$35.00 per Cart Charge - WM to bill Resident**

***Residents requesting to purchase an additional cart will incur a **\$75 One-Time Charge - WM to bill Resident**

36 Gallon Garbage Carts are available only at the discretion of WM Facility

Note: Medical disability "backdoor" service at above Single Home rates. No additional cost.

Per Cubic Yard City Rates

Do not quote to customer. City bills customer.

For Cocoa Beach Manual Invoice: 1/1/2026
 MF: FEL Cont/Comp & RO Comp: \$4.61 p/yd
 CO: FEL Cont/Comp & RO Comp: \$5.30 p/yd
 CO: Carts (96 Gallon = 1/2 yard) \$54.76 per cart

Quote These Highlighted Rates ONLY**Cocoa Beach**

Effective

1/1/2026

Rates apply to customers with MILLAGE CODE:

26H0

5.39%

MULTI - FAMILY RATES

Commercial Container Service (Multifamily Dwellings) - WM bills for Container Maintenance and Extra PU
ONLY Maintenance and Extra Pickups are billed in MAS....

CONTAINER MAINTENANCE CHARGE									
	1	2	3	4	5	6	Extra PU		
2	\$ 48.15	\$ 48.15	\$ 48.15	\$ 48.15	\$ 48.15	\$ 48.15		\$	33.64
3	\$ 59.27	\$ 59.27	\$ 59.27	\$ 59.27	\$ 59.27	\$ 59.27		\$	50.44
4	\$ 62.96	\$ 62.96	\$ 62.96	\$ 62.96	\$ 62.96	\$ 62.96		\$	67.25
6	\$ 75.93	\$ 75.93	\$ 75.93	\$ 75.93	\$ 75.93	\$ 75.93		\$	100.94
8	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33	\$ 83.33		\$	134.55

Ancillary Services - WM bills for Services

Delivery	\$ -	n/a
Removal	\$ -	n/a
Rollout	\$ 30.42	Per Day - Per Container
Wheels/Casters	\$ 21.29	Per Month - Per Container
Locks	\$ 21.29	Per Month - Per Container

MULTIFAMILY Curbside Rate to hauler: Do not quote to customer. City bills customer**Solid Waste Cart Size: 96 gallon cart *****Recycle Cart Size: 64 gallon cart ****

Category	Garbage	Recycle	Yard Trash	Monthly Total
Multi-Family - Curbside	\$ 14.59	\$ 3.55	\$ 12.56	\$ 30.70

* Residents wishing to Exchange their 96 gal garbage Cart for a 64 gal garbage Cart will incur a **\$35.00 Delivery Charge** - WM to bill Resident

** Residents requesting to Exchange their 64 gal recycle Cart for 96 gal recycle Cart will incur a **\$35.00 per Cart Charge** - WM to bill Resident

***Residents requesting to purchase an additional cart will incur a **\$75 One-Time Charge** - WM to bill Resident

MULTIFAMILY Containerized Yardage / Per Unit Rate to hauler:**Do not quote to customer. City bills customer**

Category	Garbage	Recycle	Yard Trash
Multi-Family - Curbside	\$ 4.61	\$ 3.10	\$ 1.87
	Per Cubic Yard	Per Unit/Per MO	Per Unit/Per MO

Per Cubic Yard City Rates**Do not quote to customer. City bills customer.**

For Cocoa Beach Manual Invoice: 1/1/2026
 MF: FEL Cont/Comp & RO Comp: \$4.61 p/yd
 CO: FEL Cont/Comp & RO Comp: \$5.30 p/yd
 CO: Carts (96 Gallon = 1/2 yard) \$54.76 per cart

CITY OF COCOA BEACH SOLID WASTE SERVICE CONTRACT

EXHIBIT B PAYMENTS TO THE CONTRACTOR

BID #1: BASE CASE - pickup residential curbside garbage for entire City twice a week, maintain current schedule of pickups

SERVICE CATEGORY	Unit Price	Unit Description
RESIDENTIAL		
Curbside Service (1,4)	\$ 30.70	Per unit/month
Back Door Service (2,3,4)	\$ 39.66	Per unit/month
MULTI-FAMILY DWELLING UNITS USING MECHANICAL CONTAINERS		
Garbage	\$ 4.61	Cubic yard/month
Yard Trash	\$ 1.87	Per unit/month
Recycling	\$ 3.10	Per unit/month
MULTI-FAMILY DWELLING UNITS USING CARTS		
Curbside Service (1)	\$ 30.70	Per unit/month
Back Door Service (2)	\$ 39.66	Per unit/month
ALL COMMERCIAL		
Mechanical Containers	\$ 5.30	Cubic yard/month
Carts	\$ 54.76	Per cart/month

Notes:

- 1 Residential curbside service includes garbage, yard trash and recycling service
- 2 Back Door service includes garbage & recycling service
- 3 Handicapped residents receive back door service at curbside rate
- 4 Garbage or recycling collected within carts. Yard trash follows collection methods as stated in Schedule A, Scope of Work, sections A (5) and A (6)

PICKUP SCHEDULE

Carted Recycle - once per week & carted yard trash - once per week. Clam yard trash EOW.

NOTE:

- City shall reimburse Contractor for the following services:**
- Beach access Stub-end Street service/30-35 Solar Compactors and recycling companions service: \$9,517.71 per month
 - Beach Trash Removal/Minutemen Trash Cans service: \$12,752.17 per month
 - **Total: \$22,269.88 per month***
 - *Total does not include Beach Trash Removal beach vehicle equipment cost of approximately \$10,000 which shall be added to monthly total as needed for service.

CPI for All Urban Consumers (CPI-WST)
Original Data Value

For the City of Cocoa Beach

Series Id: CUUR0000SEHG,CUUS0000SEHG

Not Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.76	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851							314.127	

Index Change = 16.199

CPI Change = 5.39%

100% of CPI = 5.39%



August 7, 2025

Mr. A.J. Hutson
City Manager
City of Cocoa Beach
2 South Orlando Avenue
Cocoa Beach, FL 32932

Dear A.J.:

Thank you for the opportunity to provide solid waste collection services to the City of Cocoa Beach.

In accordance with the contractual agreement granted to Waste Management Inc. of Florida, please accept this notice for the annual rate adjustment to reflect changes in the cost of doing business.

Latest data reflected in the Consumer Price Index for Water, Sewer, and Trash Collection Services (CPI-WST) serves as the basis for a 5.39% adjustment. Supporting documentation is included for your reference. The revised pricing structure, effective January 1, 2026, is attached for your review.

Should you have any questions, please do not hesitate to contact me at (321) 372-9641 or via email at jchandl1@wm.com.

On behalf of Brevard County's 275+ WM employees, thank you for the privilege of serving the residents and businesses of Cocoa Beach.

Sincerely,

Jordin T. Chandler

Jordin T. Chandler
Government Affairs Manager

cc: Marlene Figueroa, Pricing Management, Florida Area
Chris Quinn, WM Cocoa Hauling District Manager
Brad Kalsow, Cocoa Beach Public Works Director
Hana Juman, Cocoa Beach CFO

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Accept the Engineers Recommendation of Award for the bid submitted by R&M Service Solutions, LLC in the amount of \$702,042.00 for bid #CB25-006, Port Canaveral Forcemain Air Release Valve Replacement Project. Allow staff to enter into contract with R&M Service Solutions, LLC. This is a budgeted Capital Project eligible for State Revolving Funds

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

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budget Capital Item for FY26

BACKGROUND:

The sewer forcemain from Port Canaveral that extends from the Port's property boundary and heads south to State Road 520, has 26 Air Release Valves (ARV's) connected to the pipe. Replacement and upgrades for all 26 ARV's have been designed by Mead & Hunt. The replacement of these ARV's will allow sufficient pumping efficiency from the Port Canaveral Master Lift Station and will allow the ability to off-gas to avoid air pockets forming in the the pipe which could cause air locks and decreased pumping efficiency.

The existing ARV structures are original from when the forcemain was installed in the late 90's. The majority of the existing structures are small and difficult to work on. The close proximity to A1A with most of the structures also makes it difficult to repair.

Attached are the engineered drawings and specifications for bid performed by Mead & Hunt. This project is listed within the Wastewater Facility Plan and is eligible for State Revolving Fund loans.

Seven bids were received for construction on this project. R&M Service Solutions, LLC is being recommended by Mead & Hunt to perform the scope of construction services on this project. The letter of recommendation and bid tabulation is attached with this agenda item.



October 7, 2025

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

Email: bkalsow@cityofcocoabeach.com

**RE: PORT CANAVERAL FORCE MAIN ARV REPLACEMENTS
BID NO. CB25-006**

Dear Mr. Kalsow,

The City received seven (7) bids on the above referenced project on September 19, 2025. R&M Service Solutions, LLC of San Antonio, Florida was the low bidder with a bid totaling \$702,042.00 (bid tabulation attached).

R&M Service Solutions, LLC has submitted all of the required documentation in their bid. Their Certified Underground Utility and Excavation Contractor's license is in good standing with no active complaints.

We have not worked with R&M Service Solutions, LLC in the past. We have checked the references provided, and they have given positive responses that R&M Service Solutions, LLC is capable of performing the duties to bring this project to completion. Therefore, we recommend that the City award this project, in its entirety, to R&M Service Solutions, LLC in the total amount of \$702,042.00.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

