



Meeting Agenda
Thursday, November 6, 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 Pastor Keith Capizzi, Club Zion
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. Recognition of city employees for assisting with a cardiac arrest with a positive outcome on May 15, 2025. Presented by Fire Chief Justin Grimes
2. Recognition of city employees for assisting with a cardiac arrest with a positive outcome on June 23, 2025. Presented by Fire Chief Justin Grimes

D. PUBLIC COMMENTS

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

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. COMMUNITY REDEVELOPMENT AGENCY (CRA)

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

1. Approve Downtown Cocoa Beach Community Redevelopment Agency Performance Measures & Standards 2025 Annual Report
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
2. Approve the September 18th, 2025 Special Meeting minutes for the CRA.
Staff Representative: City Clerk
Recommendation: Approve
3. Approve a Commercial Visual Improvement Grant in the amount of \$4,000 for Oceanwave Storage LLC, located at 124 S Orlando Ave, Cocoa Beach FL, 32931. This is a budgeted item.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
4. Approve a Commercial Visual Improvement Grant in the amount of \$25,000 for Land and Sea Surf, LLC DBA Drifthouse, located at 350 N Orlando Ave, Cocoa Beach FL, 32931. This is a budgeted item.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

I. CONSENT AGENDA

1. Approve the October 16, 2025 City Commission Meeting Minutes
Staff Representative: City Clerk Department
2. Approve Downtown Cocoa Beach Community Redevelopment Agency Performance Measures & Standards 2025 Annual Report that was previously Approved during the CRA Board meeting on 11/6/2025.
Staff Representative: Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Adopt Ordinance 1704 on second 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

2. Adopt Ordinance 1705 on second 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

3. Approve Ordinance 1706 on second 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

L. NEW BUSINESS

1. Resolution 2025-32 - A Resolution of the city commission of the City of Cocoa Beach, Florida, adopting a fine schedule applicable to violations of Ordinance 1704 relating to the regulation of immobilization of vehicles by the use of an impoundment device; making findings; adopting a fine schedule for the unauthorized use of an immobilization device; requiring posting of fine amounts on the city website and implementation of new fines; and providing an effective date.

Recommendation: Approve

Staff Representative: David Dickey, Development Services Director

2. Resolution 2025-33 - A resolution of the city commission of the City of Cocoa Beach, Florida, adopting a fine schedule applicable to violations of Ordinance 1705 relating to the regulation of street performers within the city; making findings; adopting a fine schedule for unauthorized street performances; requiring posting of fine amounts on the city website and implementation of new fines; and providing an effective date.

Recommendation: Approve

Staff Representative: David Dickey, Development Services Director

3. Resolution 2025-34 - A resolution of the City Commission of the City of Cocoa Beach, Florida; adopting a fine schedule applicable to violations of Ordinance 1706 relating to "Civil Citations", of Chapter 30 "Code Enforcement, Special Magistrate/Code Enforcement Board; making findings; adopting a fine

schedule for violations to Chapter 30 "Code Enforcement, Special Magistrate/Code Enforcement Board"; requiring posting of fine amounts on the city website and implementation of new fines; and providing an effective date.

Recommendation: Approve

Staff Representative: David Dickey, Development Services Director

4. Approve Task Order #3 from Black & Veatch Corporation in the amount of \$192,968 for engineering and design services for gravity sewer pipe replacement along Marion Lane and St. Lucie Lane. This is a budgeted capital expense.

Recommendation: Approve

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

M. GENERAL PUBLIC COMMENT

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

N. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Recognition of city employees for assisting with a cardiac arrest with a positive outcome on May 15, 2025. Presented by Fire Chief Justin Grimes

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

On May 15, 2025, members of the Cocoa Beach Country Club and Cocoa Beach Fire Department responded to an unresponsive male at the golf course with CPR in progress. Upon arrival, the crews performed advanced life-saving procedures under intense pressure. Through coordinated efforts and skilled interventions, the life of this gentleman was saved.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Recognition of city employees for assisting with a cardiac arrest with a positive outcome on June 23, 2025. Presented by Fire Chief Justin Grimes

IS THIS ITEM BUDGETED (IF APPLICABLE)?

none

BACKGROUND:

On June 23, 2025, Cocoa Beach Fire Department personnel responded to an unresponsive male at the beach with CPR in progress. Upon arrival, the crews found lifeguards performing CPR. Advanced life-support equipment and medications were used to reverse the deadly heart rhythm the patient was found to have. The crew was successful and, prior to even being transported to the hospital, they were able to stabilize him with normal vitals.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Approve Downtown Cocoa Beach Community Redevelopment Agency Performance Measures & Standards 2025 Annual Report

Staff Representative: Devan Taly, Deputy Finance Director/CRA

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Per HB 7013 - Florida Statute 189.0694 Special districts; performance measures & standards-

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing: (a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination. (b) Any goals or objectives the district failed to achieve

DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY



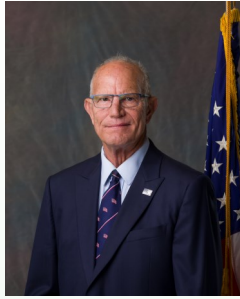
PERFORMANCE MEASURES & STANDARDS 2025 ANNUAL REPORT



DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEMBERS



**JEREMY
HUTCHERSON**



SKIP WILLIAMS



KEITH CAPIZZI
CRA CHAIR



TIM TUMULTY



JOSHUA JACKSON

CITY OF COCOA BEACH:

CITY MANAGER:

AJ Hutson



CRA ADMINISTRATOR: DEVAN TALY

FINANCE DIRECTOR: HANA JUMAN

REGISTERED AGENT AND CITY CLERK: KARIN GROOMS

MAULDIN & JENKINS CPA ADVISORS



Message From The Director

Dear Residents of Cocoa Beach,

We are delighted to provide an update on the endeavors and advancements of the Cocoa Beach City Community Redevelopment Agency (CRA) for 2025. This annual report serves to inform our community of our progress as it relates to our performance standards and measures.

This involves implementing the CRA plan in collaboration with the community and methodically executing these plans to improve the economic landscape. Throughout this year, significant transformations unfolded across our district.

Central to the CRA's mission is the enhancement of our community and gradually mitigating blighted conditions prevalent in certain areas. Whether refining existing concepts or devising innovative solutions, the CRA eagerly embraces its pivotal role in the City of Cocoa Beach.

Sincerely,

Devan Taly
City of Cocoa Beach
CRA Director



Agency Overview

Welcome! Thank you for your interest in the City of Cocoa Beach Community Redevelopment Agency. The primary function of the Cocoa Beach CRA is developing, supporting, and implementing the Downtown Cocoa Beach Community Redevelopment Plan.

The Board of County Commissioners adopted their resolution 08-128 on May 29, 2008, authorizing the City Commission to create a Downtown Cocoa Beach.

On November 19, 2009, the City Commission adopted resolution 2009-28, establishing the Downtown Cocoa Beach Redevelopment Agency.

The City Commission adopted the Downtown Community Redevelopment Plan in 2012.

The Downtown District Community Area consists of approximately 237 acres located in Cocoa Beach. Land uses in the Downtown District include residential, office, commercial/retail, light industrial, and green/open space.



VISION STATEMENT

The CRA shall promote redevelopment of the downtown area in a manner which embraces our historical place in the community and our desire to be economically sustainable, continually improving our overall quality of life.

THE CRA'S MISSION SHALL BE TO:

- Create a strong identity for the Downtown
- Promote a more walkable Village Center, connected to the larger community
- Support economic stability
- Promote and enhance the “surfing village” resort uses
- Protect residential neighborhoods from commercial intrusion, yet provide connectivity for walkability and sustainability
- Enhance downtown with a broader mix of uses
- Reinforce, preserve, and expand the unique building types and neighborhood characteristics
- Maintain and enhance public lands, open spaces, and public service/utilities to assure a good quality of life for the residents and visitors



GOALS & OBJECTIVES

The goals & objectives listed are based on the vision, mission, recommendations and philosophies from the Downtown Cocoa Beach Community Redevelopment Plan adopted in 2012.

Goals:

- Embark on a redevelopment program to eliminate conditions impeding Cocoa Beach's sustainability and economic vitality.
- Undertake projects to reposition the City in the marketplace.
- Promote mixed uses to provide additional support to existing and new businesses and land development.
- Any and all additional programs, projects, and activities which may be identified by the DCBCRA that are consistent with the Downtown Cocoa Beach Community Redevelopment Plan.

Objectives:

- Eliminate blight conditions.
- Encourage expansion of stormwater systems and improvements to infrastructure.
- Encourage improvements to parking.
- Encourage improvements to landscaping and streetscape.
- Encourage improvements to promote pedestrian and bicycle safe infrastructure.







COMMUNITY ENGAGEMENT

Conduct special events, similar to farmer's markets, art shows, cultural events, and other business functions to draw people to the downtown area and promote local businesses.

"Aid the downtown merchants in creating a Main Street Program"

In FY2025, the Cocoa Beach Main Street Program held multiple events in the downtown center of Cocoa Beach.

These events include:

- Friday Fests (3rd Friday of every month)
- Sip N Stroll
- Art Wave Fest
- Cocoa Beach Centennial Celebration
- And many others!



COMMUNITY ENGAGEMENT

In FY2025, the City of Cocoa Beach celebrated the 100th Year anniversary. The Cocoa Beach Centennial Celebration was hosted by the City and Cocoa Beach Main Street.

Founded on June 5, 1925, by visionary Gus Edwards, Cocoa Beach has grown from a quiet beachside town into an iconic community shaped by history, innovation, and a love for the sea.

Our event sponsors:

- Bowman
- Boys Electrical Contractors
- Connors Wealth Management
- Driftwood Capital
- HealthFirst
- Kast Construction
- Mead & Hunt
- Ron Jon Surf Shop
- Vose Law Firm, LLP
- W+J Construction



Cocoa Beach Main Street planned events, rallied amazing volunteers, and made sure it all went off without a hitch.

Our incredible City staff, who worked behind the scenes to keep everything running smoothly.

Our residents and neighbors, thank you for always showing up, making memories, and reminding us what makes Cocoa Beach so special. They are what the Centennial was really about.



New Major Projects Within CRA

- Destination Downtown Food Hall (2025)
- New City of Cocoa Beach City Hall & Centennial Square (2025)
- Dirty Birds Tiki Bar & Grill (2025-2026)



Prior Projects Within CRA

- City of Cocoa Beach Parking Garage (2019)
- City of Cocoa Beach Police Station (2021)
- City of Cocoa Beach Fire Station 51 (2015)
- Surfside Playhouse Improvements (2023-2024)
- The Surf Condo (2024)



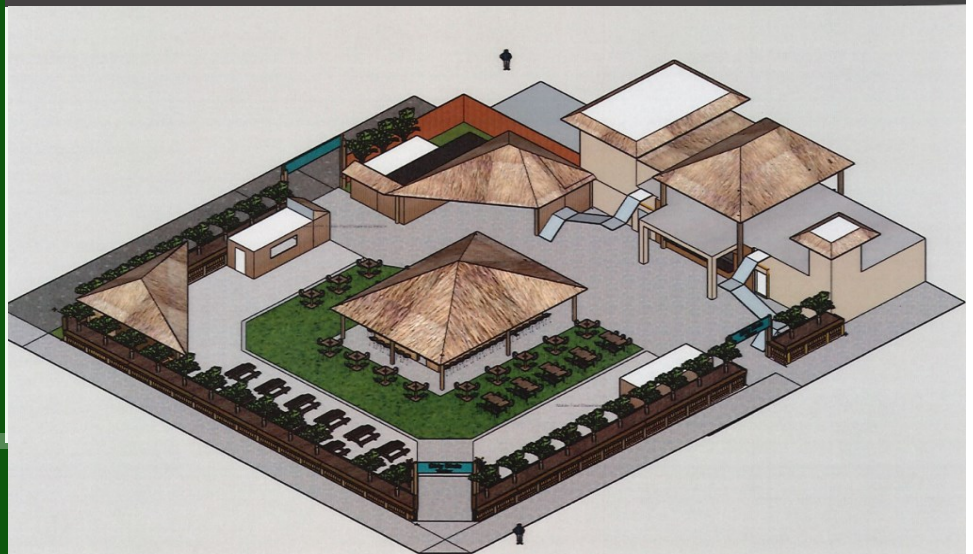
CRA CURRENT FAÇADE GRANT PROGRAMS

- Cocoa Beach Office Condo Association Façade
- Juice N Java Café Façade
- Catalyst Shop Façade
- Epic Board Sports Façade
- Dirty Birds Tiki Bar & Grill Façade
- Pointe Church Façade

The CRA Board Approved
\$250,000 in Façade Grant funds
for the FY2025 Budget.

Prior Façade Improvements in the CRA

- Coastal Market Parking Lot Improvements
- Woodland Business Center Stormwater Improvements



PERFORMANCE MEASURES

The performance measures listed are based on the vision, mission, recommendations and philosophies from the Downtown Cocoa Beach Community Redevelopment Plan adopted in 2012.

Success of CRA Small Business Grant Programs:

“A need to enhance Downtown Cocoa Beach CRA Business Environment”

Upgrading existing retail and attract new retail, restaurants, dining, and entertainment venues through incentives and façade or property improvement upgrades. In FY2025, the CRA Board has approved 5 CRA Commercial Business’s located in the downtown area, totaling \$185,000 for our Façade Grant Program.

- Dirty Birds Tiki Bar & Grill \$50,000
- Catalyst Shop \$10,000
- Epic Board Sports \$40,000
- The Pointe Church \$50,000
- Dirty Birds Tiki Bar & Grill \$35,000

CRA Financial Contributions towards promotional/special events:

“Additional uses to Support Downtown Core and Surrounding Areas”

Expand the use, visibility, access, and availability of cultural, fine arts, sciences, library, performing arts, and other cultural assets into the redevelopment area. In FY2025, the CRA Board has approved \$25,000 for Cocoa Beach Main Street.

CRA Capital or Physical Improvements:

“ This new facility would activate the street and encourage more pedestrian uses in the immediate surrounding area”

In FY2025, the redevelopment of a new City Hall and Cocoa Beach Centennial Square shows the types of improvements undertaken by the Downtown Cocoa Beach Community Redevelopment Agency. The City is investing in its own community, invoking a sense of place and pride.





City of Cocoa Beach

Downtown Cocoa Beach Redevelopment Agency

2025

CRA Board Approval November 6, 2025
City Commission Approval November 6, 2025

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
SPECIAL MEETING
MINUTES**

September 18, 2025

A. MEETING CALLED TO ORDER

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

B. NEW BUSINESS

1. Approve Resolution 2025-01 of the Downtown Cocoa Beach Community Redevelopment Agency, Cocoa Beach, Florida adopting a budget for the Fiscal Year Ending September 30, 2026
Staff Representative: Devan Taly, Deputy Finance Director/CRA, Hana Juman, Finance Director, A.J. Hutson, City Manager
Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. PUBLIC COMMENTS

No public comment.

D. ADJOURNMENT

The meeting was adjourned at 6:32 pm.

Karin Grooms
City Clerk, MPA

Keith Capizzi
Mayor-Commissioner

APPLICANT INFORMATION

____ Owner or ____ Tenant

Total Applicant Funds: \$4,000 Total Anticipated Grant Request: \$4,000

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

The grant will fund a professional mural on the exterior east and approximately 10' of the north façade. The mural, depicting vibrant coastal imagery of Cocoa Beach's heritage, will be painted by a professional artist, enhancing the area's aesthetic appeal, attracting visitors, and boosting local commerce.

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

The existing building facade is plain and lacks visual appeal, characterized by a stark, rectangular exterior that does not contribute to the aesthetic vibrancy of Cocoa Beach. The unadorned surface fails to engage passersby or reflect the dynamic character of the community. While the structure remains functional, the facade's monotone color and lack of artistic elements make it substantially lackluster, diminishing its potential to enhance the surrounding area. A mural would transform this uninspiring exterior into a visually striking landmark, aligning with the city's goals for beautification and community pride.

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

We will maximize the Redevelopment Agency's matching funds by contributing half to match the Agency's grant, fully funding the mural on our property. The mural, featuring coastal imagery of Cocoa Beach's heritage, will enhance the area's aesthetic and economic vitality, attracting visitors and supporting local commerce in line with CRA goals.

No reasonable alternative financing exists. Private loans have prohibitive interest rates, crowdfunding is unreliable, and our limited reserves are allocated to essential operations like payroll. The Agency's grant is critical to completing this high-impact façade improvement, ensuring a vibrant public art installation that benefits the community.

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

To maintain the mural during its useful life, we will apply a clear, UV-blocking sealant immediately after painting to protect against fading and weather damage. Regular inspections will ensure early detection of wear or damage. We will budget for periodic cleaning and touch-ups by a professional artist as needed, ensuring the mural remains vibrant and enhances Cocoa Beach's CRA district for years.

5. Current Number of Employees: Full-Time_____ Part-Time¹_____ Contract_____

Number of Employees (Post Project Completion) Full-Time_____ Part-Time¹_____

Contract_____

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
Mural	CRA & Business Owner	\$ 8,000
Sign Removal	Owner	\$ \$2,000
Exterior Painting	Owner	\$ 9,800
		\$
		\$
		\$
		\$
Total Project Budget		\$ 19,800

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work or materials, which have been commenced or purchased prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started, or materials purchased, prior to the approval of the grant and the execution of the Agreement shall be the Applicant's responsibility and no funding will be granted towards that work or materials. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.



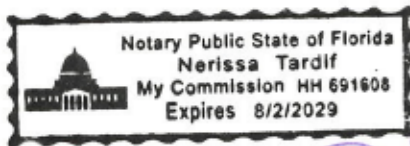
Signature of Applicant

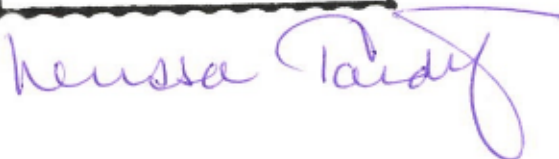
9/11/25
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me via physical presence ☒ or online notarization this 11 day of September 2025 by Nerissa Tardif (name of person acknowledging).

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced





Lot Three (3), Block Thirty-four (34), COCOA BEACH, according to the Plat of said subdivision, recorded in Plat Book 3, Page 54, Public Records of Brevard County, Florida

The property is owned by:
124 S Orlando LLC

The property is being leased by:
Oceanwave Storage LLC

Both companies are owned by applicant:
Dan Dvorak

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") is entered into on August 1, 2025, by and between:

Landlord: 124 S Orlando LLC, with a mailing address of 1625 Yount Dr, Merritt Island, FL 32952 ("Landlord"),

and

Tenant: Oceanwave Storage LLC, with a mailing address of 1625 Yount Dr, Merritt Island, FL 32952 ("Tenant").

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the property located at 124 S Orlando Ave, Cocoa Beach, FL 32931 ("Premises").

Term

This Agreement shall commence on August 1, 2025, and continue until December 31, 2035

Notices

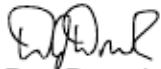
All notices under this Agreement shall be sent via certified mail or email to the respective mailing addresses of the Landlord and Tenant as listed above.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

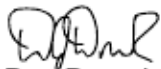
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

Landlord:



Dan Dvorak, MMBR
124 S Orlando LLC
Date: 8/1/2025

Tenant:



Dan Dvorak, MMBR
Oceanwave Storage LLC
Date: 8/1/2025

Attachment "3"

Form of Façade Easement Deed & Building Façade Maintenance Agreement

Not Required

Attachment "4"

Scope of work and tentative schedule of improvements



954-743-8652
desalvomurals@gmail.com

Location:
Oceanwave Storage
Cocoa Beach, FL

ESTIMATE

Description			Cost
Labor			\$6,300.00
Lift/Scaffolding			\$1,000.00
Accommodation			\$500.00
Sealant			\$200.00
		Subtotal	\$8,000.00
			\$0.00
		Total	\$8,000.00

✦ SUMMER DESALVO MURALS ✦✦

Services and Artwork Agreement

This is a contract that documents our agreement, as follows:

1. Who: Oceanwave Storage (client) agrees to hire artist Summer DeSalvo (artist) to paint a Mural.
 2. What: The size of the Mural will be: Front/side The subject and details of the mural include: wave, logo, palm tree
 3. When: The Mural will be started on _____ and take approximately _____ days to complete.
 4. Where: The Mural will be painted at _____. You represent that you have the authority to retain me for this purpose.
 5. How Much: You agree to pay me a Fee of \$8000 total for the Mural. 1/3 deposit of 2667 will be due 2 weeks prior to start date with a remainder of 5333 due at the completion of project.
- Change Orders: If you would like to change the scope of the Mural after we sign this contract, the cost of the mural will also be revised. We can agree to the new price by sending a confirming email, or we can amend this contract.
 - Cancellation: Because I may have turned down other work in order to keep my commitment to you, a deposit will not be returned after 2 weeks of start date.
 - Muralists records: I will be taking pictures of the finished Mural for my records and portfolio. I also ask that I sign the piece and put it up on my social media once complete.
 - Preparation: Please prepare your wall or surface by removing any debris, dust, spray down (if outdoors), etc. Patch holes, remove nails, remove outlet covers and make sure furniture is moved out of the way. I am not responsible for anything damaged if not moved.
 - Some Things that I Guarantee; Some Things that I Don't: You are hiring me because you have seen some of my other work, either in person or on my website. While I am

working on your Mural, I guarantee you that I will give it my full artistic attention and effort. However, as much as I want you to be happy with the mural that I paint for you, I cannot and do not guarantee that this will be the case due to it being Art. Once I am finished with the Mural, as described above, you will owe me the balance due, without reduction or contingencies in case it does not turn out exactly as you anticipated. By signing below, you represent that you have read this contract and agree to all of the terms.

