



Meeting Agenda
Thursday, December 4, 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 Val DeVera, Father, Our Saviour Catholic Church
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. SPECIAL PRESENTATIONS

1. Cocoa Beach Vulnerability Assessment
Representative: Applied Ecology & Geosyntec

D. PUBLIC COMMENTS

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

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the November 6th 2025, Commission Meeting Minutes
Staff Representative: City Clerk Department
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. NEW BUSINESS

1. Ratify the following Wage Re-Opener for the period of October 1, 2025, to September 30, 2026, between the City of Cocoa Beach and The Florida State Lodge Fraternal Order of Police Inc. (FOP).
Staff Representative: Cindy Depina, Human Resources Director
Recommendation: Approve
2. Approve the FDLE Local Law Enforcement Immigration Grant Program.
Staff Representative: Wes Mullins, Chief of Police & Assistant City Manager
Recommendation: Approve
3. Adopt Ordinance 1707 on first reading, - An ordinance of the City of Cocoa Beach, Florida, merging the Sustainable Land Advisory Committee with the Planning Board into a single board continuing to be known as the "Planning Board"; providing for membership; providing for duties and responsibilities; providing for terms of office; providing for transition of existing members; providing for rules of procedure; providing for severability; providing for codification; and providing for an effective date.
Staff Representative: David Dickey, Development Services
Recommendation: Adopt
4. Adopt Resolution 2025–35, a Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the fees for the Cocoa Beach Golf Course, providing for amendment of fees, incorporation of recitals, and providing for an effective date.
The proposed golf fees are effective 1/1/2026.
Staff Representative: Andi Segarra, Leisure Services Director
Recommendation: Adopt
5. Adopt Resolution 2025-36, A resolution of the City of Cocoa Beach, Brevard County, Florida, pursuant to section 196.1978(3)(o), FLA. Stat., electing to not exempt property from ad valorem property tax under section 196.1978(3)(d)1.a., FLA. Stat., commonly known as the "Live Local Act Property Tax Exemption"; providing for incorporation of recitals, required findings, direction to the Mayor, direction to the City Manager, applicability, severability, and a conditional effective date.
Staff Representative: Becky Vose, City Attorney
Recommendation: Adopt

6. Set Appointments to Organizations for 2026
Representative: City Commission
Recommendation: Appoint the 2026 Representatives

**Space Coast Transportation Planning Organization (SCTPO)
2026 Cocoa Beach Designated alternate:**

2026 Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

2026 Staff Representative Alternate: Carrie Lombardo

2025 Cocoa Beach Voting Delegate: Mayor Keith Capizzi,

2025 Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

2024 Cocoa Beach Voting Delegate: Commissioner Skip Williams;

The 2026 Cape Canaveral Voting and Primary Delegate is: Mayor Wes Morrison,

Per the agreement, the Cities of Cocoa Beach/Cape Canaveral share Voting Delegates on the Transportation Planning Organization. For 2026, the Voting Delegate is Cape Canaveral and Cocoa Beach is designated the alternate.

Space Coast League of Cities (Meets 2nd Monday, 6:30 pm. at Hosting City) Space Coast League of Cities Intergovernmental Committee (2nd Monday, 5:45pm, at Hosting City)

2026 Voting Delegate, _____,

2026 Alternate Delegate _____

General Employees' Pension Board - (Meets Quarterly 3pm, Thursdays before Commission meetings, Cocoa Beach)

2026 Commission Representative: _____

2025 Commission Representative: Commissioner Skip Williams

Canaveral Port Authority (usually Meets the 3rd Wednesday of the month, 9:00 am)

2026 Commission Representative: _____

2025 Commission Representative: Commissioner Joshua Jackson

Cocoa Beach Art Show

2026 Commission Representative: _____

2026 Staff Representative: Carrie Lombardo, Government Affairs Manager

2025 Commission Representative: Commissioner Tim Tumulty

STAFF REPRESENTATIVE

Brevard County Water Supply Group (no set meeting time)

Staff Representative: Water Reclamation Director Brad Kalsow

St. Johns River Water Management District (Meets as needed)

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Cocoa Beach Main Street

Staff Representative: Carrie Lombardo, Government Affairs Manager

K. GENERAL PUBLIC COMMENT

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

L. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Cocoa Beach Vulnerability Assessment
Representative: Applied Ecology & Geosyntec

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This project is funded through a combination of FDEP grant funding and federal American Rescue Plan Act (ARPA) funding.

BACKGROUND:

The City of Cocoa Beach, like many coastal cities in the State of Florida, is becoming increasingly vulnerable to the effects of sea level rise (SLR), specifically coastal flooding. The City recognizes that both near term and future coastal flooding has direct impacts on residents, business and stakeholders throughout the community. To remain resilient in the face of these inevitable changes, the City of Cocoa Beach has initiated a Vulnerability Assessment (VA) to identify areas under City jurisdiction that are vulnerable to the future impacts of SLR, storm surge, and coastal flooding.

The city is working in partnership with the Florida Department of Environmental Protection (FDEP) to ensure the VA follows FDEP's standard processes to meet the requirements of Florida Statue, 380.093. Successful completion of these requirements will make the City eligible for future grant funding through the FDEP Resilient Florida Program to implement projects to address the impacts of flooding and SLR.

Following FDEP guidelines, a [Community Awareness Plan \(CAP\)](#) has been developed and to outline strategies to inform the public of the VA process and seek input from the community on priority areas where flooding is occurring. Residents and local businesses owners are encouraged to participate in the VA process by completing the survey below, providing input at community engagement workshops, and attending city commission meetings where updates will be discussed.

The VA team will first identify and spatially reference all of the City's critical assets such as roadways, municipal facilities, and other infrastructure. Thereafter, various SLR, storm surge, and rainfall scenarios will be modeled to assess the vulnerability of critical assets to flooding. Thereafter, adaptation strategies and capital improvement projects will be recommended.

This project is funded through a combination of FDEP grant funding and federal American Rescue Plan Act (ARPA) funding.

If you are currently experiencing a flooding concern that requires immediate attention, please contact the Stormwater Department via email stormwater@cityofcocoabeach.com.

COCOA BEACH VULNERABILITY ASSESSMENT (VA) UPDATE

December 4, 2025



VULNERABILITY ASSESSMENT BACKGROUND

- Assess the risk to city assets brought on by
 - Sea level rise
 - Storm surge
 - Increasing rainfall
- Identify critical assets in Cocoa Beach
- Evaluate various flood scenarios
- Prioritize and focus adaptation strategies
- ***Position the City for funding to implement projects***



VA Requirements

(Section 380.093,
Florida Statutes)

The Assessment must encompass the entire municipality and must include all critical assets owned or maintained by the grant applicant. Critical assets include:

- Transportation assets and evacuation routes
- Critical infrastructure (wastewater treatment facilities, drinking water facilities, utilities, communication facilities, etc.)
- Critical community and emergency facilities
- Natural, cultural, and historical resources



UPDATES SINCE LAST PRESENTATION

- Data Acquisition
 - Critical assets geodatabase
 - Data catalog
 - Flood risk scenarios
- FDEP Scoping Meeting



engineers | scientists | innovators



CITY OF COCOA BEACH

VULNERABILITY ASSESSMENT

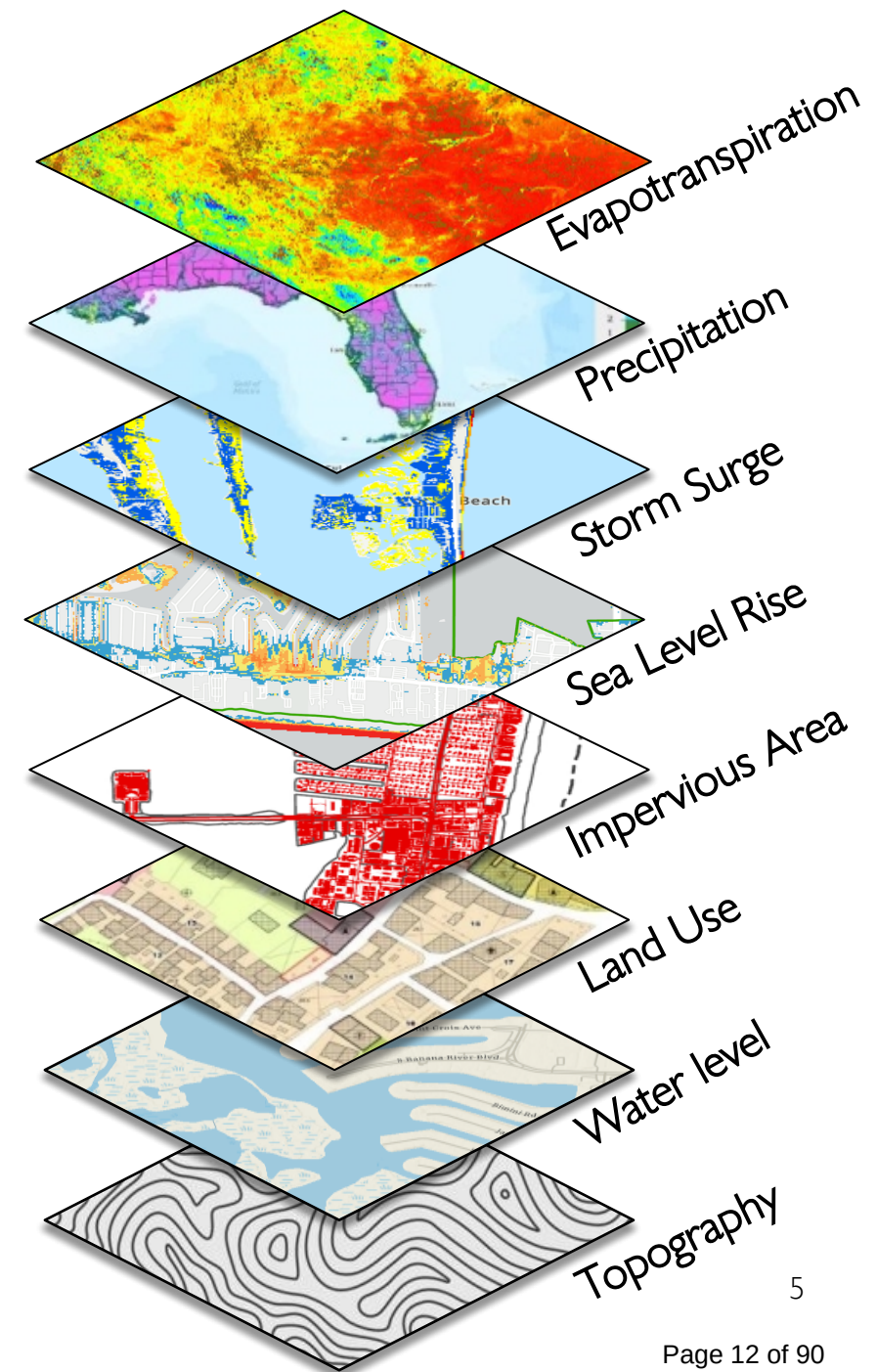
SECTION 2: BACKGROUND DATA COLLECTION

Prepared for:

City of Cocoa Beach, Florida
1600 Minutemen Causeways
Cocoa Beach, FL 32931

EXPOSURE ANALYSIS MODELING SCENARIOS

Flood Risk Scenario	Event Frequency	Planning Year	SLR Projection
Coastal Tidal Flooding	N/A	2020 2050 2080	Intermediate-Low & Intermediate
Storm Surge Flooding	100 Year Storm 500 Year Storm	Current 2050 2080	Intermediate-Low & Intermediate
Rainfall-Induced Flooding	100 Year Storm 500 Year Storm	2020 2050 2080	Intermediate-Low & Intermediate



EXPOSURE ANALYSIS SAMPLE MAPS



SENSITIVITY ANALYSIS

Sensitivity Analysis - Impact of Flooding on Critical Assets

- Evaluate the impact of flood severity on each asset class at each flood scenario to assign a flood risk level based on percentage of land area inundated and number of critical assets affected.
- Prioritize assets and/or geographic areas for future mitigation or adaptation strategies/projects.