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

Brad Blais, PE
Vice President/Client Manager

BTB:bf

Attachment: Bid Tabulation

cc: John 'Tanner' Rachal, PE

CITY OF COCOA BEACH
PORT CANAVERAL FORCE MAIN ARV REPLACEMENTS
BID NO. CB25-006
BID TABULATION

				R&M SERVICE SOLUTIONS, LLC San Antonio, FL		GENERAL UNDERGROUND, LLC Lake Helen, FL		U.W. WATER SERVICES CORPORATION New Port Richey, FL		SOUTHERN UNDERGROUND INDUSTRIES, INC. Deerfield Beach, FL		G3 CONTRACTING INC. dba INDUSTRY STANDARD New Smyrna Beach, FL		CANAVERAL CONSTRUCTION CO., INC. Mims, FL		CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC Winter Springs, FL	
Item	Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS	\$ 20,757.00	\$ 20,757.00	\$ 37,550.00	\$ 37,550.00	\$ 49,785.00	\$ 49,785.00	\$ 28,044.05	\$ 28,044.05	\$ 20,000.00	\$ 20,000.00	\$ 74,384.45	\$ 74,384.45	\$ 167,250.00	\$ 167,250.00
2	Pre- Construction Video	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,629.00	\$ 4,629.00	\$ 1,474.10	\$ 1,474.10	\$ 9,000.00	\$ 9,000.00	\$ 6,191.36	\$ 6,191.36	\$ 19,500.00	\$ 19,500.00
3	Demolish Air Release Valve	26	EA	\$ 1,500.00	\$ 39,000.00	\$ 1,000.00	\$ 26,000.00	\$ 2,671.00	\$ 69,446.00	\$ 8,337.34	\$ 216,770.84	\$ 3,000.00	\$ 78,000.00	\$ 4,333.95	\$ 112,682.70	\$ 4,950.00	\$ 128,700.00
4	Air Release Valve Assembly #1	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 50,893.05	\$ 50,893.05	\$ 56,250.00	\$ 56,250.00
5	Air Release Valve Assembly #2	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,092.06	\$ 26,092.06	\$ 46,150.00	\$ 46,150.00	\$ 46,766.59	\$ 46,766.59	\$ 56,250.00	\$ 56,250.00
6	Air Release Valve Assembly #3	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,809.01	\$ 26,809.01	\$ 46,150.00	\$ 46,150.00	\$ 71,525.37	\$ 71,525.37	\$ 49,500.00	\$ 49,500.00
7	Air Release Valve Assembly #4	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,092.06	\$ 26,092.06	\$ 46,150.00	\$ 46,150.00	\$ 46,766.59	\$ 46,766.59	\$ 56,250.00	\$ 56,250.00
8	Air Release Valve Assembly #5	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 49,517.56	\$ 49,517.56	\$ 50,150.00	\$ 50,150.00
9	Air Release Valve Assembly #6	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 60,521.47	\$ 60,521.47	\$ 49,500.00	\$ 49,500.00
10	Air Release Valve Assembly #7	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 44,015.61	\$ 44,015.61	\$ 50,150.00	\$ 50,150.00
11	Air Release Valve Assembly #8	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,126.48	\$ 26,126.48	\$ 46,150.00	\$ 46,150.00	\$ 42,640.12	\$ 42,640.12	\$ 43,250.00	\$ 43,250.00
12	Air Release Valve Assembly #9	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 49,517.56	\$ 49,517.56	\$ 42,150.00	\$ 42,150.00
13	Air Release Valve Assembly #10	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 45,391.10	\$ 45,391.10	\$ 48,150.00	\$ 48,150.00
14	Air Release Valve Assembly #11	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 42,640.12	\$ 42,640.12	\$ 45,250.00	\$ 45,250.00
15	Air Release Valve Assembly #12	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 24,900.00	\$ 24,900.00	\$ 28,806.00	\$ 28,806.00	\$ 30,820.73	\$ 30,820.73	\$ 46,150.00	\$ 46,150.00	\$ 48,142.07	\$ 48,142.07	\$ 57,500.00	\$ 57,500.00
16	Air Release Valve Assembly #13	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 42,640.12	\$ 42,640.12	\$ 49,500.00	\$ 49,500.00
17	Air Release Valve Assembly #14	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 41,264.64	\$ 41,264.64	\$ 56,900.00	\$ 56,900.00
18	Air Release Valve Assembly #15	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 28,971.00	\$ 28,971.00	\$ 30,734.70	\$ 30,734.70	\$ 46,150.00	\$ 46,150.00	\$ 53,664.03	\$ 53,664.03	\$ 50,500.00	\$ 50,500.00
19	Air Release Valve Assembly #16	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 28,971.00	\$ 28,971.00	\$ 30,820.73	\$ 30,820.73	\$ 46,150.00	\$ 46,150.00	\$ 53,644.03	\$ 53,644.03	\$ 50,500.00	\$ 50,500.00
20	Air Release Valve Assembly #17	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 30,820.73	\$ 30,870.23	\$ 46,150.00	\$ 46,150.00	\$ 42,640.12	\$ 42,640.12	\$ 50,500.00	\$ 50,500.00
21	Air Release Valve Assembly #18	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 28,971.00	\$ 28,971.00	\$ 31,652.34	\$ 31,652.34	\$ 46,150.00	\$ 46,150.00	\$ 28,885.24	\$ 28,885.24	\$ 50,500.00	\$ 50,500.00
22	Air Release Valve Assembly #19	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 46,766.59	\$ 46,766.59	\$ 50,150.00	\$ 50,150.00
23	Air Release Valve Assembly #20	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 42,640.12	\$ 42,640.12	\$ 50,150.00	\$ 50,150.00
24	Air Release Valve Assembly #21	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 48,142.07	\$ 48,142.07	\$ 50,150.00	\$ 50,150.00
25	Air Release Valve Assembly #22	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 46,766.59	\$ 46,766.59	\$ 43,500.00	\$ 43,500.00
26	Air Release Valve Assembly #23	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 48,142.07	\$ 48,142.07	\$ 43,500.00	\$ 43,500.00
27	Air Release Valve Assembly #24	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 45,391.10	\$ 45,391.10	\$ 53,500.00	\$ 53,500.00
28	Air Release Valve Assembly #25	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 28,885.24	\$ 28,885.24	\$ 53,500.00	\$ 53,500.00
29	Air Release Valve Assembly #26	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 24,900.00	\$ 24,900.00	\$ 26,470.00	\$ 26,470.00	\$ 26,135.08	\$ 26,135.08	\$ 46,150.00	\$ 46,150.00	\$ 41,264.64	\$ 41,264.64	\$ 43,500.00	\$ 43,500.00
30	Roadway Restoration	15	SY	\$ 350.00	\$ 5,250.00	\$ 500.00	\$ 7,500.00	\$ 1,178.00	\$ 17,670.00	\$ 1,064.54	\$ 15,968.10	\$ 700.00	\$ 10,500.00	\$ 412.76	\$ 6,191.40	\$ 895.00	\$ 13,425.00
31	Driveway/Sidewalk Restoration	55	SY	\$ 150.00	\$ 8,250.00	\$ 150.00	\$ 8,250.00	\$ 778.00	\$ 42,790.00	\$ 381.58	\$ 20,986.90	\$ 400.00	\$ 22,000.00	\$ 201.89	\$ 11,103.95	\$ 550.00	\$ 30,250.00
32	Sodding, In-Kind	60	SY	\$ 50.00	\$ 3,000.00	\$ 20.00	\$ 1,200.00	\$ 148.00	\$ 8,880.00	\$ 26.80	\$ 1,608.00	\$ 8.00	\$ 480.00	\$ 201.89	\$ 12,113.40	\$ 35.00	\$ 2,100.00
33	Landscaping Restoration	5	SY	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 5,226.00	\$ 26,130.00	\$ 1,611.15	\$ 8,055.75	\$ 15.00	\$ 75.00	\$ 495.31	\$ 2,476.55	\$ 700.00	\$ 3,500.00
34	As-Builts	1	LS	\$ 18,535.00	\$ 18,535.00	\$ 14,000.00	\$ 14,000.00	\$ 46,419.00	\$ 46,419.00	\$ 47,300.44	\$ 47,300.44	\$ 20,000.00	\$ 20,000.00	\$ 34,052.46	\$ 34,052.46	\$ 62,500.00	\$ 62,500.00
35	Permit Fees & Allowance	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
	TOTAL BASE BID				\$ 702,042.00		\$ 799,150.00		\$ 1,013,808.00		\$ 1,094,522.88		\$ 1,409,955.00		\$ 1,518,270.08		\$ 1,777,925.00

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Approve Task Order #6 with Kimley-Horn and Associates, Inc to provide Construction Phase Services for Project CB25-001 Lift Station 3, 6 & 15 Rehabilitation in the amount of \$104,390. This is a budgeted Capital Project.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budget Capital Project

BACKGROUND:

The City's adopted Strategic Plan for Wastewater Improvements included upgrades to City Lift Stations. The City has 17 Lift Stations in total and 9 of them are being looked at for improvement over the next 5 years. Staff have determined to start with these three Lift Stations and budget the others for future years.

City Commission approved the construction bid award on August 7, 2025 for the rehabilitation of three lift stations. Contracts have been negotiated with the recommended bidder and construction activities are about to commence.

Kimley Horn & Associates have submitted a proposal to perform Construction Phase Services for the following:

The existing Lift Station #3 is a duplex lift station with a fiberglass wet well located on City of Cocoa Beach property (parcel number 25-37-23-78-19.B-1) at the corner of 13th Street and Florida State Road A1A. The City is seeking to improve the lift station by rehabilitating it and bringing it up to current City standards. Kimley-Horn was tasked with design and engineering to remove the existing valve vault and replace the valve vault piping by bringing the piping assembly above grade with stainless steel, replace wet well piping and float system, and electrical and instrumentation upgrades to the control panel, cabinet and PLC.

The existing City Lift Station #6 is a duplex lift station located on property owned by the City via quit-claim deed from the School Board of Brevard County. The City is seeking to improve the lift station by rehabilitating the lift station by bringing it up to current City standards. Kimley-Horn was tasked with design and engineering to remove the existing valve vault and replace the valve vault piping by bringing the piping assembly above grade with stainless steel piping, replace wet well piping and float system, and request electrical and instrumentation upgrades to the control panel, cabinet and PLC.

The existing Lift Station #15 is a duplex lift station with a fiberglass wet well located just west of the intersection of S 29 Street and S. Atlantic Ave (A1A). The City is seeking to improve the lift station by rehabilitating it and bringing it up to current City standards. Kimley-Horn was tasked with design and engineering to remove the existing valve vault and replace the valve vault piping by bringing the piping assembly above grade with stainless steel piping, replace wet well piping and float system, and request electrical and instrumentation upgrades to the control panel, cabinet and PLC. Additionally, due to the proximity of the lift station location to the Banana River and previous issues with storm surges impeding access, the City would like to raise the top slab of the wet well and add a permanent Generator.

Construction Phase services consist of Project Management, Shop Drawing Reviews, Request For Information Items, Change Order processing and review, Pay application review, site visits and project closeout to include as-builts and record drawings of construction activities.

City of Cocoa Beach Task Order #6 Kimley-Horn and Associates, Inc. Lift Stations 3, 6 and 15 Rehabilitation – Construction Phase Services

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant"), and the City of Cocoa Beach ("City"), in accordance with the terms of the Continuing Services Agreement (RFQ23-003) signed December 14, 2023.

PROJECT UNDERSTANDING

The City engaged Kimley-Horn to provide engineering design services and bid assistance for three (3) lift stations within their collection system; Lift Station 3, Lift Station 6 and Lift Station 15.

Lift Station 3 is a duplex lift station with a fiberglass wet well located on City of Cocoa Beach property (parcel number 25-37-23-78-19.B-1) at the corner of 13th Street and Florida State Road A1A. The scope of work included removing the existing valve vault and replacing the valve vault piping with a stainless steel above grade assembly, replacing wet well piping, and associated electrical upgrades and site work.

Lift Station 6 is a duplex fiberglass lift station located on property owned by the School Board of Brevard County, near Freedom 7 Elementary School. The scope of work included removing the existing valve vault and replacing the valve vault piping with a stainless steel above grade assembly, replacing wet well piping and float system, and electrical and instrumentation upgrades to the control panel, cabinet and PLC (Programmable Logic Controller).

Lift Station 15 is a duplex lift station with a concrete wet well located just west of the intersection of S 29th Street and S. Atlantic Ave (A1A). The scope of work included removing the existing valve vault and replacing the valve vault piping with a stainless steel above grade assembly, replacing wet well piping and float system, and electrical and instrumentation upgrades to the control panel, cabinet and PLC, generator, and Brevard County right-of-way coordination. Additionally, due to the proximity of the lift station location to the Banana River and previous site conditions with storm surges impeding access, the City would like to raise the top slab of the wet well.

It is understood the City recently bid all three (3) lift stations as one project titled "Lift Stations 3, 6 and 15 Rehabilitation" and the project was awarded to one (1) contractor and requested that the construction phase services will be provided under on task order. The intent of this task is to provide construction phase services for the Lift Stations 3, 6 and 15 projects.

SCOPE OF SERVICES

Task 1 – Meetings and Project Management

A. Pre-Construction Meeting

- a. Consultant will attend one (1) Pre-Construction Meeting with the City and selected Contractor prior to commencement of the Construction on site. It is understood that there will be one (1) Pre-Construction meeting which will cover the scope of Lift Stations 3, 6 and 15 projects.
- b. Prior to the meeting, the Consultant will prepare an agenda including items for discussions such as project schedule requirements, payment requirements, and construction issues and milestones.
- c. Upon completion of the meeting, the Consultant will prepare pre-construction meeting minutes and distribute to all meeting attendees.

B. Progress Meetings

- a. Consultant will attend up to eight (8) construction progress meetings, either on-site or virtual, at the request of the City.

Task 2 – Construction Phase Services*A. Shop Drawing Reviews:*

- a. Consultant will receive, log, review vs. plans and specifications, and check for completeness. If incomplete, Consultant will reject without review.
- b. Consultant will maintain the shop drawing log.
- c. Consultant will distribute accepted shop drawings to the Consultant's reviewers and to the City's Project Manager.
 - i. Consultant will review the submittal for general compliance with the Contract Documents. Consultant will have two weeks to review. If additional time is required for an appropriate review due to the nature of the submittal, the Consultant's Project Manager will contact the City's Project Manager.
- a. Once the City's Project Manager has reviewed the shop drawing, Consultant will compile the comments from various reviewers, stamp the shop drawing and send them to the Contractor, copying the City's Project Manager.
- b. Consultant's review time assumes a total of thirty (30) shop drawings or submittals.
 - i. Consultant will review each shop drawing up to two (2) times, which includes review after Contractor submittal prior to submittal to City Project Manager. Any additional reviews will be considered additional services.

B. Request for Information (RFI's)

- a. Consultant will receive and log formal RFI's made by the City or Contractor. Consultant will distribute the RFI's to the Consultant's responders and City's Project Manager.
- b. When required, Consultant will develop a technical response. Consultant will compile a response and send to the City's Project Manager and the Contractor.
- c. If required, a field visit to address a RFI would count towards the total number of site visits included in the scope of this task.
- d. Consultant assumed up to fifteen (15) RFI's during the course of construction.
 - i. Consultant assumes up to one (1) revision with associated coordination between City and Contractor for each RFI within this scope. Additional reviews and coordination efforts will be considered an additional service.

C. Change Orders

- a. Consultant will review requested Change Orders, compile a draft response, and send to the City's Project Manager for their consideration and action.
 - i. This scope assumes up to six (6) change orders.

D. Pay Applications

- a. Consultant will review up to ten (10) pay requests. Consultant will review for completeness and reject if incomplete. Consultant will review the Contractor's redlines prior to recommending approval for any pay application, as well as the Contractor's updated schedule. Consultant will compare the request to field observations made during that period and notes received from the City's inspector. Upon completion of the review, Consultant will sign and deliver electronically to the City.
 - i. Consultant assumes up to one (1) revision with associated coordination between City and Contractor for each pay request within this scope. Additional review and coordination efforts will be considered an additional service.