Client signature

Summer DeSalvo
Summer DeSalvo

Date

9/3/25
Date

*Payments can be made by: Cash, Card, Check, Zelle, or Venmo

*Make checks payable to Summer DeSalvo and sent to **27031 Forest Park Ave, Bonita Springs FL 34135**

*All credit card transactions require 3.5% tax

Deposit

1/3 of total due with this signed contract

Total for project \$ 8000

Deposit due now \$ 2667

(Circle form of payment)

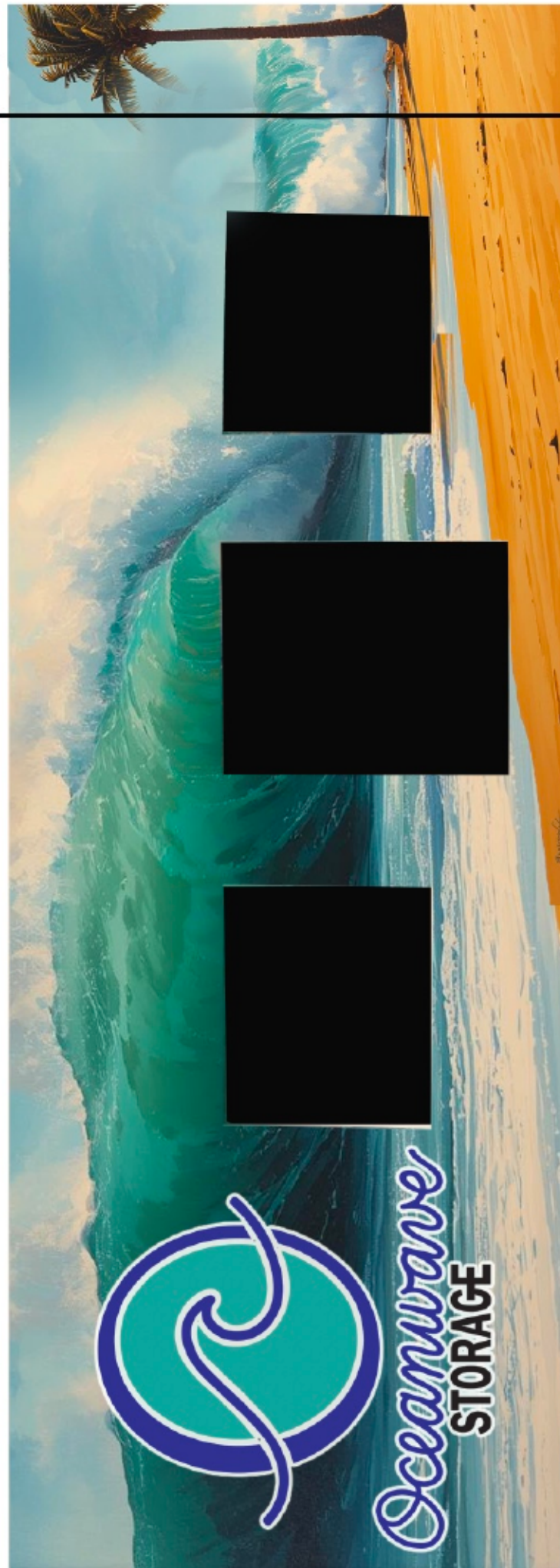
CASH CHECK ZELLE VENMO CARD

Sign (Client) _____

Sign (Artist) _____

Date 9/3/25

SIDE WALL







Other Proposals

- Nova Studios
- Juvy Studios



Estimate

DATE: August 12, 2025
 Phone 407-591-0486
 novastudiosfl@gmail.com

TO: Amy Dvorak

SALESPERSON		JOB	PAYMENT TERMS	DUE DATE
QTY	DESCRIPTION	PRIC E per SQ/ FT	LINE TOTAL	
	Cocoa Beach FL, 32931 650 sq/ft Wave Design on exterior wall including "Oceanwave Storage " including commercial Logo  20 sq/ft (simple design solid 2-d design) 35sq/ft (realistic wave design)	\$20 x Sq/ ft -- \$30 x sq/ ft	\$13,000 \$ 19,500	

	Materials/ a	n/		
			SUBTOTAL	\$n/a
			SALES TAX	n/a
			TOTAL	n/a

Thank you for your business!



Muralist

32168

Sign
up
as a
pro

Plan

Team

Inbox

AD

Thumbtack > See more pros > Juvy Studios LLC - Murals & Signs



Juvy Studios LLC - Murals & Signs

Exceptional 5.0 ★ (5)

Exceptional 5.0 (5)

Share

About Services Photos Reviews Credentials

About

Hey I'm Juvy! Visual artist, illustrator, graphic designer, and public artist. I run a one person creative studio dedicated to hand-painted signs & murals. My mission is to create unique and beautiful works of art that enrich the spaces where people live, work, and play. Essentially brightening lives one mural at a time! I treat every project as if it were my own, and give it 110%. Each artwork is one of a kind from your idea or sketch into a painted masterpiece. My average mural rate is \$20 per square foot, but projects vary on complexity and type of wall surface. Contact me today for a free quote.

Overview

- Hired 2 times
- Serves Cocoa Beach, FL
- Background checked
- 1 employee
- 1 year in business

Business hours

This pro hasn't listed their business hours.

\$50/On-site estimate

Latest message:

You: Thank you for the response. However, we will be going with another...

Message pro

How was working with this pro?



Terrible Poor Average Good Excellent

Selection of Chosen Muralist

The Commercial Visual Improvement Grant application for the proposed artistic mural includes a proposal from our selected muralist, chosen for their unique alignment with the project's requirements. The mural demands specialized artistic skills, a distinct creative vision, and proven experience in large-scale public art installations. After a thorough evaluation process, we selected this muralist because their expertise, portfolio, and collaborative approach best match the aesthetic and community objectives outlined by the Cocoa Beach Community Redevelopment Agency.

We contacted two other muralists to obtain additional proposals. However, their quotes were significantly more expensive, and they showed less willingness to collaborate on refining the mural concept to align with the project's cultural and visual goals. This prompted us to continue our search until we found our chosen muralist, whose demonstrated history of creating high-quality murals in similar contexts, combined with their cooperative spirit and competitive pricing, made them the ideal candidate. Their style and vision perfectly reflect the community's aspirations for this project.

We believe the selected muralist offers the best value and outcome for the project, delivering artistic excellence while meeting the goals of the grant program.

Schedule of Project Improvement

We anticipate starting the mural project in mid-November, or as soon as our grant request is approved. The artist estimates that this project will take three days of good weather to complete.

ATTACHMENT "5"

CVIP Real Property Owner Consent

STATE OF FLORIDA
COUNTY OF BREVARD

I, Daniel Dvorak, owner and/or authorized representative of 124 S Orlando LLC, also commonly known as 124 S Orlando hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Oceanwave Storage, the tenant and/or business owner.

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

DATE this 11 day of September 2025 Authorized Signature: [Signature]

The foregoing instrument was acknowledged before me via physical presence ☒ or online notarization ☐ this 11th day of September 2025 by Nerissa Tardif (name of person acknowledging).

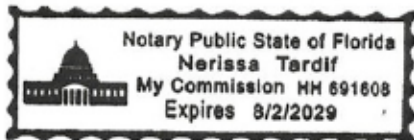
Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

NOTARY SEAL:

Nerissa Tardif
Notary Public, State of Florida

My commission expires: 08/02/2029



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

BUSINESS TAX RECEIPT

Expires: September 30, 2026



Business Name : Oceanwave Storage LLC

Location addr : 124 ORLANDO AV S

Lic Nbr/Class : BTR-25-346

Issue date : September 8, 2025

Lic Fee : \$83.50

Total : \$93.50

Category : Real Estate

Comments :

State License : N/A

Oceanwave Storage LLC
1625 Yount Dr
Merritt Island, FL 32952

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

Official document, display business tax receipt in a conspicuous place

2

+This instrument prepared by
and please return to:

Edward L. Stahley, Esq.
150-D Fortenberry Road
Merritt Island, FL 32952

Property Appraiser's Parcel
I.D. No.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed the 15th day of FEBRUARY, 2024, between DANIEL J. DVORAK and AMY M. DVORAK as Co-Trustees of the DVORAK FAMILY TRUST DATED APRIL 20, 2005, whose address is 1625 Yount Drive, Merritt Island, FL 32952, first party, to 124 S ORLANDO LLC, a Florida Limited Liability Company, whose address is 1625 Yount Drive, Merritt Island, FL 32952, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second parties, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of BREVARD, State of Florida, to-wit:

Lot Three (3), Block Thirty-four (34), COCOA BEACH, according to the Plat of said subdivision, recorded in Plat Book 3, Page 54, Public Records of Brevard County, Florida.

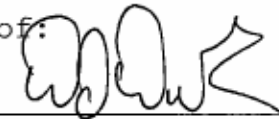
THE PARTIES HERETO ACKNOWLEDGE THAT THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF ANY TITLE SEARCH OR TITLE INFORMATION.

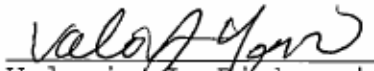
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

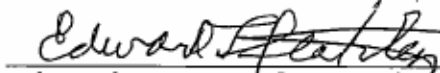
IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

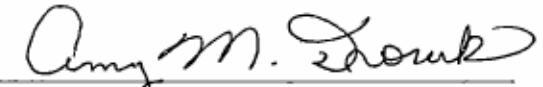
Signed, sealed and delivered in presence of:

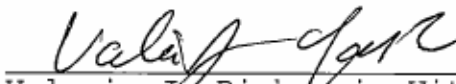

Edward L. Stahley, Witness
1819 Hudson Drive
Merritt Island, FL 32952


DANIEL J. DVORAK, as Trustee
of the DVORAK FAMILY TRUST
dated April 20, 2005
1625 Yount Drive
Merritt Island, FL 32952


Valerie J. Righenzi, Witness
2195 Windsor Drive
Merritt Island, FL 32952


Edward L. Stahley, Witness
1819 Hudson Drive
Merritt Island, FL 32952


AMY M. DVORAK, as Trustee
of the DVORAK FAMILY TRUST
dated April 20, 2005
1625 Yount Drive
Merritt Island, FL 32952

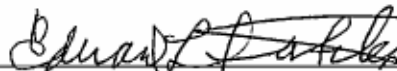

Valerie J. Righenzi, Witness
2195 Windsor Drive
Merritt Island, FL 32952

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of
{X} physical presence or { } online notarization, this 15 day of
FEBRUARY, 2024, by DANIEL J. DVORAK and AMY M. DVORAK
as Co-Trustees of the DVORAK FAMILY TRUST DATED APRIL 20, 2005, who
are personally known to me or has produced
as identification.



EDWARD L. STAHLEY
Commission # HH 335111
Expires March 22, 2027


Edward L. Stahley
Notary Public-State of Florida

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Oceanwave Storage LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 1625 Yount Dr		Requester's name and address (optional)
6 City, state, and ZIP code Merritt Island, FL 32952		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
3	9	-	2	3	5	6	6	8	6	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 9/8/25
------------------	--	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Dan Dvorak, herin referred to as GRANTEE and 124 S Orlando Ave, herin referred to as "Property Owner"; located at 124 S Orlando Ave, Cocoa Beach FL, 32931.

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 124 S Orlando Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-15-01-34-3, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

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

incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

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

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Four Thousand Dollars (\$ 4,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA

for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

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

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

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

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

DRIFT HOUSE @ 350 N. ORLANDO
AVE



**Community Redevelopment Agency (CRA)
Commercial Visual Improvement
Program Overview**

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

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

PROGRAM DETAILS

- Designed to help reduce urban blight.
- Helps bring properties up to City code standards.
- Provides financial assistance for exterior improvements ONLY. (For example interior improvements are not eligible).
- Property improvements already completed or already begun are not eligible for reimbursement. Materials for the improvements already purchased are also not subject to reimbursement. Please wait until a grant is formally approved by the CRA Board before expending funds for which you wish reimbursement.
- Reimbursement of up to 50 percent of costs — up to a maximum CRA contribution of \$25,000 of a project's renovation/upgrade/construction costs.
- All applications provided to the CRA Administrator must be approved by the CRA Board for approval. Only completed applications, including all supporting documentation, will be accepted and presented to the CRA Board.
- Owner must pay for soft costs, (including architect, engineer, permitting, etc.) These costs are not reimbursable.
- CRA funding is available annually by fiscal year budget cycle. The city will begin accepting applications for this program on October 1st of each year. Applications for funding may be made only from October 1st to January 1st of each fiscal year. After January 1st, further applications for that fiscal year will no longer be accepted due to budget constraints and timing of project scope.
- Funds will be allocated at the sole reasonable discretion of the CRA Board. Only one grant award per property (based on Tax ID number) shall be allowed in any one fiscal year. Factors which shall be considered in the award of grants shall include, but not be limited to:
 - I) the order of requests (get your request in early);
 - II) availability of funds;
 - III) the impact of the improvement on the overall look of the CRA area; and
 - IV) whether grants have been previously awarded for that property in previous fiscal

years with the intent being to spread grants throughout the CRA properties and not to award additional grants for properties that have already received CRA grants to the detriment of grant applications submitted to benefit properties that have not already received CRA grants in previous fiscal years.

TIME FRAME:

- Application process takes approximately 30 calendar days once all necessary documents and materials are received from the applicant. Then the application will be presented to the CRA Board for final approval.
- Reimbursement of funds takes approximately 30 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, ("funding paperwork") are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)
- Project must be completed and all funding paperwork presented and reimbursement requested and disbursed by September 1 of the same fiscal year as when approved.
- Final grant amounts will be determined within 30 days after the project is deemed complete by CRA staff.

REQUIREMENTS:

- To be eligible, the property must be located within the Community Redevelopment Area. It also must be zoned TC-Town center or CR-Cottage Row.
- The property must be commercial (non-residential) or mixed-use. Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- The improvements must be visible from a street, or public right-of-way.
- The property, property owner and applicant must be free of all judgement liens and all mortgage and property tax obligations must be current.
- No residential uses are eligible for this program.
- Work must result in a combination of exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; landscaping improvements, stormwater improvements, and any external improvements required to bring a building/property up to code.
- All improvements must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA.
- Professional consulting services provided by General Contractors, Engineers, Architects, and Design Consultants must be licensed in the State of Florida, as applicable, but their fees are not reimbursable.
- Demolition of obsolete structures or signage improvements may be considered for funding when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not qualify unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties that are not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses not in compliance with current zoning ordinances of the City of Cocoa Beach.

APPLICANT/PROPERTY OWNER REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills, liens, or debts to the City of Cocoa Beach or the CRA.
- No currently active code enforcement cases against the property.
- Show proof of a current City of Cocoa Beach Business Tax Receipt for both the property owner and tenant, as applicable.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If a tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Board meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.
- Receive CRA Board approval before beginning work. Costs for any work started prior to this approval will not be eligible for reimbursement.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. The CRA reserves the right to refuse payment for any change orders not authorized by the CRA Board prior to construction commencement or for any work not specifically approved by the CRA Board.
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

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

- All documents signed by owner or tenant applicant. Corporate entity must show person has the authority to sign for the corporation.
- List of proposed improvements with estimated project costs.
- Notarized & signed CVIP Real Property Owner Consent form. (Landlord completes if property is not owned by the applicant).
- Copy of current City of Cocoa Beach Business Tax Receipt for property owner and tenant, as applicable.
- Copy of property owner's deed.
- If a tenant, lease with at least five years occupancy remaining.
- Landlord's current tenant list or leasing plan, if applicable.
- Completed W-9 form.
- All applicable contractor bids.

- High-quality “before” images of property from all sides/angles.
- High-quality images of renderings of proposed project.
- Three written contractor bids for all work being done or justification for why only one or two bids submitted.

2. Project Description

Project Name: [illegible]

Project Location: [illegible]

Project Description: [illegible]

Project Budget: [illegible]

Project Status: [illegible]

Project Owner: [illegible]

Project Date: [illegible]

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

APPLICANT INFORMATION

Applicant's Name: CHEVNE DEAN
Applicant's Corporate Name: LAND AND SEA SURF, LLC DBA DRIFT HOUSE
Applicant's Business Address: 350 N. ORLANDO AVE COCOA BEACH FL 32931
Name of Business at Project Address: DRIFT HOUSE
City of Cocoa Beach Business Tax Receipt #: BTR-20-488
Federal Tax ID Number or Social Security #: 47-4497713
Applicant Phone #: 321 613 3240 Business Phone #: 321 613 4043
Applicant Email Address: CHEVNE@DRIFTHOUSE.COM

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

☐ Owner or ☒ Tenant

PROPERTY INFORMATION

Property Owner's Name: TEAM XYZ, LLC
Property Owner's Mailing Address: 358 N. ORLANDO AVE COCOA BEACH FL 32931
Property Address: 350 N. ORLANDO AVE COCOA BEACH FL 32931

Alt Number(s): _____

Name of Tenant(s): LAND AND SEA SURF, LLC DBA DRIFT HOUSE

Lease Expiration Date: 7/1/2031 Option to Extend: ☒ Yes ☐ No How Long: _____ Years

Property Manager: OWNER/JENN Phone: 1205 4782689 Email: _____

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

Total Applicant Funds: \$100,000 Total Anticipated Grant Request: \$25,000

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

- NEW ROADSIDE SIGNAGE, UP TO CURRENT CODE WITH L.E.D. DISPLAY
- REPAIR + REPAINT BROKEN FENCING ALONG SOUTH SIDE OF PARKING LOT
- REMOVE / REPLACE CORRODED WOOD FACIA ON FRONT OF BUILDING WITH CORROSION RESISTANT OPTION
- ADD LIGHTING TO PARKING LOT

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

WOOD ROT THROUGHOUT OUR ROAD SIGN WITH METAL PARTS RUSTED OUT, FENCING IS BROKEN AND FADED. STOREFRONT WOOD FACIA IS ROTTED AND FALLING OFF, AS WELL AS FADED FROM SUN AND SALT. BUILDING ROOF FACIA IS FADED AND SHOWS EXTREME WEATHERING.

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

LIKE MANY OF OUR NEIGHBORING LOCAL BUSINESSES, WE ARE NOT SEEING HUGE INCREASES IN INCOME TO DEVOTE TO THESE NECESSARY AND OVERDUE REPAIRS AND UPGRADES. OUR PROJECT ESTIMATES BETWEEN \$60 - 75K AND A CITY GRANT WOULD MAKE THIS MUCH MORE ATTAINABLE.

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

OUR SOLE FOCUS TO REPAIR AND IMPROVE THE FRONT OF OUR BUSINESS IS TO USE MAINTENANCE-FREE OPTIONS THAT ARE DESIGNED FOR USE IN OUR CORROSIVE ENVIRONMENT.

5. Current Number of Employees: Full-Time 7 Part-Time 3 Contract 0
 Number of Employees (Post Project Completion) Full-Time 7 Part-Time 3
 Contract 0

TOTAL PROJECT BUDGET (Estimated)

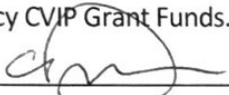
Use of Funds (Activity)	Source of Funds	Estimated Cost
NEW ROADSIDE SIGN	BANK LOAN	\$ 28,000 - 33,000
REPAIR, REPAINT	BANK LOAN	\$ 32,000
		\$
		\$
		\$
		\$
		\$
Total Project Budget	\$ 65,000 BANK LOAN	\$ 65,000

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

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

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work or materials, which have been commenced or purchased prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started, or materials purchased, prior to the approval of the grant and the execution of the Agreement shall be the Applicant's responsibility and no funding will be granted towards that work or materials. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.



Signature of Applicant

9/8/25
Date

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me via physical presence ☒ or online notarization this 8 day of September, 2025, by Chayne Dean (name of person acknowledging).

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced



Nicholas A. LaSpina Jr.
Comm.: HH 706134
Expires: Aug. 7, 2029
Notary Public - State of Florida



ATTACHMENT "5"

CVIP Real Property Owner Consent

STATE OF FLORIDA
COUNTY OF BREVARD

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

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

DATE this 8th day of September. Authorized Signature: Jennifer M. Meacham

The foregoing instrument was acknowledged before me via physical presence ☒ or online notarization ☐ this 8 day of September, 2025, by Jennifer Meacham (name of person acknowledging).

Personally Known ☐ OR Produced Identification ☒
Type of Identification Produced FL DRIVERS LICENSE

NOTARY SEAL:

[Signature]
Notary Public, State of Florida



Nicholas A. LaSpina Jr.
Comm.: HH 706134
Expires: Aug. 7, 2029
Notary Public - State of Florida

My commission expires: 08/07/29

DRIFT HOUSE
350 N ORLANDO AVE.
COCOA BEACH, FL

ID SECTION:
18" DEEP FABRICATED ALUMINUM CABINET WITH
INTERNAL ALUMINUM ANGLE FRAME CONSTRUCTION
"DRIFT HOUSE" COPY AND LOGO SILHOUETTES
COMPUTER ROUTED OUT OF 1/8" THICK ALUMINUM
BACKGROUNDS
ROUTED OPENINGS BACKED WITH 3/16" THICK
TRANSLUCENT FLAT WHITE ACRYLIC
ACRYLIC TO HAVE TRANSLUCENT APPLIED
VINYL OVERLAYS

ILLUMINATION:
ROUTED OUT SECTION IN ID CABINET BACK LIT
WITH INTERNAL WHITE "LED" LIGHTING

MESSAGE UNIT:
DISPLAY TO BE A SINGLE SIDED "WATCHFIRE"
2'x5' (VIEWABLE AREA) FULL COLOR, RGB
LED DISPLAY TO HAVE ALUMINUM ANGLE
BOX FRAME AND TO BE MOUNTED TO
VERTICAL STEEL SUPPORT POLE

POLE COVER:
DIMENSIONAL POLE COVER FABRICATED OUT
OF 1/8" THICK ALUMINUM SHEET WITH INTERNAL
ALUMINUM ANGLE FRAME WELDED
CONSTRUCTION, PREPPED AND WRAPPED IN
HIGHGRADE "CONTROLTAC" DIGITALLY PRINTED
MULTICOLORED VINYL DECORATION

INSTALLATION:
SIGN INSTALLED ON SINGLE VERTICAL STEEL
SUPPORT POLE WITH DIRECT BURIAL
CONCRETE FOUNDATION

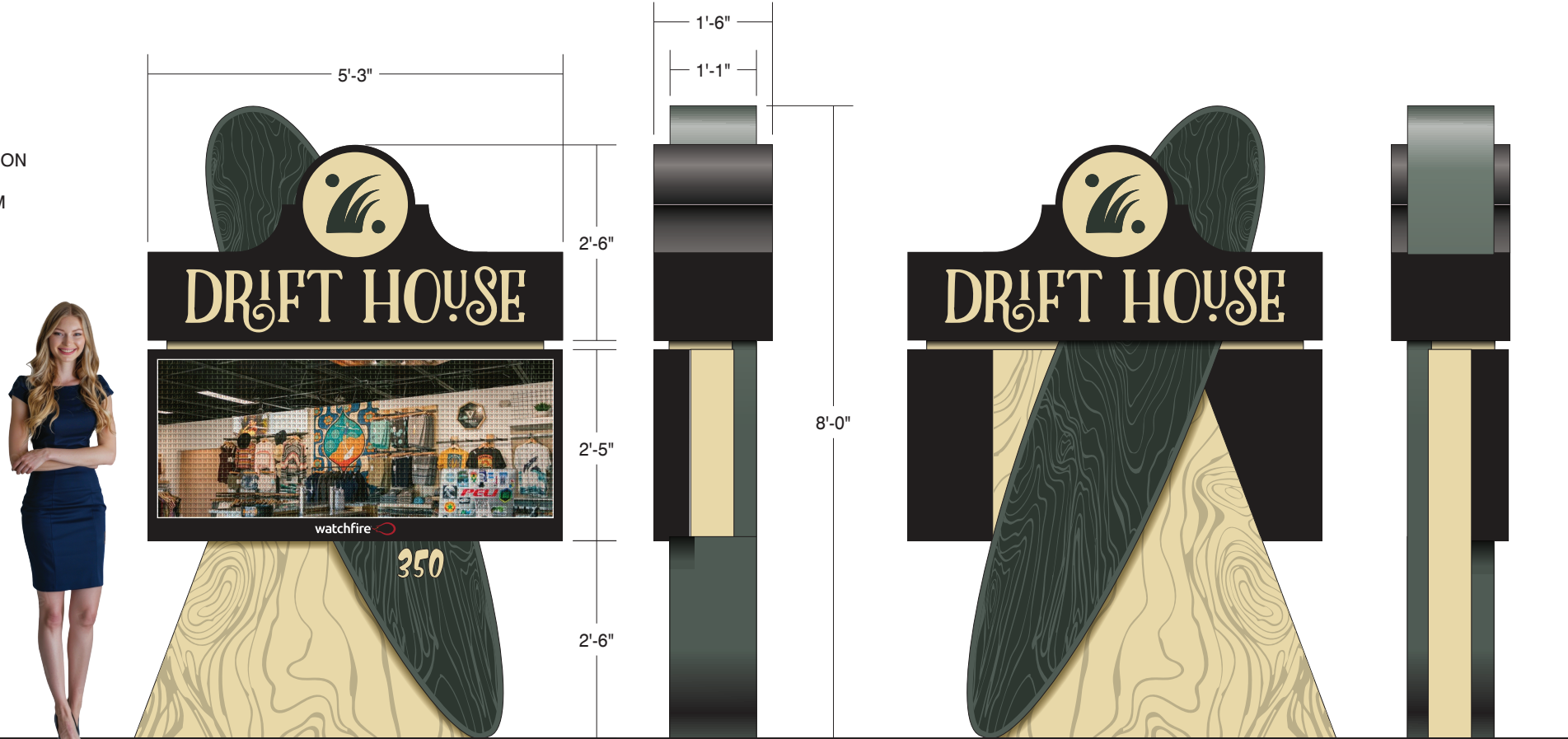
NOTE: EXISTING SIGN SUPPORT STRUCTURE
AND FOUNDATION TO BE REMOVED AND REPLACE
WITH NEW SIGN, SUPPORT POLE AND FOUNDATION

IF EXISTING SUPPORT POLE AND FOUNDATION TO
BE USED IF IN GOOD CONDITION



Art-Kraft Sign Company, Inc.