Next Steps

Task	Completion Date
Task 0 – Identify Data Standards	<i>Completed</i>
Task 1 – Kickoff Meeting	<i>Completed</i>
Task 2 – Public Outreach Meeting #1	<i>Completed</i>
Task 3 – Acquire Background Data and BOCC Presentation #1	<i>Completed</i>
Task 4 – FDEP Scoping mtg/Exposure Analysis	<i>Completed</i>
Task 5 – Sensitivity Analysis	Current
Task 6 – Identify Focus Areas/Adaptation Projects/Strategies	December 2025/Jan 2026
Task 7 – Public Outreach Meeting #2	February 10, 2026
Task 8 – Final VA Report	March/April 2026
Task 9 – Public Presentation	May 12, 2026
Task 10 – Local Mitigation Strategy	June 2026

Thank You!



Morgan Zuhlke – City PM
Stormwater Utility Manager
Morgan.Zuhlke@CityofCocoaBeach.com



Scott Deitche – Project PM
Sr. Principal, Water Resources
ScottDeitche@Geosyntec.com



Leesa Souto, Ph.D.
Principal Scientist
LSouto@AppliedEcologyInc.com



CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
November 6, 2025

A. MEETING CALLED TO ORDER

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

Commission Members Present:

Mayor Keith Capizzi
Commissioner Joshua Jackson
Commissioner Tim Tumulty
Commissioner Jeremy Hutcherson
Vice-Mayor Skip Williams

Administrative Members Present:

City Attorney Becky Vose
City Manager A.J. Hutson
Police Chief, Assistant City Manager Wes Mullins
City Clerk Karin Grooms
Assistant to the City Clerk Michel Bryan
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Finance Director Hana Juman
Deputy Finance Director Devan Taly
Finance, Ander Hanson
Leisure Services Andi Segarra
Water Rec/ Public Works Director Brad Kalsow
Food & Beverage Manager Roy Hough
Leisure Services Director Andrea Segarra
Deputy Chief Kris Keuhn
Fire Chief, Justin Grimes
Deputy Fire Chief, Steve Lea
EMS Chief, James Schindler
Admin Chief, Shelby Teat

Fire Department Members present:

Tyler Barratt
Gabiella Ciraco
Patrick Dier
Thomas Ferraro
John Grasso
Dustin Hendry
Monique Irizarry
Nicholaus Lesch
Sam Lucas

Peter Marks
Katie Munn
Kyle Nichols
Rodrick Newlon
Trenton Prevost
Ben Rogers
Jaeger Vogt
Troy West
Cheyne Wilson

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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 THE AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

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

Justin Grimes, Fire Chief, Presented certificates of appreciation to the Fire Department members involved in an incident that occurred on the golf course that resulted in a cardiac arrest; that included bystanders and golf course employees. The names include:

Fire Department:

Peter Marks

Kyle Nichols

Patrick Dier

Nicholaus Lesch

Gabriella Ciraco

Scott Post

City Employees:

Ed Aldrich

Glenn Adams

Resident:

Mike Guy

Dr. Larissa Dudley, Medical Director. Shared her appreciation with all staff and their skills who were involved in the calls. She mentioned the cardiac arrest that occurred and added that it is important to stay educated with first aid skills and competence. She shared various scenarios in which these skills are used.

Jame Schindler, EMS Chief, thanked Dr. Dudley for her expertise and mentioned those involved in helping with the incident regarding Mr. Richard Shore.

Shindler described the scenario that occurred at the golf course and who was involved.

He noted the previous CPR training.

Ms. Andrea Segarra, Director of Leisure Services, thanked her staff for stepping in and helping, saying they went above and beyond as well as the CBF. Mr. Schindler handed out certificates to those involved.

Mr. Shore stated his gratitude towards those that helped him. Stated that he is doing well and back on the golf course.

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Mr. Schindler stated that the Brevard County Fire Department also helped with ambulance transport.

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

Mr. Schindler mentioned the medical incident that occurred on the beach that resulted in a cardiac arrest. With CPR being used to stabilize the survivor. Mr. Grimes handed out certificates to those involved in helping the survivor, Kevin Siggilo.

The names include:

Thomas Ferraro
Rodrick Newlon
Sam Lucas
Ben Rogers
John Grasso
Monique Irizarry

Mr. Siggilo thanked the CBFD for saving his life and his appreciation for everything they did. Mr. Grimes stated that Mr. Siggilo works at the resort and helps the CBFD with training. He thanked his staff and acknowledged them for their efforts.

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

AJ Hutson, City Manager, mentioned his talk with the Kiwanis Club. The Coffee with the City Manager and Coffee with a Cop had a great turnout. Mainstreet had a meeting with the CBPD and discussed open carry around businesses. The Police Union voted to accept the fiscal year 2026 wage package He mentioned that the acoustic improvements were completed in the community room. Stated that Wes Mullins, Police Chief and Assistant City Manager, Had a meeting with the BCFR and Brevard Commission about the lifeguard contract for upcoming summer. Mr. Hutson mentioned the Initial meeting with Port Personnel regarding the sanitary sewer contract and the cost recovery in the amended contract, The Golf Course staff are developing a new fee structure and exploring ways to increase revenue. The Land Management Committee has been inactive for 18 months, and Mr. Hutson recommended merging it with the Planning Board, noting that the board already reviews land-related items and has the capacity to take it on. He plans to bring

CITY OF COCOA BEACH
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a resolution forward.

Upcoming events include an art show and December's Movies in the Park. Several projects are progressing Ramp Road Park improvements funded at \$850,000 through the ARA, Bicentennial Park targeting mid-January completion, repairs to the downtown garage elevator, Holiday Lane Boat Ramp repairs, and ongoing tennis court improvements.

Mr. Keith Capizzi, Mayor, shared some citizens' concerns about 3 boat ramps being worked on at the same time during hunting season.

Mr. Hutson stated that they are all under way and that their grants have a timeline. Stated that the holiday lane ramp will try to move forward as quickly as possible.

Mr. Skip Williams, Vice Mayor, mentioned Marker 24 for a boat ramp. There was discussion about various ramps and potential costs.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Mr. Tim Tumulty, Commissioner, mentioned the Special Presentation and that this isn't something you hear about every day. He stated that it was a group effort and was very proud.

Vice Mayor Williams wished everyone a blessed thanksgiving. Mayor Capizzi mentioned the employee breakfast earlier in the morning and how great it was.

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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE COCOA BEACH COMMUNITY
REDEVELOPMENT AGENCY PERFORMANCE MEASURES &
STANDARDS 2025 ANNUAL REPORT

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

2. Approve the September 18th, 2025 Special Meeting minutes for the CRA.
Staff Representative: City Clerk
Recommendation: Approve

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE SEPTEMBER 18TH, SPECIAL MEETING
MINUTES

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

CITY OF COCOA BEACH
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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

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE THE VISUAL IMPROVEMENT GRANT IN THE AMOUNT OF \$4,000 FOR OCEANWAVE STORAGE LLC
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE THE VISUAL IMPROVEMENT GRANT IN THE AMOUNT OF \$25,000 FOR LAND AND SEA SURF, LLC DBA DRIFTHOUSE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

I. CONSENT AGENDA

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE THE CONSENT AGENDA
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

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findings; providing definitions; providing exceptions; providing for enforcement and penalties; providing for conflicts, severability, an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Approve

MOTION BY WILLIAMS/TUMULTY

I MOVE TO ADOPT ORDINANCE 1704 ON THE SECOND

READING

ROLL CALL VOTE 5 AYES 0 NAYES

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO ADOPT ORDINANCE 1705 ON THE SECOND

READING

ROLL CALL VOTE 5 AYES 0 NAYES

Mayor Capizzi mentioned kids playing with their band and potential issues with kids and keeping them from doing certain things.

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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO ADOPT ORDINANCE 1706 ON THE SECOND

READING

ROLL CALL VOTE 5 AYES 0 NAYES

CITY OF COCOA BEACH
CITY COMMISSION
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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

MOTION BY TUMULTY/JACKSON

I MOVE TO ADOPT RESOLUTION 2025-32

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO ADOPT RESOLUTION 2025-33

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO ADOPT RESOLUTION 2025-34

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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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

MOTION BY WILLIAMS/JACKSON
I MOVE TO APPROVE TASK ORDER FROM BLACK VEATCH CORPORATION IN THE AMOUNT OF \$192,968
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY

M. GENERAL PUBLIC COMMENT

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

Mr. Dalton Wells. mentioned his concerns about the three boat ramps under construction or repair and inquired about the holiday lane boat ramp. Mr. Hutson mentioned that the highwater is causing issues and is waiting for it to recede. Stated that it's unsafe to open in the middle of construction.

Mr. Wells inquired about postponing the builds.

Mayor Capizzi stated he mentioned the work and it could put us further back if we held off and pushed it back so it could cost a lot more. Stated he understood and will try to talk to the City Manager about the closures. Mr. Jeremy Hutcherson, Commissioner, asked if we could post a timeline. Mr. Hutson stated that Bicentennial could be done by mid-January, and reiterated the issues with the highwater and stated that it's a short-term pain for a long-term gain. He mentioned that the grant money is tied to a timeline, and they must follow it or lose the grant. He stated that it is regrettable, but it is the way it is and added that they will try to get it done quickly. Vice Mayor Williams mentioned that the holiday lane boat ramp and that there are other ramps they could use in them in the meantime.

N. ADJOURNMENT

The meeting adjourned at 7:42 P.M.

X

Michael Bryan
Assistant to the City Clerk

X

Keith Capizzi
Mayor

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Human Resources /
Cindy DePina, Human Resources Director

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Ratify the following Wage Re-Opener for the period of October 1, 2025, to September 30, 2026, between the City of Cocoa Beach and The Florida State Lodge Fraternal Order of Police Inc. (FOP).

Staff Representative: Cindy Depina, Human Resources Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

...

BACKGROUND:

.....

City of Cocoa Beach
And
Florida State Lodge Fraternal Order of Police Inc.

Wage Re-Opener FY26 - Memorandum of Agreement

Article 15 - Wages

COLA

- 4% Cost of Living Adjustment to wages October 2025, not to exceed the maximum for the pay class. Effective October 1, 2025.
- Wage Tables:
 - i. Minimum will be increased by 2%
 - ii. Maximum will be increased by 2%
 - iii. Any individual that is at or reaches the maximum will be placed at the new maximum and no additional payment will be issued even if the total of the COLA is above the new maximum.

* Above MOA must be ratified by the FOP Union & the City of Cocoa Beach Commission

Scale	Position	Min/Hr.	Max/Hr.
PD4	Police Lieutenant	\$39.19	\$43.76
PD3	Police Sergeant	\$31.83	\$41.10
PD2	Police Officer	\$23.07	\$33.81
PD1	Communications Officer 1	\$18.40	\$23.90
PD1	Communications Officer 2	\$19.48	\$25.59
PD1	Communications Officer 3	\$20.56	\$28.61

Signatures:

_____ A.J. Hutson, City Manager	Date	 Ned Golden, FOP Staff Rep.	Date
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Ratified by City of Cocoa Beach Commission on: _____ 2025

Karin Grooms, City Clerk

Date

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Police /
Wes Mullins, Chief of Police

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Approve the FDLE Local Law Enforcement Immigration Grant Program.
Staff Representative: Wes Mullins, Chief of Police & Assistant City Manager
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is not a budgeted item.