E. Site Visits

- a. Consultant will conduct up to ten (10) site visits, not including substantial completion or final completion site visits or established project meetings on site. If the City requests additional site visits be performed, it will be considered an additional service and can be performed at the Consultant's then hourly rate. Site visits will be planned around construction milestones and utility tests including Pressure Tests, Start Ups, etc. and are assumed to be performed on average one (1) per month basis for a total of ten (10) months.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

Task 3 – Project Closeout*A. Substantial Completion*

- a. Consultant will complete up to three (3) substantial completion walk throughs with the City's Project Manager. Consultant will collect issues or items of discussion that have accumulated through RFI's, change orders, etc. to develop the draft punch list. Consultant will review the Contractor's red-lines at the substantial completion walk through visits and send substantial completion notification (and list of deficiencies) to the City's Project Manager.

B. As-Builts and Record Drawings

- a. Consultant will receive the Contractor's as-built drawings, certified by the Contractor's surveyor and review for completeness and accuracy. Consultant will provide their comments to the City's Project Manager; the City's Project Manager will work with the Contractor to include the information required. The Contractor is to provide certified as-built copies to Consultant and the City, along with a CAD file of the as-builts.
 - i. Consultant will complete up to two (2) reviews of the as-built drawings provided per Lift Station project (Lift Stations 3, 6 and 15). Any additional reviews will be considered an additional service.
- b. Consultant will produce Record Drawings upon the City's acceptance of the Contractor's as-builts. Consultant will review, stamp with record drawing stamp, sign the record drawings (if applicable), and submit to the City's Project Manager.

C. Final Completion Tasks

- a. Consultant will attend up to three (3) final completion walk throughs with the City's Project Manager. Consultant will review draft punch-list from the substantial completion walk through from each lift station, finalize and issue the final punch-list.
- b. Consultant will respond to Contractor's questions through the closeout/punch list process, assumed to be up to four (4) weeks. If closeout process is longer than 4 weeks, additional correspondence and coordination efforts will be considered an additional service. Consultant will provide final certification of all required permits and assist in permit close-out processes.

- c. Consultant will assist the City with permit close-out for the Brevard County Right-of-Way permit, which is to review the as-builts for Lift Station 15 and submit the permit certification documentation. Any assistance beyond the as-built review and certification will be an additional service.
- d. Consultant will receive final pay applications, review for completeness and accuracy. Consultant will sign final pay application and City-provided finalization documents.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

PROJECT DELIVERABLES

- A. Record Drawings shall be prepared on a 22-inch by 34-inch border using Consultants standard drawing format. All drawing will be completed using Consultant's drafting standards.
- B. The deliverables to be provided for this project include:
 - Construction meeting minutes – electronically submitted
 - Record Drawings – electronically submitted

INFORMATION PROVIDED BY THE CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City, or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- A. Reasonable access to the site(s).
- B. Reasonable access to operations, maintenance, and engineering staff.
- C. Review of final as-built drawings for completeness.
- D. Review of Consultant's record drawings to confirm all red-line marks were recorded.
- E. Review and signature for pay applications and change orders as required by the Contractor.
- F. Review and signature of final certifications for permits and/or permit close-out documents.
- G. Electrical Construction Phase Services
 - o This includes, but is not limited to, review of all electrical shop drawings, answering Requests for Information (RFIs), review of Change Orders, site visits, substantial completion site visits, issuance of punch list items, electrical start-up services, site certification, etc.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- A. Any service not specifically provided for in the above scope of services.
- B. Submittal of documents beyond those specified.
- C. Field visits beyond those identified in the scope of services.
- D. Consultant will not make a site visit to observe the Contractor's final survey.
- E. Informal Question Responses - When Consultant receives questions from the Contractor or City via email or phone a determination will be made to either answer it informally or request an official RFI. No tracking or logging of these informal questions will be done. If the response requires a formal technical response or a site visit, an official RFI will be required.
- F. Revisions to the record drawings other than to incorporate comments from the approved Contractor as-builts that were missed
- G. Electrical construction phase services. This includes, but is not limited to, review of all electrical shop drawings, answering Requests for Information (RFIs), review of Change Orders, site visits, substantial completion site visits, issuance of punch list items, electrical start-up services, sit certification, etc.

SCHEDULE

Consultant shall provide the services described in the above scope upon a mutually agreed upon schedule. The construction of this project is anticipated to be complete within thirteen (13) months from the notice to proceed of construction.

BASIS OF COMPENSATION

Kimley-Horn will perform the services described in Tasks 1-3 for a total lump sum fee of \$104,390, exclusive of expenses. A breakdown of fee is provided in the table below.

Task	Description	Fee
1	Meetings and Project Management	\$12,450
2	Construction Phase Services	\$57,900
3	Project Closeout	\$34,040
Total:		\$104,390

Services provided under this task order will be invoiced on a monthly basis. Payment will be due within 25 days of your receipt of the invoice.

Attachments:

- Attachment A – Man Hour Estimate

CLOSURE

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue the appropriate work authorization under our Continuing Services Agreement (RFQ23-003) signed December 14, 2023.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

ACCEPTED:

THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 

TITLE: _____

TITLE: SENIOR ASSOCIATES

DATE: _____

DATE: 10/2/25

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Lift Station 3, 6 and 15 Rehabilitation - Construction Phase Services
CLIENT: City of Cocoa Beach
KHA PM: Alyssa Colby, P.E.

SHEET: 1 of 1
DATE: 10/2/2025

		DIRECT LABOR (MAN-HOURS)											
		Senior Engineer	Project Manager	Project Engineer	Analyst II	Analyst I	CAD Technician	Administrative	Clerical		MAN HOURS	SUB (\$)	LABOR TOTAL
Task	DESCRIPTION	\$310.00	\$260.00	\$240.00	\$185.00	\$165.00	\$130.00	\$130.00	\$110.00				
1.0	Project Management	5		15	24			22			66.0		\$ 12,450
2.0	Construction Phase Services	18		80	172			10			280.0		\$ 57,900
3.0	Project Closeout	5		35	74		60	20			194.0		\$ 34,040
		28	0	130	270	0	60	52	0	0	540		\$ 104,390

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Andi Segarra, Recreation Supervisor

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Approve the purchase of a new pool liner from RenoSys in the amount of \$181,965.

This is a budgeted capital item.

Staff Representative: Andi Segarra, Leisure Services Director

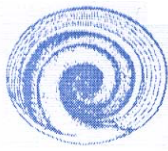
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted capital item.

BACKGROUND:

The current pool liner at the Cocoa Beach Aquatic Center has exceeded its expected lifespan. A new liner will ensure compliance with Florida Department of Health standards in addition to protecting the pool shell from deterioration and structural damage. Once the liner begins to crack, the pool will need to be shut down until it is replaced. The proposed purchase includes both the installation of a new liner and the removal of the existing liner.



RenoSys®

March 12, 2025

Cocoa Beach, FL Swimming Pool

RenoSys PVC Membrane Installation

Proposal

Install the liner in the existing pool employing the RenoSys PVC membrane system, including the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface and void it of all loose debris.
- Coat interior of the pool with sanitizing agent. Apply RenoFelt adhesive required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool – as required.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Termination to be at top of pool wall (**below tiled gutter**).
- All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, finish work to make a complete watertight installation.
- Clean site suitable for pool filling and perform final inspection.
- Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**. (e.g. caulk, fasteners at compression fittings etc...)

Remove Existing PVC Membrane	\$ 28,175.00
Furnish and Install New PVC Membrane.....	\$153,790.00
Grand Total	\$181,965.00

- Payment terms are billed accordingly as follows, including stored material, when applicable:
 - 10% - \$18,196.50 Upon Contact Execution – Receipt of Invoice
 - 25% - \$45,491.25 Upon Approved Submittals
 - 55% - \$100,080.75 Upon Shipment of Materials
 - 10% - \$18,196.50 Upon Customer Sign Off

Price is valid for 30 days. Includes minimal surface preparation (8-man hours). Pool is approximately 67'-7" x 164'3" with depths from 4'-9" to 12'-6". **Dumpster is to be furnished by others at no charge to RenoSys Corporation.** Should RenoSys be required to remobilize our crew due to non-readiness of the swimming pool or concealed conditions requiring additional work, then a \$2,500 change order for remobilization will be assessed. All designs and data included and implied within the contents of these documents are proprietary to ARS. ARS will not be held liable based upon inaccurate, unknowns, or limited information or conditions provided by the purchaser/owner to create enclosed contents. All submitted drawings, details and data are subject to verification, accuracy, and approval by the purchaser/owner. No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required to be paid by the purchaser, even if the entity is tax exempt. Bonds, permits, prevailing or Davis-Bacon wages, or any additional fees are not included in this proposal.

Initial _____

Page 1 of 3

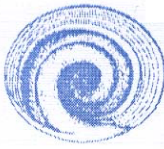
Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"



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Agreement for Installation of a RenoSys PVC Membrane System

This contract, entered into between **Aquatic Renovation Systems, Inc.**, and "**Purchaser**" is for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services or options, if any, as outlined on page #1 of the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for a RenoSys PVC Membrane System.

This contract is subject to the following terms and conditions:

- 1) The contract sum listed on page #1 covers only the products and services specifically mentioned therein. No modifications, additions, or deletions will be accepted except by written request via re-submission of modifications to the contract scope and/or approved amount authorized by written change order signed by both parties.
- 2) Every effort has been made to be as accurate and complete in the submittal documents and the related scope of work as possible. Verification shall be the responsibility of the purchaser during the submittal approval process. No work will proceed without the written approval "sign-off" of the submittal package by the purchaser.
- 3) Payment terms for the contracted work will be paid as follows: See page 1.
- 4) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that have been completed to date. Utilization of the pool constitutes substantial completion and acceptance of the PVC Membrane System. Aquatic Renovation Systems will invoice for stored material, when applicable.
- 5) Although every effort will be made to meet the delivery and installation requirements, ARS will not be held liable for any delays caused by transportation, strikes, fires, Government entities, acts of God or under any circumstances such as *force majeure*. Please be advised that vagaries in weather can and will affect the installation schedule. Any and all Liquidated or Consequential damages are not part of this contract and ARS shall not be financially penalized for any reason by any or all delays.
- 6) Material and Labor will be provided and performed and invoiced by RenoSys Corporation.
- 7) Please be advised that in the event that the project is cancelled by the owner or owners' representative, 25% of the total contract amount will be assessed to the purchaser.
- 8) Pricing is provided in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of any change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order; unless other arrangements are agreed upon in writing by both parties.
- 10) No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. All taxes are to be paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required and is also to be paid by the purchaser, even if the entity is tax exempt.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives and/or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby agrees that the State of Indiana and Marion County possesses exclusive jurisdiction to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential or liquidated damages. In addition, damages resulting from any hydrostatic "ground water" conditions or from a leaking recirculation system causing the pool membrane to fail from such damage is not a warranted item. When applicable; existing pool piping, perimeter gutters and hydrostatic ground water testing will be the complete responsibility and cost to the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).
- 16) RenoSys Corporation is not responsible for filling or draining of the swimming pool water; nor will RenoSys Corporation absorb such cost for any reason.

Specifications and Contract Conditions for a RenoSys PVC Membrane System Installed

Primary pool lining membrane shall be a flexible 60 mil double ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial pool environments. Clients purchasing RenoSys materials are solely responsible for determining the suitability and compatibility of the RenoSys products for their application. RenoSys will not be responsible for materials reaction to water, substrate, soil or pool chemicals.

Geo-textile fabric underlayment of 100% polyester approximately 150 mils thick to isolate and separate the RenoSys PVC Membrane from the pool wall and floor. Depending on field conditions the use of a factory applied of equivalent quality Felt-back membrane product will be utilized. Geo-textile is an "if required" product and may not be applicable on every project. RenoSys shall be the sole agent to determine if Geo-Textile is necessary for your project.

Provide as required PVC coated RenoSys Metal to make for a satisfactory installation. Sanitizing agents to be applied as required onto the pool substrate to discourage microbial growth under the membrane system. Adhesives as required to attach the Geotextile fabric or membrane to the pool, or the membrane to the Geotextile. Flanges of 1/4" Hard White PVC, custom fabricated for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of (10) years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturers' warranty period, whichever is greater. Pool equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean-up and training of the owner's representative in operation and maintenance of the PVC membrane.