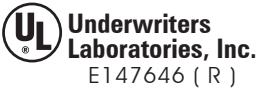
2675 Kirby Circle N.E. Palm Bay Fl., 32905 (321) 727-7324 FAX (321) 951-2466



FRONT (NORTH FACING SIDE)

BACK (SOUTH FACING SIDE)

- BLACK SEMI-GLOSS (CABINET)
- DK. GREEN (BOARD) #2f3731
- ACCENT GRAIN (BOARD) #4f5b53
- IVORY (COVER) #e8d9a9
- ACCENT GRAIN (COVER) #baae88



Celebrating 57 years of Quality
Manufacturing and Service

ORIGINAL DESIGN NO. 00000

ART-KRAFT SIGN COMPANY IS NOT RESPONSIBLE FOR PRIMARY ELECTRICAL HOOK-UP OF SIGN

CUSTOMER DRIFT HOUSE			DESIGN NO. 48297	CUSTOMER APPROVAL	DATE
SALES REP. AMANDA A.	DESIGNER WAYNE	SCALE AS SHOWN	DATE 9 - 26 - 25		

www.Art-Kraft.com
ArtKraftSigns



Art-Kraft Sign Company, Inc.

PROPOSAL

QUALITY SIGNAGE SINCE 1968

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

WWW.ART-KRAFT.COM

PH: 321.727.7324

Proposal Submitted To

DRIFT HOUSE
350 N ORLANDO AVE.
COCOA BEACH, FL

Job Name & Location

DRIFT HOUSE
350 N ORLANDO AVE.
COCOA BEACH, FL

Contact Name

Cheyne Dean

Phone

(321) 501-4804

Cell

E-Mail

cheyne@drifthouse.com

Design Number(s)

48297, 48317-48318

Date

09/30/25

Sales Rep

Amanda Armstrong

Designer

Wayne Mills

Project Number (IF APPLICABLE)

Invoicing Contact Name (IF APPLICABLE)

Invoicing Contact E-Mail (IF APPLICABLE)

P.O. Number (IF APPLICABLE)

Sub Total

\$1,019.00

Sales Tax (7.0%)

\$71.33

☐ Tax Exempt
FORM REQUIRED

Proposed Cost

\$1,090.33

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

50% Req. Deposit

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

AKS Rep. Name Amanda Armstrong

AKS Representative Signature x

Amanda Armstrong

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

Design #48297

Remove and dispose of existing signage, footer and support pole. Furnish and install the following:

- (1) New steel support pole in structurally engineered foundation / thru parking lot.
- (1) double sided main ID cabinet
- (1) decorative structure fabricated with heavy gauge aluminum angle frame and aluminum sheet with digitally printed graphics
- (1) single sided EMC (options below for resolutions)
 - 6mm RESOLUTION - Price: \$26,941.86 + \$1,885.93 tax = \$28,827.79
(Approx. 565.00 per month for sixty (60) months)

10mm RESOLUTION - Price: \$23,976.19 + \$1,678.33 tax = \$25,654.52 p
(Approx. 505.00 per month for sixty (60) months)

Design #48317

Remove existing sign faces – Furnish and install the following:

- (2) 7' x 6' pan-formed faces with digitally printed graphics
- Remove all existing illuminations and install new LED internal illumination
- Changeable copy faces to remain
- Repaint existing sign cabinet
- with 6mm RESOLUTION - \$22,387.14 + \$1,567.10 tax = \$23,954.24
(Approx. 440.00 per month for sixty (60) months)
- with 10mm RESOLUTION - \$19,255.55 + \$1,347.89 tax = \$20,603.44
(Approx.375.00 per month for sixty (60) months)

Design# 43818

Remove existing sign faces – Furnish and install the following:

- (2) 7' x 6' pan-formed faces with digitally printed graphics
- Remove all existing illuminations and install new LED internal illumination
- Changeable copy faces to remain
- New faces if desired – (36" x 72" x 3/16") with three (3) lines of 8" copy and z track - \$1,019 + \$71.33 tax = \$1,090.33
- One (1) set of 100-piece letterset to be provided – Letters have thick acrylic
- Repaint existing sign cabinet
- Price : \$5,758.00 + \$403.06 tax = \$6,161.06

Notes: Primary Electrical to signs by others, not included in scope.
Permitting to be at AKS cost, plus cost to obtain, Engineering at cost.

All Major
Credit Cards
Accepted

Subject to 3.5% Service Fee



PERMITTING AND ENGINEERING FEES BILLED AS EXTRA AT AKS COST PLUS COST TO OBTAIN

PRIMARY ELECTRICAL CONNECTION and/or PRIMARY ELECTRICAL PERMIT PROVIDED BY OTHERS.

Terms and Conditions: By signing this proposal form, the client agrees to enter into a legally binding contract with Art-Kraft Sign Company, Inc. ("Company") for the services described in this proposal. The client acknowledges that they have read, understood, and agreed to these terms and conditions. **Scope of Work:** Art-Kraft Sign Company, Inc. agrees to provide the product as shown on reflected drawing # and specified. **Payment Terms:** The client shall pay Art-Kraft Sign Company, Inc. the total cost as outlined in the payment schedule provided above. Cost does not include any additional unforeseen circumstances, site issues, re-manufacturing (unless covered by warranty) extra trips to site, and any additional resources not outlined above. ALL ADDITIONAL COSTS NOT OUTLINED ABOVE WILL BE OUTLINED AND APPROVED PRIOR TO COMPLETION OF SCOPE AND BILLING. Proposed and Accepted cost subject to change due to economical impacts at anytime without notice. **INVOICED COST DUE AT TIME OF INSTALLATION. PERMIT FINAL INSPECTIONS DO NOT CONSTITUTE A DELAY. Intellectual Property:** All intellectual property rights, including copyrights and trademarks, associated with the work produced by Art-Kraft Sign Company, Inc. shall remain the sole property of the Company unless otherwise specified in writing. **Confidentiality:** Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the project. This obligation shall continue even after the termination of the agreement. **Termination:** Either party may terminate the agreement in writing for any reason. In the event of termination, the client shall be responsible for paying for services rendered up to the termination date - COST TO TERMINATE WILL BE DETERMINED BY AKS. **Limitation of Liability:** Art-Kraft Sign Company, Inc.'s liability for any claims arising from the services provided shall be limited to the total amount paid by the client under this agreement. The Company shall not be liable for any indirect, incidental, or consequential damages. **Governing Law and Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the United States. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the 18th Judicial Circuit Courts located in Brevard County, FL. **Entire Agreement:** This proposal form, along with any attachments or addenda, constitutes the entire agreement between Art-Kraft Sign Company, Inc. and the client, superseding any prior agreements or understandings.

Digital Signature Disclaimer: Art-Kraft Sign Company, Inc. acknowledges and accepts digital signatures in accordance with the Florida Uniform Electronic Transaction Act (F.S. 668.50-668.56). By providing a digital signature on any document related to this agreement, the signee agrees to the terms set forth at www.art-kraft.com/terms

Customer Signature

X

Type Full Name

Date

Page 67 of 209



DESIGN • FABRICATION • INSTALLATION

PROPOSAL / CONTRACT

Customer: Drift House	Contact: Cheyne Dean
Billing: 350 N Orlando Ave, Cocoa Beach, FL 32931	Phone: (321)501-4804
Jobsite: 350 N Orlando Ave, Cocoa Beach, FL 32931	Email: cheyne@drifthouse.com
Project: Monument Sign w/ 6mm EMC Option A Backsprayed Faces	Date: 9/23/2025

SCOPE OF WORK:

Monument Sign w/ 6mm 3'x6' Electronic Message Center (EMC)

\$26,570.00

Manufacture and install one (1) double sided, internally illuminated freestanding monument sign with single sided 6mm EMC on one side, 6'-0" x 6'-0", 36sf overall sign area, install at 8' overall sign height. Fabricated aluminum angle frame and skin construction, 3/16" pan formed clear acrylic faces with backsprayed (painted) graphics/copy, internally illuminated with white LED's. Sign base to be fabricated aluminum with 1/2" thick routed acrylic flat cut out (FCO) numbers "350" stud mounted flush to base. Electronic Message Center (EMC) to be single sided on North side of sign, borderless design (edge to edge) 3'-0" x 6'-0", 18sf active viewing area, 6mm pixel pitch, full color (RGB) LED's, 144x288 pixel matrix, 41,472 pixel count, wireless communication and cloud based software. All primed and painted acrylic polyurethane enamel. Install sign on new steel support pole in direct embedded concrete foundation. Includes hookup to existing (or new by other) electrical circuit within 6ft of sign if available at time of install. New sign location to be adjacent to existing sign location with 5ft setback from property line. Remove existing sign, haul off and dispose, cut support pole at grade and backfill with dirt, does not include excavation/removal or existing sign footer.

EMC Includes Five (5) Year Parts & Onsite Labor Warranty.

Bollards

\$2,875.00

Manufacture and install two (2) concrete filled 6in aluminum bollards, 48" tall. Painted safety yellow. Install in direct embedded concrete footers on either side of new monument sign.

NOTES:

Sign electrical requirements 120-240v compatible, one (1) dedicated 20amp circuit for EMC (constant power), one (1) 20amp circuit for main ID LED illuminated portion to be connected to customer lighting timer or photo sensor. If new timer required to be supplied and installed by others. Includes hookup to existing electric or new supplied by others within 6ft of sign location if available at time of sign installation.

Permit acquisition

\$350.00

Engineering

\$200.00

Actual permit fee from the city or county billed at cost upon completion - TBD

Sales Tax: \$2,061.15

3% fee applied to credit card transactions.

50% Deposit: \$16,028.08

Total: \$32,056.15

RESPECTFULLY SUBMITTED BY:

Marshall Stanton

E-MAIL:

marshall@kendalsigns.com

Terms and Conditions: A deposit of 50% of the total is due upon acceptance of job. Any job that includes an electronic message center is subject to a 60% deposit. Balance due upon installation. Any payments not received in a timely manner by Kendal Signs, shall bear interest from the due date at the rate of 18% per annum, with a \$50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Client's failure to submit prompt final payment following installation as per plan shall constitute default. The client / buyer agrees to pay all cost in the event of default of payment by the client / buyer, including reasonable attorney's fees. The client / buyer hereby grants Kendal Signs the right of entry into and on the property of the client / buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage.

Notes: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon crew's arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (ex: coquina, rock, large roots, water, pipes, etc.) or fascia's (ex: steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and / or overall appearance. **Pricing is valid for 60 days from date listed on proposal.**

Product Warranty: Kendal Signs' standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE

PRINTED NAME

SIGNATURE

580 Gus Hipp Blvd., Rockledge, FL 32955

(321) 636-5116

www.kendalsigns.com

DOUBLE-SIDED MONUMENT

JOB SPECIFICATIONS:

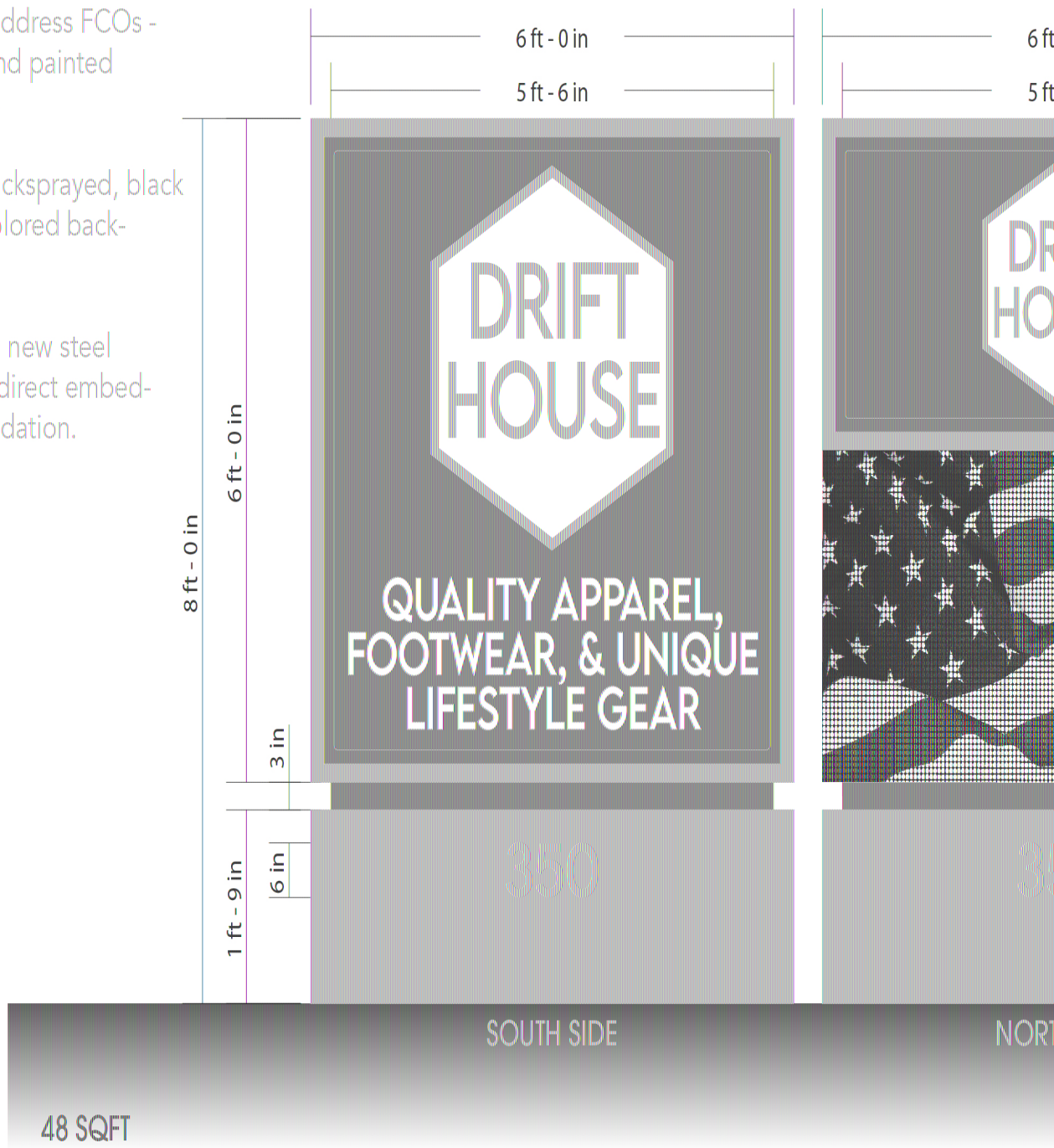
Remove existing sign. Cut support pole at grade and backfill with concrete.

Manufacture & install One (1) new monument sign with backsprayed (painted) pan-formed LED-illuminated main ID faces and a single-sided 6mm 3' X 8' EMC.

Fabricated aluminum base with 1/2" thick acrylic address FCOs - all to be primed and painted designated colors.

Pan faces to be backsprayed, black and white logo, colored background.

Install new sign on new steel support pole into direct embedded concrete foundation.



COLOR SCHEDULE	
	PAINT BLACK
	PAINT WHITE
	PAINT MP 9910 "OLIVACEOUS"
	PAINT SW 6150 "UNIVERSAL KHAKI"

580 GUS HIPP BLVD. ROCKLEDGE, FL 32955 TEL: 321-636-5116 FAX: 321-636-0402

SIGNAT

kendalSIGNS
DESIGN • FABRICATION • INSTALLATION

Customer: Drift House

Address: 350 N Orlando Ave., Cocoa Beach, FL 32931

Designer: REAGAN Sales: Marshall Date: 9-23-25

File Name: Drift House New Monument

LISTED
MET
Complies With
UL 48

THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF KENDAL SIGNS, INC., ROCKLEDGE, FLORIDA. IT MAY NOT BE COPIED, REPRODUCED, MARKETING, SOLD OR MANUFACTURED, IN OR IN PART

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT made the 1 day of October, 2020 (the "Effective Date"), by and between Land and Sea Surf, LLC whose mailing address is 205 2nd Street N #101 Cocoa Beach FL 32931 ("Landlord"), and Land and Sea Surf, LLC a Florida Limited Liability Company, joined by Jesse Aaron Hunter whose mailing address is 205 2nd Street N #101 Cocoa Beach FL 32931 And Cheyne James Dean 746 S Orlando Ave #604 Cocoa Beach FL 32931 ("Tenant").

WITNESSETH:

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

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

1. **DEMISED PREMISES**: Landlord hereby rents and demises to Tenant, and Tenant hereby hires, leases and takes from Landlord the ground floor of the building situated at and on that certain real property situated in Brevard County, Florida, with a street address of 350 N Orlando Ave., Cocoa Beach, FL 32931 ("demised premises" or "leased premises"), being a certain portion (but not all) of the property legally described as:

Lot 7, Block 104, Cocoa Beach, according to the Plat thereof, recorded in Plat Book 9, Page 18 Public Records of Brevard County, Florida.

2. **COMMENCEMENT DATE**: July 1, 2020 (the "Commencement Date").

3. **TERM**: The term of this Lease shall be for one (5) year term commencing on the Commencement Date.

4. **RENTAL**:

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

(1) The base rent payments shall commence July 1, 2020 being the **Commencement Date**. In the five (5) year term of this lease, the rent shall be in the **amount of \$3,500.00 per month annualized in the amount of FORTY TWO THOUSAND**

AND NO/100TH DOLLARS (\$42,000.00) which shall be referred to as the "Base Monthly Rent." The Base Monthly Rent, plus sales tax (which shall be Tenant's sole responsibility and currently State of Florida sales tax is 0% per month, plus Brevard County's additional sales tax currently 0% and these figures will change from time to time in accordance with County and State of Florida Sales Tax Rates), shall be payable to Landlord and to the State of Florida on or before the 5th day of each month, in the amount set forth below:

Base Monthly Rent	\$ 2,500.00
Sales tax (0%)	\$ 0
Monthly CAM (estimated)	700.00
Total	\$ 4200.00

Commencing 01/01/2021, Base Monthly Rent will escalate by three percent (3%) annually as set forth in paragraph 5, Rent Escalation, below.

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

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

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

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

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

(7) **Casualty Insurance.** Throughout the Lease Term, Tenant shall keep or cause to be kept insurance against loss or damage by fire, explosion, vandalism, malicious mischief, wind and all other hazards customarily included in an all-risk extended coverage insurance policy in an amount equal to the full replacement cost of the premises

and other related improvements. Tenant covenants that any proceeds from the aforementioned casualty insurance policy shall be used to rebuild or restore the Premises. The insurance policy or policies must name Landlord and Tenant as named insureds.

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

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

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

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

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

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

c. Nothing contained in this agreement shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or of any interest of Landlord in the demised

premises or upon or in the building or improvements thereof; it being agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made to the demised premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Landlord nor the demised premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work or material furnished to the demised premises or any part thereof. Tenant shall upon request of Landlord deliver such documents as may be required by Landlord in order to effectuate the lien protection required by this paragraph. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and material to the premises and building or any part thereof. If, because of any act or omission of Tenant, any mechanic's or other lien or order for the payment of money shall be filed against the demised premises or any building or improvement thereof, or against Landlord, (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, within fifteen (15) days after the date of filing thereof, cause the same to be canceled and discharged of record, or furnish Landlord with a surety bond issued by a surety company reasonably satisfactory to Landlord, protecting Landlord from any loss because of nonpayment of such lien claim, and further, shall indemnify and save harmless the Landlord from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney fees, resulting thereupon or by reason thereof.

d. Tenant will not permit any mechanic's lien or liens to be placed on either the premises, equipment or improvements on the premises. If a mechanic's lien is filed on the premises, equipment, or on improvements to the premises, Tenant will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on the premises (including expenses and interest incurred in such amounts) will be due from Tenant to Landlord. Such amount must be repaid to Landlord immediately upon rendition of written notice, along with interest at eighteen (18%) percent annually until repaid in full.

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

f. Tenant agrees to make the improvements in Schedule I (attached). (Schedule I is list of improvements by Tom of Lifestyle Builders)

8. USE OF PREMISES. Tenant shall use the premises as a retail apparel,

accessories, surf sale of related merchandise. Tenant agrees not to sell or rent stand up paddleboards, windsurf boards, kite boards, kites, foils, kayaks and hard goods and accessories related to the sports of stand up paddleboarding, kiteboarding, foiling, kayaking and windsurfing. Tenant also agrees not to rent surf boards, boogie boards, paddle boards, paddles, kayaks or bicycles. Tenant agrees not to sell paddle board eco tours.

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

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

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

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

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

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

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

15. DAMAGES BY FIRE OR CASUALTY AND HAZARD INSURANCE:

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

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

16. ACCESS TO PREMISES/LANDLORD'S EASEMENT: Landlord expressly

reserves for itself and its representatives the following rights:

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

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

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

17. DEFAULT:

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

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

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

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

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

(5) This Lease or any interest herein shall by operation of law evolve

upon or pass to any person or persons other than Tenant; or

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

b. If Tenant shall default as provided for herein, the Landlord may, instead of terminating the Lease, in the alternative, retake possession of the demised premises on the account of the Tenant. No such re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease. The Landlord may re-let the whole or any part of the premises for a period equal to, or greater or less than, the remainder of the term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to re-let the premises, or in the event of such reletting, for failure to collect the rent thereunder. In the event of the Landlord so taking possession for the account of the Tenant, the Landlord may receive the rent for said premises on such reletting, applying the same first to such expenses as the Landlord may be put to in re-entering and reletting the same and then to the payment of the rent due by these presents, and the balance, if any to be paid over to the Tenant, who shall remain liable for any deficiency. It is specifically agreed that among the expenses to which any rent collected by the Landlord for the account of Tenant may be applied are the following:

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

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

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

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

fees, and costs, and fees and costs for appellate proceedings.

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

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

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

22. NOTICES: All notices to be given under the terms of this agreement shall be in writing and shall either be served personally by process server or sent by prepaid, certified or registered mail to the address of the parties set out above.