BACKGROUND:

FDLE Local Law Enforcement Immigration Grant Program



FDLE Local Law Enforcement Immigration Grant Program

Budget Category	Total
IGP-A: Training Programs for 287(g)	\$0.00
IGP-B: Subletting Detention Beds	\$0.00
IGP-C: Transportation on Behalf of ICE	\$14,425.32
IGP-D: Travel and Lodging for 287(g)	\$0.00
IGP-E: LEO Bonus Payments	\$10,765.00
IGP-F: CO Bonus Payments	\$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	\$65,000.00
IGP-H: Other Costs Related to Immigration Enforcement	\$9,325.18
TOTAL	\$99,515.50

**State Board of Immigration Enforcement
Local Law Enforcement Immigration Grant Program
Grant Award Agreement**

Award Number:	IG072
Participating Agency:	City of Cocoa Beach Police Department
Grant Activity Period:	02/17/2025 – 06/30/2026
Award Amount:	\$99,515.50
CSFA Catalog Number:	71.158

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the “Board”) and the Participating Agency named above.

WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of \$250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Data Collection Requirements
Section VI: Performance Reporting
Section VII: Financial Reporting and Reimbursement
Section VIII: Award Contacts
Section IX: Special Conditions
Section X: Standard Conditions for State Financial Assistance Awards
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

- (1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement's (ICE) 287(g) program.
- (2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
- (3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.

- (4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
- (5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
- (6) Procuring equipment, hardware, and software essential to assisting the federal government in its enforcement of immigration laws.
- (7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

Financial Consequences: Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – C Deliverable:	The Participating Agency will provide transportation services for unauthorized aliens between local, state, and federal detention facilities.
Minimum Performance	The Participating Agency shall provide transportation for individuals being detained by immigration authorities upon request or as part of the Participating Agency's own enforcement duties. Documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$14,425.32.

IGP – E Deliverable:	The Participating Agency will provide bonus payments to law enforcement officers credentialed as a designated immigration officer (DIO).
Minimum Performance	The officer receiving the bonus must have participated in one or more U.S. Department of Homeland Security at-risk task force operations. The Participating Agency shall provide a Bonus Payment Certification Form (SBIE-001) for each officer receiving the payment. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$10,765.00.
IGP – G Deliverable:	The Participating Agency will procure approved equipment, hardware, and/or software necessary for the performance of immigration enforcement duties.
Minimum Performance	The Participating Agency shall procure the approved equipment, hardware, and/or software outlined in Section III of this agreement and in accordance with the Participating Agency's own procurement policies and procedures. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$65,000.00.
IGP – H Deliverable:	The Participating Agency will provide other services related to the detention and transport of unauthorized aliens and/or other activities related to the 287(g) program as approved by the Board.
Minimum Performance	The Participating Agency shall provide the ancillary services outlined in Section III of this agreement. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$9,325.18.

SECTION III: APPROVED BUDGET

Budget Category	Total
IGP-A: Training Programs for 287(g)	\$0.00
IGP-B: Subletting Detention Beds	\$0.00
IGP-C: Transportation on Behalf of ICE	\$14,425.32
IGP-D: Travel and Lodging for 287(g)	\$0.00
IGP-E: LEO Bonus Payments	\$10,765.00
IGP-F: CO Bonus Payments	\$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	\$65,000.00
IGP-H: Other Costs Related to Immigration Enforcement	\$9,325.18
TOTAL	\$99,515.50

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-C	Transport OT/Benefits	The City of Cocoa Beach Police Department is requesting funds for overtime for up to 2 officers per detail to transport detainees on behalf of ICE. Direct Costs: \$9,958.32 2 Officers x approx. 48 hours of transport at an approximate OT rate of \$75/hour. Funds will also be requested to reimburse the following EMPLOYER-PAID fringe benefits associated with overtime: FICA - 7.65%, Retirement - 28.03%, Worker's Compensation - 2.63% Fringe Benefits: FICA 7.65% = \$550.80 Retirement - 28.03% = \$2,018.16 Worker's Compensation - 2.63% = \$189.36	\$9,958.32
IGP-C	Transport Related Travel	The City of Cocoa Beach Police Department is requesting funds for transport travel related costs for two officers. This is an estimate cost for three roundtrips to transport detainees on behalf of ICE. Meals - \$36/day x 6 days x 2 officers = \$432.00 Mileage - \$0.445/mile x 500 miles (roundtrip) x 2 officers = \$1,335 Lodging - \$225/night x 6 nights x 2 officers = \$2,700	\$4,467.00
IGP-E	LEO Bonus Payments	Narrative: 10 Officers x \$1,000 bonus (per officer) = \$10,000 Employee FICA = 7.65% = \$765 Direct Cost: \$10,765	\$10,765.00

		Per program statute, the bonus payments can only cover the employee FICA percentage.	
IGP-G	Rapid ID Devices	Narrative: The City of Cocoa Beach Police Department is requesting four Rapid ID Devices that allow officers to quickly and accurately identify individuals in the field by scanning fingerprints and cross-referencing them with state and federal databases, including those used in immigration enforcement. This equipment is valuable during immigration-related investigations because rapid identity verification can help determine an individual's legal status, detect outstanding warrants, or flag prior immigration violations. Direct Cost: 4 Rapid ID Devices x \$5,000.00 each = \$20,000.00	\$20,000.00
IGP-G	Portable Narcotics Spectrometer	Narrative: The City of Cocoa Beach Police Department is requesting one portable narcotics spectrometer that will enable officers to safely and efficiently identify unknown substances without the need for direct contact, reducing health risks and expediting evidence collection. Additionally, this tool will be particularly useful in cases involving transnational drug trafficking, which often intersects with immigration enforcement efforts. Direct Cost: 1 x \$45,000 each = \$45,000	\$45,000.00
TOTAL			\$99,515.50

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board's determination of acceptable expenditures requested for reimbursement shall be conclusive.

SECTION IV: AMENDMENTS

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

Non-Monetary Amendments

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board's grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

Monetary Amendments

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is \$25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board's grant supervisor.

If the total award amount is more than \$25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board's grant supervisor.

SECTION V: DATA COLLECTION REQUIREMENTS

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

Local Law Enforcement Agency – Individual Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board no later than the 15th of the subsequent month.

1. Encounter date and reporting agency information
 - a. Date of the encounter
 - b. Agency Name
 - c. Name and title of Officer reporting the encounter
2. Location of the encounter
 - a. City or unincorporated area
 - b. County
 - c. Address

3. Personal identifying information for the suspected unauthorized alien
 - a. First, middle, last name
 - b. Country of Citizenship
 - c. Alien registration number (if applicable)
 - d. Date of birth
 - e. Sex
 - f. Complete street address, city, state, and zip code
 - g. Current telephone number
 - h. Street address for current employer
 - i. Identified or suspected criminal gang affiliation
 - j. Vehicle information (description, registration, license plate)
 - k. Criminal history (Yes or No)
 - l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)
 - a. Criminal charges list in order of severity
 - b. Information describing whether ICE was contacted during the encounter, if yes:
 - c. Indication if personnel from ICE responded
 - d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck.
This is not required if a jail facility takes a booking photograph after a criminal arrest.

Local Law Enforcement Agency – Summary Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

Detention Facility – Summary Data Collection

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.

4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

SECTION VI: PERFORMANCE REPORTING

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

IGP-A Immigration Enforcement Training Programs

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

IGP-B Subletting Detention Beds to Immigration and Customs Enforcement

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien

2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

IGP-E Bonus Payments to Law Enforcement Officers

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

IGP-F Bonus Payments to Corrections Officers

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

IGP-G Equipment, Hardware and Software

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

IGP-H Other Costs Associated with Immigration Enforcement

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All reimbursement requests associated with this award will be managed through the Board's electronic grant management system. The participating agency must complete the following three steps, in sequential order, to submit a reimbursement request.

Expense Entry

The Participating Agency is responsible for entering the individual expenses associated with the allowable budget items in Section III of this agreement. These expenses are to be entered as individual items in the electronic grant management system and must adhere to the guidelines for the applicable cost type outlined below.

For any contract, subscription, or payment plan type invoicing, this grant award can only cover the cost of payments made to the vendor/supplier during the grant period.

The grant cannot reimburse payments that will occur after June 30, 2026.

Overtime and Associated Fringe Benefits		
Field Name	Data Required	Example
Salary	Total cost being requested for reimbursement	\$1,473.40
Expense Date	Date Paid (or last date paid if multiple for the month)	03/31/2025
Expense Status	Reviewed	N/A
Payee	Officer Name	John Doe
Description	Description of Activity Dates Work Performed Total Hours x Pay Rate Benefits Breakdown Date(s) Paid	DIO Task Force Operation OT Dates: 03/10/2025, 3/23/2025 10 hours x \$100/hour = \$1,000 FICA = \$1,000 x 7.65% = \$76.50 FRS = \$1,000 x 35.19% = \$351.90 WC = \$1,000 x 4.5% = \$45.00 Paid: 3/17/2025, 3/31/2025
Documentation to Upload	Timesheets OT detail slips (if applicable) Paystub Employer-paid benefit statement (if not clearly shown on paystub)	N/A
Travel Costs and Mileage		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement	\$501.42
Expense Date	Date Traveler Paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Traveler Name	John Doe
Description	Reason Destination(s) Dates of travel Breakdown of associated travel cost	287(g) operation in Orlando, FL Dates: 3/15/2025 – 3/17/2025 Mileage: \$0.445/mile x 147 mi. = \$65.42 Hotel: 2 nights x \$176.50/night = \$353 Meals: \$83
Documentation to Upload	Travel Voucher (Form SBIE-004) and documentation as required by form.	N/A
Subletting Beds to ICE		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$1,960.00

Expense Date	Last day of the reporting month	03/31/2025
Expense Status	Reviewed	N/A
Payee	Participating agency name	Elm County Sheriff's Office
Description	Invoice Period Total number of detainees Total number of bed days Reimbursement Rate	March 2025 # of Detainees = 25 # of Bed Days = 56 Rate = \$35/day
Documentation to Upload	Monthly Bed Day Summary (Form SBIE-005)	N/A

Equipment, Hardware, and/or Software		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$17,500
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Idemia
Description	Item(s) calculation Service Period (if applicable) Method of Payment (check #, ACH, credit care)	(5) Rapid ID devices @ \$3,100 each MDM software @ \$2,000 each (October 2025 – September 2026) Paid with Check # 25985
Documentation to Upload	Purchase Order Invoice Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A
Contract Services		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$9,000
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Elm County Sheriff's Office
Description	Short expense description Service Period (if applicable) Item(s) calculation Method of Payment (check #, ACH, credit card)	Software configuration and programming for September 2025 120 hours at \$75/hour Paid by ACH
Documentation to Upload	Purchase Order (if applicable) Invoice Service Log/Documentation Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A

Budget Reporting Period and Payment Requests

The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The system will aggregate all expenses entered (based on

expense date) for the associated reporting period, which will be used to generate a Payment Request as outlined below.

For any budget reporting period with associated expenses, the Participating Agency is responsible for creating and submitting the payment request in the electronic grant management system and linking the respective budget reporting period(s) accordingly. The closing of each budget reporting period, and submission of the payment request is due no later than 30 days after the end of each reporting period as shown in the table below.

#	Period	Due Date	#	Period	Due Date
01	02/17/2025 – 02/28/2025	03/30/2025	10	11/01/2025 – 11/30/2025	12/30/2025
02	03/01/2025 – 03/31/2025	04/30/2025	11	12/01/2025 – 12/31/2025	01/30/2026
03	04/01/2025 – 04/31/2025	05/30/2025	12	01/01/2026 – 01/31/2026	02/28/2026
04	05/01/2025 – 05/31/2025	06/30/2025	13	02/01/2026 – 02/28/2026	03/30/2026
05	06/01/2025 – 06/30/2025	07/30/2025	14	03/01/2026 – 03/31/2026	04/30/2026
06	07/01/2025 – 7/31/2025	08/30/2025	15	04/01/2026 – 04/30/2026	05/30/2026
07	08/01/2025 – 08/31/2025	09/30/2025	16	05/01/2026 – 05/31/2026	06/30/2026
08	09/01/2025 – 09/30/2025	10/30/2025	17	06/01/2026 – 06/30/2026	07/30/2026
09	10/01/2025 – 10/31/2025	11/30/2025	18	Final Reconciliation	08/30/2026

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participation Agency shall enter all expenses and close the associated budget reporting period(s) within 45 days from activation. In this instance, the Participating Agency may link all prior reporting periods to the first payment request. All other payment request shall only be linked to one reporting period, unless exceptions are granted from the Board's grant supervisor.