ARS shall maintain the right to salvage any fittings, PVC membrane or equipment replaced in the course of executing this installation contract. Standard material overages are supplied for the efficient execution of the project. Any excess material shall remain the property of ARS.

This proposal is based upon an assumption that the pool is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchors and other drive type fasteners to secure the membrane system at the perimeter and around pool penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.

Initial _____

Page 2 of 3

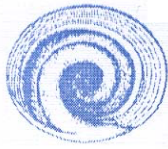
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Fax: 317.251.0360 • e-mail: "renosys@aol.com"



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By entering into this contract, ARS assumes no responsibility for the correctness of the swimming pools depth in any area of the existing pool. The existing depth of the pool, diving hopper and any modifications required due to any misinformation in their regard are the responsibility of the purchaser. It shall remain the owner's responsibility to assure that all depths, safety features, and markings in the pool comply with applicable local and state pool codes.

Warranties for the completed scope of work will go into effect when the project is paid in full. There will be no warranties, or guarantees given, expressed or implied, by ARS, RenoSys Corporation or its agents except those provided in the official issued Warranty, as stated herein. The warranty offered covers only the pool shell membrane (and/or

deck surface membrane if included in the contract) and excludes any contracted work associated with an existing perimeter overflow gutter system. In no event will ARS, RenoSys Corporation or its agents be held liable for any consequential or other damages whatsoever unless agreed upon in writing.

Unless other arrangements are made in advance and stipulated as part of this contract; others are responsible for removing, storing and re-installation of all obstructions that would hinder our work. These items include, but are not limited to: bulkheads, ladders, handrails, climbing walls, water features, equipment, furnishings, pool covers, etc...

The use of the pool by the owner, or those authorized to use the pool by the owner, shall constitute final completion and acceptance of the project by the owner. Issues that may arise with the pool subsequent to final completion shall be addressed in accordance with the terms and conditions of the warranty set forth herein. The parties specifically agree that any warranty issue, or a possible controlled leak, such as through a weep hole, shall not be reason for delayed payment of the amounts due under the terms and conditions of the contract.

RenoSys Installation Requirements:

This agreement must be executed and returned with the required "start-up" payment. This is to ascertain your understanding of the scope of work, our quote, and your responsibilities in the successful execution of your project. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your informing us of any potential complications before construction begins can save time and money. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in accommodating our following needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1.) Restroom facilities.
- 2.) Water with at least 40 lbs. of pressure within 50 feet of pools.
- 3.) 110 electric service & 230V, 60-amp service (when applicable for metal welding) within 50 feet of pools.
- 4.) Clear and reasonable access to the pool.
- 5.) Pools & pool decks are to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews will have complete access to the facility to work unrestricted hours at no additional cost to ARS.
- 7.) Provide parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.

Photos and/or videos may be taken of your project for our own quality internal communication, advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.

Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon in writing prior to work commencing. Please direct all communication regarding scope of work or request modifications to your assigned ARS project manager. Owner shall appoint one individual who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise.

The RenoSys PVC membranes are a reflective material, and any existing depressions, pits, cracks, voids, or future thereof, may remain visible upon completion, or over time.

Unless otherwise noted this quotation does not cover: special conditions, state, local or use taxes, Union affiliates, Davis-Bacon Wages, or differing site conditions from those detailed.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For Aquatic Renovation Systems, Inc.

For City of Cocoa Beach, FL

Date

Date

Heather Chase/President

Page 3 of 3

Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"



Quotation and Agreement

Cocoa Beach Aquatic Center

Document Number: 45931

Document Date: 10/01/2025

Sent via email: miranda.johns@cityofcocoabeach.com

Attention: Miranda Johns

City of Cocoa Beach Aquatic Center

4800 Tom Warriner Blvd

Cocoa Beach, FL, USA 32931

Project: Cocoa Beach Aquatic Center

Location: Cocoa Beach, FL 32931

Reference: 60mil PVC Membrane System

Bid Date: N/A

We are pleased to submit our quotation and the terms of the sale of the equipment, materials and services as detailed and itemized on the attached schedule.

Payment Terms: 1/3 with order, 1/3 with approved submittals. 1/3 upon final invoice

Payment terms as listed above are subject to review of credit and project information.

Please check the box and initial if the above terms have been reviewed and are acceptable



FOB Point: Our offer is FOB, Indianapolis. An allowance for freight to the project site IS included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

This quotation is valid for **Acceptance By:** October 15, 2025

After this date our proposal is subject to repricing

This quotation is valid for **Shipment By:** December 14, 2025

After this date our proposal is subject to repricing

Terms and Conditions

Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.

This Quotation is deemed accepted upon execution of the Quotation by authorized representatives of Purchaser and Natare, or by the use of the Quotation or disclosure of the identity of Natare in Purchaser's bid documents, or such other acts as may be defined hereafter.

NATARE Corporation ("Natare") agrees to sell to Purchaser the equipment, materials and/or services that are detailed and itemized on the attached schedule(s), solely upon the terms and conditions stated herein, which terms are stated on the face or reverse of any part hereof or incorporated by reference. By signing below or accepting goods or services pursuant to this proposal, Purchaser agrees to all such Terms and Conditions.

Accepted this _____ day of _____, 20____ NATARE CORPORATION (Seller)

Purchaser:

By:

By: **Garrett M. Yoder (317) 222-3681 (direct)**
gyoder@natare.com

Purchaser acknowledges that the information, pricing and materials contained herein constitute confidential and proprietary information which is the sole property of Natare Corporation, and that such information shall not be disclosed to any third party or used by Purchaser in manner other than required by the awarding authority.



Notwithstanding provisions contained on the front side hereof, this Quotation & Agreement ("Quotation") shall not be binding on Natare Corporation (hereinafter called "Natare") until accepted in writing by Natare's duly authorized officer or representative. In the event that there is any conflict between the provisions of any other document and this Quotation, the terms of this Quotation shall govern. The term "Purchaser" as used herein refers to the party identified on the reverse side hereof ordering, receiving or accepting goods, services, items, equipment and/or supplies (hereinafter called the "Items") from Natare and said ordering, receiving or accepting of the Items shall constitute acceptance of all Terms and Conditions contained in this Quotation, at Natare's sole discretion.

Natare has relied upon information provided by Purchaser or from plans, specifications or other documents in preparing this Quotation. Purchaser agrees to verify the accuracy and completeness of quantities, dimensions and work to be performed hereunder, as well as compliance with any applicable plans and specifications. Only the Items and quantities on the attached equipment schedule are to be provided. No additions, changes, or deletions will be made to the Items, except upon written confirmation of such changes by Natare to Purchaser. Natare shall not be liable for any conflict between the Items, dimensions or quantities listed or any itemized bill of material in either the plans or specifications. If any additional Items or quantities are required by the Purchaser, such Items shall be considered "Optional Extras", and shall be sold by Natare at its sole discretion, to Purchaser at the current Natare prices related thereto. All of such Optional Extras shall be subject to the Terms and Conditions of this Quotation. This Quotation is subject to approval of Purchaser's credit. Natare may at any time decline to make any delivery except upon receipt of payment or security or upon such other terms as are satisfactory to Natare's credit department.

The Items to be supplied by Natare may be subject to Purchaser's or other's approval of Natare's shop drawings, data sheets, prints, drawings or related documents, (the "Submittals"). Natare agrees to provide such Submittals within a reasonable time after it receives from Purchaser all required documents and information necessary for the preparation of such Submittals. Once reviewed, approved or returned by Natare to Purchaser or other parties, the Submittals shall govern as to the details of the Items. Natare shall rely on such approvals throughout the furnishing of the Items. In the event any of the Items on the Submittals are disapproved, Purchaser shall notify Natare promptly. Regardless of such disapproval, Natare shall have no obligation to furnish any equipment or services other than that originally described in the Quotation. Natare shall not be liable for any conflict between the Items and the requirement of any law, code, ordinance, plans, specifications or other contract documents. Any such Submittals are expressly incorporated into this Quotation.

This Quotation assumes shipment of the Items by the date specified herein, or within a reasonable period of time if no date is designated. If shipment is delayed for any reason beyond the date specified above, or beyond a reasonable period of time if no date is specified, the prices for the Items shall be subject to increase at Natare's sole discretion. Natare may, at its sole discretion, furnish the Items to Purchaser in partial shipments. Purchaser shall pay for partial shipments as received and according to the terms and conditions of Natare's accompanying invoices. In the event Purchaser fails or refuses to pay for any partial shipment or delivery according to the terms of the accompanying invoice, Natare shall be entitled, without notice and at its sole discretion, to suspend its work hereunder and forgo further work and shipments until such invoices are brought current. Natare shall have no further obligation hereunder until and unless Purchaser shall have performed all payment obligations. Natare may recover any additional costs it has incurred by virtue of such suspension of work and the default of Purchaser, including reasonable attorneys' fees.

Unless otherwise agreed in writing, terms of payment are net cash, due upon receipt. In the event any invoice is not paid within thirty calendar days, after the date thereof, Purchaser shall pay a late payment fee on the unpaid amounts at the rate of 1 1/2% per month on any outstanding sums from the due date thereof until date of payment. Purchaser shall also pay all collection costs of Natare on any delinquent amounts, including but not limited to, any and all court costs and attorneys' fees, regardless of any off-set or claim by Purchaser whether by Court action or negotiation. In the event of Purchaser's breach or default regarding any Term or Condition of this Quotation, Natare shall be entitled to recover all consequential and incidental damages caused by such breach or default, including without limitation all attorneys' fees, costs and expenses incurred in enforcing the Terms and Conditions of this Quotation. All such invoices are expressly incorporated into this Quotation.

Shipments by Natare to Purchaser or to the designated delivery point shall be "FOB Origin", unless otherwise specifically agreed by Natare in writing. Purchaser acknowledges that the delivery date is only an estimate of delivery based upon acceptance in writing on this contract date and not a guaranty. Natare may, at its sole discretion, extend the time of delivery for a reasonable period of time. Natare shall not be responsible or liable for any delay in production or delivery of the Items resulting from or arising out of: (a) incorrect or incomplete plans, specifications or working data; (b) strikes, labor disturbances, riots, shortages of labor or materials; (c) foreign or domestic embargoes or seizures; (d) acts of God, insurrections or war; (e) any law, ordinance, regulation, or ruling that impacts Natare's production or delivery hereunder; (f) shortages and absence of transportation or routes; (g) acts or occurrences impacting the transportation or production of the Items or any ingredients used in or connection with respect to the delivery of Items; or (h) any events beyond Natare's control. Purchaser assumes responsibility for ensuring that jobsite or delivery point is at all times freely accessible to the delivering carrier or Natare's personnel. Natare shall be entitled to an equitable adjustment to the price stated herein and the time of delivery in the event that it is delayed in the manufacture or shipment by causes beyond its control or by the acts or omissions of Purchaser. The risk of loss of the Items shall pass to Purchaser as soon as they are delivered to Purchaser at its place of business or at the place designated for delivery herein. If no such address is designated, then the risk of loss shall pass to Purchaser as soon as the goods are ready for delivery and without regard to a notice thereof.

Natare makes no representation or judgment regarding the suitability, performance, adequacy, completeness, accuracy, or legality of Purchaser's designs or of any plans and specifications applicable to the Project (as defined on the preceding page), or any engineering related thereto, and specifically disclaims all liability therefore. A general description of the Items included in this Quotation shall not constitute a warranty or representation of qualities and characteristics of the Items. Natare makes no representation, warranty or guaranty as to the suitability of any goods or Items for any particular purpose and will not be responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory, or contractual), including special building or construction codes. Natare provides no warranty or representation regarding the Items that is not expressly stated herein, and any other such representation or warranty is hereby disclaimed. No agent or representative of Natare shall be authorized to alter or amend the terms of this Quotation without the written approval of a duly authorized officer of Natare.

Natare further expressly disclaims any implied warranty of fitness for a particular purpose or implied warranty of merchantability. Natare also does not provide any warranty for claims arising from: normal wear and tear; undue wear and tear; damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.



Quotation and Agreement

Cocoa Beach Aquatic Center

Document Number: 45931

Document Date: 10/01/2025

Purchaser shall furnish Natare with written notice and reasonable evidence of any claimed defect in the Items promptly upon delivery and in any event no later than (10) calendar days after delivery. In the event that such notice and evidence is not furnished as required herein, Natare shall have no liability for such claimed deficiencies. In any event, Natare's liability hereunder shall be expressly limited to correction or replacement of the Items, or prorated refund of the contract price, as Natare shall in its sole discretion determine. Except as set forth above, Natare shall have no liability for any damages in connection with the furnishing of the Items to the Purchaser, whether direct or indirect, general, special or consequential, or for any expense, cost, damage or loss of any nature whatsoever, including any penalty or liquidated damages. Failure of Purchaser to provide to Natare written notice of defect within ten (10) calendar days after delivery (or completion of installation, if applicable), shall constitute irrevocable acceptance of the materials and workmanship by Purchaser, and an admission and acknowledgment by Purchaser that the materials and workmanship so furnished fully comply with all terms, conditions and specifications of this Quotation. Natare's maximum liability hereunder shall in no event exceed the purchase price attributable to the materials or workmanship ultimately proved to be defective or unsuitable. No back charges, charge backs, or holdbacks by Purchaser will be honored by or enforceable against Natare unless first approved in writing by an authorized representative of Natare before such back charge or expense is incurred.