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

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

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

26. INSURANCE AND DAMAGE TO TENANT'S PROPERTY: All personal property placed or stored in the premises shall be at the risk of the Tenant or the owner thereof, and Tenant assumes all risks of any damage to Tenant's property that may occur

by reason of water or the bursting, obstruction or leaking of any pipes or wastewater about said premises, or from any act of negligence of any co-tenant or other occupants or visitors of or onto the building of which the premises be a part, or of any other person, fire or hurricane, or other act of God, or from any cause whatsoever. Tenant, for its own protection may carry insurance on the personal property owned by Tenant but, in any event, Landlord shall have no obligation to Tenant in this regard.

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

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

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

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

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

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

33. EMINENT DOMAIN: If the whole or any part of the Property shall be taken or condemned by a competent authority for any public or quasi -public use or purpose (or

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

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

35. HAZARDOUS MATERIALS:

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

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

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

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

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

b. In the event Hazardous Materials, including, but not limited to asbestos, are discovered on or about the leased premises (and the presence of Hazardous Materials on the leased premises were not caused by the Tenant) and Tenant reasonably determines that the presence of such Hazardous Materials and/or any remedial actions taken with

respect to such Hazardous Materials will materially interfere with Tenant's use and enjoyment of the leased premises or present a potential health hazard to persons using the leased premises. Tenant may terminate this Lease effective upon the date specified in a written notice from Tenant to Landlord. The foregoing right of termination shall be Tenant's exclusive remedy against Landlord with respect to such Hazardous Materials; provided, however, that nothing contained herein shall diminish or impair the obligations of Landlord under Subparagraph (d) below.

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Signature


Edward Herrera
Print Witness Name

Witness Signature

JAN GIBBS
Print Witness Name

Witness Signature


Gabe Larracas
Print Witness Name

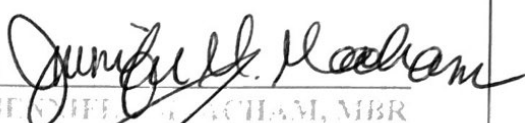
Witness Signature

Print Witness Name
GUARANTY

LANDLORD:

4TEAM XYZ, LLC

By


JONATHAN MEACHAM, MBR

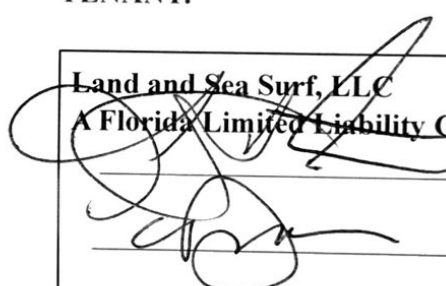
By


JONATHAN MEACHAM, MBR

TENANT:

Land and Sea Surf, LLC

A Florida Limited Liability Company


By: Jesse Aaron Hunter (President) and
By Cheyne James Dean (VP)

FOR GOOD CONSIDERATION, and as an inducement for TEAM XYZ, LLC ("Landlord"), to enter into that certain Commercial Lease Agreement with Land and Sea Surf, LLC a Florida Limited Liability Company ("Tenant"), it is hereby agreed that the undersigned Jesse Aaron Hunter And Cheyne James Dean ("Guarantors") does hereby guaranty to Landlord the prompt, punctual and full payment of all monies now or hereinafter due Landlord from Tenant, and full compliance with all terms and conditions of that certain Commercial Lease Agreement entered into simultaneously with this Guaranty.

Until termination, this guaranty is limited to the performance by Tenant of that certain Commercial Lease Agreement and compliance with all terms and conditions thereof, as to amount, duration, and performance and shall remain in full force and effect until all terms and conditions of the Commercial Lease Agreement are performed in full for 30 months of on time payments.

The obligations of the undersigned shall be at the election of Landlord, shall be primary and not necessarily secondary to the Tenant under that Commercial Lease Agreement.

The guaranty hereunder shall be unconditional and absolute until all performance and sums secured by this guaranty are fully performed and paid.

ESTIMATE

DW Building Solutions LLC
3201 Chica St
Cocoa, FL 32926-3774

daniel@advantage321.com
+1 (321) 302-0392



Bill to

Cheyne/Jesse
Drifthouse
350 N Atlantic Ave
Cocoa Beach, FL 32931

Ship to

Cheyne/Jesse
Drifthouse
350 N Atlantic Ave
Cocoa Beach, FL 32931

Estimate details

Estimate no.: 1017
Estimate date: 09/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Sales	Store front modifications or Repairs. *Replace Front wooden Tongue and Groove with a composite Maintenance free product. *Removal or Repair of planter box. *Repair and repaint fence on south side of parking lot. *Stucco repairs and repaint upper front area with Drifthouse sign. Customer to make paint selection. *Lighting allowance for store front. (\$3,000 allowance) *Install cable railing at edge of front walkway store entrance. **Any required permitting or paperwork will be at customer expense and will be a direct pass thru. Advantage Construction will support as needed for permitting or planning. ***Painting of Parapet upper store front area may require removal of Drifthouse signage, removal to be customer responsibility. ****Reconfiguring the south fence to a horizontal type and painting would be and additional \$3,600.	1	\$29,087.00	\$29,087.00
2.	Sales	Install two parking lot lights. This is an allowance, final price to be determined once final placement and quantity is determined.	1	\$7,500.00	\$7,500.00

*Provide and install LED Lights on 10' poles.
*Includes underground electrical from the existing post and concrete base or footings to support poles.

Total	\$36,587.00
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Note to customer

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

Accepted date	Accepted by
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EAST COAST CONSTRUCTION SD INC

819 N Atlantic Ave • Cocoa Beach, FL 32931-3168 • Phone: 7724131393
License Number CBC1257979
www.eastcoastconstructionsd.com

Team XYZ LLC Cheyne Dean
Phone: 321-501-4804

Job Address:
350 N Orlando Ave.
Cocoa Beach, FL 32931

Print Date: 10-1-2025

DRIFT HOUSE FRONT OF BUILDING REMODEL

PROJECT INCLUDES ALL MATERIALS AND LABOR

PLEASE SEE BELOW OPTIONS ABOVE THE COST OF THIS PROPOSAL.

- 1) AZTEC FACADE: TO PROVIDE AND INSTALL A SOLD COLOR AZTEC FACADE ADD \$7,299.50 TO THIS PROPOSAL.
- 2) 316 POLISHED STAINLESS: TO PROVIDE AND INSTALL A 316 POLISHED STAINLESS CABLE RAILING ADD \$6,245.50 TO THIS PROPOSAL.

GENERAL CONDITIONS

Items	Description	Price
Building Permit	Building permit - Obtaining a building permit for your project. Includes all required inspections and Building department fees.	\$1,542.25
Port o John monthly rental fee	Port o John monthly rental fee Includes Delivery, Weekly Cleaning and Pick up. Location to be discussed and approved by Homeowner prior to delivery.	\$271.25
Dumpster Rental, Delivery and Tonnage Fees	Dumpster, Includes all applicable rent and dump fees. Includes Delivery, Pick-up, Transportation. Includes new mandatory assessed Tonnage fees Location to be discussed and approved by Homeowner prior to delivery.	\$1,395.00
Job Site Daily Cleaning	Jobsite Daily Cleaning Daily broom cleans and yard debris inspections will happen at the end of each work day. At the end of each day the jobsite will be inspected by the site project manager. (No Charge East Coast Will Cover The Cost)	\$0.00

GENERAL CONDITIONS Total:

\$3,208.50

DEMO AND REPAIR FENCE PICKETS

Items	Description	Price
Demolition	Demolish/ Remove 1 Existing wood Facade 2-Damaged Fence Pickets	\$1,798.00
Fence	Provide and Install fence pickets at broken or damaged areas.	\$773.45

DEMO AND REPAIR FENCE PICKETS Total: \$2,571.45

CONCRETE LIGHT POLE PADS

Items	Description	Price
Pole Light Footer Pads	Wind Proof Pole Light Footer Pads - Install rebar and pour new footers for new Light Poles.	\$6,682.50

CONCRETE LIGHT POLE PADS Total: \$6,682.50

STUCCO

Items	Description	Price
Stucco	Stucco Installation. Includes all materials and labor. Match existing finish. 1 - Scratch coat or base coat. Install 3/8 Thick of the scratch coat. 2- Brown Coat. Install brown coat 3/8 Thick over the scratch coat. 3 - Finish Coat. Install the 1/8 Thick Finish Coat over the brown Coat.	\$8,525.00

STUCCO Total: \$8,525.00

PAINTING

Items	Description	Price
Exterior Painting (Front and Fence)	Exterior Painting To Include. Front of Building and Fence. 1-Pressure Clean with anti-mold treatment whole front and fence (Included) 2- Caulk all Windows Doors and lights fixtures, Stucco Bands and Trim with Sherwin Williams Shermax Caulking. 3- Prime w/ Sherwin Williams Loxon Stucco Masonry Conditioner to prevent chalking and All Prime to wood surfaces to prep surface for final coats.	\$6,212.50

Items	Description	Price
	4- Apply 2 coats with Sherwin Williams Latitude Exterior Acrylic Latex Satin, spray, and backtroll.	
Paint Materials (Exterior)	Provide- Sherwin Williams Primer- Loxon/All prime Topcoat - Super Paint Satin Sher-Max Caulking And Misc prep materials.	\$1,702.68

PAINTING Total: \$7,915.18

ELECTRICAL

Items	Description	Price
Electrical Parking lot light pole	Provide and install 3 each 15ft in ground fiberglass black pole LED Black light top-with turtle safeguard Photocell-120VAC.	\$18,367.50
Electrical Install low voltage perimeter lights	Provide and install low voltage perimeter lights 50ft RGBW LED light strips and track. Low voltage dimmer and Low voltage driver 18/2 wiring.	\$18,290.00
6" LED color tunable WIFI light	Electrical - 6" LED color tunable WIFI light. Provide and American Lighting Uses Spectrum App on phone for control Fully dimmable Fully configurable to color	\$2,873.70
Lighting Hub	Install American lighting hub. Wireless hub to be used with LED lights.	\$798.25
Dusk/Dawn Timer Switch	Dusk/Dawn Timer Switch. Includes setup Lighting control.	\$399.13

ELECTRICAL Total: \$40,728.58

FLOORING PATCH

Items	Description	Price
Tile Flooring Patch	Flooring Patch up to 6 broken tiles.	\$928.45

FLOORING PATCH Total: \$928.45

RAILING

Items	Description	Price
Cable Railing	54 Linear Feet Cable Railing 2 separate railings consist of 2x2 square balusters and stainless-steel cables. Complete raw 6061 Aluminum frame. an 8" counter ledge with 1.5" broke and rounded ends all around for drinks or lounging.	\$14,139.97

RAILING Total: \$14,139.97

CUSTOMER DISCOUNT

Items	Description	Price
DISCOUNT 5% OFF FOR PREFERRED CUSTOMERS	EAST COAST CONSTRUCTION SD 5% OFF PROJECT DISCOUNT FOR PREFERRED CUSTOMERS.	-\$4,834.98

CUSTOMER DISCOUNT Total: -\$4,834.98

Total Price: \$79,864.65

WE THE UNDERSIGNED, have read, understand and agree to each of the provisions of this proposal. We also understand that a Renovation Contract will follow this Formal Proposal outlining the entire agreement, general conditions, specifications, allowances, finish schedule and payment draw schedule. The contract document will represent the entire agreement of both parties. This Formal Proposal will be attached to the Renovation Contract and incorporated into it as Exhibit A.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____









...ING- SNEAKERS
& MORE IN STORE
OPEN 11-8



DRIFT
HOUSE

CLOTHING- SNEAKERS
& MORE IN STORE
OPEN 11-8











DRIFT HOUSE

350









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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Land and Sea Surf LLC DBA Drifthouse, herin referred to as GRANTEE and "Property Owner"; located at 350 N Orlando Ave, Cocoa Beach FL, 32931.

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner, Land and Sea Surf LLC DBA Drifthouse, is the owner of the property located at 350 N Orlando Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-DC-104-7, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

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

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

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

B. CRA

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

SECTION 4. ERRORS IN DISBURSEMENT

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

program.

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

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

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

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

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

**CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
October 16, 2025**

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance
2. Invocation by Troy Stanley, Pastor, First Christ Lutheran Church
3. Roll Call

Commission Members Present:

Mayor Keith Capizzi
Commissioner Joshua Jackson
Commissioner Tim Tumulty
Commissioner Jeremy Hutcherson

Commission Members Absent:

Vice-Mayor Skip Williams

Administrative Members Present:

City Attorney Becky Vose
City Manager A.J. Hutson
City Clerk Karin Grooms
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Finance Director Hana Juman
Finance, Ander Hanson
Fire Chief Justin Grimes
Information Technology Tristian Takacs
Leisure Services Andi Segarra
Police Chief/ Assistant City Manager Wes Mullins
Police, Deputy Chief Kris Kuehn
Police, Major Manny Hernandez
Corporal Javier Miranda
Police Officer Jacob Werda
Police Officer Henry Schurig
Water Rec/ Public Works Director Brad Kalsow

CITY COMMISSION MINUTES

October 16, 2025

B. APPROVAL OF THE AGENDA

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. SPECIAL PRESENTATIONS

1. Woman's Club 60th Anniversary Proclamation

Mayor Capizzi read the proclamation and recognized the Woman's Club's 60th anniversary.

The Woman's Club welcomed everyone to the country club and noted a gala in April.

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

Chief Wes Mullins, Assistant City Manager; Fire Chief Justin Grimes; and Deputy Police Chief Kris Kuehn recognized three officers for exceptional service, as they went above and beyond the scope of duty. Chief Mullins explained that Corporal Javier Miranda, Officer Jacob Werda and Officer Henry Schurig, encountered a young mother and her child on a park bench late at night. The officers were able to secure a room for the mother and child for the evening and coordinated with Community Paramedic Coordinator Sherry Mahaffey from the Fire Department to ensure the family received the assistance they needed.

Chief Grimes highlighted the vital role of the Community Paramedic Program and its dedicated volunteers in providing compassionate care to residents in need. Chief Mullins commended the collaboration between departments and expressed his appreciation for the teamwork and commitment to serving the Cocoa Beach community.

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.

No public comment.

CITY COMMISSION MINUTES

October 16, 2025

E. STAFF REPORTS AND ANNOUNCEMENTS

City Manager AJ Hutson discussed the recent flood event that occurred the previous week. He reported that the City received approximately 5.5 inches of rain, resulting in localized flooding and infiltration into the sewer system, which caused operational issues at the Wastewater Treatment Plant. Residents were asked to reduce water usage to assist the plant.

Mr. Hutson explained that the Stormwater Utility is an enterprise fund supported by user fees rather than property taxes. He reviewed the multi-year Stormwater Master Plan and outlined the various grant opportunities the City is pursuing to support flood mitigation projects.

Mr. Hutson noted that the Waste Management contract will expire in 2026 and stated staff's intention is to issue a request for proposal. He asked Commissioners to share any concerns or suggestions regarding the upcoming bid process.

Mr. Hutson announced several upcoming events, including the Cocoa Beach Art Show in November, the first Movies in the Park in December, and The Polar Express holiday event.

He provided updates on ongoing capital projects:

- Bicentennial Park – project progressing as planned.
- Parking Garage Elevator Replacement – scheduled for November.
- Golf Course Improvements – project remains on schedule.
- Holiday Boat Ramp – work to resume once water levels recede.
- Tennis Court Rehabilitation – fencing completed; milling and resurfacing in progress.

Mayor Capizzi inquired about the status of the Cocoa Beach sign on the City building. Commissioner Hutcherson commented on recent CBNN communications and suggested a public notice reminding residents not to flush during sewer overload events.

Mr. Hutson acknowledged the comment and noted the use of the City marquee and other communication tools for such messaging.

Commissioner Tumulty discussed reducing inflow to the wastewater system and referenced similar challenges experienced during Hurricane Matthew. He also addressed coordination with county facilities and emphasized the importance of public communication through media channels.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

CITY COMMISSION MINUTES

October 16, 2025

No reports from the City Attorney.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Tumulty spoke about the recent rainfall and the NKF Surf Contest, congratulating the Mayor on his participation and win. He noted the flooding that occurred during the storm event, including water entering the school's commons area and hallways, though no damage was reported. He mentioned that his own property had temporarily become waterfront. Commissioner Tumulty also discussed conditions at the Cocoa Beach Country Club, highlighting the flooding impacts there and commending Mr. Roy Hough and the Country Club staff for their excellent work in managing the situation. He further spoke about the NKF Program and offered congratulations to the City staff involved in supporting the event.

Mayor Capizzi commented on the week's events and also spoke about the NKF Surf Contest.

H. CONSENT AGENDA

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

CITY COMMISSION MINUTES

October 16, 2025

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson commended staff on receiving three quotes prior to bringing them forward for approval.

CITY COMMISSION MINUTES

October 16, 2025

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.

MOTION BY HUTCHERSON/JACKSON

I MOVE TO CANCEL NOVEMBER 20, DECEMBER 18, AND JANUARY 1ST -
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson noted the positive rhythm and had received good feedback, and expressed his hope that personnel will find some relief during the holiday period.

Mayor Capizzi stated that he was not aware of any pressing or controversial matters at this time.

CITY COMMISSION MINUTES

October 16, 2025

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

MOTION BY JACKSON/TUMULTY

I MOVE TO ADOPT FIRST READING ORDINANCE 1706

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Jackson inquired about the process for civil citations. City Manager Hutson explained the current status, noting that cases are not being heard at the courthouse, resulting in unnecessary costs and time. Development Services advised that citations be submitted to the Special Magistrate. Mr. Hutson explained the role of the Special Magistrate, including rendering decisions and the use of substitutes when necessary.

City Attorney noted the time commitment involved in sitting at the courthouse.

Commissioner Jackson acknowledged the efficiency of the City's portion of the process. Mayor Capizzi asked about the likelihood of success, and the City Attorney explained the expected outcomes. Commissioner Hutcherson commented on the potential to reduce labor costs, and the City Attorney noted the benefits of streamlining the magistrate process. Commissioner Tumulty highlighted considerations regarding the timing of meetings.

K. GENERAL PUBLIC COMMENT

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

L. ADJOURNMENT

The meeting was adjourned at 7:36 pm.

Keith Capizzi, Mayor-Commissioner

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Approve Downtown Cocoa Beach Community Redevelopment Agency Performance Measures & Standards 2025 Annual Report that was previously Approved during the CRA Board meeting on 11/6/2025.

Staff Representative: Devan Taly, Deputy Finance Director/CRA

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

NA

BACKGROUND:

Per HB 7013 - Florida Statue 189.0694 Special districts; performance measures & standards-

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing: (a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination. (b) Any goals or objectives the district failed to achieve

DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY



PERFORMANCE MEASURES & STANDARDS 2025 ANNUAL REPORT



DOWNTOWN COCOA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEMBERS



**JEREMY
HUTCHERSON**



SKIP WILLIAMS



KEITH CAPIZZI

CRA CHAIR



TIM TUMULTY



JOSHUA JACKSON

CITY OF COCOA BEACH:

CITY MANAGER:

AJ Hutson



CRA ADMINISTRATOR: DEVAN TALY

FINANCE DIRECTOR: HANA JUMAN

REGISTERED AGENT AND CITY CLERK: KARIN GROOMS

MAULDIN & JENKINS CPA ADVISORS



Message From The Director

Dear Residents of Cocoa Beach,

We are delighted to provide an update on the endeavors and advancements of the Cocoa Beach City Community Redevelopment Agency (CRA) for 2025. This annual report serves to inform our community of our progress as it relates to our performance standards and measures.

This involves implementing the CRA plan in collaboration with the community and methodically executing these plans to improve the economic landscape. Throughout this year, significant transformations unfolded across our district.

Central to the CRA's mission is the enhancement of our community and gradually mitigating blighted conditions prevalent in certain areas. Whether refining existing concepts or devising innovative solutions, the CRA eagerly embraces its pivotal role in the City of Cocoa Beach.

Sincerely,

Devan Taly
City of Cocoa Beach
CRA Director



Agency Overview

Welcome! Thank you for your interest in the City of Cocoa Beach Community Redevelopment Agency. The primary function of the Cocoa Beach CRA is developing, supporting, and implementing the Downtown Cocoa Beach Community Redevelopment Plan.

The Board of County Commissioners adopted their resolution 08-128 on May 29, 2008, authorizing the City Commission to create a Downtown Cocoa Beach.

On November 19, 2009, the City Commission adopted resolution 2009-28, establishing the Downtown Cocoa Beach Redevelopment Agency.

The City Commission adopted the Downtown Community Redevelopment Plan in 2012.

The Downtown District Community Area consists of approximately 237 acres located in Cocoa Beach. Land uses in the Downtown District include residential, office, commercial/retail, light industrial, and green/open space.



VISION STATEMENT

The CRA shall promote redevelopment of the downtown area in a manner which embraces our historical place in the community and our desire to be economically sustainable, continually improving our overall quality of life.

THE CRA'S MISSION SHALL BE TO:

- Create a strong identity for the Downtown
- Promote a more walkable Village Center, connected to the larger community
- Support economic stability
- Promote and enhance the “surfing village” resort uses
- Protect residential neighborhoods from commercial intrusion, yet provide connectivity for walkability and sustainability
- Enhance downtown with a broader mix of uses
- Reinforce, preserve, and expand the unique building types and neighborhood characteristics
- Maintain and enhance public lands, open spaces, and public service/utilities to assure a good quality of life for the residents and visitors



GOALS & OBJECTIVES

The goals & objectives listed are based on the vision, mission, recommendations and philosophies from the Downtown Cocoa Beach Community Redevelopment Plan adopted in 2012.

Goals:

- Embark on a redevelopment program to eliminate conditions impeding Cocoa Beach's sustainability and economic vitality.
- Undertake projects to reposition the City in the marketplace.
- Promote mixed uses to provide additional support to existing and new businesses and land development.
- Any and all additional programs, projects, and activities which may be identified by the DCBCRA that are consistent with the Downtown Cocoa Beach Community Redevelopment Plan.

Objectives:

- Eliminate blight conditions.
- Encourage expansion of stormwater systems and improvements to infrastructure.
- Encourage improvements to parking.
- Encourage improvements to landscaping and streetscape.
- Encourage improvements to promote pedestrian and bicycle safe infrastructure.







COMMUNITY ENGAGEMENT

Conduct special events, similar to farmer's markets, art shows, cultural events, and other business functions to draw people to the downtown area and promote local businesses.

"Aid the downtown merchants in creating a Main Street Program"

In FY2025, the Cocoa Beach Main Street Program held multiple events in the downtown center of Cocoa Beach.

These events include:

- Friday Fests (3rd Friday of every month)
- Sip N Stroll
- Art Wave Fest
- Cocoa Beach Centennial Celebration
- And many others!



COMMUNITY ENGAGEMENT

In FY2025, the City of Cocoa Beach celebrated the 100th Year anniversary. The Cocoa Beach Centennial Celebration was hosted by the City and Cocoa Beach Main Street.

Founded on June 5, 1925, by visionary Gus Edwards, Cocoa Beach has grown from a quiet beachside town into an iconic community shaped by history, innovation, and a love for the sea.

Our event sponsors:

- Bowman
- Boys Electrical Contractors
- Connors Wealth Management
- Driftwood Capital
- HealthFirst
- Kast Construction
- Mead & Hunt
- Ron Jon Surf Shop
- Vose Law Firm, LLP
- W+J Construction



Cocoa Beach Main Street planned events, rallied amazing volunteers, and made sure it all went off without a hitch.