If no expenses were incurred during a particular budget reporting period, the Participating Agency shall close the associated budget reporting period as a \$0.00 reporting period. This will not get aggregated into a Payment Request, and the Participating Agency is exempt from submitting a payment request for that period, as there are no associated expenses to request reimbursement for.

Payment Request Submission Certification

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

“Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year.”

The Board's grant management team will review compliance with data collection prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board's

grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements is achieved.

Payment Request Approval and Reimbursement

Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board's determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available at on the Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

SECTION VIII: AWARD CONTACTS

Any changes to the individuals identified below must be made in writing.

Board's Grant Manager

Josue Jean
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1276
JosueJean@fdle.state.fl.us

Participating Agency Grant Manager

Tiffany Majors
Grants Coordinator
PO Box 322430
Cocoa Beach, FL, 32931
321-868-3319
tiffany.majors@cityofcocoabeach.com

Participating Agency Chief Official

Wes Mullins
Chief of Police
85 South Orlando Avenue
Cocoa Beach, FL, 32931
321-868-3204
wmullins@cityofcocoabeach.com

Participating Agency Chief Financial Officer

Hana Juman
Finance Director
PO Box 322430
Cocoa Beach, FL, 32931
321-868-3369
hana.juman@cityofcocoabeach.com

SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
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S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined in Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
S0005	This award contains grant funds for the costs associated with transporting aliens on behalf of Immigration and Customs Enforcement (ICE). The Participating Agency is required to track all transports of unauthorized aliens. At a minimum, the tracking shall include: an identifying number for the unauthorized alien, transport staff assigned to the detail (maximum of two officers), point of origin, transport start date and time, destination, end date and time, and all itemized travel costs associated with the transport detail. This documentation must be submitted with any housing-related reimbursement request.
S0006	This award contains grant funds for travel and lodging costs directly related to participating in 287(g) task force activities. The Participating Agency is required to track all travel and lodging costs associated with active task force participation. At a minimum, the tracking shall include: officer identifier, task force operation identifier, point of origin, start date and time, destination, end date and time, and all itemized travel costs associated with the transport detail. This documentation must be submitted with any housing-related reimbursement request.
S0007	This award contains grant funds to provide bonus payments for qualified law enforcement officers participating in eligible Department of Homeland Security task force activities. The Participating Agency is required to track the eligibility of each officer and the qualifying task force operations each officer participated in. This documentation must be maintained by the Participating Agency and provided upon request.
W0008	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for a law enforcement officer bonus payment, the Participating Agency must provide a properly executed Bonus Payment Certification (Form # SBIE-001) for each law enforcement officer receiving the bonus.
S0011	This award contains grant funds for other costs associated with immigration enforcement. The Participating Agency is required to track all costs and associated activities in sufficient detail and maintain appropriate financial documentation. This documentation must be submitted with any payment request for the allowable other costs in the approved award budget.
W0014	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. Prior to the drawdown of funds, the Participating Agency must provide a copy of their agency's overtime policy.
S0015	This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. The Participating Agency is required to track immigration-related overtime separately from any other overtime earned. This documentation must be submitted, along with timesheets and paystubs, with any payment request for overtime costs.
W0016	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's travel policy.
S0017	This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. All travel reimbursements under this grant will be in accordance with State of Florida travel guidelines outlined in Section 112.06, Florida State, and Administrative Rule 69I-42.010.

S0018	This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. Each request for travel reimbursement must include a properly completed travel voucher (Form # SBIE-004) and the associated supporting documentation.
W0019	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing allowable equipment in the award budget, as approved by the State Board of Immigration Enforcement. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's procurement policy.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2024. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2024.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

1. Governing Laws of the State of Florida:

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

- A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.
- D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.
- E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.

- F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.
- G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.
- H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state or federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.
- I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.
- J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization names on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.
- a. The “Convicted Vendors List” (s. 287.133, F.S.)
 - b. The “Discriminatory Vendors List” (s. 287.134, F.S.)
 - c. The “Forced Labor Vendor List” (s. 287.1346, F.S.)
 - d. The “Scrutinized List of Prohibited Companies” (s. 287.135, F.S.)
 - e. The “Suspended Vendors List” (s. 287.1351, F.S.)

- f. The “Antitrust Violator Vendor List”, (s. 287.137, F.S.)

2. Funding and Payment Considerations

This agreement is subject to the following funding and payment conditions.

- A. Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2026. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should’ve been paid, the Participating Agency shall refund the overage to the Board.
- B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency’s performance of allowable activities outlined in this agreement.
- C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.
- D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: <https://www.myfloridacfo.com/division/aa/vendors>.
- E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.
- F. Expenditures: All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.
- H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency’s invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2026, the Board may, at its sole discretion, consider the recipient to have forfeited any all rights to reimbursement of the final payment request under this agreement.

- J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
P.O. Box 1489
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

- K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

3. Monitoring and Audit Requirements

This agreement is subject to the monitoring activities and audits outlined below.

- A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriate by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.
- B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.
- C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than \$750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.
- D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.

- E. Elective Audits: If the Participating Agency expends less than \$750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.
- F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30th each year.
- G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at <https://floridaauditor.gov>.

- H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.
- I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

4. Mandatory Disclosures

This agreement is subject to the following disclosure and fraud-related conditions.

- A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.
- B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the

Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

- C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.
- D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

5. Public Records Requirements

This agreement is subject to the following public records related conditions.

- A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.
- B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.
- C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the

Board will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.

- E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.
- F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at publicrecords@fdle.state.fl.us or via phone to (850) 410-7676.

6. Nonexpendable Property

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

- A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.
- B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.
- C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

6. Subcontracts

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

- A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.
- B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.
- C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:
 - a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
 - b. Specific deliverables related to the scope of work.
 - c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
 - d. The financial consequences that will apply if the minimum level of service is not attained.
 - e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
 - f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.
- D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.
- E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

7. Indemnification

This agreement is subject to the following indemnification related conditions.

- A. Limitations of Liability: The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Recipient, its agents, employees, partners, or subcontractors. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the Participating Agency's products in a manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.
- B. Sovereign Immunity: Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

8. Termination and Force Majeure

This agreement is subject to the following termination related conditions.

- A. Corrective Action: The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.
- B. Termination for Cause: The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.
- C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.

- D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency shall not provide any deliverable outlined in Section II after it receives the Board's notice of termination, except as the Board specifically instructs the Participating Agency in writing. The Participating Agency is not entitled to recover any cancellation charges or lost profits.
- E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.
- F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.
- H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.
- I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: IG072

Award Amount: \$99,515.50

Participating Agency City of Cocoa Beach Police Department

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Participating Agency Chief Official

Signature: _____ Date: _____

Typed Name and Title: Wes Mullins, Chief of Police

***** If using a designee, sign the Chief Official Designee section below*****

Participating Agency Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

State Board of Immigration Enforcement

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Adopt Ordinance 1707 on first reading, - An ordinance of the City of Cocoa Beach, Florida, merging the Sustainable Land Advisory Committee with the Planning Board into a single board continuing to be known as the "Planning Board"; providing for membership; providing for duties and responsibilities; providing for terms of office; providing for transition of existing members; providing for rules of procedure; providing for severability; providing for codification; and providing for an effective date.
Staff Representative: David Dickey, Development Services
Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N.A.

BACKGROUND:

To integrate sustainability, land planning, and land management functions, it is proposed the Planning Board and Sustainable Land Advisory Committee be merged into a single board known as the Planning Board. The creation of the merged Planning Board will continue to address all matters previously addressed by the Planning Board as well as matters previously addressed by the Land Advisory Committee.

It is anticipated that the merged Planning Board will improve efficiency, consolidate expertise, and better serve the long-term environmental, social, and economic interests of the city. The merged board will continue to consist of no less than five (5) members appointed by the City Commission. Residency is not required to be appointed to the merged board, however, preference may be given to residents.

Terms of office shall be four (4) years, with the Development Services Department continuing to provide staff support.

ORDINANCE NO. 1707

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, MERGING THE SUSTAINABILITY COMMITTEE INTO THE PLANNING BOARD INTO A SINGLE BOARD CONTINUING TO BE KNOWN AS THE “PLANNING BOARD”; PROVIDING FOR MEMBERSHIP; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR TERMS OF OFFICE; PROVIDING FOR TRANSITION OF EXISTING MEMBERS; PROVIDING FOR RULES OF PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.01 of the City Charter authorizes the City Commission to establish, modify, and abolish boards and committees of the City; and

WHEREAS, the City Commission previously created the Sustainable Land Advisory Committee for the purpose of developing, maintaining, and monitoring sustainability-related plans and initiatives in the City; and

WHEREAS, the City’s Planning Board is charged with reviewing and making recommendations regarding land use, zoning, development applications, and the City’s Comprehensive Plan and such duties as set forth in Section 4.03 of the City Charter; and

WHEREAS, the City Commission finds that sustainability principles—including conservation, cooperation, environmental compliance, and restoration—are integral to long-range planning and land-use decision-making; and

WHEREAS, the City Commission desires to merge the Sustainability Committee and the Planning Board into a single board to better integrate sustainability, planning, and land management functions; and

WHEREAS, the City Commission finds that creation of the merged “Planning Board” (which will continue to address all matters previously addressed by the Planning Board as well as the matters previously addressed by the Sustainability Land Advisory Committee) will improve efficiency, consolidate expertise, and better serve the long-term environmental, social, and economic interests of the City;

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

SECTION 1. MERGER OF BOARDS. The Sustainability Committee and the Planning Board are hereby merged and reconstituted as a single board which shall be known as the Planning Board. Upon the effective date of this Ordinance, all powers, duties, responsibilities, and ongoing projects of the former Sustainability Committee and the Planning Board shall transfer to the Planning Board.

SECTION 2. POWERS AND DUTIES.

The Planning Board shall have the combined responsibilities of the former Planning Board and the former Sustainability Committee, including but not limited to:

A. Planning Duties

1. Review and make recommendations to the City Commission regarding:
 - Comprehensive Plan amendments
 - Zoning map and text amendments
 - Land development regulations
 - Development applications, including site plans, subdivisions, conditional uses, and variances as assigned by ordinance
2. Conduct hearings as required by law and City Code.
3. Perform all other duties assigned to the Planning Board under the City Charter and City Code.

B. Sustainability & Environmental Duties

1. Develop, monitor, and update the Cocoa Beach Sustainability Plan.
2. Update and maintain the City's Land Management Plan required under section 253.034(5), Florida Statutes
3. Recommend sustainability-related policies and modifications to the City Code.
4. Report annually on implementation of the Sustainability Plan and Land Management Plan.
5. Promote conservation, cooperation, environmental compliance and risk reduction, and restoration consistent with the City's adopted Environmental Sustainability Policy.
6. Partner with external agencies and organizations, including the IRL Council, environmental groups, and educational institutions.

SECTION 3. MEMBERSHIP.

A. The Planning Board shall consist of no less than five (5) members appointed by the City Commission.

B. Members shall be selected to provide a broad range of expertise in:

- planning and zoning
- architecture or engineering
- environmental science or sustainability
- land management
- business or tourism
- community engagement

SECTION 4. TERMS OF OFFICE; FILLING VACANCIES; REMOVAL.