Purchaser shall hold Natare harmless of and from, and defend and indemnify Natare against, any claim brought against Natare for any alleged or actual infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Natare's use of designs, plans engineering processes, or formulas supplied, determined or requested by Purchaser, including without limitation, attorneys' fees incurred in the defense of such claims. All technical advice, data and recommendations supplied by Natare are furnished and intended only for use of and by persons with the skills and knowledge to apply the information. Natare assumes no responsibility for the use of such information by Purchaser, its employees, agents, or subcontractors.

To the fullest extent permitted by law, Purchaser assumes all liability and expense which may arise out of the injury, sickness or deaths sustained by any individual, or damage to or destruction of any property, by reason of the delivery, supply or use of the Items and/or any defective, faulty, or improper workmanship on the Project. Purchaser shall defend and indemnify Natare and hold it harmless against and from any and all such claims, lawsuits, actions, damages, expenses, judgments, demands, costs and losses, including reasonable attorneys' fees arising out of such delivery, supply or use of Items and/or defective, faulty, or improper workmanship on the Project. This obligation of indemnity shall apply regardless of whether the damages, injuries, expenditures or attorneys' fees or costs are necessitated by the negligence, including the sole negligence, of Natare, its employees, agents or representatives.

Unless expressly agreed in writing, Natare shall not be liable or responsible for the payment or cost of any federal, state or local taxes, fees, assessments or the procurement of bonds, permits, or licenses which may be required for or which may result from Natare's performance hereunder, or to provide or pay for surety in any form for Natare's performance hereunder.

Except for purposes of qualifying as a claimant or intended beneficiary of any payment and performance bond on which Purchaser, or an entity in direct contract or privity with Purchaser, is a principal, Natare shall not be considered a subcontractor on any project for which the goods sold hereunder are intended to be used. Natare specifically disclaims compliance with any federal, state or local law, ordinance or regulation with respect to qualification to do business in any state other than Indiana, unless expressly agreed in this Quotation.

Purchaser grants Natare a security interest in all Items described in this Quotation and in the proceeds therefrom to secure payment of the purchase price and all liabilities hereinafter owing, including costs of collection and attorneys' fees. Purchaser authorizes Natare to file financing and continuation statements relating to the Items signed by Natare only. Natare shall have all remedies of a secured party available under applicable law upon Purchaser's default or when Natare shall find reasonable grounds for insecurity. In the event that Natare shall find reasonable grounds for insecurity in Purchaser's performance, or upon default, Purchaser authorizes Natare to communicate with Purchaser's contracting parties and their privies regarding the moneys due to Purchaser, and to secure payment of the Items by requesting the issuance of a joint check or direct payment from such contracting party.

This Quotation, and all documents incorporated herein, are intended by Natare and Purchaser to be the final, exclusive and complete statement of the Terms and Conditions of the agreement between Natare and Purchaser. Terms and conditions as herein written shall supersede all previous communications, agreements or contracts, written or verbal, and no understanding, agreement, term, condition, trade custom or a course of dealing between the parties shall be binding on Natare or shall be admissible to explain or supplement any term or provision expressed herein. No waiver or modification of the Terms and Conditions hereof shall be effective unless in writing and signed by both parties. Acceptance of this Quotation is limited to the terms contained herein. Any terms contained in any purchase order or other document that is different from, inconsistent with, or additional to the Terms and Conditions herein shall be void. Waiver by Natare of any default by Purchaser hereunder shall be in writing, and such waiver shall not be deemed a waiver by Natare of any other default other than the default specifically waived. This Quotation and any written amendments or supplements hereto shall be binding upon and shall inure to the benefit of Natare and Purchaser, and their respective heirs, assigns, personal representatives, and successors in interest. To the extent any portion or covenant of this Quotation may be held invalid or legally unenforceable by a court of competent jurisdiction, the remaining portions of this Quotation shall not be affected and shall be given full force and effect.

This Quotation shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. Purchaser hereby submits itself to both the subject matter and personal jurisdiction of the state or federal court of the State of Indiana, and waives any objection thereto. Purchaser agrees that any action hereunder shall be brought in either the state court of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.

REV 5/11



Quotation and Agreement

Cocoa Beach Aquatic Center

Document Number: 45931

Document Date: 10/01/2025

Project: Cocoa Beach Aquatic Center
Location: Cocoa Beach , FL 32931
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
317 290-8828 • 800 336-8828
gyoder@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

General Pool Dimensions and Data

Pool Shape:	Rectangular	
Length:	164.000 ft	49.987 m
Width:	67.500 ft	20.574 m
Surface Area:	11,070.0 ft²	1,028.437 m ²
Pool Perimeter:	463.000 ft	141.122 m
Minimum Depth:	57.000 in	1,447.8 mm
Maximum Depth:	150.000 in	3,810.0 mm
Average Depth:	8.625 ft	2.629 m
Pool Surface Area to be Lined:	15,820.492 ft²	1,469.772 m ²

Pool Construction:	In-Ground
Type:	Outdoor
Location:	Concrete (By Others)
Floor Structure:	PVC Membrane
Existing Floor Finish:	Concrete (By Others)
Wall Structure:	PVC Membrane
Existing Wall Finish:	Concrete Gutter System
Top Edge Configuration:	Below Existing Waterline Tile

Important information : PVC pool linings are excellent systems for a pool interior. However, no PVC pool lining will stop water loss from the inside of the termination flange around lights, drains, inlets and other penetrations in the pool walls and floor. Additionally, pool water can and will seep around and through fittings, flanges and other penetrations as well as through cracks in the pool structure. Water leaking from the pool and ground water can accumulate under the lining and cause wrinkles and staining. **Any such water loss, damage, wrinkling or staining is not covered by our guarantee.** Prior to the installation of a PVC pool lining, a comprehensive inspection and pressure testing program should be completed for the perimeter gutter, main drains, pool supply and return piping and any other penetration of the pool structure. Such inspection and related work **IS NOT** included in this proposal, but can be provided.

Natare does not guarantee the water tightness of the lining system against leaks, rips, holes, or tears or any damage or claim determined by Natare to arise from defects, deficiencies or improper operation or installation of ladders, existing fittings and flanges, chemical feeders, drains, drain covers, valves, returns, skimmers, lights, and/or grates.

Important note: The installation of a PVC pool lining requires that the pool be drained and remain empty for a period of several days or even weeks to complete the work. Any time a pool is emptied, there is the possibility of hydrostatic damage, cracking or other significant damage to the pool structure if ground water levels are present around the pool. Natare cannot and will not be responsible for any such damage.



Quotation and Agreement

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Natare PVC Membrane Lining System

Main Pool

We propose to furnish materials and services for a Natatec PVC Membrane System, for the pool as described above, consisting of the system components as listed below.

Materials of Construction and Features for the Natare Membrane Lining System

Natastat Microbiocide (Applied to existing substrate to deter the growth of bacteria and microbes beneath the membrane)
Geotextile Fleece Separator (Adhered to the existing surfaces)
PVC Coated Stainless Steel Flats and/or Angles (Anchored to pool substrate as required to facilitate attachment of PVC Membrane)
Natatec Smooth, 60 mil Polyester Reinforced PVC Membrane (Pool Floor)
Natatec Smooth, 60 mil Polyester Reinforced PVC Membrane (Pool Walls)
Natatec Relief (slip-resistant), 70 mil Polyester Reinforced PVC Membrane (Horizontal surfaces requiring slip-resistant texture)
Natatec Relief (slip-resistant), 70 mil Polyester Reinforced Black PVC Membrane Material (Lane Markings, Wall Targets, and Transition Indicators to match submittal documents or existing pool)
Corrosion resistant anchors and fasteners
Semi-Ridged PVC Compression/Termination Flange w/ Interlocking PVC Closer Cap
Polymer and/or PVC Pressure flanges and appropriate transitions shall be furnished and installed for all inlets, outlets, main drains, underwater lights, anchor sockets and other necessary membrane
PVC Solution for sealing exposed edges of seams
Natare will provide to the owner, a ten (10) year warranty on the membrane system, in accordance with the terms of this offering and the membrane systems warranty statement

Additional Items and Services Included

Submittal Drawings - Natare Corporation includes one set of submittal drawings with one revision of submittals, if needed in our scope of work. If additional drawing time is required due to changes in scope or size, that are initiated by the customer, the additional work will be billed at a time and material basis of \$135 per hour.

Operation & Maintenance Manual



Quotation and Agreement

Cocoa Beach Aquatic Center

Document Number: 45931

Document Date: 10/01/2025

Project: Cocoa Beach Aquatic Center
Location: Cocoa Beach , FL 32931
Reference: 60mil PVC Membrane System
Bid Date: N/A

Natare Corporation
Garrett M. Yoder (317) 222-3681 (direct)
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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System

Main Pool

Installation Details

Installation and Erection of Above

Natare is furnishing and installing the materials and accessories as described.
Limited review and visual inspection of the pool interior
Surface Preparation consisting of broom-cleaning existing surfaces
Fuse welded, overlapping seams, utilizing hot-air welding techniques
Natare will provide to the owner, a one (1) year warranty on the installation services, in accordance with the terms of this offering and the membrane systems warranty statement

Freight, Transportation and Related Charges

Our offer is FOB, Indianapolis. An allowance for freight to the project site IS included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

Please Note: Freight estimates are based upon a single shipment for all items. If the project schedule requires staged or multiple shipments, additional costs will be incurred.

Main Pool

Total of Above: \$ 252,467.00

Note: All prices are in US Dollars

Sales Tax NOT Included, Use Tax Included

Alternates & Options (prices valid for purchase with above items only)

1.0 Removal of Existing Liner

The removal of the existing lining system is Not Included in the Total above. To have Natare Corporation perform this scope of work please add the following amount to the Total above. Natare will remove the existing material and place in dumpster. The dumpster is to be provided By Others. The removal process is expected to take **4-5 Days**, without the use of power tools or equipment and if additional time is required due to the adhesives used in the initial installation, additional charges will apply. This pricing is only valid if the removal of the existing PVC membrane systems happens on the same mobilization as the installation of the new PVC membrane system.

ADD (Optional) \$ 22,510.80



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Natare PVC Membrane Lining System

Main Pool

Work By Others (not included in above pricing)

Health Department permit application (if required)

State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.

Earthwork including excavation, backfill, dewatering, soils disposal

Demolition, removal, and disposal of existing materials

Concrete including, footings, floor slabs, deck slabs and grout

Structural and misc. steel, except as noted, including deck pans

Finish paint/coating of steel supports

Pool mechanical, chemical feed, deck, maintenance, and safety equipment

Plumbing work including piping and valves

Electrical work including bonding of pool components

Equipment enclosures and storage rooms

Comments, Notes and Clarifications

1.0 All prices are in US Dollars

2.0 Natare Corporation requires a pressure test of the entire pool system prior to installation of the membrane system.

3.0 Prevailing wages and or union wages are NOT included in the above pricing

4.0



Quotation and Agreement

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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

We specifically do not include, without limitation, the following:

Sales, use or value-added tax, permits or permit charges, governmental fees or licenses, unless specifically included
Duties, customs fees or tariff, import fees, should any be assessed or required
Performance Bonds, Payment Bonds or Surety Bonds, unless specifically included
Special or export packaging, customs clearance, special documentation or legalization
Engineering, architectural or technical services other than specifically included
Receiving, unloading, hoisting, storage of materials or locating materials near the work area
Trash removal, dumpsters, temporary sanitary facilities, storage trailers, scaffolding, or site offices
Accommodations for weather conditions, temporary enclosures, temporary heat and fans
State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
Protection of existing work and finishes
Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.
Surface preparation beyond broom cleaning the pool.
Managing and coordination of pool opening including chemical balance and required inspections.
Installation, set-up or on-site assembly of any items, except as specifically included in this proposal.
Any temporary utilities. Water and power (110-220V 60 cycle) for installation, testing, and filling.
Commissioning or start-up of equipment or systems, unless otherwise noted.
Draining or filling of the pool, dewatering, maintaining proper dewatering or hydrostatic pressure relief
Earthwork including excavation, backfill, dewatering, shoring, and drainage systems.
Demolition, unless noted otherwise.
Concrete and Masonry work including saw cutting and grouting
Structural, foundation work, bracing or shoring, site work, grade work or fill.
Steel and Metal work, unless otherwise noted, work including re-bar and deck pans.
Carpentry work including, form work, bracing and shoring.
Paint, painting, coatings, waterproofing, fire stopping, sealants and caulking unless otherwise noted.
Piping, plumbing, interconnecting piping, fittings, valves or connections (unless otherwise noted).
Mechanical work including plumbing, gas, fire protection, and HVAC
Electrical work, including bonding/grounding/earthing, final connections, motor starters and disconnects.