Our incredible City staff, who worked behind the scenes to keep everything running smoothly.

Our residents and neighbors, thank you for always showing up, making memories, and reminding us what makes Cocoa Beach so special. They are what the Centennial was really about.



New Major Projects Within CRA

- Destination Downtown Food Hall (2025)
- New City of Cocoa Beach City Hall & Centennial Square (2025)
- Dirty Birds Tiki Bar & Grill (2025-2026)



Prior Projects Within CRA

- City of Cocoa Beach Parking Garage (2019)
- City of Cocoa Beach Police Station (2021)
- City of Cocoa Beach Fire Station 51 (2015)
- Surfside Playhouse Improvements (2023-2024)
- The Surf Condo (2024)



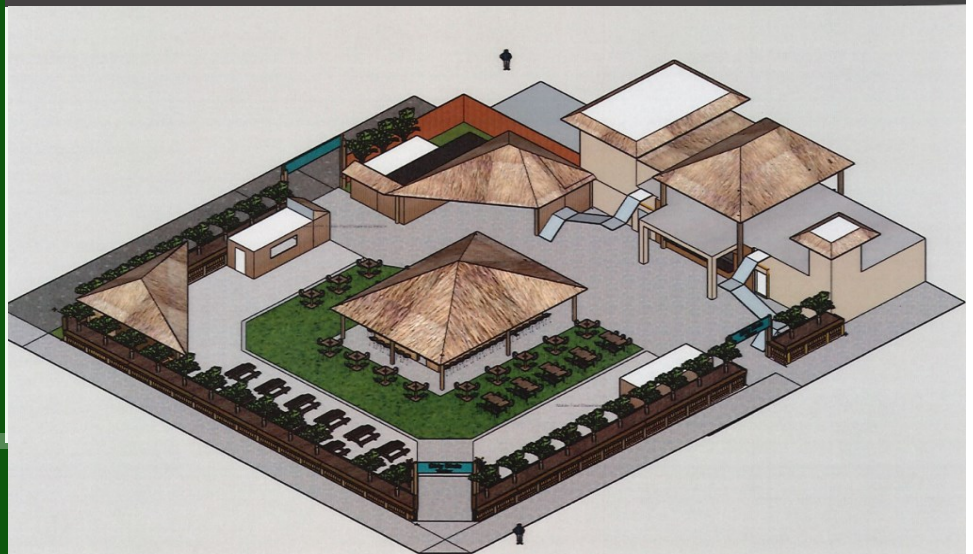
CRA CURRENT FAÇADE GRANT PROGRAMS

- Cocoa Beach Office Condo Association Façade
- Juice N Java Café Façade
- Catalyst Shop Façade
- Epic Board Sports Façade
- Dirty Birds Tiki Bar & Grill Façade
- Pointe Church Façade

The CRA Board Approved \$250,000 in Façade Grant funds for the FY2025 Budget.

Prior Façade Improvements in the CRA

- Coastal Market Parking Lot Improvements
- Woodland Business Center Stormwater Improvements



PERFORMANCE MEASURES

The performance measures listed are based on the vision, mission, recommendations and philosophies from the Downtown Cocoa Beach Community Redevelopment Plan adopted in 2012.

Success of CRA Small Business Grant Programs:

“A need to enhance Downtown Cocoa Beach CRA Business Environment”

Upgrading existing retail and attract new retail, restaurants, dining, and entertainment venues through incentives and façade or property improvement upgrades. In FY2025, the CRA Board has approved 5 CRA Commercial Business’s located in the downtown area, totaling \$185,000 for our Façade Grant Program.

- Dirty Birds Tiki Bar & Grill \$50,000
- Catalyst Shop \$10,000
- Epic Board Sports \$40,000
- The Pointe Church \$50,000
- Dirty Birds Tiki Bar & Grill \$35,000

CRA Financial Contributions towards promotional/special events:

“Additional uses to Support Downtown Core and Surrounding Areas”

Expand the use, visibility, access, and availability of cultural, fine arts, sciences, library, performing arts, and other cultural assets into the redevelopment area. In FY2025, the CRA Board has approved \$25,000 for Cocoa Beach Main Street.

CRA Capital or Physical Improvements:

“ This new facility would activate the street and encourage more pedestrian uses in the immediate surrounding area”

In FY2025, the redevelopment of a new City Hall and Cocoa Beach Centennial Square shows the types of improvements undertaken by the Downtown Cocoa Beach Community Redevelopment Agency. The City is investing in its own community, invoking a sense of place and pride.





City of Cocoa Beach

Downtown Cocoa Beach Redevelopment Agency

2025

CRA Board Approval November 6, 2025
City Commission Approval November 6, 2025

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Adopt Ordinance 1704 on second 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

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n.a.

BACKGROUND:

At its September 4, 2025, Regular Meeting, the Commission adopted Emergency Ordinance 1703 to address predatory out-of-town towing companies using impoundment devices (aka booting) on vehicles in private parking lots in the downtown area.

The emergency ordinance prohibits non-consent booting of vehicles in the city and is effective until the adoption of a non-emergency booting ordinance.

This ordinance (Ordinance 1704) prohibits the booting of a vehicle on private property without the consent of the owner or operator of the vehicle.

However, this ordinance shall not apply to booting of vehicles which occurs by or at the direction of a law enforcement or code officer.

A companion resolution, establishing fees for violations, will be presented at 2nd reading of the ordinance.

Exhibit "A"
ORDINANCE 1704
BOOTING OF VEHICLES ON PRIVATE PROPERTY

ARTICLE IV. BOOTING OF VEHICLES ON PRIVATE PROPERTY

Sec. 13-70 Definitions.

For the purposes of this ordinance, the following definitions shall apply:

Boot means to place an impoundment device (a tire lock or wheel clamp, ie. "boot", or other device meant for the non-consensual disabling of a vehicle on private property without the authorization of the vehicle owner or other legally authorized person in control of the vehicle, also known as "booting").

Booting operator means any person or business that supplies booting services.

Booting technician means the actual person who performs the booting services for the booting operator.

Booting services means providing a service of placing an impoundment device on a vehicle on private property without the authorization of the vehicle owner.

Permit means the document, license or certificate issued pursuant to this article which allows a booting operator to engage in non-consent booting on private property within the city.

Property owner means that person who exercises dominion and control over the real property, including but not limited to the legal title holder, lessee, resident manager, property manager, or other agent who has legal authority to bind the owner.

Sec. 13-71. Compliance required.

No person shall boot or otherwise disable a vehicle on private property without the consent of the registered owner, authorized agent, operator or person in control of that vehicle without complying with this article.

Sec. 13-72. Exemptions.

This ordinance shall not apply to the booting of vehicles which occurs by or at the direction of a law enforcement officer or code enforcement officer pursuant to ordinance or state law, or pursuant to an agreement with a public body or political subdivision.

Sec. 13-73. Rebates prohibited.

No person booting a vehicle from private property shall rebate, pay, or otherwise transfer money or any valuable consideration to a property owner for the privilege of booting a vehicle.

Sec. 13-74. Vehicle not to be booted upon owner returning.

No person shall boot a vehicle and no fee shall not be charged if the owner or person in custody or control of the vehicle returns to the vehicle prior to the booting being completed. If the vehicle is already booted, but the booting technician has not left the parking area, the booting operator may only charge up to one-half (½) of the fee allowable under this ordinance as set by resolution for the removal of the boot. If the owner or person in custody or control of the vehicle arrives at the scene prior to the completion of the booting of the vehicle, the booting technician shall remove the boot and that operator of the vehicle shall be allowed to remove the vehicle without interference upon payment of a reasonable service fee of not more than one-half (½) of the posted rate, for which a receipt shall be given, unless that person refuses to remove the vehicle which is otherwise unlawfully parked.

Sec. 13-75. Requirements for booting on private property.

- (a) Prior to the booting of any vehicle, the property owner and the booting operator shall have executed a written agreement which shall, at a minimum, contain the following provisions:

 - (1) The name and address of the property owner requesting boots;
 - (2) The location and description of the property on which the vehicle(s) will be booted;
 - (3) The duration of the agreement;
 - (4) The time of day that such booting is authorized.
 - (5) The days of the week that such booting is authorized;
 - (6) An enumerated list of all fees to be charged to both the property owner and vehicle owner; and
 - (8) The signature of both the property owner and the booting operator, certifying that each has read and is in compliance with the provisions of this article.
- (b) A copy of the executed agreement described in paragraph (a) above shall be filed by the booting operator with the city police department. Said agreement shall be nontransferable. The booting operator shall be responsible for advising the city police department within two (2) business days of any changes, amendments, or modifications to, or rescissions of, the agreement.
- (c) No booting operator shall boot a vehicle located within the city unless the booting operator shall file and keep on record with the city police department a complete copy of the current rates charged for the booting and removal of the booting of a vehicle.
- (d) Any booting technician, on behalf of the booting operator, booting within the city shall, within thirty (30) minutes of the completion of any booting, notify the city police department of the booting; the time the vehicle was booted; the make, model, year, color, vehicle identification number (VIN) and license plate number of the vehicle.
- (e) The booting operator shall accept at a minimum: **check**, cash, credit card and debit card. If payment is made with cash, the booting operator shall provide change to the closest whole dollar and may not condition payment on the owner having exact change. A person paying by check shall not be required to present more than one (1) form of picture identification. A booting operator may accept any other form of financial payment offered.
- (g) A booting operator shall not contract or sub-contract with another booting operator to boot a vehicle. The booting operator listed on the materials filed with the city must be the booting operator that actually performs the booting of the vehicle.
- (h) Once a booting operator becomes aware of a vehicle to be booted, the booting technician, or behalf of the booting operator shall promptly call the non-emergency phone number for the police department and provide the make, model, color, and license plate number of the vehicle to be booted, the location of the planned boot, and the identity of the booting operator and booting technician. The booting technician shall not begin booting the vehicle to be booted until no less than fifteen (15) minutes have passed since the phone call with the police department notifying of the upcoming booting. Prior to beginning the booting of the car, the booting operator shall again call the non-emergency phone number of the police department to inform them that a booting is about to commence. If the owner or driver of the vehicle returns to the vehicle before the fifteen (15) minutes has fully run, and is willing to remove the vehicle from the parking area, the vehicle shall not be booted, and no charges shall be assessed against such vehicle and/or its owner or driver.
- (i) Each booting operator shall staff or monitor its telephone at all times, 24 hours per day and seven days per week, and immediately advise any vehicle owner or authorized representative who calls by telephone:

 - (1) Each and every document or other item which must be produced to have the boot removed from the vehicle;

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- (2) The exact charges as of the time of the telephone call, and the rate at which charges will accumulate thereafter;
 - (3) The acceptable method of payment; and,
 - (4) That the boot will be removed from the vehicle within one (1) hour of request.
 - (j) Prior to demanding payment, the booting operator shall provide a written bill to the owner or operator of the vehicle detailing the charges to date.
 - (k) The booting operator shall provide, at the time of payment, a written receipt of all charges imposed and received from the owner or operator of a vehicle resulting from the booting of a vehicle. Said receipt shall include at a minimum:
 - (1) The date, time, and location of the booting;
 - (2) The total charges listed individually and specifically; and,
 - (3) The date and time of payment of the charges.
 - (l) The booting operator shall prepare and maintain a booting data sheet which shall include, but not be limited to, the following information:
 - (1) The name and phone number of the person who authorized the booting;
 - (2) The name of the booting operator and booting technician performing the booting;
 - (3) The location at which the vehicle was booted;
 - (4) The date and time the boot was initiated;
 - (5) The description of the vehicle including the make, model, year, color, vehicle identification number (VIN), and license plate number;
 - (6) The time and date the city police department was contacted by the booting technician;
 - (7) The description of the services rendered, including an itemized list of all charges; and,
 - (8) The date and time the boot was removed and the identity of the vehicle owner.
 - (m) All booting operators shall keep all such booting sheets on file for a period of one (1) year and shall make them available to any city police officer or code enforcement officer upon request during normal business hours.
 - (n) No booting operator will boot a vehicle when there is a person occupying the vehicle.
 - (o) The booting technician shall take photographs of the front, back and sides of the vehicle to be booted prior to any booting. The photographs shall be of sufficient detail and quality to demonstrate the condition of the vehicle and any preexisting damage to the vehicle. The photographs shall be date and time stamped and shall be maintained by the booting operator for a minimum period of one (1) year. Photographs shall be available for viewing the following business day. There shall be no charge for viewing the photographs. Vehicle owners shall be permitted to inspect the vehicle and take photographs of the vehicle prior to and after the removal of the boot..

Sec. 13-57. Signage requirements /Website information.

No non-consent booting shall occur in any location unless the signage requirements as set forth as follows are met:

Signs shall be posted on private property abutting all rights of ways adjoining the property with spacing of no less than every 25 feet of street frontage facing inward to the property. Such signs shall be no smaller than twenty four (24) inches by thirty six (36) inches in size, have a red background with bold reflective white lettering as follows:

BOOTING ZONE
PRIVATE PROPERTY – NO UNAUTHORIZED VEHICLES
[TIMES WHEN BOOTING WILL OCCUR]
[NAME OF BOOTING COMPANY]
[TELEPHONE NUMBER OF BOOTING COMPANY]
[ADDRESS OF BOOTING COMPANY]
[QR Code]

Such signage shall be lit at night to be clearly visible if booting is to occur after sunset. No booting of any vehicle from any location in the city shall be permitted unless and until the signage as required herein shall have been inspected and approved by the city. Fees required for such inspection shall be adopted by the city commission by resolution. The QR Code shall lead to a website for the booting operator. Such website shall prominently have link on the first page of the website called “Non-consent booting in Cocoa Beach”. The website page that comes up when that link is chosen shall, at a minimum, contain i) a list of charges for booting and removal of boot ii) a set of Frequently Asked Questions which shall be supplied by the city when the booting operator registers with the city; iii) the address and a map showing the location of the booting operator; and iv) a link to the City of Cocoa Beach website on which will be posted further information as well as a copy of this article.

If a booting operator is also a towing company, and the location of the signs is a location where either booting or towing could take place, and alternate combined sign shall be permitted which states:

TOW-AWAY ZONE / BOOTING ZONE
PRIVATE PROPERTY – NO UNAUTHORIZED VEHICLES
[TIMES WHEN TOWING/BOOTING WILL OCCUR]
[NAME OF TOWING/BOOTING COMPANY]
[TELEPHONE NUMBER OF TOWING/BOOTING COMPANY]
[ADDRESS OF TOWING/BOOTING COMPANY]
[QR Code]

Sec. 13-58. Permit required for non-consent booting from private property.

- (a) It is unlawful for a booting operator or a booting technician to engage in non-consent booting on private property unless such booting operator obtains and maintains a permit issued pursuant to this article. Such permit shall be called a “Non-consent Booting Operator Permit”. A booting operator conducting non-consent booting on private property in the city shall be required to obtain a permit and shall be subject to all the provisions of this article regardless of whether its principal place of business is within or outside of the city.
- (b) The requirement for a permit described in subsection (a) of this section is a requirement separate and apart from, and in addition to, any county or municipal requirements for business tax receipts. The required permit is a regulatory permit and not a revenue-generating permit or business tax.
- (c) Nothing in this article shall be construed to require that an employee of booting operator obtain a separate permit provided that the employing booting operator possesses a valid permit.

Sec. 13-59. Issuance of permit; fees; renewal.

- (a) A permit issued pursuant to this article shall be issued in the name of the booting operator listed on the application and shall not be transferable from one (1) booting operator to another booting operator. Permits shall expire 365 days after the issuance of the most recently issued permit for the booting operator. Permits shall be renewable annually.

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- (b) There shall be a permit-processing fee in an amount as set by the city commission by resolution. Such fee shall accompany the application and shall be nonrefundable subsequent to the filing of the application. In addition, all applicants shall be required to reimburse the city for the cost of a background investigation for each individual listed in the application at the rate charged to the city for such service. All moneys received under this section shall be deposited with the director of finance of the city and shall be used to defray the expense of providing the services described in this article.
- (c) The city manager or designee is authorized to issue permits to booting operators that have met the standards and requirements for a permit and that are otherwise qualified for a permit. The city manager is authorized to promulgate reasonable rules and procedures for the application, issuance and revocation of such.

Sec. 13-60. Permit application; approval and denial.

- (a) Application. Every application for a new or renewal permit shall be in writing, signed and verified by the applicant and notarized, and filed with the city manager or designee. The application shall be on a form prescribed by the city manager or designee and shall contain information, including but not limited to:
- (1) Full legal name of the applicant and sufficient information to identify the applicant, including but not limited to, date of birth, telephone numbers, the place of business and residence addresses, copies of all business tax receipts and licenses issued by any municipality in Brevard County, and Florida driver's license number. If the applicant is a corporation, the foregoing information shall be provided for each corporate officer and director. If the applicant is a partnership, the foregoing information shall be provided for each general and limited partner; and
 - (2) Documentation demonstrating that all corporate or partnership applicants are qualified under the laws of Florida to do business under the trade name or names under which it has applied for a permit; and
 - (3) A list of all persons with any ownership interest in the company who have previously been denied a permit from the city or any other jurisdiction; and
 - (4) Verification of the business' current corporate status and fictitious name registration with the State of Florida; and
 - (5) Any trade name under which the business operates, intends to operate, or has previously operated; and
 - (6) The location and physical addresses of all places of business including storage lots and facilities; and
 - (7) A description of services proposed to be provided, including, but not limited to, days and hours of operation and types of booting services to be provided; and
 - (8) Proof of insurance as required in section 13-61; and
 - (9) The signature of each individual applicant, president or vice-president of a corporation and of all the general and limited partners of a partnership having twenty-five (25) percent or greater ownership in the company; and
 - (10) A statement assuring that each vehicle used in the booting operation is in safe operating condition and receives routine service/maintenance; and
 - (11) An agreement on the part of the applicant to abide by the provisions of this article, Brevard County regulations, and state and federal laws as applicable; and
 - (12) Such additional information required by the city manager or designee to process the application.
- (b) Standards for issuance or denial of a permit. The city manager or designee shall review each application based on the criteria of this section and consistency of the application with the public health, safety, and welfare of the city. The city manager or designee shall issue a permit to booting operators who have met the standards and requirements for a permit as provided for in this article. The city manager or designee shall deny any application that is incomplete or untrue in whole or in part, or which fails to satisfy the requirements of this article, or which reveals any of the following:

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- (1) That the applicant, including a corporate officer or director, or a business partner, has been convicted of, found guilty of, or pled guilty or nolo contendere to a crime, regardless of the adjudication of guilt, within the last ten (10) years involving: repossession of a motor vehicle under F.S. Ch. 493; repair of a motor vehicle under F.S. §§ 559.901—559.9221; theft of a motor vehicle under F.S. § 812.014; carjacking under F.S. § 812.133; operation of a chop shop under F.S. § 812.16; failure to maintain records of motor vehicle parts and accessories under F.S. § 860.14; airbag theft or use of fake airbags under F.S. § 860.145 or F.S. § 860.146; overcharging for repairs and parts under F.S. § 860.15; or violation of the towing or storage requirements for a motor vehicle under F.S. § 321.051, F.S. Ch. 323, F.S. § 713.78, or F.S. § 715.07.
 - (2) That any unsatisfied civil fines or penalties exist arising out of an administrative or enforcement action brought by the city or another governmental agency based upon conduct involving a violation of state or local towing regulations where such action related to public safety.
 - (3) That an applicant had a towing permit or license or booting permit or license revoked by the city or any other jurisdiction within two (2) years of the date of application where such revocation related to public safety.

Sec. 13-61. Insurance required.

- (a) It shall be unlawful for any booting operator to engage in non-consent booting at private property unless the booting operator has filed with the city a certificate of insurance covering the minimum insurance limits specifically set forth as follows:
 - (1) Booting operator agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the permit the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as city's review or acceptance of insurance maintained by the booting operator is not intended to and shall not in any manner limit nor qualify the liabilities or obligations of booting operator under this article.
 - (2) Booting operator agrees to maintain commercial general liability at a limit of liability not less than one million dollars (\$1,000,000.00) each occurrence one million dollars (\$1,000,000.00) general aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting product/completed operations, contractual liability or cross liability/severability of interest.
 - (3) Booting operator agrees to maintain business automobile liability at a limit of liability not less than one million dollars (\$1,000,000.00) combined single limit. Coverage shall include liability for owned or scheduled autos, non-owned autos and hired autos.
- (b) Booting operator agrees to provide city a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and said certificate of insurance shall provide a minimum thirty-day endeavor to notify, when available by booting operator's insurer. If the booting operator receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, booting operator agrees to notify the city manager by fax email below within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The certificate holder address shall read:

City of Cocoa Beach
Attn: City Manager
ADD ADDRESS, AND EMAIL
- (c) The city manager or designee may deny, suspend or revoke the permit for failure to obtain or maintain insurance as required by this article.

Sec. 13-62. Revocation, suspension and renewal; appeal.

- (a) If, at any time, the city manager or designee determines that any booting operator has failed to comply with any applicable conditions of its permit, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this article, the city manager or designee may place on the special magistrate hearing agenda an item to determine whether the booting operator's permit should be revoked. The city manager or designee shall prepare a report with analysis showing the compliance or non-compliance with the following criteria:
- (1) The booting operator has or has not complied with all conditions imposed at the time of the issuance of the permit; or
 - (2) The booting operator has or has not violated provisions of this article, county ordinance or state law regulating towing or booting; or
 - (3) The booting operator has or has not conducted its booting operations in compliance with the public health, safety or welfare.
- (b) The city manager or designee shall have the power to enter an order immediately revoking or suspending a booting operator's permit if the city manager or designee finds that the immediate revocation or suspension is needed to protect the public safety.
- (c) Within forty-five (45) days after the suspension of a booting operator's permit, as noted above, if requested by the booting operator, a hearing before the special magistrate on said revocation or suspension may be conducted. The special magistrate will consider the matter de novo, and will determine whether the city manager or designee was justified in revoking and/or suspending the permit, but in the absence of contrary testimony, the determination by the city manager or designee will be presumed to have been correct. The presumption of the correctness of the decision may be overcome by the permit holder, upon a showing of competent substantial evidence that the finding of the city manager or designee was not correct. The burden of proof will be on the applicant seeking the reinstatement of a revoked permit.
- (d) After consideration of the matter, the special magistrate may revoke or suspend the permit or allow the booting operator to continue engaging in booting operations subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such operation.
- (e) Should the booting operator's permit be revoked, no reapplication for a permit shall be considered within a twenty-four-month period following the date of final revocation. After the expiration of the twenty-four-month period, a new application and corresponding fee may be submitted.
- (f) *Renewal of permit.* Each booting operator permit shall be required to be renewed no later than one (1) year following the date of initial granting of the permit. The annual renewal of any such permit shall be processed by the city manager or designee and reviewed based upon the criteria established for issuance of the original permit. If the city manager or designee approves the renewal, the permit shall be renewed upon payment of the nonrefundable annual fee in an amount as set by the city commission by resolution, plus reimbursement of the costs of background investigation. If the city manager or designee denies the renewal, the permit holder shall have ten (10) days from the date of the notice of denial to appeal the decision to the city commission in accordance with subsection 13-62(g). The city commission shall use the criteria and procedure specified in subsection 13-62(a) in determining said appeal. At the time of the requested renewal, the city manager or designee may recommend the imposition of additional conditions upon the booting operator. If additional conditions are recommended by the city manager or designee, the renewal shall be placed on the city commission agenda for public hearing on the proposed imposition of additional conditions. If a permit is non-renewed or the commission denies an appeal of the non-renewal, the booting operator shall not be allowed to apply for a permit for a period of twenty-four (24) months. In the event the city non-renews, revokes, or denies a permit, the city reserves the right to contact the appropriate local or state agencies for administrative or criminal action.
- (g) *Appeal procedure.*

-
- (1) The booting operator for which a permit is non-renewed pursuant to the terms of the article, may appeal to the city commission, consistent with these provisions, any decision rendered by the city manager or designee to deny the renewal of a permit. Within ten (10) days of the decision, an appeal may be made in writing to the city commission and the city shall schedule a public hearing within thirty (30) days if feasible given normal city commission meeting schedules. Notice shall be given to the permit holder and a public hearing shall be held as prescribed by subsection 13-62(a). The city commission shall consider the appeal and make a decision (with reasons stated) based on the standards set forth in this article.
 - (2) Appeal of any city commission decision regarding the issuance, suspension, revocation or non-renewal of a permit shall be to the circuit court in and for Brevard County, in the manner provided by state law. In accordance with state law, failure to appeal within thirty (30) days of the rendition of the decision shall result in the applicant waiving his or her right to appeal.