A. Terms of office shall be four (4) years, corresponding to the appointing Commissioner's term.

B. Vacancies shall be filled by the appointing Commissioner for the remainder of the term.

C. A member may be removed for misconduct, nonperformance of duty, or absence from three consecutively scheduled meetings.

SECTION 5. OFFICERS AND MEETINGS.

A. At the first meeting each calendar year, the Board shall elect a Chair and Vice-Chair.

B. The Board shall meet as needed as scheduled by the Development Services Director.

C. A majority of the Board shall constitute a quorum.

D. The Board shall comply with:

- Florida Sunshine Law
- Public Records Law
- All applicable provisions of the City Code and City Charter.

SECTION 6. STAFF SUPPORT.

The Development Services Department (Planning Division) shall serve as lead staff support, and all City departments may provide assistance as approved by the City Manager.

SECTION 7. TRANSITION.

A. Members of the former Sustainability Committee and Planning Board may continue to serve until the Commission appoints the members of the new merged Board.

B. All ongoing matters before either former board shall continue without interruption under the jurisdiction of the Planning Board.

SECTION 8. SEVERABILITY.

If any section or portion of this Ordinance is found invalid or unconstitutional, the remaining provisions shall remain in full force and effect.

SECTION 9. CODIFICATION.

This Ordinance may be codified in the City Code as determined appropriate by the City Clerk.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

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

SECTION 10. 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

City of Cocoa Beach City Commission Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME:

Leisure Services /
Andi Segarra, Director of Leisure Service

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025–35, a Resolution of the City Commission of the City of Cocoa Beach, Florida, amending the fees for the Cocoa Beach Golf Course, providing for amendment of fees, incorporation of recitals, and providing for an effective date.

The proposed golf fees are effective 1/1/2026.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

A review of the current golf rate structure revealed the need to simplify the existing system and adjust fees to better align with operational costs, demand patterns, and regional market rates. At present, the golf course uses a three-season model (Winter, Summer, and Fall) with four separate rate categories in each season: Cocoa Beach Gift Card Program, Cocoa Beach Resident, Florida Resident, and Non-Florida Resident. This structure has become increasingly complex for both customers and staff to navigate.

To improve clarity, consistency, and ease of administration, staff is recommending transitioning to a two-season model (Summer and Winter) with a simplified three-tier rate structure. The proposed categories are:

- **Cocoa Beach Loyalty Program** – available exclusively to Cocoa Beach residents
- **Brevard County Resident**
- **Non-Brevard County Resident**

In addition to simplification, a modest rate increase is being proposed to support rising operational costs and ongoing facility maintenance needs. These costs include equipment repair and replacement, fuel increases, and staffing needs required to maintain course quality and service levels. The recommended rate adjustments are as follows:

- **Cart Rentals:** Increase of \$3 per rental (Nine-hole cart fee to \$12; eighteen-hole to \$20).
- **Greens Fees:** Increase of \$2 for Cocoa Beach residents, \$4 for Brevard County residents, and \$6 for Non-Brevard residents.
- **Driving Range Fees:** Increase to \$5 for a small bucket (20+ balls), \$7 for a medium bucket (40+ balls), and \$9 for a large bucket (70+ balls).

These changes will streamline the rate structure, improve customer understanding, and support the long-term financial sustainability of the golf course.

RESOLUTION NO. 2025-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE FEES FOR THE COCOA BEACH GOLF COURSE, PROVIDING FOR:

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

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

WHEREAS the City Commission adopted Resolution 2025-14 as a Comprehensive Fee Resolution; and

WHEREAS Resolution 2025-14 amends the fees set by Resolution No. 2023-02: GOLF COURSE FEES, GYM FEES, POOL, PAVILION, AND BALLFIELDS FEES

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: AMENDED FEES. The fees for Golf Course Fees, Gym Fees, Pool, Pavilion, And Ballfields Fees, are hereby amended, as reflected in the Exhibit.

SECTION 3: CONFLICTS. The fees established in this Resolution supersede the fees set by prior fees Resolutions.

SECTION 4: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The Exhibits identified in Section 2 above shall be posted on the City website.

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

SECTION 8: EFFECTIVE DATE: This Resolution shall have an effective date of January 1, 2026.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karin Grooms, MPA, CMC

Golf Course, Gym, Pool, Pavilion, And Ballfields Fees

GOLF COURSE FEES

DEFINITION OF TERMS

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

Winter Weekday (Nov 1 – April 30)	C.B. Loyalty (Sun-Sat)	Brevard (M-TH)	Non-Brevard (M-TH)
Riding 18 before 2pm	\$47.00	\$63.00	\$75.00
Walking 18 before 2pm	\$29.00	\$43.00	\$54.00
Riding 9 before 2pm	\$26.00	\$38.00	\$44.00
Walking 9 before 2pm	\$20.00	\$25.00	\$32.00
Unlimited Riding after 2 pm	\$27.00	\$32.00	\$34.00
Unlimited Walking after 2pm	\$19.00	\$24.00	\$26.00
Private Cart – 9 HOLE FEE	\$22.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$42.00	N/A	N/A

RESOLUTION NO. 2025-35

Winter Weekend (Nov 1 – April 30)	C.B. Loyalty (Sun-Sat)	Brevard (F-Su & Hol)	Non-Brevard (F-Su & Hol)
Riding 18 before 2pm	\$47.00	\$69.00	\$79.00
Walking 18 before 2pm	\$29.00	\$47.00	\$56.00
Riding 9 before 2pm	\$26.00	\$42.00	\$54.00
Walking 9 before 2pm	\$20.00	\$28.00	\$34.00
Unlimited Riding after 2 pm	\$27.00	\$35.00	\$37.00
Unlimited Walking after 2pm	\$19.00	\$26.00	\$28.00
Private Cart – 9 HOLE FEE	\$22.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$42.00	N/A	N/A

Summer Weekday (May 1 – October 31) Summer	C.B. Loyalty (Sun-Sat)	Brevard (M-TH)	Non-Brevard (M-TH)
Riding 18 before 3pm	\$37.00	\$50.00	\$58.00
Walking 18 before 3pm	\$23.00	\$30.00	\$36.00
Riding 9 before 3pm	\$23.00	\$30.00	\$35.00
Walking 9 before 3pm	\$19.00	\$22.00	\$22.00
Unlimited Riding after 3pm	\$25.00	\$30.00	\$32.00
Unlimited Walking after 3pm	\$18.00	\$24.00	\$24.00
Private Cart – 9 HOLE FEE	\$19.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$32.00	N/A	N/A

RESOLUTION NO. 2025-35

Summer Weekend (May 1 – October 31) Summer Weekend Pricing	C.B. Loyalty (Sun-Sat)	Brevard (F-Su & Hol)	Non-Brevard (F-Su & Hol)
Riding 18 before 3pm	\$37.00	\$55.00	\$61.00
Walking 18 before 3pm	\$23.00	\$33.00	\$38.00
Riding 9 before 3pm	\$23.00	\$33.00	\$37.00
Walking 9 before 3pm	\$19.00	\$24.00	\$26.00
Unlimited Riding after 3pm	\$25.00	\$33.00	\$35.00
Unlimited Walking after 3pm	\$18.00	\$26.00	\$26.00
Private Cart – 9 HOLE FEE	\$19.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$32.00	N/A	N/A
Driving Range	Small	Medium	Large
Bucket size	\$5.00	\$7.00	\$9.00

RESOLUTION NO. 2025-35

Country Club Rentals			
C.B. Resident Auditorium per day	\$900.00		
Non-Resident Auditorium per day	\$1000.00		
Damage deposit Auditorium	\$300.00		
C.B. Resident Conference Room per hour (two hr. minimum)	\$75.00		
Non Resident Conference Room per hour (two hr. minimum)	\$100.00		
Damage deposit Conference Room	\$75.00		
C.B. Resident Dining Room Rental per day	\$650.00		
Non-Resident Dining Room Rental Per day	\$750.00		
Damage Deposit Dining Room	\$300.00		
CB Resident Dining Room Rental per hour (two hours minimum)	\$175.00		
Non-Resident Dining Room Rental per hour (two hours minimum)	\$200.00		
CB Resident River & Dolphin Room per day	\$500.00		
Non-Resident River & Dolphin Room Rental per day	\$550.00		
Damage Deposit River & Dolphin Room	\$225.00		
CB Resident Lakes Room (stage) Rental per day	\$550.00		
Non-Resident Lakes Room (stage) Rental per day	\$600.00		
Damage deposit Lakes Room	\$225.00		
CB Resident Dolphin Room Rental per day	\$250.00		
Non-Resident Dolphin Room Rental per day	\$275.00		
Damage deposit Dolphin Room	\$75.00		
CB Resident River Room Rental per day	\$250.00		
Non-Resident River Room Rental per day	\$275.00		
Damage deposit River Room	\$75.00		

RESOLUTION NO. 2025-35

Dance Floor	\$175.00		
Table Linens	1 for \$15.00 or 10+ \$12.00 each		

RESOLUTION NO. 2025-35

Cost	Per	GYM Fees
\$50.00	Hour	CB Resident Gym Rental per hour
\$60.00	Hour	Non-Resident Gym Rental per hour
\$20.00	Hour	CB Resident West Room Rental per hour
\$30.00	Hour	Non-Resident West Room Rental per hour
\$15.00	Hour	Recreation Aide per hour (mandatory)
\$150.00		Cleaning & damage deposit
\$2.00	day	CB Resident under 18 per day
\$3.00	day	Non-Resident under 18 per day
\$3.00	day	CB Resident Adult per day
\$4.00	day	Non-Resident Adult per day
\$25.00	month	CB Resident Under 18 per month
\$35.00	month	Non-Resident Under 18 per month
\$40.00	month	CB Resident Adult per month
\$50.00	month	Non-Resident Adult per month
\$80.00	year	CB Resident Under 18 Annual Membership
\$95.00	year	Non-Resident Under 18 Annual Membership
\$100.00	year	CB Resident Adult Annual Membership
\$115.00	year	Non-Resident Adult Annual Membership
\$ 200.00	year	CB Resident Annual Family Membership (2 adults 2 children)
\$250.00	year	Non-Resident Annual Family Membership (2 adults 2 children)
TBD		Teams/Organizations - determined by CB Rec. Supervisor & City Mgr.
		Pool and Pavilion Fees
\$4.00	day	CB Resident Adult Swim fee
\$8.50	day	Non-Resident Adult Swim fee
\$3.00	day	CB Resident Child Swim Fee
\$5.50	day	Non-Resident Child Swim Fee
\$40.00	30 Day ppd.	CB Resident Single Swimmer
\$67.50	30 Day ppd.	Non-Resident Single Swimmer
\$15.00	30 Day ppd.	CB Resident Additional Family Member
\$27.50	30 Day ppd.	Non-Resident Additional Family Member
\$75.00	90 Day ppd.	CB Resident Single Swimmer
\$150.00	90 Day ppd.	Non-Resident Single Swimmer

RESOLUTION NO. 2025-35

\$30.00	90 Day ppd.	CB Resident Additional Family Member
\$65.00	90 Day ppd.	Non-Resident Additional Family Member
\$225.00	Year ppd.	CB Resident Single Swimmer
\$510.00	Year ppd.	Non-Resident Single Swimmer
\$105.00	Year ppd.	CB Resident Additional Family Member
\$237.50	Year ppd.	Non-Resident Additional Family Member
		family consists of two legal guardians plus minor-aged children
		Sales Tax: All Pool and Pavilion fees include applicable sales tax. Military Fees: The fees for active duty military personnel and their immediate dependents shall be the same as the fees for Cocoa Beach residents. The definition of immediate dependents is spouse and children only. Military identification cards are required for admission. Pool Manager Authority: The Pool Manager is the final authority for resolution of any disputes regarding the interpretation of this Resolution.
		Parties
\$200.00	Deposit	Deposit <u>entire facility</u>
<u>\$40.00</u>	<u>Deposit</u>	<u>Deposit – baby pool area</u>
<u>\$140.00</u>	<u>Per 2 hours</u>	<u>Non-Resident baby pool area parties - admission fees included with rental fees</u>
<u>\$90.00</u>	2 hours	CB Resident baby pool area concession <u>area</u> parties - admission fees not included with rental fees
\$100.00	per hour (\$4 hour <u>minimum</u>)	<u>Entire facility</u>
		Day Camp
\$4.00	2 hours	Per child per visit
		Swim Club, Practice
		The Cocoa Beach Pool Manager, or designee, will be able to establish Swim Club fees with the notification and approval of the City Manager, or designee
\$3.75	hour	CB Resident Per lane per hour
\$4.00	hour	Non-Resident Per lane per hour
	2 hours	Dive Practice Divers pay 30-day resident membership fee
\$30.00	hour	Diving Well Rental - plus tax
		Visiting College/Club Teams - 2 Hour practices
\$72.50	2 hours	Long course per lane per practice
\$41.25	2 hours	Short Course per lane per practice
\$26.00	2 hours	Second practice of the day