Our offer is subject to the following:

The equipment, materials and/or systems offered in this proposal are of Natare design and manufacturer. We will furnish only the materials, items and services as listed on this quotation, subject to our standard technical data and technical bulletins, subject to our standard installation procedures, warranties and guarantees.

Upon notice to proceed under this Contract, installation details and submittal documents will be provided illustrating the materials and procedures to be utilized. Once reviewed, accepted or approved, these details and submittal documents shall be the basis for accepting and installing the materials and inspecting or acceptance of the actual installation. In the absence of such details or submittal documents, Natare's standard technical data, program and procedures will govern.

Any installation or labor services included in this quotation assume unrestricted work hours, unrestricted access to the project site, and do not include overtime, the use of local labor, workers with any particular union affiliation or mandatory wage rates.

We appreciate your consideration of Natare as a supplier for this project.

We hope we have adequately described the scope of our offering and welcome the opportunity to discuss this project with you.

This Quotation and Agreement is for convenience only and is subject to confirmation by Natare and the acceptance by the purchaser of Natare's terms and conditions of sale, including those disclosed on the face and reverse hereof and incorporated herein by reference.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Michael Bryan, Assistant to the City Clerk

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Requesting Commission direction regarding which meetings should be conducted, rescheduled, or canceled during the upcoming holiday period, while ensuring compliance with the requirement to hold a minimum of one regular meeting per month.

Current Meeting Dates:

November 6

November 20 (City Hall Closure: Thanksgiving – November 27 & 28)

December 4

December 18 (City Hall Closure: Christmas Holiday December 24 & 25)

January 1 (New Year's Day – City Hall Holiday Closure)

Staff Representative: AJ Hutson, City Manager

Recommendation: Provide direction to staff regarding the City Commission's preferred holiday meeting schedule.

IS THIS ITEM BUDGETED (IF APPLICABLE)?

..

BACKGROUND:

Historically, the City Commission has canceled regular meetings during the Christmas and New Year holiday season. Staff is seeking Commission direction regarding which upcoming meetings should be conducted, rescheduled, or canceled, while ensuring compliance with the requirement to hold a minimum of one regular meeting per month.

Previous Holiday Meeting Canceled Schedules:

2024

November 21 (Thanksgiving: November 28)

December 19

January 2

2023

December 7

2022

December 1

December 15

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

October 16, 2025

REQUESTED MOTION/ACTION

Approve Ordinance 1706 on first reading- An ordinance of the City of Cocoa Beach, Florida, amendment Article III, "Civil Citations", of Chapter 30 "Code Enforcement, Special Magistrate/Code Enforcement Board, Civil Citations", of the Code of Ordinances; providing for updates to civil citation provisions; making findings; providing for adoption of revisions by reference; providing for codification; conflicts; severability; scrivener's errors; and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

This ordinance is proposed in order to clarify citation authority and procedures, confirm maximum civil penalties, and align processes with Florida law and best practices regarding code enforcement citations. In general, the special magistrate will be authorized to administer Section 30 of city code, rather than the code board or county court.

A companion fee resolution will be introduced at second reading of this ordinance.

ORDINANCE NO. 1706

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDMENT ARTICLE III, "CIVIL CITATIONS", OF CHAPTER 30 "CODE ENFORCEMENT, SPECIAL MAGISTRATE / CODE ENFORCEMENT BOARD, CIVIL CITATIONS", OF THE CODE OF ORDINANCES; PROVIDING FOR UPDATES TO CIVIL CITATION PROVISIONS; MAKING FINDINGS; PROVIDING FOR ADOPTION OF REVISIONS BY REFERENCE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds it necessary to periodically review and update its Code of Ordinances to ensure clarity, consistency, and compliance with state law and to make ordinance provisions consistent with best practices; and

WHEREAS, Article III of Chapter 30 of the Cocoa Beach City Code establishes the procedures and penalties for the issuance of civil citations for violations of the City Code and ordinances; the authority of code enforcement officers; warning notices; service; contents of citations; payment or contest; Special Magistrate procedures; and violation classifications; and

WHEREAS, the City Commission desires to adopt the revised Article III to clarify citation authority and procedures, confirm maximum civil penalties, and align processes with Florida law and best practices regarding code enforcement citations; and

WHEREAS, Section 30-29 provides that violation classifications and associated civil penalties are set by City Commission resolution, and the revisions continue that structure to ensure uniform, fair, and efficient enforcement; and

WHEREAS, these amendments protect the public health, safety, and welfare by strengthening the City's code enforcement system;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Cocoa Beach, Florida, that:

SECTION 1. Findings. The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance.

SECTION 2. Adoption by Reference; Exhibit "A". The City Commission hereby adopts and incorporates by reference the revised Article III, "Civil Citations", of Chapter 30, "Code Enforcement, Special Magistrate/ Code Enforcement Board, Civil Citations", as set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall constitute the full and complete text of Article III as amended, including (without limitation) Sections 30-22 through 30-29 addressing such matters as citation authorization, warning notices, service, required citation contents, refusal to sign, payment and hearing procedures before the Special Magistrate, procedures for payment, and violation classifications. Words underlined are additions; words ~~struck through~~ are deletions.

SECTION 3. Codification; Direction to the Code Editor. The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

SECTION 6. Scrivener's Errors. Clerical or scrivener's errors discovered during codification may be corrected by the City Manager, City Clerk, City Attorney or code editor without further action by the City Commission, provided such corrections do not alter the intent of this ordinance.

SECTION 7. Savings; Implementation. The classifications of violations and associated civil penalties referenced in Section 30-29 shall continue to be set by resolution of the City Commission, as provided therein. Nothing herein affects pending code enforcement matters; the Special Magistrate retains the authority provided in Article III, including imposition of civil penalties and entry of civil judgments as provided by law.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon adoption.

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

ATTEST

CITY OF COCOA BEACH

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

ARTICLE III. CIVIL CITATIONS

Sec. 30-22. Citation authorization; violation as civil infraction; maximum civil penalty.

- (a) Any code enforcement officer, designated pursuant to section 30-4 is hereby authorized to issue a citation for the violation of any city code or ordinance to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the Special Magistrate county court will hear the charge.
- (b) A code or ordinance violation shall be deemed to be a civil infraction.
- (c) The maximum civil penalty for such a civil infraction shall not exceed five hundred dollars (\$500.00) per violation (five thousand dollars (\$5,000.00) for civil infractions that are irreparable or irreversible), plus all applicable costs of prosecution and legislative assessments plus court costs.
- (d) Each violation of a code or ordinance shall be a separate civil infraction. Each day such violation shall continue shall be deemed to constitute a separate civil infraction.

Sec. 30-23. Warning notice in conjunction with citation issuance; exception.

- (a) A code enforcement officer shall provide a written warning notice to the person that the person has committed a violation of the City Code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be not more than thirty (30) days. If the violation is not corrected within the specified time period and said violation, as deemed appropriate by the code enforcement officer, is not to be taken before the subject to the jurisdiction of the special magistrate ~~or code enforcement board~~ as described in chapter 30, then an applicable civil penalty derived from section 30-29 shall be imposed.
- (b) A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible. In such cases, and at the discretion of the code enforcement officer, a summons to appear before ~~the~~ the special magistrate may be issued, or a civil citation may be issued to the violator.

Sec. 30-24. Service of warning notice or citation.

- (a) Written warning notices, if applicable and citations, (not in conflict with section 30-19 - notices) shall be hand delivered to the alleged violator by the code enforcement officer. In the ~~alternative absence of the alleged violator~~, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence with any person residing therein who is fifteen (15) years of age or older and informing the person of the contents or by registered or certified mail, return receipt requested.
- (b) Issuance of a written warning notice or citation (not in conflict with section 30-19 - notices) to a business may be accomplished by leaving a copy at the business, during regular business hours, with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of warning notices and citations.

(Ord. No. 1583, § 3, 10-2-2014)

Sec. 30-25. Form of contents for warning notice and citation; filing with ~~court or~~ special magistrate or code enforcement board (as to (a) (1) through (6)).

- (a) A citation/notice issued by a code enforcement officer shall, as a minimum, contain the following information ~~prescribed by F.S. Ch. 162~~:
- (1) The date and time of issuance;
 - (2) The name and address of the person to whom the citation/notice is issued;
 - (3) The facts constituting reasonable cause;
 - (4) The number of the section of the code or ordinance violated;
 - (5) The name of the code enforcement officer;
 - (6) The procedure for the person to follow in order to pay the civil penalty or to contest the citation;
 - (7) The applicable civil penalty if the person elects to contest the citation;
 - (8) The applicable civil penalty if the person elects not to contest the citation;
 - (9) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear before the ~~code enforcement board and/or~~ special magistrate ~~or in court~~, as may be the case, to contest the citation, he or she shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
- (b) After issuing a citation to an alleged violator, a code enforcement officer shall maintain the original and one (1) copy of the citation for presentation to the special magistrate ~~or code enforcement board~~ as evidence, or give to the city finance department for processing, or for filing with the clerk of the court, should the county court adjudication process be elected.

Sec. 30-26. Refusal to sign citation.

- (a) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree pursuant to F.S. § 162.21(6).
- (b) If a person cited so refuses to sign the citation, the code enforcement officer shall write the words "Refused" or "Refused to Sign" in the space provided for the person's signature and shall then leave a copy of the citation with the person cited, if possible.
- (c) Following such refusal to sign, the code enforcement officer shall contact the Cocoa Beach Police to report such refusal as a violation of F.S. § 162.21(6).

Sec. 30-27. Payment of civil penalty; court hearings.

- (a) If a person elects not to contest the citation, the person shall pay in full the applicable civil penalty, as set forth herein, to the city within fourteen (14) calendar days after issuance of the citation.
- (b) If a person cited elects to pay the applicable civil penalty set forth herein, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the fourteenth calendar day after issuance of the citation or fails to request a ~~court~~ hearing within the time prescribed, the person shall have waived any right to contest the citation and a judgment shall be entered against the person cited in an amount up to the maximum civil penalty. ~~plus applicable court costs. In addition, a rule to show cause may be issued by the county judge requiring the person cited to appear in county court to explain the person's failure to pay or request a court hearing. Failure to respond to the rule to show cause may result in issuance of an arrest warrant.~~

- (c) If a person elects to contest the citation, the person shall request a hearing court date before ~~thea county judge~~Special Magistrate within not more than fourteen (14) calendar days after issuance of the citation.
- (d) The ~~code enforcement board and/or~~ special magistrate ~~or a county judge, whichever applies,~~ after a citation hearing, shall make a determination whether or not a violation of the code or ordinance cited has been committed. If a violation is found to have occurred, the ~~code enforcement board and/or~~ special magistrate ~~or county judge~~ may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution, legislative assessments, and ~~court~~ costs.
- (e) The ~~code enforcement board and/or~~ special magistrate ~~or county judge~~ may provide for the civil penalty to be paid, and the violation to be corrected, within such time as is determined to be appropriate. If the person found to be in violation fails to pay the civil penalty or correct the violation within the time provided, a civil judgment may be entered against that person in an amount up to the maximum civil penalty.
- (f) Should the person cited schedule a hearing as provided for herein, and thereafter, fails to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment may be entered against the person in an amount up to the maximum civil penalty; provided, however, that the ~~county court~~Special Magistrate shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the city clerk ~~of the court~~ shall notify the code enforcement officer and the person cited of the date and time of the hearing. ~~In addition, a rule to show cause may be issued by the county judge requiring the person cited to appear in county court to explain the person's failure to appear at the hearing. Failure to respond to the rule to show cause may result in issuance of an arrest warrant.~~
- (g) Should the person cited willfully fail to comply with a ~~court~~ Magistrate's order to abate or correct the violation, the ~~court~~Magistrate, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an order to that effect.
- (h) In the event that a civil judgment is entered against the person cited as provided herein, the city may record a certified copy of such judgment in the official records of the county.