Sec. 13-63. Enforcement and penalties.

- (a) This article shall be enforced by the city's code enforcement procedures as set forth in Chapter 30 of the City Code, as may be amended from time to time, and fines shall be assessed for violations and repeat violations pursuant to resolutions adopted by the city commission or as ordered by the special magistrate, as appropriate, unless otherwise specified herein. The city commission finds that the results of violations of this article can be considered to be irreparable and irreversible and such violations have the potential of causing severe damage to the reputation of the city and causing loss of tourist trade and damages to the businesses of the city.

Sec. 4. Enforcement and penalties.

- (a) This ordinance shall be enforced by the city's code enforcement procedures as set forth in Chapter 30 of the City Code, as may be amended from time to time, and fines shall be assessed for violations and repeat violations pursuant to resolutions adopted by the city commission or as ordered by the special magistrate, as appropriate, unless otherwise specified herein. The booting operator as well as the individual placing a boot on the vehicle shall each be liable for fines for violations. The city commission finds that the results of violations of this ordinance can be considered to be irreparable and irreversible and such violations have the potential of causing severe damage to the reputation of the city and causing loss of tourist trade and damages to the businesses of the city.
- (b) A violation of this article shall be presumed to be irreparable or irreversible once the subject vehicle has been booted, unless the owner of the vehicle was physically present at the time of the towing and refused to remove an unlawfully parked vehicle prior to the booting.
- (c) Any violation found to be irreparable or irreversible shall be punishable by a fine not to exceed five thousand dollars (\$5,000.00) per violation, or as other provided by resolution of the city commission.

ORDINANCE 1704

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, REGULATING THE NON-CONSENSUAL IMMOBILIZATION ("BOOTING") OF VEHICLES BY THE USE OF AN IMPOUNDMENT DEVICE ON PRIVATE PROPERTY WITHIN THE CITY; REQUIRE PERMITTING OF BOOTING SERVICES COMPANIES; PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING EXCEPTIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach ("City") is a municipality with municipal home rule powers established pursuant to Chapter 166 Florida Statutes; and

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, finds it in the public interest to regulate the non-consensual immobilization ("booting") of vehicles by the use of an impoundment device on private property to protect the residents of the city, visitors to the city, property owners, vehicle owners, and companies that provide booting services; and

WHEREAS, the City Commission finds that the unregulated non-consensual booting of vehicles from properties in the city can cause hardship to vehicle owners and unnecessary disputes between property owners, companies that provide booting services, businesses and law enforcement;

WHEREAS, the City Commission of the City of Cocoa Beach has genuine safety concerns concerning the unregulated non-consensual booting of vehicles in the City and find that such safety concerns justify the enactment of this ordinance; and

WHEREAS, the City of Cocoa Beach has recently learned of numerous complaints about predatory non-consent booting of vehicles in the city which has already damaged the reputation of the city as a family-friendly tourist venue;

WHEREAS, the City Commission finds it in the best interests of its citizens to enact an ordinance requiring permitting of companies that provide booting services operating in the city and addressing other regulatory matters relating to booting; and

WHEREAS, the City Commission hereby finds and declares that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CITY OF COCOA BEACH, FLORIDA

SECTION 1. Legislative Intent and Finding of Emergency. The above Whereas clauses are true and correct and form the legislative intent of this ordinance, and set forth the justification for the adoption of this ordinance as an emergency ordinance.

SECTION 2. Enactment. A new Ordinance in the City of Cocoa Beach is hereby created to read as set forth in the attached Exhibit "A". with underlined text added, and ~~stricken~~ text deleted.

SECTION 3. Conflicts. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Non-codification. The provisions of this Ordinance shall be codified as a part of the City Code of the City of Cocoa Beach.

SECTION 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

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

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

ATTEST

CITY OF COCOA BEACH

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Adopt Ordinance 1705 on second 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

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n.a.

BACKGROUND:

City staff is aware of recent requests by street performers to use public property. Currently, the city code does not address this activity.

Federal and State law protects freedom of speech and expression, which includes activity such as street performances on public rights-of-way and spaces. However, it is accepted that these expressive activities can be subject to reasonable time, place, and manner restrictions. It is further recognized there is a substantial public purpose in preserving pedestrian and vehicular safety by preventing congestion and obstruction of sidewalks, maintaining safe access to businesses, and preserving aesthetics and quality of life.

For these reasons, the city attorney's office has prepared the subject ordinance. At its core, the ordinance authorizes the creation of specific areas where street performance activities may and may not occur; these are known as "Public Performance Zones" and "Prohibited Areas", respectively.

A companion resolution is being presented in conjunction with first reading of this ordinance to delineate Prohibited Areas. In general, Prohibited Areas are areas in the city subject to congestion and potential conflicts between street performers, businesses, pedestrians and vehicles. Conversely, all other areas not designated as a Prohibited Area is designated as Public Performance Zones, where street performances are permitted.

ORDINANCE 1705

**A ORDINANCE OF THE CITY COCOA BEACH, FLORIDA,
REGULATING STREET PERFORMERS WITHIN THE CITY;
ESTABLISHING PROHIBITED PUBLIC AREAS RELATING TO
THE REGULATION OF STREET PERFORMERS IN THE CITY;
PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING
EXCEPTIONS; PROVIDING FOR ENFORCEMENT AND
PENALTIES; PROVIDING FOR CONFLICTS; CODIFICATION;
AND AN EFFECTIVE DATE**

WHEREAS, the City of Cocoa Beach ("City") is a municipality with municipal home rule powers established pursuant to Chapter 166 Florida Statutes; and

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, finds it in the public interest to prohibit the street performers due to its significant interests in preserving pedestrian and vehicular safety, preventing congestion and obstruction of sidewalks, maintaining access to businesses, and preserving aesthetics and quality of life; and

WHEREAS, the Eleventh Circuit Court of Appeals in *Horton v. City of St. Augustine*, 272 F.3d 1318 (11th Cir. 2001), upheld reasonable, content-neutral time, place, and manner restrictions on street performance in historic districts; and

WHEREAS, upon consideration, the City Commission has determined that the reasonable and content-neutral restrictions outlined herein are narrowly tailored to address these governmental interests while leaving open ample alternative channels for expression;

WHEREAS, the City Commission hereby finds and declares that prohibited areas should be established and designated as congested areas where performers are restricted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA

SECTION 1: Legislative Intent. The above Whereas clauses are true and correct and form the legislative intent of this ordinance, and set forth the justification for the adoption of this ordinance.

SECTION 2: Enactment. A new Ordinance in the City of Cocoa Beach is hereby created to read as set forth in the attached Exhibit “A” with underlined text added, and ~~stricken~~ text deleted.

SECTION 3: Conflicts. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 4: Codification. The provisions of this Ordinance shall be codified as a part of the City Code of the City of Cocoa Beach.

SECTION 5: Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

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

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

CITY OF COCOA BEACH

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

- *Public Area*

EXHIBIT "A"
ORDINANCE 1705
STREET PERFORMERS AND BUSKERS

Sec. 8-20. Intent.

The City recognizes that street performers enjoy constitutional protections of speech and expression. The City finds that unregulated performances in high-traffic areas can obstruct pedestrian and vehicular movement, interfere with emergency access, and affect adjacent businesses and residents. It is the intent of this article to balance such rights with the City's substantial governmental interests by regulating the time, place, and manner of street performance.

Sec. 8-21. Definitions.

- a) "Street Performer" means an individual or group performing in a public area for entertainment or expressive purposes, with or without receiving donations.
- b) "Performance" means singing, playing musical instruments, acting, dancing, juggling, miming, puppetry, magic, art creation, or similar expressive conduct.
- c) "Prohibited Activity" means the use of spray paint, aerosols, open flames, or pyrotechnics during performances unless specifically approved in advance by the city manager.
- d) "Prohibited Area" means pedestrian areas designated by city commission resolution as congested zones where performances are restricted.
- e) "Public Performance Zone" means an area designated by the city manager where street performances are permitted as an alternative channel of communication.

Sec. 8-22. Prohibited Conduct.

No street performer may:

- a) Perform in prohibited areas as designated by resolution.
- b) Engage in prohibited activities as defined in Sec. 8-21.
- c) Obstruct sidewalks, crosswalks, or business entrances, or create unsafe conditions for pedestrians or vehicles.

Sec. 8-23. Permitted Performances and Conditions.

- a) Street performers may perform in all public areas not designated as prohibited.
- b) Street performers may perform in public performance zones designated by the city manager, which must be reasonably proximate to prohibited areas.
- c) Performances may be subject to reasonable time restrictions to protect residential tranquility and business access.
- d) Performers must maintain a clean performance area and may display a passive container for voluntary donations.
- e) The city manager may adjust performance zones during special events, provided alternative zones are available.

Sec. 8-24. Penalties.

Violations of this Article shall be punishable as provided by resolution of the city commission.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Approve Ordinance 1706 on second 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
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	(b) Over occupancy load	IV
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	(d) Dispensing or storing flammable, or combustible liquids into and unapproved container	IV
	(f) Outside burning of any kind or type	III
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	(l) Failure to properly display premises identification	III
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Ch. 11, Art. I	Pain Management Clinics	III
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Ch. 13, Sec. 13-20	Display of licenses/permits	I
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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
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**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Resolution 2025-32 - A Resolution of the city commission of the City of Cocoa Beach, Florida, adopting a fine schedule applicable to violations of Ordinance 1704 relating to the regulation of immobilization of vehicles by the use of an impoundment device; making findings; adopting a fine schedule for the unauthorized use of an immobilization device; requiring posting of fine amounts on the city website and implementation of new fines; and providing an effective date.

Recommendation: Approve

Staff Representative: David Dickey, Development Services Director

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Resolution 2025-32 is a resolution to adopt a fine schedule related to Ordinance 1704 which regulates the immobilization of vehicles by an impoundment device.

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A FINE SCHEDULE APPLICABLE TO VIOLATIONS OF ORDINANCE 1704 RELATING TO THE REGULATION OF IMMOBILIZATION OF VEHICLES BY THE USE OF AN IMPOUNDMENT DEVICE; MAKING FINDINGS; ADOPTING A FINE SCHEDULE FOR THE UNAUTHORIZED USE OF AN IMMOBILIZATION DEVICE; REQUIRING POSTING OF FINE AMOUNTS ON CITY WEBSITE AND IMPLEMENTATION OF NEW FINES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach has authorized the adoption of fines by Resolution in Ordinance 1704; and

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, finds it in the public interest to regulate the non-consensual immobilization (“booting”) of vehicles by the use of an impoundment device on private property to protect the residents of the city, visitors to the city, property owners, vehicle owners, and companies that provide booting services; and

WHEREAS, the City Commission finds that the unregulated non-consensual booting of vehicles from properties in the city can cause hardship to vehicle owners and unnecessary disputes between property owners, companies that provide booting services, businesses and law enforcement;

WHEREAS, the City Commission of the City of Cocoa Beach has genuine safety concerns concerning the unregulated non-consensual booting of vehicles in the City and find that such safety concerns justify the enactment of this fine resolution; and

WHEREAS, the City of Cocoa Beach has recently learned of numerous complaints about predatory non-consent booting of vehicles in the city which has already damaged the reputation of the city as a family-friendly tourist venue, and the imposition of fines for violation of Ordinance 1704 is appropriate;

WHEREAS, the City Commission hereby finds and declares that this fine schedule is in the best interest of the public health, safety, and welfare, and that the fines are justified considering the importance of this subject matter and the potential of damages to the city as a whole, individuals, and businesses that is likely to result if violations of Ordinance 1704 occur.

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

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

SECTION 2: FINES. The fines in Exhibit 1 – Fines for Violation of Ordinance 1704 are hereby adopted, as reflected in the Exhibit.

SECTION 3: CONFLICTS. The fines established in this Resolution supersede any fines that would otherwise be assessed for violation of Ordinance 1704.

SECTION 4: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The fines reflected on Exhibit 1 shall be posted on the City website.

SECTION 5: DIRECTING THE IMPLEMENTATION OF THE ESTABLISHED FINES. The City Manager, or designee, is authorized and directed to implement this Resolution.

SECTION 6: EFFECTIVE DATE: This Resolution shall become effective upon adoption.

RESOLUTION NO. 2025-32

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

RESOLUTION NO. 2025-32

**EXHIBIT 1
FINES**

Each violation of Ordinance 1704 shall be punished through fines imposed by Citation as follows:

For each individual violation that *does* not involve the actual impoundment of a vehicle there shall be a TWO HUNDRED AND FIFTY DOLLAR (\$250.00) fine.

For each individual violation that *does* involve the actual impoundment of a vehicle there shall be a FIVE HUNDRED DOLLAR (\$500.00) fine.

If multiple violations occur relating to a single incident, multiple Citations can be issued up to a maximum of FIFTEEN HUNDRED DOLLARS (\$1,500.00) in total fines for a single incident involving multiple violations.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Resolution 2025-33 - A resolution of the city commission of the City of Cocoa Beach, Florida, adopting a fine schedule applicable to violations of Ordinance 1705 relating to the regulation of street performers within the city; making findings; adopting a fine schedule for unauthorized street performances; requiring posting of fine amounts on the city website and implementation of new fines; and providing an effective date.

Recommendation: Approve

Staff Representative: David Dickey, Development Services Director

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n.a.

BACKGROUND:

Resolution 2025-33 is a resolution to adopt a fine schedule related to Ordinance 1705 which regulates street performers in the city.

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING A FINE SCHEDULE APPLICABLE TO VIOLATIONS OF ORDINANCE 1705 RELATING TO THE REGULATION OF STREET PERFORMERS WITHIN THE CITY; MAKING FINDINGS; ADOPTING A FINE SCHEDULE FOR THE UNAUTHORIZED STREET PERFORMANCES; REQUIRING POSTING OF FINE AMOUNTS ON CITY WEBSITE AND IMPLEMENTATION OF NEW FINES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Cocoa Beach has authorized the adoption of fines by Resolution in Ordinance 1705; and

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, finds it in the public interest to regulate street performers due to the significant interests in preserving pedestrian and vehicular safety, preventing congestion and obstruction of sidewalks, maintaining access to businesses, and preserving aesthetics and quality of life; and

WHEREAS, the Eleventh Circuit Court of Appeals in *Horton v. City of St. Augustine*, 272 F.3d 1318 (11th Cir. 2001), upheld reasonable, content-neutral time, place, and manner restrictions on street performance in historic districts; and

WHEREAS, upon consideration, the City Commission has determined that the reasonable and content-neutral restrictions in Ordinance 1705 are narrowly tailored to address these governmental interests while leaving open ample alternative channels for expression;

WHEREAS, the City Commission hereby finds and declares that this fine schedule is in the best interest of the public health, safety, and welfare, and that the fines are justified considering the importance of this subject matter and the potential of damages to the city as a whole, individuals, and businesses that is likely to result if violations of Ordinance 1705 occur.

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

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

SECTION 2: FINES. The fines in Exhibit 1 – Fines for Violation of Ordinance 1705 are hereby adopted, as reflected in the Exhibit.

SECTION 3: CONFLICTS. The fines established in this Resolution supersede any fines that would otherwise be assessed for violation of Ordinance 1705.

SECTION 4: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The fines reflected on Exhibit 1 shall be posted on the City website.

SECTION 5: DIRECTING THE IMPLEMENTATION OF THE ESTABLISHED FINES. The City Manager, or designee, is authorized and directed to implement this Resolution.

SECTION 6: EFFECTIVE DATE: This Resolution shall become effective upon adoption.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

RESOLUTION NO. 2025-33

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

RESOLUTION NO. 2025-33

**EXHIBIT 1
STREET PERFORMER FINES**

Each violation of Ordinance 1705 shall be punished through fines imposed by Citation as follows:

For the first individual violation, the fine shall be TWENTY-FIVE DOLLARS (\$25.00).

For the second and each individual violation thereafter, the fine shall be FIFTY DOLLARS (\$50.00).

If multiple violations occur relating to a single incident, multiple Citations can be issued up to a maximum of ONE HUNDRED DOLLARS (\$100.00)

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Resolution 2025-34 - A resolution of the City Commission of the City of Cocoa Beach, Florida; adopting a fine schedule applicable to violations of Ordinance 1706 relating to "Civil Citations", of Chapter 30 "Code Enforcement, Special Magistrate/Code Enforcement Board; making findings; adopting a fine schedule for violations to Chapter 30 "Code Enforcement, Special Magistrate/Code Enforcement Board"; requiring posting of fine amounts on the city website and implementation of new fines; and providing an effective date.

Recommendation: Approve

Staff Representative: David Dickey, Development Services Director

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n.a.

BACKGROUND:

Resolution 2025-34 is a resolution to adopt a fine schedule related to Ordinance 1706 which clarifies the city's citation authority and procedures, confirm maximum civil penalties, and align processes with Florida law and best practices regarding code enforcement citations.

RESOLUTION NO. 2025-34

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA,
ADOPTING A FINE SCHEDULE APPLICABLE TO VIOLATIONS OF ORDINANCE 1706
RELATING TO CHAPTER 30 OF THE CITY CODE; MAKING FINDINGS; ADOPTING A FINE
SCHEDULE FOR VIOLATIONS TO CHAPTER 30 – CODE ENFORCEMENT; REQUIRING
POSTING OF FINE AMOUNTS ON CITY WEBSITE AND IMPLEMENTATION OF NEW FINES;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission of the City of Cocoa Beach has authorized the adoption of fines by Resolution in Ordinance 1706; 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, Section 30-29 OF Ordinance 1706 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, the City Commission hereby finds and declares that this fine schedule is in the best interest of the public health, safety, and welfare, and that the fines are justified considering the importance of this subject matter and the potential of damages to the city as a whole, individuals, and businesses that is likely to result if violations of Ordinance 1706 occur.

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

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

SECTION 2: FINES. The fines in Exhibit 1 – Fines for Violation of Ordinance 1706 are hereby adopted, as reflected in the Exhibit.

SECTION 3: CONFLICTS. The fines established in this Resolution supersede any fines that would otherwise be assessed for violation of Ordinance 1706.

SECTION 4: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The fines reflected on Exhibit 1 shall be posted on the City website.

SECTION 5: DIRECTING THE IMPLEMENTATION OF THE ESTABLISHED FINES. The City Manager, or designee, is authorized and directed to implement this Resolution.

SECTION 6: EFFECTIVE DATE: This Resolution shall become effective upon adoption.

RESOLUTION NO. 2025-34

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

RESOLUTION NO. 2025-34

RESOLUTION

The applicable civil penalties are as follows:

<u>Violation Classifications</u>	<u>First offense if citation is not contested & paid w/in 14 days: [per FS §162.21(3)(d)(9)]</u>	<u>First offense if citation is contested or is not paid w/in 14 days: [per FS §162.21(3)(d)(8)]:</u>	<u>Repeat offenses</u>
<u>Class I</u>	<u>\$ 20.00</u>	<u>\$ 40.00</u>	<u>\$ 50.00</u>
<u>Class II</u>	<u>\$ 45.00</u>	<u>\$ 90.00</u>	<u>\$ 100.00</u>
<u>Class III</u>	<u>\$ 95.00</u>	<u>\$ 190.00</u>	<u>\$ 200.00</u>
<u>Class IV</u>	<u>\$ 195.00</u>	<u>\$ 390.00</u>	<u>\$ 400.00</u>
<u>Class V</u>	<u>\$ 245.00</u>	<u>\$ 490.00</u>	<u>\$ 500.00</u>

City of Cocoa Beach City Commission

Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

November 6, 2025

REQUESTED MOTION/ACTION

Approve Task Order #3 from Black & Veatch Corporation in the amount of \$192,968 for engineering and design services for gravity sewer pipe replacement along Marion Lane and St. Lucie Lane. This is a budgeted capital expense.

Recommendation: Approve

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

IS THIS ITEM BUDGETED (IF APPLICABLE)?

\$200,000 budgeted for engineering and design of pipe replacements within the City.

BACKGROUND:

We have identified two areas in the City that are in need of engineering assistance to design replacement of gravity sewer lines.

Area one is located in the rear of the property lines between Marion Lane and Hernando Lane. This gravity sewer line also runs underneath the Ron Jon's surf shop parking lot. This pipe was televised in 2024 and upon review we've deemed that it is too risky to line the inside. This pipe has multiple "bellies" where water will sit and become stagnant. The pipe may have shifted or settled within these areas over time causing this issue. We have to clean this pipe almost quarterly to clean any debris that may become entrapped in these bellies so proper flow of water can be achieved. Removal and replacement of this pipe is our only option at this time. Please see attachment for project location.

This area also is home to a pipe along Ocean Beach Boulevard crossing Marion Lane intersection that was discovered to be original cast iron pipe. It's deteriorated beyond the point of rehabilitation and removal and replacement is our only option at this time. Please see attachment for project location.

Area two is located at the intersection of St Lucie Lane and S. Banana River Boulevard. There is a section of ductile iron pipe that crosses beneath a 72" concrete storm pipe near the island at this intersection. This section of pipe has become tuberculated over time and creates blockages. This pipe also has to be cleaned on a quarterly basis so proper flow of water can be achieved for this service area. Replacement of this section of pipe is our only option at this time. Please see attachment for project location.

Black & Veatch has been tasked to provide this proposal. B&V is currently assisting the City with two other projects so they are familiar with our needs of the sewer network. Staff is proposing to approve task order #3 for these two new areas as we continue to try and better our sewer utility for our businesses and residents alike.

This is a budgeted capital expense and the full proposal is attached for reference.