RESOLUTION NO. 2025-35

		Pavilion
\$200.00	Deposit	Damage and clean up deposit for kitchen and pavilion
\$250.00		CB Resident Pavilion Rental
\$410.00		Non-Resident Pavilion Rental
\$375.00		CB Business Pavilion Rental
\$590.00		Non-CB Business Pavilion Rental
\$5.50	per person	Pavilion w/Pool (\$5.50) per person in addition to Pavilion rental
		Ballfields
\$40.00	hour	CB Resident Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Softball Field (2 hr. min)
\$40.00	hour	CB Resident Little League Field (2 hr. min)
\$50.00	hour	Non-Resident Little League Field (2 hr. min)
\$50.00	hour	CB Resident Baseball Field (2 hr. min)
\$60.00	hour	Non-Resident Baseball Field (2 hr. min)
\$30.00	hour	CB Resident Soccer Field (2 hr. min)
\$40.00	hour	Non-Resident Soccer Field (2 hr. min)
		Tournaments - insurance (proof required) naming city as additional insured (lights not included)
\$175.00	day	CB Resident Softball Field (1 day min)
\$225.00	day	Non-Resident Softball Field (1 day min)
\$175.00	day	CB Resident Little League field (1 day min)
\$225.00	day	Non-Resident Little League Field (1 day min)
\$225.00	day	CB Resident Baseball Field (1 day min)
\$275.00	day	Non-Resident Baseball Field (1 day min)
\$175.00	day	CB Resident Soccer Field (1 day min)
\$225.00	day	Non-Resident Soccer Field (1 day min)
\$150.00		Field Deposits
		<u>Lights and Rental for League activities</u>
\$40.00	hour	CB Resident Lights Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Lights Softball Field (2 hr. min)
\$40.00	hour	CB Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	Non-Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	CB Resident Lights Baseball Field (2 hr. min)
\$60.00	Hour	Non-Resident Lights Baseball Field (2 hr. min)
		Space Coast Little League - established by contract. Soccer League - established by contract.

RESOLUTION NO. 2025-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE FEES FOR THE COCOA BEACH GOLF COURSE, PROVIDING FOR:

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

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

WHEREAS the City Commission adopted Resolution 2025-14 as a Comprehensive Fee Resolution; and

WHEREAS Resolution 2025-14 amends the fees set by Resolution No. 2023-02: GOLF COURSE FEES, GYM FEES, POOL, PAVILION, AND BALLFIELDS FEES

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: AMENDED FEES. The fees for Golf Course Fees, Gym Fees, Pool, Pavilion, And Ballfields Fees, are hereby amended, as reflected in the Exhibit.

SECTION 3: CONFLICTS. The fees established in this Resolution supersede the fees set by prior fees Resolutions.

SECTION 4: POSTING OF THE SCHEDULE OF FEES AND CHARGES. The Exhibits identified in Section 2 above shall be posted on the City website.

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

SECTION 8: EFFECTIVE DATE: This Resolution shall have an effective date of January 1, 2026.

Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi
Mayor-Commissioner

ATTEST:

Karin Grooms, MPA, CMC

RESOLUTION NO. 2025-35

Golf Course, Gym, Pool, Pavilion, And Ballfields Fees

GOLF COURSE FEES

DEFINITION OF TERMS

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

Winter Weekday (Nov 1 – April 30)	C.B. Loyalty (Sun-Sat) C.B.	Brevard (M-TH) FL.	Non-Brevard (M-TH) Non-Res
Riding 18 before 2pm	\$47.00 \$49.00	\$63.00 \$56.00	\$75.00 \$66.00
Walking 18 before 2pm	\$29.00 \$32.00	\$43.00 \$39.00	\$54.00 \$49.00
Riding 9 before 2pm	\$26.00 \$27.00	\$38.00 \$31.00	\$44.00 \$37.00
Walking 9 before 2pm	\$20.00 \$18.00	\$25.00 \$21.00	\$32.00 \$28.00
Unlimited Riding after 2 pm Twilight 18 after 2 pm	\$27.00 \$36.00	\$32.00 \$36.00	\$34.00 \$36.00
Twilight 9 after 2 pm (was 12pm)	\$18.00	\$18.00	\$18.00
Unlimited Walking after 2pm	\$19.00 \$20.00	\$24.00 \$20.00	\$26.00 \$20.00
Private Cart – 9 HOLE FEE	\$22.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$42.00	N/A	N/A

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Winter Weekend (Nov 1 – April 30) Winter Weekend Prices	C.B. Loyalty (Sun-Sat) C.B.	Brevard (F-Su & Hol) FL.	Non-Brevard (F-Su & Hol) Non-Res
Riding 18 before 2pm	\$47.00 \$49.00	\$69.00 \$62.00	\$79.00 \$70.00
Walking 18 before 2pm	\$29.00 \$32.00	\$47.00 \$43.00	\$56.00 \$52.00
Riding 9 before 2pm	\$26.00 \$27.00	\$42.00 \$35.00	\$54.00 \$39.00
Walking 9 before 2pm	\$20.00 \$18.00	\$28.00 \$24.00	\$34.00 \$30.00
Unlimited Riding after 2 pm	\$27.00	\$35.00	\$37.00
Twilight 18 after 2 pm	\$36.00	\$40.00	\$40.00
Twilight 9 after 2 pm	\$18.00	\$20.00	\$20.00
Unlimited Walking after 2pm	\$19.00 \$20.00	\$26.00 \$22.00	\$28.00 \$22.00
Private Cart – 9 HOLE FEE	\$22.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$42.00	N/A	N/A

Fall	C.B.	FL.	Non-Res
Riding 18 before 12	\$39.00	\$45.00	\$53.00
Walking 18 before 12	\$22.00	\$28.00	\$36.00
12-2 pm 18 Special	\$36.00	\$40.00	\$48.00
12-2 pm 9 Special	\$18.00	\$20.00	\$24.00
Twilight 18	\$36.00 \$32.00	\$36.00 \$32.00	\$36.00 \$32.00
Twilight 9	\$18.00 \$16.00	\$18.00 \$16.00	\$18.00 \$16.00
Riding 9	\$22.00	\$24.00	\$27.00
Walking 9	\$18.00 \$13.00	\$18.00 \$15.00	\$18.00 \$18.00
Unlimited Walking after 2pm	\$20.00 \$16.00	\$20.00 \$16.00	\$20.00 \$16.00

Fall Weekend Pricing	C.B.	FL.	Non-Res.
Riding 18 before 12	\$39.00	\$50.00	\$56.00
Walking 18 before 12	\$22.00	\$31.00	\$38.00
12-2 pm 18 Special	\$36.00	\$44.00	\$50.00

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12 – 2pm 9 Special	\$18.00	\$22.00	\$25.00
Twilight 18	\$36.00	\$40.00	\$40.00
Twilight 9	\$18.00	\$20.00	\$20.00
Riding 9	\$22.00	\$35.00	\$39.00
Walking 9	\$18.00	\$24.00	\$30.00
Unlimited Walking after 2pm	\$20.00	\$22.00	\$22.00

Summer Weekday (May 1 – October 31) Summer	C.B. Loyalty (Sun-Sat) C.B.	Brevard (M-TH) FL.	Non-Brevard (M-TH) Non-Res
Riding 18 before 3pm before 12	\$37.00	\$50.00 \$43.00	\$58.00 \$49.00
Walking 18 before 3pm before 12	\$23.00 \$20.00	\$30.00 \$26.00	\$36.00 \$32.00
Riding 9 before 3pm	\$23.00 \$21.00	\$30.00 \$23.00	\$35.00 \$26.00
Walking 9 before 3pm	\$19.00 \$18.00	\$22.00 \$18.00	\$22.00 \$18.00
Pre Twilight 18 Special	\$32.00	\$38.00	\$44.00
Pre Twilight 9 Special	\$18.00	\$19.00	\$22.00
Unlimited Riding after 3pm Twilight 18	\$25.00 \$32.00	\$30.00 \$32.00	\$32.00
Twilight 9	\$18.00	\$18.00	\$18.00
Unlimited Walking after 3pm 2pm	\$18.00 \$20.00	\$24.00 \$20.00	\$24.00 \$20.00
Private Cart – 9 HOLE FEE	\$19.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$32.00	N/A	N/A

Summer Weekend (May 1 – October 31) Summer Weekend Pricing	C.B. Loyalty (Sun-Sat) C.B.	Brevard (F-Su & Hol) FL.	Non-Brevard (F-Su & Hol) Non-Res
Riding 18 before 3pm before 12	\$37.00	\$55.00 \$48.00	\$61.00 \$52.00
Walking 18 before 3pm before 12	\$23.00 \$20.00	\$33.00 \$29.00	\$38.00 \$34.00
Riding 9 before 3pm	\$23.00 \$21.00	\$33.00 \$26.00	\$37.00 \$28.00

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	\$19.00	\$24.00	\$26.00
Walking 9 before 3pm	\$18.00	\$20.00	\$18.00
Pre Twilight 18 Special	\$32.00	\$42.00	\$48.00
Pre Twilight 9 Special	\$18.00	\$21.00	\$24.00
Unlimited Riding after 3pm	\$25.00	\$33.00	\$35.00
Twilight 18	\$32.00	\$40.00	\$40.00
Twilight 9	\$18.00	\$20.00	\$20.00
Unlimited Walking after 3pm	\$18.00	\$26.00	\$26.00
	\$20.00	\$22.00	\$22.00
Private Cart – 9 HOLE FEE	\$19.00	N/A	N/A
Private Cart – 18 HOLE FEE	\$32.00	N/A	N/A

Driving Range

	Small	Medium	Large
Bucket size	\$5.00	\$7.00	\$9.00
	\$3.00	\$5.00	\$7.00

Country Club Rentals

C.B. Resident Auditorium per day	\$900.00
Non-Resident Auditorium per day	\$1000.00
Damage deposit Auditorium	\$300.00
C.B. Resident Conference Room per hour (two hr. minimum)	\$75.00

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Non Resident Conference Room per hour (two hr. minimum)	\$100.00
Damage deposit Conference Room	\$75.00
C.B. Resident Dining Room Rental per day	\$650.00
Non-Resident Dining Room Rental Per day	\$750.00
Damage Deposit Dining Room	\$300.00
CB Resident Dining Room Rental per hour (two hours minimum)	\$175.00
Non-Resident Dining Room Rental per hour (two hours minimum)	\$200.00
CB Resident River & Dolphin Room per day	\$500.00
Non-Resident River & Dolphin Room Rental per day	\$550.00
Damage Deposit River & Dolphin Room	\$225.00
CB Resident Lakes Room (stage) Rental per day	\$550.00
Non-Resident Lakes Room (stage) Rental per day	\$600.00
Damage deposit Lakes Room	\$225.00
CB Resident Dolphin Room Rental per day	\$250.00
Non-Resident Dolphin Room Rental per day	\$275.00
Damage deposit Dolphin Room	\$75.00
CB Resident River Room Rental per day	\$250.00
Non-Resident River Room Rental per day	\$275.00