Sec. 30-28. Procedure for payment of civil penalties.

Payment of any civil penalty imposed by this chapter shall be made to the city in cases brought before the ~~code enforcement board and/or~~ special magistrate, ~~or as applicable, to the clerk of the court, who shall forward an apportionment of monies collected to the city for deposit.~~ If a judgment has been entered for the civil penalty, ~~the clerk of the court shall notify the city when the judgment has been paid and the necessary satisfaction of judgment shall be prepared and recorded in the official records of the county.~~

(Ord. No. 1583, § 3, 10-2-2014)

Sec. 30-29. Classes of violations and associated civil penalties.

- (a) Violations of City Codes and Ordinances, and the applicable civil penalties, shall be set by resolution of the city commission, ~~as follows:~~

Violation Classifications	<u>First offense</u>	<u>Repeat offenses</u>
Class I	<u>\$ 25.00</u>	<u>\$ 50.00</u>
Class II	<u>50.00</u>	<u>100.00</u>
Class III	<u>100.00</u>	<u>200.00</u>
Class IV	<u>200.00</u>	<u>400.00</u>
Class V	<u>250.00</u>	<u>500.00</u>

- (b) City codes and ordinances subsequently enacted or amended may set forth the applicable civil penalty for violations by designating the appropriate violation classification as provided in subsection (a) of this section.

Civil infractions of city codes and ordinances, as set forth in the Land Development Code ("LDC") and/or the Cocoa Beach City Code for which citations may be issued include, but are not limited to the following:

City Code/Ordinance Chapter and Section	Description	Class
Ch. 2.5, Adult Entertainment		
Ch. 2.5, Art. II, Sec. 2.5-9	Operation of unlicensed premises unlawful	IV
Ch. 2.5, Art III, Sec. 2.5-17	Records of employees required in licensed premises	II
Ch. 2.5, Art. V, Sec. 2.5-21, 2.5-22, 2.5-23, 2.5-24	Violations of Provisions for Adult Entertainment Establishments	II
Ch. 2.5, Art V, Sec. 2.5-43	Prohibited acts by customers at sexually oriented businesses	III
Ch. 3, Alcoholic Beverages		
Ch. 3, Sec. 3-1	Hours of sale—In general	IV
Ch. 3, Sec. 3-4	Service, consumption prohibited in public places, bottle clubs, etc., during certain hours; exception	II
Ch. 3, Sec. 3-11	Nudity on premises where alcoholic beverages are offered for sale	III
Ch. 3, Sec. 3-12	Consumption, possession of open containers of alcoholic beverages while driving, riding in motor vehicles on public right-of-way	V
Ch. 4, Animals and Fowl		
Ch. 4, Sec. 4-3	Possessing, harboring, feeding, breeding, maintaining or keeping any peafowl	II
Ch. 4, Sec. 4-20	Dogs permitted on certain beach areas with limitations	II
Ch. 5, City Code: Beaches, Fills, Boats and Waterways		
Ch. 5, Art. I, Sec. 5-9.1	Right-of-way of persons in water	IV
Ch. 5, Art. I, Sec. 5-14	Speed of motorboats on city waterways	III
Ch. 5, Art. I, Sec. 5-15	Stopping, parking, mooring and towing	I
Ch. 5, Art. I, Sec. 5-16	Restricted areas	IV
Ch. 5, Art. I, Sec. 5-23	Vessels, abandoning	III
Ch. 5, Art. I, Sec. 5-29	Water-skiing or similar activity	II
Ch. 5, Art. I, Sec. 5-29.1	Vessels, living aboard	II
Ch. 5, Art. I, Sec. 5-30	Fishing	I
Ch. 5, Art. I, Sec. 5-31	Buoys, markers, beacons without permission	IV
Ch. 5, Art. I, Sec. 5-32	Dumping objects, liquids into water	IV
Ch. 5, Art. II, Sec. 5-33.1	Parking, fueling and towing	III
Ch. 5, Art. II, Sec. 5-33.2	Vessels in ocean	II
Ch. 5, Art. II, Sec. 5-33.5	Boat launching on beach prohibited	II
Ch. 5, Art. II, Sec. 5-34	Use of municipal beaches and facilities	III
Ch. 5, Art. IIIA, Sec. 5-40	Seawalls, construction or alteration	IV
Ch. 5, Art. IV, Sec. 5-51	Operation of motor vehicles prohibited in certain beach areas	III
Ch. 5, Art. IV, Sec. 5-54	Removal of sand and gravel	I
Ch. 5, Art. IV, Sec. 5-56	Fishing in man-made salt water residential canals	III
Ch. 5, Art. IV, Sec. 5-57	Glass containers prohibited on beach	III

Ch. 5, Art. IV, Sec. 5-58	Obstruction of public crossovers prohibited	I
Ch. 5, Art. V, Sec. 5-70	Alcohol-free zone on Sidney Fischer Park	III
Ch. 6, City Code: Buildings		
Ch. 6, Art. I,	Florida Building Code	III
Ch. 6, Art. II	Property Maintenance Code	III
Ch. 6, Art. III, Sec. 6-15	Unlicensed contractors	IV
Ch. 6, Art. III, Sec. 6-16	Non-qualified contractors	IV
Ch. 6, Art. IV, Sec. 6-21	Excavation permits required	III
Ch. 6, Art. X, Sec. 6-65	Beachfront property spill-over lighting	II
Ch. 9, City Code: Fire Prevention		
Ch. 9, Sec. 9-1 Fire Prevention	Adoption of Florida Fire Prevention Code, National Fire Code; Violation	III
Ch. 9, Sec. 9-14	(a) Means of egress locked and/or obstructed	IV
	(b) Over occupancy load	IV
	(c) Failure to comply with section 9-5, storage of explosive, basting agent, and flammable liquids	IV
	(d) Dispensing or storing flammable, or combustible liquids into and unapproved container	IV
	(f) Outside burning of any kind or type	III
	(k) Failure to properly maintain a fire protection system	III
	(l) Failure to properly display premises identification	III
	(m) Unsafe work practice	IV
Ch. 10, City Code: Garbage, Trash and Weeds		
Ch. 10, Art. I, Sec. 10-12	Garbage, waste and trash collection	III
Ch. 10, Art. II, Sec. 10-22	Debris and dense growth	I
Ch. 11, City Code: Health and Sanitation		
Ch. 11, Art. I	Pain Management Clinics	III
Ch. 13, City Code: Licenses		
Ch. 13, Sec. 13-20	Display of licenses/permits	I
Ch. 13, Sec. 13-21	License/business tax receipt required	III
Ch. 13, Sec. 13-30	Certificate of use required	III
Ch. 13.5	Noise	V
Ch. 14, City Code: Special Events		
Ch. 14, Sec. 14-1	Special event permits required	IV
Ch. 14, Sec. 14-30	Motion and still photography; permit required	IV
Ch. 15, City Code: Offenses		
Ch. 15, Sec. 15-4	Begging and mendicant vending	I
Ch. 15, Sec. 15-7.1	Discharging BB gun, pellet rifles, etc., inside city limits	I
Ch. 15, Sec. 15-16	Excavations and removal of materials	III
Ch. 15, Sec. 15-17	Restrictions on public camping and sleeping	II
Ch. 15, Sec. 15-20	Alcoholic beverages in public places	III
Ch. 15, Sec. 15-21	Alcoholic beverages on the ocean beach	III
Ch. 15, Sec. 15-23	Noises prohibited; enumeration	I
Ch. 15, Sec. 15-23.1	Nuisance, trash	I
Ch. 15, Sec. 15-24	Public urination/defecation	III
Ch. 15, Sec. 15-25	Peeping tom prohibited	III
Ch. 15, Secs. 15-26— 15-30	Noises	I

Ch. 15, Sec. 15-31	Striptease prohibited	III
Ch. 15, Sec. 15-33.1	Obstruction of waterways and canals	I
Ch. 15, Sec. 15-34	Littering	V
Ch. 15, Sec. 15-37	Fireworks discharge prohibited	III
Ch. 15, Sec. 15-38	Discharge of firearms in city prohibited	III
Ch. 15, Sec. 15-39	Certain sales and leases along Atlantic Ocean beach area prohibited: punishment for violations	HIII
Ch. 15, Sec. 15-42	Public nudity	III
Ch. 15, Sec. 15-44	Oceanfront lighting, sea turtles	II
Ch. 15, Sec. 15-46	Possession of cannabis and cannabis paraphernalia	V
Ch. 15, Sec. 15-47	Operation of golf carts on public roads and streets	II
Ch. 19, City Code: Sewage		
Ch. 19, Article II, Sec. 19-36	Industrial pretreatment compliance required	IV
Ch. 21, City Code: Solicitors and Canvassers		
Ch. 21, Sec. 21-1	Permit generally	I
Ch. 21, Sec. 21-8	Permit and identification to be provided	I
Ch. 21, Sec. 21-12	Hours of solicitation	I
Ch. 21, Sec. 21-14	Solicitation	I
Ch. 22, City Code: Streets and Sidewalks		
Ch. 22, Art. I, Sec. 22-1	Australian pines; restrictions	II
Ch. 22, Art. I, Sec. 22-2	Signs, merchandise, vehicles for sale, etc., on right-of-way	I
Ch. 22, Art. I, Sec. 22-3	Offstreet parking on unimproved city right-of-way prohibited; exceptions	I
Ch. 22, Art. IV, Sec. 22-37	City road repair and right-of-way utilization	I
Ch. 26, City Code: Traffic		
Ch. 26, Art. I, Sec. 26-4	Permits for parades, processions and sound trucks	II
Ch. 26, Art. I, Sec. 26-5	Parking of commercial vehicles within certain residential districts restricted	I
Ch. 26, Art. I, Sec. 26-6	Parking of house trailers restricted	I
Ch. 26, Art. I, Sec. 26-8	Obstructions, excavations, openings, debris, etc., on or in public streets and ways or damage thereto prohibited; exceptions, punishment for violations	IV
Ch. 26, Art. I, Sec. 26-11	Sleeping or camping in motor vehicles	I
Ch. 26, Art. I, Sec. 26-12	Parking fees for Sidney Fischer Park, Shepard Park; violation	I
Ch. 28, City Code: Stormwater Management and Pollution Prevention		
Ch. 28, Art. IV	Pollution Prevention and Pollutant Discharge to the Storm Sewer System	IV
City Code Appendix B, Land Development Code (LDC)		
LDC, Chapter I, Purpose and General Provisions		
LDC Sec. 1-11	Use, occupancy, subdivision of land and/or buildings must comply with LDC, and buildings and structures must comply with LDC	III
LDC, Chapter II, Zoning Districts		
LDC Sec. 2-70	Temporary sales—Permit required	I

LDC Sec. 2-70	Garage sales	I
LDC Sec. 2-72	Public food service requirements and exemptions	III
LDC, Chapter III, Design Standards		
LDC Chapter III, Article II	Driveways constructed or removed to comply with LDC. Unlawful to construct, cut, break out curb without authorization	III
LDC Sec. 3-56	Tree Preservation—No protected tree to be removed without permit	V
LDC Sec. 3-56	Tree Protection—Trees to be protected during development activity	IV
LDC Sec. 3-07	Visibility at intersections	II
LDC Sec. 3-28	Seawalls—Permit required	III
LDC Sec 3-31	Swimming pools—Enclosure required	II
LDC Sec. 3-03	Vehicles over 26 feet	II
LDC Sec. 3-03	Permitted parking in residential districts	I
LDC Sec. 3-71	Vehicle sales	II
LDC Sec. 3-29	Dune crossovers—Compliance with codes	III
LDC Sec. 3-61	Light trespasses	II
LDC Sec. 3-61	Glare control	II
LDC Sec, 3-64	Beachfront lighting	II
LDC, Chapter IV, Land Development Procedures		
LDC Sec. 4-02	Site plan required	III
LDC Sec. 4-14	Certificate of Occupancy Required	III
LDC Sec. 4-22	Dredge and fill requires permit	IV
LDC Chapter IV, Article II	Building and construction requirements	III
LDC, Chapter V, Signs and Displays		
LDC Chapter V, Article I	Permits and maintenance required	III
LDC Chapter V, Article I	Displays prohibited	III
LDC Chapter V, Article II	Sign criteria and standards	II
LDC Sec. 5-04	Prohibited signs, sign features	III
LDC Sec. 5-06	Sign removal	I
LDC Sec. 5-05	Sign maintenance required	III
LDC, Chapter VII, Stormwater Management and Flood Control		
LDC Sec. 7-3	Stormwater management facility maintenance	III
LDC Chapter VII, Article II	Erosion and sediment control	III

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- (h) In the event that a civil judgment is entered against the person cited as provided herein, the city may record a certified copy of such judgment in the official records of the county.