**EXHIBIT A
TO
CONTRACT FOR CONTINUING ENGINEERING SERVICES**

**CONTRACT # RFQ23-003
TASK ORDER NO. 3 ENGINEERING SERVICES FOR MARION LN & ST. LUCIE LN -
GRAVITY SEWER REPLACEMENT PROJECT**

OWNER: City of Cocoa Beach (CITY)
CONSULTANT: Black & Veatch Corporation (CONSULTANT)
PROJECT: Marion Ln & St. Lucie Ln - Gravity Sewer Replacement Project
CONTRACT: RFQ23-003 Continuing Engineering Services Contract

DESCRIPTION OF SCOPE OF SERVICES

PROJECT OVERVIEW

City of Cocoa Beach (CITY) has identified three gravity sewer locations that need to be replaced. Area one is located near the intersection of Marion Ln and Ocean Beach Blvd. Area two is located near the intersection of St. Lucie Ln. and S. Banana River Blvd. CITY has contacted Black and Veatch (CONSULTANT) to provide design, permitting and bidding for the replacement of three existing gravity sewers, as shown in **Attachment A**.

The work to be completed by the CONSULTANT is noted below:

SCOPE OF SERVICES

Task 1 – PROJECT ADMINISTRATION

Subtask 1.1 – Project Management

CONSULTANT will set up the accounting and filing systems for the project. In addition, CONSULTANT will develop a Project Execution Plan, Staffing Plan, QA/QC Plan, Change/Risk Management Plan, Health and Safety Planning Checklist, and Schedule.

CONSULTANT will develop templates to support monthly invoicing and progress reporting to the CITY. CONSULTANT will invoice CITY on a monthly basis. Each invoice will include a progress report.

Task 2 – KICKOFF AND DATA COLLECTION

Subtask 2.1 - Project Kickoff Meeting

Conduct project kickoff meeting with the CITY to confirm project goals, roles, and responsibilities and to review the scope of services. Immediately after the kickoff meeting CONSULTANT will conduct a site visit to evaluate site constraints. CONSULTANT will prepare and distribute an agenda and meeting summary. CONSULTANT has budgeted for two professionals to attend in-person and two to attend virtually.

Subtask 2.2 – Data Collection and Review

CONSULTANT will contact Sunshine State One Call and submit a design ticket. Afterward, the CONSULTANT will prepare a project location exhibit and request as-builts of existing utilities from the utility companies identified with the associated design ticket.

Task 3 – SURVEY, SUE, AND GEOTECHNICAL SERVICES

Task 3.1 – Survey and SUE Services

Consultant, through a subcontract with a local surveyor, will provide necessary field design surveys as follows:

1. Survey of the pipeline replacement segments.
2. SUE Quality Level B via electromagnetic locator and ground penetrating radar (GPR) for the project areas as shown in **Attachment B**. Quality Level B involves the application of appropriate surface geophysical methods to determine the existence, horizontal and approximate vertical positions of all utilities within the project limits that may conflict with underground infrastructure proposed in this project. This will help determine existing sanitary sewer locations and identify potential conflicts with other utilities. CONSULTANT will incorporate information received from GPR and soft digs into the design documents. GPR will be completed at the time of the survey, additionally, 10 soft digs will be completed to support the 90% design.

Subtask 3.2 – Geotechnical Services

The purpose of this investigation will be to explore the soil and groundwater conditions at the sites and to use the information obtained to provide geotechnical engineering recommendations for engineering design and construction efforts for the proposed sewer replacement at two locations. Our

recommended scope of services included in **Attachment C** includes the following:

1. Coordinate boring locations, including field reconnaissance, and mark boring locations at the sites.
2. Coordinate clearance and meetings with utility locators.
3. Mobilize the truck-mounted drill rig and personnel.
4. Provide maintenance of Traffic (MOT) during the drilling operations.
5. Perform a total of 3 Standard Penetration Test (SPT) borings to a depth of 15 feet each.
6. Collect groundwater level measurements and estimate normal wet seasonal high groundwater table.
7. Visually examine all recovered soil samples in accordance with ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content, and natural moisture content, as appropriate.
8. Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for site preparation, fill placement, and compaction.

The subconsultants' detailed proposals for these services are attached and considered a part of this proposal.

Task 4 – CONSTRUCTION DOCUMENTS

CONSULTANT will prepare contract documents for the selection of one construction CONTRACTOR on a competitive bid basis.

Subtask 4.1 – 60% Design

CONSULTANT will complete the following as part of this subtask:

1. The following Sheets will be updated and/or developed:
 - Cover Sheet and Index of Drawings.
 - Construction notes.
 - Plan and profile sheets showing horizontal and vertical alignment of proposed piping.
 - Plan and profile section details of the connection points.

- Pavement and sidewalk restoration.
- 2. CONSULTANT will prepare technical specifications for the required project components. The intent of the specifications is to detail the activities, materials, criteria, equipment, contractual items, and payment to be incorporated into the project.
- 3. Prepare Class III OPCC as per AACE International.

Subtask 4.2 – 90% Design (Issued for Permitting)

CONSULTANT will address all comments obtained from CITY on the 60% Design Submittal.

Additionally, for the preparation of this subtask, CONSULTANT will perform the following activities:

1. The following Sheets will be updated and/or developed:
 - Cover Sheet and Index of Drawings.
 - Construction notes.
 - Plan and profile sheets showing horizontal and vertical alignment of proposed piping.
 - Trenchless crossings plan, profile, and details.
 - Plan and profile section details of the connection points.
 - Maintenance of Traffic (MOT).
 - Pavement and sidewalk restoration
 - Civil detail and structural details.
 - Sediment and erosion control plan.
2. Update specifications.
3. Update Class III OPCC to a Class II OPCC as per AACE International with a -15% to +20% expected accuracy level.

Subtask 4.3 – 100% Final Design Submittal (Issued for Bidding)

CONSULTANT will incorporate all comments received from CITY and permitting agencies during the review of the 90% Submittal (Issued for Permitting). The resulting completed drawings and specifications will be submitted to the regulatory agencies and issued for bidding. Additionally, Class II OPCC will be updated to Class I as per AACE International with a -10% to +15% expected accuracy level.

Subtask 4.4 - Design Progress and Review Meetings

CONSULTANT will attend design progress meetings as needed. This proposal includes one progress meeting and design review meetings for the 60% and 90% deliverables, for a total of three meetings.

Task 5 – COORDINATION WITH PROPERTY OWNERS

CONSULTANT will support the CITY in coordinating with up to four property owners adjacent to the existing gravity sewer easement near Marion Ln. CONSULTANT has budgeted for one professional to attend up to a total of 2 in-person meetings.

Task 6 – PERMITTING SERVICES

At the start of Subtask 3.2 – 90% Design (Issue for Permitting), CONSULTANT will coordinate and prepare permitting applications for the regulatory agencies having jurisdiction. Comments received from regulatory agencies will be incorporated into the 100% Final Design Submittal (Issued for Bidding). It is assumed OWNER will pay the permit fees.

This scope of work includes coordination with the agencies having jurisdiction, which are expected to be:

- FDEP Wastewater Collection/Transmission System Permit
- City of Cocoa Beach (ROW)

Task 7 – BIDDING SERVICES

CONSULTANT will provide assistance to the OWNER during the bidding phase of the project. These services assume that the project will be publicly bid as a single bid package. Services are anticipated for a single advertisement with up to a three-month bid period.

Subtask 7.1 - Pre-Bid Conference

CONSULTANT will attend a pre-bid conference to be held with the prospective contractor(s) and assist the CITY in presenting an overview of the project elements and answering questions. CONSULTANT has budgeted for the Engineer of Record and one additional team member to attend this meeting in person.

Subtask 7.2 - Bidder Questions and Addenda

CONSULTANT will develop responses to technical questions and develop language for addenda items in response to bidder questions, as appropriate, upon interpreting the construction documents. It is anticipated that up to three addenda will be issued.

Subtask 7.3 - Bid Evaluations

CONSULTANT will review a copy of the bids received by CITY. Within two weeks of bid opening, CONSULTANT will evaluate the bids for responsiveness and price, including alternative prices and unit prices. For the apparent low, responsive bidder, CONSULTANT will review contractor qualifications for compliance with the contract documents and assist the CITY in validating the provided references.

CONSULTANT will evaluate and provide recommendations via email to the CITY based on a review of the bids.

PARTICIPATION BY THE OWNER

The following participation by the CITY will be needed to support execution of work under this Work Assignment:

- Provide CONSULTANT with requested data, as available, to support the assessments.
- Review and comment on draft submittals within two weeks of submittal dates.
- Participate in meetings, interviews, and site visits with CONSULTANT as identified herein.
- Pay for permitting fees.
- Obtain any necessary easements.

COMPENSATION

Consultant will perform the services described herein for the fee summarized below and detailed in the attached **Attachment D**, in accordance with Contract RFQ23-003.

Work performed shall be compensated on a lump sum basis with progress payments payable in proportion to the percentage of work completed in the amount of \$192,968.00 Consultant may alter the distribution of compensation between individual phases or tasks noted herein to be consistent with the services rendered. However, the Consultant shall not exceed the total Lump Sum amount unless approved in writing by the CITY.

Fee Breakdown	
Task	Proposed Fee
Task 1: Project Administration	\$22,598.00
Task 2: Project Kickoff and Data Collection	\$7,984.00
Task 3: Survey, SUE, and Geotechnical Services	\$46,868.00
Task 4: Design Documents	\$93,978.00
Task 5: Coordination with Property Owners	\$8,100.00
Task 6: Permitting Assistance	\$6,090.00
Task 7: Bidding Assistance	\$7,350.00
Lump Sum Total	\$192,968.00

SCHEDULE

The anticipated work completion durations are outlined below. A more detailed project schedule will be developed upon receipt of the Notice to Proceed.

Survey and Geotech	3 months
Design	6 months*
Bid Phase Services	3 months**

* At the end of each design milestone, CITY will review the plans and technical specifications and forward consolidated in one set of review comments to CONSULTANT within 14 calendar days.

** Note the bid duration is dependent on the CITY's procurement department.

SUPPLEMENTAL SERVICES

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented herein, or if the City desires additional services (Supplemental Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the CITY and CONSULTANT. Supplemental Services are defined as follows:

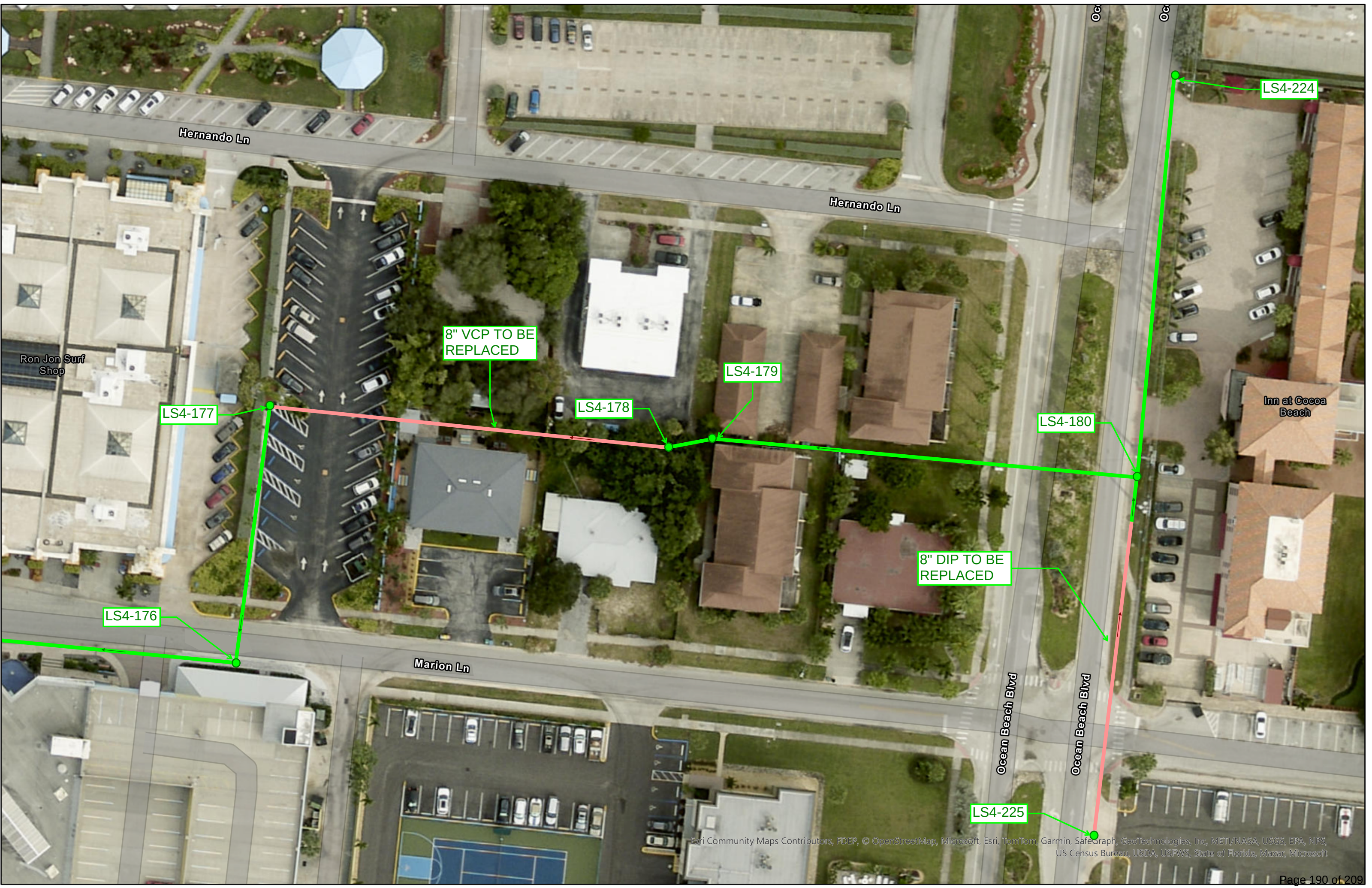
1. Any work requested by the CITY that is not included in one of the items listed in any other phase will be classified as supplemental services.

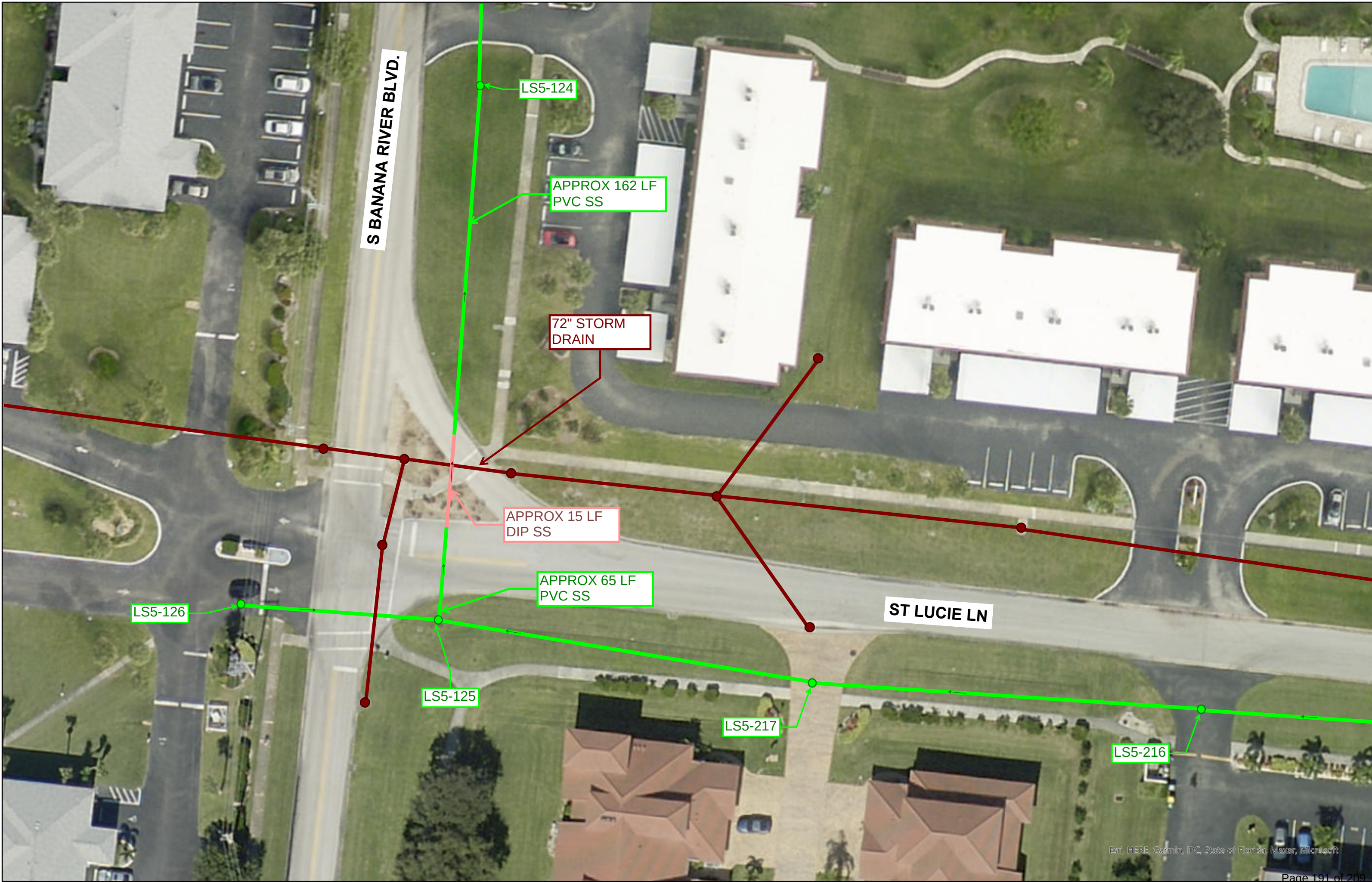
2. Supplemental services shall include, but are not limited to:

- a) Appearances at public hearings or before special boards.
- b) Ecological or environmental investigation
- c) Public relations
- d) Review and processing of the Contractor's monthly payment requests
- e) Perform hydraulic analysis or any other investigations to validate pipe size. CITY will provide the final pipe diameter and the desired pipe connections prior to the start of the 60% design.
- f) Services beyond 12 months after NTP.
- g) Construction phase services

END OF SCOPE

Attachment A Project Locations





Attachment B

Survey & SUE Locations and Proposal



900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

EMAIL

To: Ms. Jessica Hernandez Rebollo

From: Rick D. Brown

Email: HernandezJN@bv.com

Pages: 10

Phone 1-913-458-3198

DATE: October 24, 2025 (Revised)

Re: PROPOSAL FOR SURVEYING – Survey support services for Marion

Lane & St. Lucie Lane Gravity Sewer Replacement Project, Cocoa Beach,

Brevard Co., FL

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

Please find attached our proposal for surveying services for the above-referenced project.

If you have any questions or comments, please let me know. You can reach me at:
Ofc: 407-847-2179 x-229 or Email: rick@jsurveying.com.



900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179

October 24, 2025 (Revised)

Ms. Jessica Hernandez Rebollo
Black & Veatch
3405 W. Dr. M.L. King Jr. Blvd, Ste 125
Tampa, FL 33607

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Marion Lane & St. Lucie Lane Gravity Sewer
Replacement Project, Cocoa Beach, Brevard Co., FL

Dear Jessica:

Pursuant to your request for surveying services on the above-referenced site, the following is an outline of the scope of services.

TASK I: Prepare a topographic route survey of a portions of Marion Lane and St. Lucie Lane per the attached Exhibit "A". Survey will gather spot elevations on an approximate sufficient grid interval, using GPS and convention survey data collection. Locate surface evidence of existing utilities. Locate existing trees within the right of way. Make sufficient ties to establish the existing right of way lines. Locate flags and paint marks of underground utilities as placed by Blood Hound (BHUG). Surveyor will coordinate with BHUG on the surface designation, location of existing utilities within the limits outlined above. Elevations will be based on NAVD 1988 Vertical Datum and Horizontal will be based on State Plane Coordinates Florida East Zone.

TASK II: Locate findings of Blood Hound (BHUG) test hole reports for six (6) test holes. This activity will be coordinated with BHUG and JS to mobilize on next day completion of test hole completion.

Final deliverable will be a route/topographic survey prepared in AutoCAD.

Summary of Fees:

JS proposes the following lump sum fees of:

TASKS I & II: \$12,500.00

Blood Hound's price proposal attached hereto, which is separate from the Johnston's Surveying fee above, is as follows:

Price Proposal \$11,700.00

Total fee including JS and BHUG: \$24,200.00

Any additional surveying services outside the above scope will be billed at an hourly rate.

Ms. Jessica Hernandez Rebollo
October 24, 2025 (Revised)
Page 2

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Marion Lane & St. Lucie Lane Gravity Sewer
Replacement Project, Cocoa Beach, Brevard Co., FL

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,

A handwritten signature in blue ink, appearing to read "R.D.B.", followed by a horizontal line.

Richard D. Brown
President



ESTIMATE

Created Date 10/20/2025
Expiration Date 1/20/2026
Estimate Number 119264

Customer	Johnston's Surveying	Name	Christi Turner
Billing Address	900 Cross Prairie Pkwy Kissimmee, FL 34744 US	Phone	407-847-2179 x221
		Email	christi@jsurveying.com
Job Site Location	St Lucie Ln. and S Banana River Blvd., Cocoa Beach, FL, 32931		

Product	Invoice Description	Quantity	Sales Price	Total Price
Trip Charge	Trip Charge	2.00	\$80.00	\$160.00
Advantage Locate (hourly)	EM / GPR Locating (hourly rate)	16.00	\$215.00	\$3,440.00
Mob - Vac Ex (Hrly)*	Vacuum Excavation Mobilization (hourly rate)	6.00	\$225.00	\$1,350.00
Vacuum Excavation (Hourly)	Vacuum Excavation (Hourly rate)	18.00	\$375.00	\$6,750.00
Grand Total				\$11,700.00

Scope of Work

BHUG SOW

Customer has requested a ****Revised** estimate for the following scope of work:

****Revised due to decrease in SOW.**

Client has requested an estimate to horizontally locate detectable underground utilities within the 3 Red outlined areas as shown on the provided exhibits.

Customer has requested approximate depths to be noted on site sketch. Please note that all depths are approximate and can only be verified using vacuum excavation.

· All estimated values are subject to change (+/-) once the technician arrives on site and conducts a proper site assessment. A Not to Exceed amount can be provided upon request, this will increase the estimate.

· Client will only be invoiced for time needed to complete the stated SOW with a (2) TWO-HOUR MINIMUM plus trip charge where applicable. Customer is advised if less time onsite is required, invoicing will be reduced to no less than the minimum fee. Any additional time required on site to complete the task beyond the estimated / minimum time will be invoiced in 15-minute increments of the provided hourly rate, upon customer approval.

· Estimated time onsite does not include time for any site-specific training, escorting or ingress / egress time which if required, shall be an additional billable charge up to and including exceeding the estimate.

· BHUG will attempt to locate public utilities to the best of our ability when requested, with the information provided. However, not having access to utility records, plans, maps or utility enclosures may be cause for some utilities to be unaccounted for, therefore it is always the customer responsibility to call 811.

· The performance of BHUG's services is limited to full and unobstructed access to include but not limited to mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication),

ESTIMATE

Created Date 10/20/2025
Expiration Date 1/20/2026
Estimate Number 119264



dispensers, fenced compounds, tanks and structures. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.

- Any available as-builts, engineered or other record drawings, if available, should be supplied to us prior to providing an estimate and commencement of field work. Any drawings supplied to us after the estimate has been delivered to the customer will require a mandatory review of the estimate and potential revisions to the scope of work and associated pricing.