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Damage deposit River Room	\$75.00
Dance Floor	\$175.00
Table Linens	1 for \$15.00 or 10+ \$12.00 each

Cost	Per	GYM Fees
\$50.00	Hour	CB Resident Gym Rental per hour
\$60.00	Hour	Non-Resident Gym Rental per hour
\$20.00	Hour	CB Resident West Room Rental per hour
\$30.00	Hour	Non-Resident West Room Rental per hour
\$15.00	Hour	Recreation Aide per hour (mandatory)
\$150.00		Cleaning & damage deposit
\$2.00	day	CB Resident under 18 per day
\$3.00	day	Non-Resident under 18 per day
\$3.00	day	CB Resident Adult per day
\$4.00	day	Non-Resident Adult per day
\$25.00	month	CB Resident Under 18 per month
\$35.00	month	Non-Resident Under 18 per month
\$40.00	month	CB Resident Adult per month
\$50.00	month	Non-Resident Adult per month
\$80.00	year	CB Resident Under 18 Annual Membership
\$95.00	year	Non-Resident Under 18 Annual Membership
\$100.00	year	CB Resident Adult Annual Membership
\$115.00	year	Non-Resident Adult Annual Membership
\$ 200.00	year	CB Resident Annual Family Membership (2 adults 2 children)
\$250.00	year	Non-Resident Annual Family Membership (2 adults 2 children)
TBD		Teams/Organizations - determined by CB Rec. Supervisor & City Mgr.
		Pool and Pavilion Fees
\$4.00	day	CB Resident Adult Swim fee
\$8.50	day	Non-Resident Adult Swim fee
\$3.00	day	CB Resident Child Swim Fee
\$5.50	day	Non-Resident Child Swim Fee

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\$40.00	30 Day ppd.	CB Resident Single Swimmer
\$67.50	30 Day ppd.	Non-Resident Single Swimmer
\$15.00	30 Day ppd.	CB Resident Additional Family Member
\$27.50	30 Day ppd.	Non-Resident Additional Family Member
\$75.00	90 Day ppd.	CB Resident Single Swimmer
\$150.00	90 Day ppd.	Non-Resident Single Swimmer
\$30.00	90 Day ppd.	CB Resident Additional Family Member
\$65.00	90 Day ppd.	Non-Resident Additional Family Member
\$225.00	Year ppd.	CB Resident Single Swimmer
\$510.00	Year ppd.	Non-Resident Single Swimmer
\$105.00	Year ppd.	CB Resident Additional Family Member
\$237.50	Year ppd.	Non-Resident Additional Family Member
		family consists of two legal guardians plus minor-aged children
		Sales Tax: All Pool and Pavilion fees include applicable sales tax. Military Fees: The fees for active duty military personnel and their immediate dependents shall be the same as the fees for Cocoa Beach residents. The definition of immediate dependents is spouse and children only. Military identification cards are required for admission. Pool Manager Authority: The Pool Manager is the final authority for resolution of any disputes regarding the interpretation of this Resolution.
		Parties
\$200.00	Deposit	Deposit <u>entire facility</u>
\$40.00	Deposit	Deposit – baby pool area
\$140.00	Per 2 hours	Non-Resident baby pool area parties - admission fees included with rental fees
\$90.00	2 hours	CB Resident baby pool area concession <u>area</u> parties - admission fees not included with rental fees
\$100.00	per hour (\$4 hour minimum)	<u>Entire facility</u>
		Day Camp
\$4.00	2 hours	Per child per visit
		Swim Club, Practice

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		The Cocoa Beach Pool Manager, or designee, will be able to establish Swim Club fees with the notification and approval of the City Manager, or designee
\$3.75	hour	CB Resident Per lane per hour
\$4.00	hour	Non-Resident Per lane per hour
	2 hours	Dive Practice Divers pay 30-day resident membership fee
\$30.00	hour	Diving Well Rental - plus tax
		Visiting College/Club Teams - 2 Hour practices
\$72.50	2 hours	Long course per lane per practice
\$41.25	2 hours	Short Course per lane per practice
\$26.00	2 hours	Second practice of the day
		Pavilion
\$200.00	Deposit	Damage and clean up deposit for kitchen and pavilion
\$250.00		CB Resident Pavilion Rental
\$410.00		Non-Resident Pavilion Rental
\$375.00		CB Business Pavilion Rental
\$590.00		Non-CB Business Pavilion Rental
\$5.50	per person	<u>Pavilion w/Pool (\$5.50) per person in addition to Pavilion rental</u>
		Ballfields
\$40.00	hour	CB Resident Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Softball Field (2 hr. min)
\$40.00	hour	CB Resident Little League Field (2 hr. min)
\$50.00	hour	Non-Resident Little League Field (2 hr. min)
\$50.00	hour	CB Resident Baseball Field (2 hr. min)
\$60.00	hour	Non-Resident Baseball Field (2 hr. min)
\$30.00	hour	CB Resident Soccer Field (2 hr. min)
\$40.00	hour	Non-Resident Soccer Field (2 hr. min)
		Tournaments - insurance (proof required) naming city as additional insured (<u>lights not included</u>)
\$175.00	day	CB Resident Softball Field (1 day min)
\$225.00	day	Non-Resident Softball Field (1 day min)
\$175.00	day	CB Resident Little League field (1 day min)
\$225.00	day	Non-Resident Little League Field (1 day min)
\$225.00	day	CB Resident Baseball Field (1 day min)
\$275.00	day	Non-Resident Baseball Field (1 day min)
\$175.00	day	CB Resident Soccer Field (1 day min)
\$225.00	day	Non-Resident Soccer Field (1 day min)
\$150.00		Field Deposits

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		<u>Lights and Rental for League activities</u>
\$40.00	hour	CB Resident Lights Softball Field (2 hr. min)
\$50.00	hour	Non-Resident Lights Softball Field (2 hr. min)
\$40.00	hour	CB Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	Non-Resident Lights Little League Field (2 hr. min)
\$50.00	Hour	CB Resident Lights Baseball Field (2 hr. min)
\$60.00	Hour	Non-Resident Lights Baseball Field (2 hr. min)
		Space Coast Little League - established by contract. Soccer League - established by contract.

November 1 – April 30

	<i>Current</i>	<i>Current</i>	<i>Proposed</i>	<i>Proposed</i>
Cocoa Beach Loyalty Program (7 Days a Week)		CB Res. Rate	LOYALTY (CB Res Only)	
	12 Play Rate			
18 Holes Riding Open – 2pm	\$42	\$49	\$47	
18 Holes Walking Open – 2pm	\$25	\$32	\$29	
9 Holes Riding Open – 2pm	\$21	\$27	\$26	
9 Holes Walking Open – 2pm	14	18	\$20	
Unlimited Riding 2pm – Close	N/A	36	\$27	
Unlimited Walking 2pm – Close	14	20	\$19	
PRIVATE CART - 9 HOLE FEE	N/A	N/A	\$8	
PRIVATE CART - 18 HOLE FEE	N/A	N/A	\$15	

\$3 cart, \$2 green fee

Brevard County Residents	<i>Mon-Thur</i>	<i>F-Su & Hol</i>	<i>Mon-Th</i>	<i>F-Su & Hol</i>
18 Holes Riding Open – 2pm	\$56	\$62	\$63	\$69
18 Holes Walking Open – 2pm	\$39	\$43	\$43	\$47
9 Holes Riding Open – 2pm	\$31	\$35	\$38	\$42
9 Holes Walking Open – 2pm	\$21	\$24	\$25	\$28
Unlimited Riding 2pm – Close	\$36	\$40	\$32	\$35
Unlimited Walking 2pm – Close	\$20	\$22	\$24	\$26

\$3 cart, \$4 green fee

NON-BREVARD Residents	<i>Mon-Thur</i>	<i>F-Su & Hol</i>	<i>Mon-Th</i>	<i>F-Su & Hol</i>
18 Holes Riding Open – 2pm	\$66	\$70	\$75	\$79
18 Holes Walking Open – 2pm	\$49	\$52	\$54	\$56
9 Holes Riding Open – 2pm	\$37	\$39	\$44	\$54
9 Holes Walking Open – 2pm	\$28	\$30	\$32	\$34
Unlimited Riding 2pm – Close	\$36	\$40	\$34	\$37
Unlimited Walking 2pm – Close	\$20	\$22	\$26	\$28

\$3 cart, \$6 green fee

DRIVING RANGE - CURRENT \$3 -SM (20+), \$5 - MED (40+), \$7 - LG (70+)

DRIVING RANGE - PROPOSED \$5 -SM (20+), \$7 - MED (40+), \$9 - LG (70+)

CURRENT CART RATES: 9 HOLES = \$9; 18 HOLES = \$17

PROPOSED CART RATES: 9 HOLES = \$12; 18 HOLES = \$20

*** The synopsis is as follows for rate increases:

CB Gift Card program & Regular Resident rate will increase \$5: \$3 increase in cart fee, \$2 increase in greens fee

The FL rate will change to a Brevard Cty rate & increase \$7: \$3 increase in cart fee, \$4 increase in greens fee

The "Non-FL" rate will change to a Non-Brevard Cty rate & increase \$9: \$3 increase in cart fee, \$6 increase in greens fee

New private cart rate. Private carts reduce wear on our fleet, so owners receive a discounted cart rate to offset course impact.

May 1 - October 31

	<i>Current</i>	<i>Current</i>	<i>Proposed</i>	<i>Proposed</i>
Cocoa Beach Loyalty Program (7 Days a Week)	12 Play Rate SUM / FALL	CB Res. Rate SUM / FALL	LOYALTY (CB Res Only)	
18 Holes Riding Open – 3pm	\$32 / \$36	\$37 / \$39	\$37	
18 Holes Walking Open – 3pm	\$18 / \$19	\$20 / \$22	\$23	
9 Holes Riding Open – 3pm	\$18	\$21 / \$22	\$23	
9 Holes Walking Open – 3pm	\$14	\$18	\$19	
Unlimited Riding 3pm – Close	N/A	\$32	\$25	
Unlimited Walking 3pm – Close	\$15 / \$19	\$20	\$18	
PRIVATE CART - 9 HOLE FEE	N/A	N/A	\$8	
PRIVATE CART - 18 HOLE FEE	N/A	N/A	\$15	

\$3 cart, \$2 green fee

Brevard County Residents	Mon-Thur SUM / FALL	F-Su & Hol SUM / FALL	Mon-Th	F-Su & Hol
18 Holes Riding Open – 3pm	\$43 / \$45	\$48 / \$50	\$50	\$55
18 Holes Walking Open – 3pm	\$26 / \$28	\$29 / \$31	\$30	\$33
9 Holes Riding Open – 3pm	\$23 / \$24	\$26 / \$35	\$30	\$33
9 Holes Walking Open – 3pm	\$18	\$20 / \$24	\$22	\$24
Unlimited Riding 3pm – Close	\$38 / \$40	\$42 / \$44	\$30	\$33
Unlimited Walking 3pm – Close	\$20	\$22	\$24	\$26

\$3 cart, \$4 green fee

NON-BREVARD Residents	Mon-Thur SUM / FALL	F-Su & Hol SUM / FALL	Mon-Th	F-Su & Hol
18 Holes Riding Open – 3pm	\$49 / \$53	\$52 / \$56	\$58	\$61
18 Holes Walking Open – 3pm	\$32 / \$36	\$34 / \$38	\$36	\$38
9 Holes Riding Open – 3pm	\$26 / \$35	\$28 / \$39	\$35	\$37
9 Holes Walking Open – 3pm	\$18	\$22 / \$30	\$22	\$26
Unlimited Riding 3pm – Close	\$44 / \$48	\$48 / \$50	\$32	\$35
Unlimited Walking 3pm – Close	\$20	\$22	\$24	\$26

\$3 cart, \$6 green fee

DRIVING RANGE - CURRENT \$3 -SM (20+), \$5 - MED (40+), \$7 - LG (70+)

DRIVING RANGE - PROPOSED \$5 -SM (20+), \$7 - MED (40+), \$9 - LG (70+)

CURRENT CART RATES: 9 HOLES = \$9; 18 HOLES = \$17

PROPOSED CART RATES: 9 HOLES = \$12; 18 HOLES = \$20

*** The synopsis is as follows for rate increases:

CB Gift Card program & Regular Resident rate will increase \$5: \$3 increase in cart fee, \$2 increase in greens fee

The FL rate will change to a Brevard Cty rate & increase \$7: \$3 increase in cart fee, \$4 increase in greens fee

The "Non-FL" rate will change to a Non-Brevard Cty rate & increase \$9: \$3 increase in cart fee, \$6 increase in greens fee

New private cart rate. Private carts reduce wear on our fleet, so owners receive a discounted cart rate to offset course impact.