Sec. 30-28. Procedure for payment of civil penalties.

Payment of any civil penalty imposed by this chapter shall be made to the city in cases brought before the ~~code enforcement board and/or~~ special magistrate, ~~or as applicable, to the clerk of the court, who shall forward an apportionment of monies collected to the city for deposit. If a judgment has been entered for the civil penalty, the clerk of the court shall notify the city when the judgment has been paid and the necessary satisfaction of judgment shall be prepared and recorded in the official records of the county.~~

(Ord. No. 1583, § 3, 10-2-2014)

Sec. 30-29. Classes of violations and associated civil penalties.

- (a) Violations of City Codes and Ordinances, and the applicable civil penalties, shall be set by resolution of the city commission, ~~as follows:~~

Violation Classifications	<u>First offense</u>	<u>Repeat offenses</u>
Class I	<u>\$ 25.00</u>	<u>\$ 50.00</u>
Class II	<u>50.00</u>	<u>100.00</u>
Class III	<u>100.00</u>	<u>200.00</u>
Class IV	<u>200.00</u>	<u>400.00</u>
Class V	<u>250.00</u>	<u>500.00</u>

- (b) City codes and ordinances subsequently enacted or amended may set forth the applicable civil penalty for violations by designating the appropriate violation classification as provided in subsection (a) of this section.

Civil infractions of city codes and ordinances, as set forth in the Land Development Code ("LDC") and/or the Cocoa Beach City Code for which citations may be issued include, but are not limited to the following:

City Code/Ordinance Chapter and Section	Description	Class
Ch. 2.5, Adult Entertainment		
Ch. 2.5, Art. II, Sec. 2.5-9	Operation of unlicensed premises unlawful	IV
Ch. 2.5, Art III, Sec. 2.5-17	Records of employees required in licensed premises	II
Ch. 2.5, Art. V, Sec. 2.5-21, 2.5-22, 2.5-23, 2.5-24	Violations of Provisions for Adult Entertainment Establishments	II
Ch. 2.5, Art V, Sec. 2.5-43	Prohibited acts by customers at sexually oriented businesses	III
Ch. 3, Alcoholic Beverages		
Ch. 3, Sec. 3-1	Hours of sale—In general	IV
Ch. 3, Sec. 3-4	Service, consumption prohibited in public places, bottle clubs, etc., during certain hours; exception	II
Ch. 3, Sec. 3-11	Nudity on premises where alcoholic beverages are offered for sale	III
Ch. 3, Sec. 3-12	Consumption, possession of open containers of alcoholic beverages while driving, riding in motor vehicles on public right-of-way	V
Ch. 4, Animals and Fowl		
Ch. 4, Sec. 4-3	Possessing, harboring, feeding, breeding, maintaining or keeping any peafowl	II
Ch. 4, Sec. 4-20	Dogs permitted on certain beach areas with limitations	II
Ch. 5, City Code: Beaches, Fills, Boats and Waterways		
Ch. 5, Art. I, Sec. 5-9.1	Right-of-way of persons in water	IV
Ch. 5, Art. I, Sec. 5-14	Speed of motorboats on city waterways	III
Ch. 5, Art. I, Sec. 5-15	Stopping, parking, mooring and towing	I
Ch. 5, Art. I, Sec. 5-16	Restricted areas	IV
Ch. 5, Art. I, Sec. 5-23	Vessels, abandoning	III
Ch. 5, Art. I, Sec. 5-29	Water-skiing or similar activity	II
Ch. 5, Art. I, Sec. 5-29.1	Vessels, living aboard	II
Ch. 5, Art. I, Sec. 5-30	Fishing	I
Ch. 5, Art. I, Sec. 5-31	Buoys, markers, beacons without permission	IV
Ch. 5, Art. I, Sec. 5-32	Dumping objects, liquids into water	IV
Ch. 5, Art. II, Sec. 5-33.1	Parking, fueling and towing	III
Ch. 5, Art. II, Sec. 5-33.2	Vessels in ocean	II
Ch. 5, Art. II, Sec. 5-33.5	Boat launching on beach prohibited	II
Ch. 5, Art. II, Sec. 5-34	Use of municipal beaches and facilities	III
Ch. 5, Art. IIIA, Sec. 5-40	Seawalls, construction or alteration	IV
Ch. 5, Art. IV, Sec. 5-51	Operation of motor vehicles prohibited in certain beach areas	III
Ch. 5, Art. IV, Sec. 5-54	Removal of sand and gravel	I
Ch. 5, Art. IV, Sec. 5-56	Fishing in man-made salt water residential canals	III
Ch. 5, Art. IV, Sec. 5-57	Glass containers prohibited on beach	III

Ch. 5, Art. IV, Sec. 5-58	Obstruction of public crossovers prohibited	I
Ch. 5, Art. V, Sec. 5-70	Alcohol-free zone on Sidney Fischer Park	III
Ch. 6, City Code: Buildings		
Ch. 6, Art. I,	Florida Building Code	III
Ch. 6, Art. II	Property Maintenance Code	III
Ch. 6, Art. III, Sec. 6-15	Unlicensed contractors	IV
Ch. 6, Art. III, Sec. 6-16	Non-qualified contractors	IV
Ch. 6, Art. IV, Sec. 6-21	Excavation permits required	III
Ch. 6, Art. X, Sec. 6-65	Beachfront property spill-over lighting	II
Ch. 9, City Code: Fire Prevention		
Ch. 9, Sec. 9-1 Fire Prevention	Adoption of Florida Fire Prevention Code, National Fire Code; Violation	III
Ch. 9, Sec. 9-14	(a) Means of egress locked and/or obstructed	IV
	(b) Over occupancy load	IV
	(c) Failure to comply with section 9-5, storage of explosive, basting agent, and flammable liquids	IV
	(d) Dispensing or storing flammable, or combustible liquids into and unapproved container	IV
	(f) Outside burning of any kind or type	III
	(k) Failure to properly maintain a fire protection system	III
	(l) Failure to properly display premises identification	III
	(m) Unsafe work practice	IV
Ch. 10, City Code: Garbage, Trash and Weeds		
Ch. 10, Art. I, Sec. 10-12	Garbage, waste and trash collection	III
Ch. 10, Art. II, Sec. 10-22	Debris and dense growth	I
Ch. 11, City Code: Health and Sanitation		
Ch. 11, Art. I	Pain Management Clinics	III
Ch. 13, City Code: Licenses		
Ch. 13, Sec. 13-20	Display of licenses/permits	I
Ch. 13, Sec. 13-21	License/business tax receipt required	III
Ch. 13, Sec. 13-30	Certificate of use required	III
Ch. 13.5	Noise	V
Ch. 14, City Code: Special Events		
Ch. 14, Sec. 14-1	Special event permits required	IV
Ch. 14, Sec. 14-30	Motion and still photography; permit required	IV
Ch. 15, City Code: Offenses		
Ch. 15, Sec. 15-4	Begging and mendicant vending	I
Ch. 15, Sec. 15-7.1	Discharging BB gun, pellet rifles, etc., inside city limits	I
Ch. 15, Sec. 15-16	Excavations and removal of materials	III
Ch. 15, Sec. 15-17	Restrictions on public camping and sleeping	II
Ch. 15, Sec. 15-20	Alcoholic beverages in public places	III
Ch. 15, Sec. 15-21	Alcoholic beverages on the ocean beach	III
Ch. 15, Sec. 15-23	Noises prohibited; enumeration	I
Ch. 15, Sec. 15-23.1	Nuisance, trash	I
Ch. 15, Sec. 15-24	Public urination/defecation	III
Ch. 15, Sec. 15-25	Peeping tom prohibited	III
Ch. 15, Secs. 15-26— 15-30	Noises	I

Ch. 15, Sec. 15-31	Striptease prohibited	III
Ch. 15, Sec. 15-33.1	Obstruction of waterways and canals	I
Ch. 15, Sec. 15-34	Littering	V
Ch. 15, Sec. 15-37	Fireworks discharge prohibited	III
Ch. 15, Sec. 15-38	Discharge of firearms in city prohibited	III
Ch. 15, Sec. 15-39	Certain sales and leases along Atlantic Ocean beach area prohibited: punishment for violations	HIII
Ch. 15, Sec. 15-42	Public nudity	III
Ch. 15, Sec. 15-44	Oceanfront lighting, sea turtles	II
Ch. 15, Sec. 15-46	Possession of cannabis and cannabis paraphernalia	V
Ch. 15, Sec. 15-47	Operation of golf carts on public roads and streets	II
Ch. 19, City Code: Sewage		
Ch. 19, Article II, Sec. 19-36	Industrial pretreatment compliance required	IV
Ch. 21, City Code: Solicitors and Canvassers		
Ch. 21, Sec. 21-1	Permit generally	I
Ch. 21, Sec. 21-8	Permit and identification to be provided	I
Ch. 21, Sec. 21-12	Hours of solicitation	I
Ch. 21, Sec. 21-14	Solicitation	I
Ch. 22, City Code: Streets and Sidewalks		
Ch. 22, Art. I, Sec. 22-1	Australian pines; restrictions	II
Ch. 22, Art. I, Sec. 22-2	Signs, merchandise, vehicles for sale, etc., on right-of-way	I
Ch. 22, Art. I, Sec. 22-3	Offstreet parking on unimproved city right-of-way prohibited; exceptions	I
Ch. 22, Art. IV, Sec. 22-37	City road repair and right-of-way utilization	I
Ch. 26, City Code: Traffic		
Ch. 26, Art. I, Sec. 26-4	Permits for parades, processions and sound trucks	II
Ch. 26, Art. I, Sec. 26-5	Parking of commercial vehicles within certain residential districts restricted	I
Ch. 26, Art. I, Sec. 26-6	Parking of house trailers restricted	I
Ch. 26, Art. I, Sec. 26-8	Obstructions, excavations, openings, debris, etc., on or in public streets and ways or damage thereto prohibited; exceptions, punishment for violations	IV
Ch. 26, Art. I, Sec. 26-11	Sleeping or camping in motor vehicles	I
Ch. 26, Art. I, Sec. 26-12	Parking fees for Sidney Fischer Park, Shepard Park; violation	I
Ch. 28, City Code: Stormwater Management and Pollution Prevention		
Ch. 28, Art. IV	Pollution Prevention and Pollutant Discharge to the Storm Sewer System	IV
City Code Appendix B, Land Development Code (LDC)		
LDC, Chapter I, Purpose and General Provisions		
LDC Sec. 1-11	Use, occupancy, subdivision of land and/or buildings must comply with LDC, and buildings and structures must comply with LDC	III
LDC, Chapter II, Zoning Districts		
LDC Sec. 2-70	Temporary sales—Permit required	I

LDC Sec. 2-70	Garage sales	I
LDC Sec. 2-72	Public food service requirements and exemptions	III
LDC, Chapter III, Design Standards		
LDC Chapter III, Article II	Driveways constructed or removed to comply with LDC. Unlawful to construct, cut, break out curb without authorization	III
LDC Sec. 3-56	Tree Preservation—No protected tree to be removed without permit	V
LDC Sec. 3-56	Tree Protection—Trees to be protected during development activity	IV
LDC Sec. 3-07	Visibility at intersections	II
LDC Sec. 3-28	Seawalls—Permit required	III
LDC Sec 3-31	Swimming pools—Enclosure required	II
LDC Sec. 3-03	Vehicles over 26 feet	II
LDC Sec. 3-03	Permitted parking in residential districts	I
LDC Sec. 3-71	Vehicle sales	II
LDC Sec. 3-29	Dune crossovers—Compliance with codes	III
LDC Sec. 3-61	Light trespasses	II
LDC Sec. 3-61	Glare control	II
LDC Sec, 3-64	Beachfront lighting	II
LDC, Chapter IV, Land Development Procedures		
LDC Sec. 4-02	Site plan required	III
LDC Sec. 4-14	Certificate of Occupancy Required	III
LDC Sec. 4-22	Dredge and fill requires permit	IV
LDC Chapter IV, Article II	Building and construction requirements	III
LDC, Chapter V, Signs and Displays		
LDC Chapter V, Article I	Permits and maintenance required	III
LDC Chapter V, Article I	Displays prohibited	III
LDC Chapter V, Article II	Sign criteria and standards	II
LDC Sec. 5-04	Prohibited signs, sign features	III
LDC Sec. 5-06	Sign removal	I
LDC Sec. 5-05	Sign maintenance required	III
LDC, Chapter VII, Stormwater Management and Flood Control		
LDC Sec. 7-3	Stormwater management facility maintenance	III
LDC Chapter VII, Article II	Erosion and sediment control	III