- Blood Hound will utilize a variation of electromagnetic (EM) equipment to locate detectable underground facilities on site as indicated by client. The following equipment will be employed:

- GPR equipment (varies by region and technician) when deployed on site in all orientations this device will be used to detect subsurface features on site. These targets could be point or lineal features.
- Limitations exist with this equipment as soil conditions, utility composition and installation methods are all factors. The scope of work and site conditions will determine the overall usage of this equipment.
- Customer is advised that limitations exist in locating undetectable materials like plastic or HDPE or C900 without traceable wire attached, transite or concrete pipes, or Plastic Force Sewer Mains. Utility depths will be provided however the depths are approximates only. Refer to the attached Limitations of Services Document.

Client deliverables upon completion of the job: (Deliverables are subject to equipment used on site)

- Client will receive a Google Earth Image with the APPROXIMATE location of the facilities located drawn on the map. Map is NOT TO SCALE.
- Facilities will be painted and flagged in the field.
- Site photographs (If site permits)
- GPR Data in a .KMZ File

- Customer is advised that Blood Hound utilizes water-based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling. The MSDS is available upon request.

- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM/Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.

- The following work is being performed to Quality Level A standards in accordance with CI/ASCE 38-02.

- Vacuum Excavation will be utilized to provide the precise vertical position of the conflict or connection point utilities within the specific areas to be determined by the engineer of record (EOR). Based on this request it is assumed that up to ten (10) soft surface excavations may be required. Estimate does not include time and materials for hard surface test holes, see below. **

- Client will only be invoiced for time needed to complete the stated SOW with a four-hour minimum. Customer is advised if less time onsite is required than estimated, invoicing will be reduced to no less than the minimum fee. Any additional time required on site to complete the task beyond the estimated / minimum time will be invoiced in 15-minute increments of the provided hourly rates, upon customer approval.

- Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing



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above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes. A digital field sketch will be provided along with pictures of the areas in question.

- Cavities will be refilled with dry, native spoils (compacted in 6" lifts).
- Estimate does not include any final restoration such as hot mix asphalt, milling / resurfacing or special back fill requirements (flowable fill.) If final restoration is required by end client, city, state, or any other entity, that restoration will be the responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a Quikrete type product.
- **Customer understands any fees required for permits and MOT services are not provided and included in this estimate. Until test hole locations are determined it is not possible to include time and material fees for traffic control and restoration.
- Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.
- This estimate is valid for 90 calendar days from date of issue.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

Please send all POs / Contracts to BHUGContracts@bhug.com.

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for services rendered.

Signature: _____

Blood Hound
Corporate Headquarters
6500 Technology Center Dr., Suite 200
Indianapolis, IN 46278

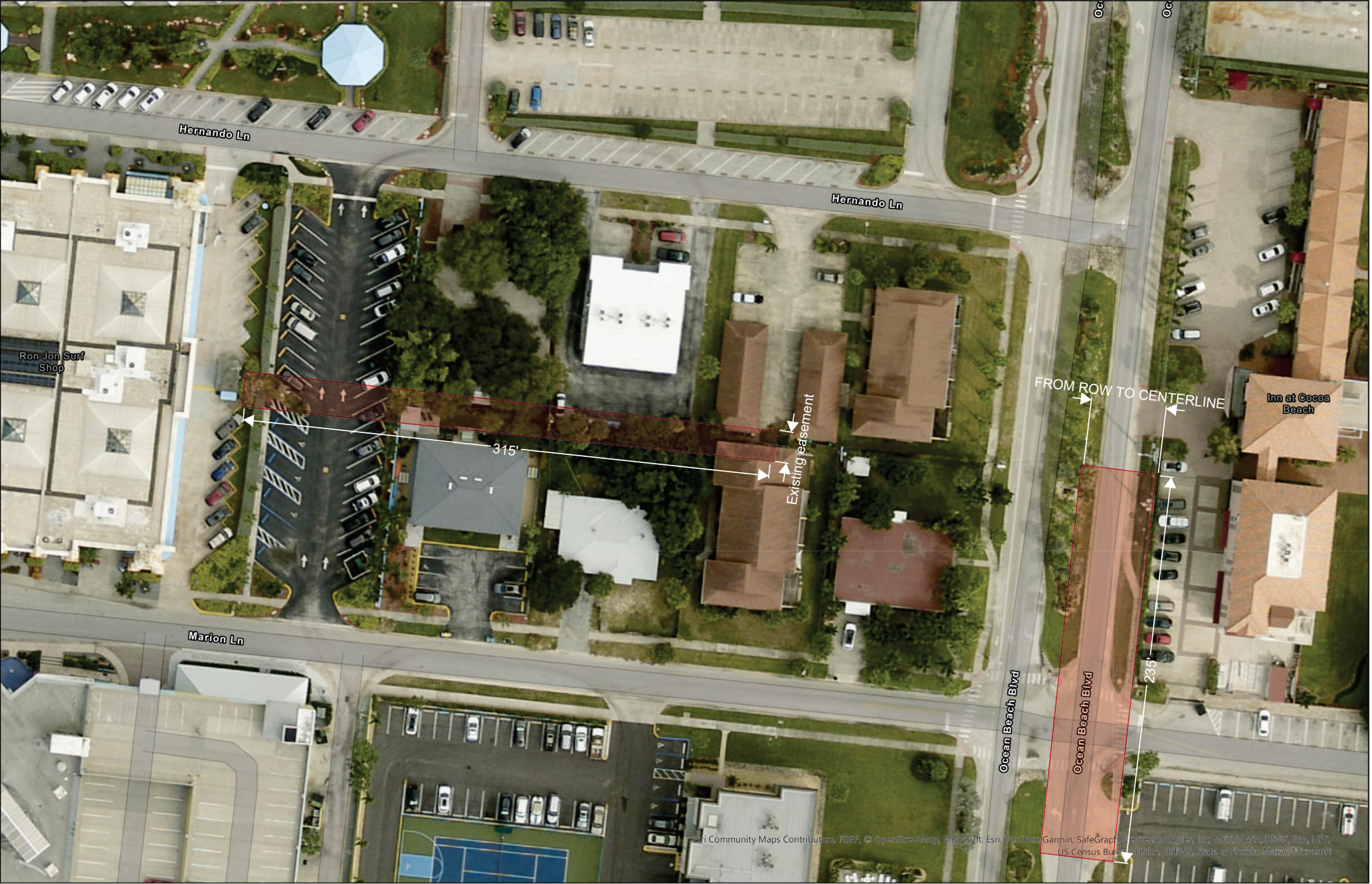
ESTIMATE

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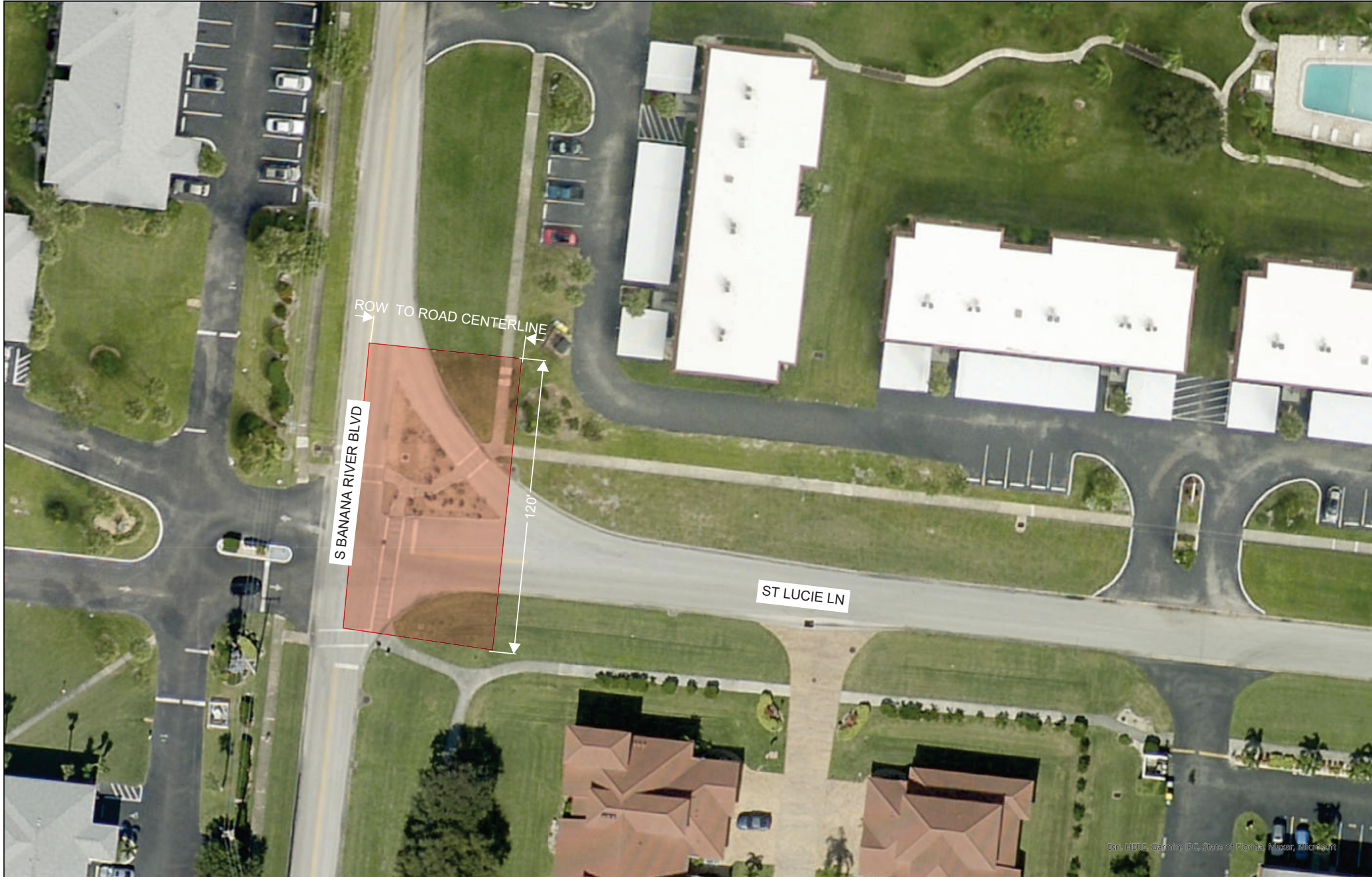


Printed Name: _____

Date Signed: _____



Esri Community Maps Contributors, FDEP, © OpenStreetMap contributors, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Florida, Maxar, Microsoft



Esri, HERE, Garmin, (P)C, State of Florida, Maxar, Microsoft



900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

CONDITIONS OF PROPOSAL ACCEPTANCE

Black & Veatch - Marion Lane & St. Lucie Lane Gravity Sewer Replacement Project, Cocoa Beach, FL – Route & Test Holes

Services and fees outlined in this proposal dated 10-24-25 are subject to the following conditions:

1. This fee does not include any services for outside consultants.
2. All reimbursable expenses, including but not limited to, blueprinting, photographic work, photocopies and express charges will be billed separately and independently of the contract amount.
3. All services are based on a "one-time" performance only. Any additional services not outlined will be performed at our normal hourly rates, after client authorization.
4. The client is responsible for any application or review fees required by governmental or regulatory agencies for plan submittals.
5. All application or review fees and reimbursable expenses, except blueprints, paid directly by consultant will be subject to a 15% surcharge.
6. We cannot guarantee governmental or regulatory agency approvals, nor is our fee dependent on such.
7. Invoices will be considered due and payable within 10 days of the date of the invoice. All "past due" invoices are subject to interest attached at 1.5% per month, 18% per annum.
8. The client has the right to terminate this agreement with a 10 working day advance written notice. If such termination takes place, the consultant will present a final invoice based on the percentage of the completed project.
9. Should it become necessary for the consultant to utilize its attorney to collect fees due the consultant, the client agrees to bear the cost of collection, including reasonable attorney's fees.
10. Retainer of \$0 will be required upon execution of this contract.

If this proposal meets with your approval, please return one copy (executed with the original signature of the party responsible for payment) to this office. Upon receipt, it shall be deemed a mutually binding contractual agreement between the signing parties. If this proposal is not executed and returned to this office within 90 days, it shall be null and void. Any fees associated with this proposal are subject to increase if this contract is still in force at the end of one year.

CONSULTANT: 
Richard D. Brown – President

DATE: 10-24-2025

ACCEPTED BY: _____

DATE: _____

COMPANY: _____

POSITION: _____

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Attachment C

Geotech Locations and Proposal

October 6, 2025

Black & Veatch

201 South Orange Avenue, Suite 500
Orlando, Florida 32801

Attention: Ms. Jessica Hernandez Rebollo
Civil Engineer, Water

RE: Geotechnical Engineering Fee Proposal for
Marion Lane and St. Lucie Lane Gravity Sewer Replacement
City of Cocoa Beach
NADIC Proposal No. PQ.GEO-CV25065

Dear Ms. Hernandez:

As per your email dated July 21, 2025, **Nadic Engineering Services, Inc. (NADIC)** is pleased to provide this Fee Proposal for the replacement of two (2) gravity sewer lines located along Marion Lane and Saint Lucie Lane in City of Cocoa Beach, Florida.

This proposal presents our understanding of the project, our recommended scope of services, cost and schedule for providing these services.

The purpose of this investigation will be to explore the soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for engineering design and construction effort for the proposed improvements. Our recommended scope of services includes the following:

- 1) Coordinate boring location, including field reconnaissance, mark boring location at the sites.
- 2) Coordinate clearance and meetings with utility locators.
- 3) Complete City of Cocoa Beach Permit application. We understood there are no fees for the permit.
- 4) Mobilize truck mounted drill rig and personnel.
- 5) Perform a total of three (3) Standard Penetration Test (SPT) borings to a depth of 15 feet for the proposed gravity sewer replacement.
- 6) Collect groundwater level measurement and estimate normal wet seasonal high groundwater table.
- 7) Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content and natural moisture content, as appropriate.
- 8) Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for site preparation, fill placement and compaction. The report shall also include the following:
 - Review of readily available published geologic and topographic information, including the appropriate Quadrangle Map published by the United States Geological Survey (USGS) and the "Soil Survey of Brevard County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
 - Site Plan showing boring location.
 - Report of Borings indicating the general subsurface conditions encountered at the proposed project sites, noting any anomalies or features which could affect construction.
 - Discuss groundwater conditions encountered.

- Engineering evaluation of field and laboratory visual classification data as well as an interpretation of the subsurface conditions with respect to the proposed construction.
- Dewatering recommendations based on soil types and groundwater levels, if necessary.
- Identification of critical design or construction details, including groundwater levels (seasonal fluctuations).
- Site preparation including excavation techniques, expectations, depth of removal and over-excavation, safe slopes for any permanent cuts or fills, and improvements of in-situ soils, if applicable.
- Support of excavations including protection of existing adjacent utilities/structures during construction, lateral pressures for design of excavation support systems and any displacement monitoring recommendations.
- Constructability considerations including temporary excavation slopes, sheeting and shoring/cofferdams, traffic control/maintenance, excavatability, possibility of heave of excavation bottoms, and applicable dewatering issues and methods.
- Influence of deleterious soils, if encountered, on foundation design and recommendations to mitigate detrimental effects.
- Backfill materials including onsite availability, recommended index properties, aggregate gradations, classifications in accordance with ASTM D2487 and moisture and density compaction criteria.
- Compaction characteristics and suitability of onsite soils for use as engineered and other fills and other pertinent earthwork recommendations, including shrinkage factors.
- Possible effects of pipeline construction on the surface and subsurface facilities in the alignment and recommended measures to control detrimental effects or ground subsidence.
- Any other geological or geotechnical recommendations considered by the geotechnical engineer to be pertinent to the project.

In accordance with the proposed scope of services and unit prices, we estimate the total (Not-To-Exceed) cost for our geotechnical services to be **\$13,001.75**. Our schedule to complete the described work will be six (6) working weeks from your written notice to proceed.

Additional work required beyond the scope of services not included in this proposal, or as caused by factors beyond NADIC's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

Limitations:

This proposal is subject to the following limitations: (1) The site is accessible to the drilling equipment assumed in this proposal. If other type of drill rig is required due to site and/or weather condition, appropriate adjustments to the fees will be made. (2) NADIC bears no responsibility for damages to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call. (3) Undisturbed samples, hydrometer, consolidation and triaxial tests are not included unless stated in Attachment A. (4) Environmental condition exploration and evaluation are not included in this study.

Black & Veatch

Marion Lane and St. Lucie Lane Gravity Sewer Replacement

NADIC Proposal No.: PQ.GEO-CV25065

October 6, 2025

Page 3 of 3

NADIC appreciates the opportunity of working with you, Black & Veatch on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

NADIC ENGINEERING SERVICES, INC.



Maria Bridges, M.S., E.I.
Staff Engineer



Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer
FL Registration No. 50637

Attachment: Attachment A – Computation of Geotechnical Cost

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
MARION LN ST. LUCIE LN GRAVITY SEWER REPLACEMENT
CITY OF COCOA BEACH, FLORIDA**

Component/Unit Description	UNIT	FM REPLACE	RATE	TOTAL COST
<u>I. FIELD EXPLORATION:</u>				
1. Crew & Equipment Mobilization:				
Truck Rig Mobilization	Ea.	1	\$563.55	\$563.55
MOT Portable Safety Sign	Ea.	6	\$65.00	\$390.00
MOT Channelization Cones (each)	Ea.	30	\$6.00	\$180.00
Support Truck	Hr	11	\$120.00	\$1,320.00
GPS Unit	Day	1	\$100.00	\$100.00
2. Standard Penetration Test Borings(ASTM D-1586):- Truck Drill Rig				
SPT Truck 0-50 Ft	LF	45	\$20.96	\$943.20
9. Truck and Crew:				
Drill Rig and Crew – Truck/Mud Bug (2 person)	Hr	1	\$329.13	\$329.13
14. Site Reconnaissance/Utility Coordination/Boring Location:				
a. - Engineer	hrs.	2	\$113.84	\$227.68
b. -Sr. Engineering Tech	hrs.	6	\$85.65	\$513.90
Totals for Field Exploration				\$4,567.46
<u>II. LABORATORY TESTING:</u>				
1. Visual Exam./Stratify(ASTM D-2488):				
-Engineer	hrs.	1	\$113.84	\$113.84
2. Grain Size Analysis:				
822- Soils Particle Anlys AASHTO T99 No Hydrome	Ea.	5	\$113.33	\$566.65
812 -Soils Material Finer then 200 sieve FM 1-T011	Ea.	0	\$75.28	\$0.00
819-Soil Organic Content Ignition FM 1-T 267:	Ea.	2	\$57.67	\$115.34
826-Soil Plastic Limit & Plasticity Index AASHTO T	Ea.	2	\$57.67	\$115.34
811-Soil Liquid Limit AASHTO T89:	Ea.	2	\$57.67	\$115.34
816-Soil Moisture Content AASHTO-T265):	Ea.	5	\$21.74	\$108.70
805-Soils Corrosion Series FM 5-550 to 5-553: (pH, Sulfate, Chloride, Resistivity)	Ea.	0	\$215.00	\$0.00
Totals for Laboratory Testing				\$1,135.21
<u>III. ENGINEERING AND TECHNICAL SERVICES:</u>				
1. Principal Engineer:	hrs.	2	\$257.65	\$515.30
2. Senior Engineer:	hrs.	0	\$217.75	\$0.00
3. Project Engineer:	hrs.	22	\$188.28	\$4,142.16
4. Engineer:	hrs.	11	\$118.30	\$1,301.30
5. Cadd/Computer Technician	hrs	6	\$104.20	\$625.20
6. Senior Engineering Technician:	hrs.	8	\$89.39	\$715.12
7. Secretarial/Clerical:	hrs.	0	\$66.28	\$0.00
Totals for Engineering and Technical Services				\$7,299.08
Totals for all Services				\$13,001.75

Attachment D
Detailed Fee Table

Owner: [City of Cocoa Beach](#)

Project: [Marion Ln & St. Lucie Ln - Gravity Sewer Replacement](#)

PHASE/Task		Project Director	Project Manager II	Project Manager II (Pipelines)	QA/QC Manager	Project Engineer II	Project Engineer I	Sr. Engineering Technician	Cost Estimator	Sr. Project Controls Analyst	Sr. Accountant	SUBTOTAL, Hours	SUBTOTAL, Billings \$	Travel/Per Diem Expenses	SUBTOTAL, EXPENSES	SUBCONTRACTS		SUBTOTAL, SUBCONTRACTS	TOTAL Billings
																NADIC (Geotechnical)	L&S Diversified (Survey)		
		\$299.00	\$280.00	\$260.00	\$345.00	\$180.00	\$165.00	\$210.00	\$271.00	\$190.00	\$129.00								
(Billing Rate, \$\$,Hr.)																			
WORK BREAKDOWN STRUCTURE	TASK																		
Task 1: PROJECT ADMINISTRATION	0100	10	34	7		4				18	32	105	\$ 22,598						\$ 22,598
Task 2: PROJECT KICKOFF AND DATA COLLECTION	0200																		
2.1 - Project Kickoff Meeting	0210	1	1	9		8						19	\$ 4,359	\$ 760	\$ 760				\$ 5,119
2.2 - Data Collection and Review	0220					4	13					17	\$ 2,865						\$ 2,865
Task 3 : SURVEY, SUE, AND GEOTECHNICAL SERVICES	0300																		
3.1 - Survey and SUE Services	0310		1	2		8				1	7	19	\$ 3,333				\$ 24,200	\$ 26,620	\$ 29,953
3.2 - Geotechnical Services	0320		1	2		4				1	7	15	\$ 2,613			\$ 13,002		\$ 14,302	\$ 16,915
Task 4: DESIGN DOCUMENTS	0400																		
4.1 - 60% Design	0410	2	3	20	4	47	22	43	35		8	184	\$ 39,655						\$ 39,655
4.2 - 90% Design (Issue for Permitting)	0420	2	3	16	4	37	22	23	27		8	142	\$ 30,447						\$ 30,447
4.3 - 100% Design (Issued for Bidding)	0430	2	3	12	4	27	18	23	19		1	109	\$ 23,876						\$ 23,876
Task 5: COORDINATION WITH PROPERTY OWNERS	0500			22		9						31	\$ 7,340	\$ 760	\$ 760				\$ 8,100
Task 6: PERMITTING S ASSISTANCE	0600																		
6.1 FDEP Wastewater Collection/Transmission System Permit	0610		1	1		2	13					17	\$ 3,045						\$ 3,045
6.2 City of Cocoa Beach ROW Permit	0620		1	1		2	13					17	\$ 3,045						\$ 3,045
Task 7: BIDDING SERVICES	0700														\$ -				
7.1 - Pre-Bid Conference	0710			8		8						16	\$ 3,520	\$ 380	\$ 380				\$ 3,900
7.2 - Bidder Questions and Addenda	0720		1	2		8						11	\$ 2,240						\$ 2,240
7.3 - Bid Evaluations	0730			2		2	2					6	\$ 1,210						\$ 1,210
Total, Hours		17	49	104	12	170	103	89	81	20	63	854							
Total, Billings		\$ 5,083	\$ 13,720	\$ 27,040	\$ 4,140	\$ 30,600	\$ 16,995	\$ 18,690	\$ 21,951	\$ 3,800	\$ 8,127		\$ 150,146	\$ 1,900	\$ 1,900	\$ 14,302	\$ 26,620	\$ 40,922	\$ 192,968