COURSE COMAPRISON

	Habitat Oct	Space Coast Summer <i>(Savannahs)</i>	Melbourne Sum-Oct	Baytree Oct -Nov	Rockledge Nov-Dec	Viera East Oct-Nov	Duran Oct-Dec M-TH / F-SU
	Loyalty Membership \$80year				Assoc. Memb.	Resident	
18H Ride	\$44 (Open-11) \$37 (11-2)		\$50		\$59	\$50/\$47 (12) \$40/38 (2)	
18H Walk	\$38 (Open-11) \$33 (11-2)		\$32				
9H Ride	\$29 (2-Close)		\$30		\$38	\$37/\$39 (12) \$29/\$27 (2)	
9H Walk			\$24				
Unl. Ride	\$32 (18 holes)		\$40		\$39	\$30/\$29 (18)	
Unl. Walk	\$27 (9 holes)						
18H Ride	\$51 (Open-11) \$46 (11-2)	\$50	\$50	\$72(Open-11) \$62 (11-2)	\$70	\$71/\$79 (O-12) \$57/\$63 (12-2)	\$69/\$79 (12) \$55/\$65 (2)
18H Walk	\$46 (Open-11) \$40 (11-2)		\$32				\$35/\$39 after (2)
9H Ride	\$35 (2-Close)	\$40	\$30		\$45	\$56/\$53 (O-12) \$45/\$42 (12-2)	\$33/\$35 after (2)
9H Walk			\$24				
Unl. Ride	\$37 (18 Holes)		\$40	\$39 (2-Close)	\$45 (18)	\$43/\$48 (18)	\$45/\$49 (18)
Unl. Walk	\$31 (9 Holes)						\$29/\$35 After (2)
18H Ride	\$51 (Open-11) \$46 (11-2)	\$50	\$50	\$72(Open-11) \$62 (11-2)	\$70	\$71/\$79 (O-12) \$57/\$63 (12-2)	\$69/\$79 (12) \$55/\$65 (2)
18H Walk	\$46 (Open-11) \$40 (11-2)		\$32				\$35/\$39 after (2)
9H Ride	\$35 (2-Close)	\$40	\$30		\$45	\$56/\$53 (O-12) \$45/\$42 (12-2)	\$33/\$35 after (2)
9H Walk			\$24				
Unl. Ride	\$37 (18 Holes)		\$40	\$39 (2-Close)	\$45 (18)	\$43/\$48 (18)	\$45/\$49 (18)
Unl. Walk	\$31 (9 Holes)						\$29/\$35 After (2)
Driving	N/A	\$4 / \$6 / \$9	\$7 / \$10	\$5.50 / \$8 / \$11	N/A	\$7 / \$10 / \$12	\$6 / \$9 / \$12
Range		25 / 45 / 70	30 / 60	SM / M / L		30 / 60 / 90	SM / M / L

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Attorney /
Becky Vose, City Attorney

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Adopt Resolution 2025-36, A resolution of the City of Cocoa Beach, Brevard County, Florida, pursuant to section 196.1978(3)(o), FLA. Stat., electing to not exempt property from ad valorem property tax under section 196.1978(3)(d)1.a., FLA. Stat., commonly known as the “Live Local Act Property Tax Exemption”; providing for incorporation of recitals, required findings, direction to the Mayor, direction to the City Manager, applicability, severability, and a conditional effective date.

Staff Representative: Becky Vose, City Attorney

Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The State of Florida’s Live Local Act created a new property tax exemption for apartment complexes that offer certain income-restricted rental units. Cities are allowed to “opt-out” of providing this exemption, but only if a required annual housing report from the University of Florida (the Shimberg Report) shows that the area already has enough affordable units. This year, because of the Federal Government Shutdown, the 2025 Shimberg Report is delayed and will not be released until later in December—after the statutory deadline for cities to act. To avoid losing the ability to opt-out if the upcoming report shows our City is eligible, the City is adopting this Resolution conditionally. It will only take effect if the delayed Shimberg Report, once released, confirms that the City qualifies under state law.

RESOLUTION NO. 2025-36

A RESOLUTION OF THE CITY OF COCOA BEACH, BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLA. STAT., ELECTING TO NOT EXEMPT PROPERTY FROM AD VALOREM PROPERTY TAX UNDER SECTION 196.1978(3)(d)1.a., FLA. STAT., COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION”; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, DIRECTION TO THE MAYOR, DIRECTION TO THE CITY MANAGER, APPLICABILITY, SEVERABILITY, AND A CONDITIONAL EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Brevard County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the statutory criteria; and

WHEREAS, beginning with the 2025 tax roll, §196.1978(3)(o), Fla. Stat., allows taxing authorities to “opt-out” of providing the Live Local Act Property Tax Exemption for units in multifamily projects used to house natural persons or families whose annual household income is between 80% and 120% of the median annual adjusted gross income for households within the metropolitan statistical area (“MSA”), or, if not within an MSA, within the county in which the person or family resides (the “80 to 120 Tax Exemption”), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to §420.6075, Fla. Stat. (“Shimberg Annual Report”), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria; and

WHEREAS, the City of Cocoa Beach relies upon the annual Shimberg Annual Report to determine whether it is eligible to exercise the opt-out authority set forth in §196.1978(3)(o), Fla. Stat.; and

WHEREAS, due to the Federal Government Shutdown occurring in late 2025, the compilation, review, and release of the 2025 Shimberg Annual Report has been delayed and is not expected to be available until later in December 2025; and

WHEREAS, because the Report is not yet available, Cocoa Beach cannot presently determine whether it is eligible to opt-out of the Live Local Act Property Tax Exemption; and

WHEREAS, in order to ensure compliance with statutory deadlines and to preserve Cocoa Beach’s ability to opt-out in the event the forthcoming Shimberg Annual Report shows that Cocoa Beach is eligible, the City Commission desires to adopt this Resolution conditionally, to become effective only if the Report supports the statutory findings required by §196.1978(3)(o), Fla. Stat.

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

SECTION ONE. INCORPORATION OF RECITALS. The “WHEREAS” clauses set forth above are incorporated herein by reference and represent the legislative findings of the City Commission supporting the need for this Resolution.

SECTION TWO. OPT-OUT ELECTION; REQUIRED FINDINGS. The City Commission hereby states its intent to elect not to exempt properties eligible for the 80 to 120 Tax Exemption pursuant to §196.1978(3)(o), Fla. Stat., but only if and upon the condition that the 2025 Shimberg Annual Report, upon its release, demonstrates that the City of Cocoa Beach is eligible under Florida law to make such an election. If eligibility is confirmed by the findings of the Report, Cocoa Beach hereby requests that the Brevard County Property Appraiser not grant any such exemptions for the 2025 tax roll.

SECTION THREE. DIRECTION TO THE MAYOR. The Mayor, or in the Mayor's absence the Vice Mayor, is authorized to execute this Resolution only upon the publication or release of the 2025 Shimberg Annual Report confirming Cocoa Beach' eligibility to opt-out pursuant to Section Two of this Resolution.

SECTION FOUR. DIRECTION TO CITY MANAGER. Upon confirmation of eligibility, the City Manager is directed to provide an executed copy of this Resolution to the Brevard County Property Appraiser prior to the statutory deadline.

SECTION FIVE. APPLICABILITY. This Resolution applies solely to ad valorem property tax levies imposed by the City of Cocoa Beach.

SECTION SIX. SEVERABILITY. If any provision of this Resolution is held invalid by a court of competent jurisdiction, or if any portion becomes preempted by state law, the affected provision shall be deemed stricken and the remainder shall continue in full force and effect.

SECTION SEVEN. CONDITIONAL EFFECTIVE DATE. This Resolution shall only take effect if, and upon the date that, the 2025 Shimberg Annual Report establishes that Cocoa Beach is eligible under §196.1978(3)(o), Fla. Stat., to elect not to provide the Live Local Act Property Tax Exemption. If the Report does not establish eligibility, this Resolution shall be null and void without further action of the City Commission.

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

ATTEST:

Karin Grooms
City Clerk

Keith Capizzi
Mayor-Commissioner

Ayes: _____
Nays: _____
Absent or
Abstaining: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Set Appointments to Organizations for 2026

Representative: City Commission

Recommendation: Appoint the 2026 Representatives

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A - No funds required.

BACKGROUND:

City Commission is to review and determine whom on the Commission will serve on other boards as the representative for the City.

City of Cocoa Beach City Commission Agenda Item Summary

DEPARTMENT MAKING
REQUEST/NAME:

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Space Coast Transportation Planning Organization (SCTPO)

2026 Cocoa Beach Designated alternate: _____

2026 Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

2026 Staff Representative Alternate: Carrie Lombardo

2025 Cocoa Beach Voting Delegate: Mayor Keith Capizzi,

2025 Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

2024 Cocoa Beach Voting Delegate: Commissioner Skip Williams;

The 2026 Cape Canaveral Voting and Primary Delegate is: Mayor Wes Morrison, Per the agreement, the Cities of Cocoa Beach/Cape Canaveral share Voting Delegates on the Transportation Planning Organization. For 2026, the Voting Delegate is Cape Canaveral and Cocoa Beach is designated the alternate.

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

2025 Cocoa Beach Voting Delegate: Mayor Keith Capizzi, Staff Representative: Morgan Zuhlke,

2024 Cocoa Beach Voting Delegate: Commissioner Skip Williams;

The 2025 Cape Canaveral Voting and Primary Delegates are: Council Member Don Willis

Per the agreement, the Cities of Cocoa Beach/Cape Canaveral share Voting Delegates on the Transportation Planning Organization. For 2026, the Voting Delegate is Cape Canaveral and Cocoa Beach is designated the alternate.

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

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

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

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

2026 Voting Delegate, _____,

2026 Alternate Delegate _____

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

**General Employees' Pension Board - (Meets Quarterly 3pm, Thursdays before
Commission meetings, Cocoa Beach)**

2026 Commission Representative: _____

2025 Commission Representative: Commissioner Skip Williams

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Canaveral Port Authority (usually Meets the 3rd Wednesday of the month, 9:00 am)

2026 Commission Representative: _____

2025 Commission Representative: Commissioner Joshua Jackson

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

Cocoa Beach Art Show

2026 Commission Representative: _____

2026 Staff Representative: Carrie Lombardo, Government Affairs Manager

2025 Commission Representative: Commissioner Tim Tumulty

IS THIS ITEM BUDGETED (IF APPLICABLE)?

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BACKGROUND:

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

December 4, 2025

REQUESTED MOTION/ACTION

STAFF REPRESENTATIVE

Brevard County Water Supply Group (no set meeting time)

Staff Representative: Water Reclamation Director Brad Kalsow

St. Johns River Water Management District (Meets as needed)

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Cocoa Beach Main Street

Staff Representative: Carrie Lombardo, Government Affairs Manager

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

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