



Meeting Agenda
Thursday, January 15, 2026

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 Keith Capizzi, Pastor, Club Zion Community Church
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

1. Request to approve Resolution 2026-03 A resolution of the city commission of the city of Cocoa Beach, Florida, providing for a temporary moratorium on the enforcement of certain temporary sign ordinance violations; providing conditions and limitations on the moratorium; providing for confiscation and retrieval of temporary signs under certain circumstances; providing for a retrieval fee; providing for direction to the city manager; providing for a limited duration; and providing for an effective date. Added 1/15/2026

Representative: Becky Vose, City Attorney
Recommendation: Approve

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. COMMUNITY REDEVELOPMENT AGENCY (CRA)

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

1. Request to approve Commercial Visual Improvement Grant for Slow & Low Barbeque in the amount of \$25,000, located at 306 N Orlando Ave, Cocoa Beach FL, 32931. This is a budgeted item.

Staff Representative: Devan Taly, Deputy Finance Director/CRA

Recommendation: Approve

2. Request to renew the lease agreement between CRA and Cocoa Beach Mainstreet for usage of office space in the parking garage located at 25 S Orlando Ave, Cocoa Beach FL, 32931.

Staff Representative: Devan Taly/Deputy Finance Director/CRA

Recommendation: Approve

Commission will reconvene for the remaining items.

H. CONSENT AGENDA

1. Approve the December 4th, 2025, City Commission Meeting Minutes

Staff Representative: City Clerk Department

Recommendation: Approve

2. Adopt Resolution 2026-01 : A resolution of the City Commission of the City of Cocoa Beach, Florida, adopting the Brevard County Multi-Jurisdictional Local Mitigation Strategy.

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Adopt Ordinance 1707 on second 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

K. NEW BUSINESS

1. City Manager Discussion
Staff Representative: Becky Vose, City Attorney
Recommendation: Discuss
2. Adopt Resolution 2026-02 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, Declaring and recognizing "Light-Up the Lagoon Cocoa Beach" as an official community event; providing for purpose and intent; and providing for an effective date.
Staff Representative: Joshua Jackson, Commissioner
Recommendation: Adopt
3. Approve the proposal provided by Automated Logic in the amount of \$79,360 to upgrade the heating and cooling control systems at the Cocoa Beach Country Club. This is a budgeted capital item.
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director
Recommendation: Approve
4. Accept the Engineer's Recommendation of Award for bid #CB26-003, Dune Crossovers South 7th Street and Flagler Lane, submitted by Doug Wilson Enterprises, Inc. in the amount of \$133,280.00 for South 7th Street and Johnsen Amphibious Marine Contractors DBA Waterfront Solutions in the amount of \$148,970.00 for Flagler Lane. Allow staff to enter into contract with Doug Wilson Enterprises, Inc and Johnsen Amphibious Marine Contractors DBA Waterfront Solutions. This is a budgeted Capital Project.
Staff Representative: Brad Kalsow, Public Works and Water Reclamations Director
Recommendation: Approve
5. Accept the Engineer's Recommendation of Award for the bid submitted by J.F. Brennan Company, Inc in the amount of \$33,499,900 for bid #CB25-010, Cocoa Beach Golf Muck Capping Project. Allow staff to enter into contract with J.F. Brennan Company, Inc.
Staff Representative: Brad Kalsow, Public Works and Water Reclamation Director, Hana Juman, Finance Director
Recommendation: Approve

L. GENERAL PUBLIC COMMENT

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

M. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Michael Bryan, Assistant to the City Clerk

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Request to approve Resolution 2026-03 A resolution of the city commission of the city of Cocoa Beach, Florida, providing for a temporary moratorium on the enforcement of certain temporary sign ordinance violations; providing conditions and limitations on the moratorium; providing for confiscation and retrieval of temporary signs under certain circumstances; providing for a retrieval fee; providing for direction to the city manager; providing for a limited duration; and providing for an effective date. Added 1/15/2026
Representative: Becky Vose, City Attorney
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

NA

BACKGROUND:

NA

RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, PROVIDING FOR A TEMPORARY MORATORIUM ON THE ENFORCEMENT OF CERTAIN TEMPORARY SIGN ORDINANCE VIOLATIONS; PROVIDING CONDITIONS AND LIMITATIONS ON THE MORATORIUM; PROVIDING FOR CONFISCATION AND RETRIEVAL OF TEMPORARY SIGNS UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR A RETRIEVAL FEE; PROVIDING FOR DIRECTION TO THE CITY MANAGER; PROVIDING FOR A LIMITED DURATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach has adopted land development regulations and other ordinances regulating the placement, duration, and removal of temporary signs within the City; and

WHEREAS, the City Commission desires to temporarily suspend enforcement of certain violations of the City's temporary sign ordinances in order to allow limited short-duration display of temporary signs while maintaining public safety, aesthetics, and orderly enforcement; and

WHEREAS, the City Commission finds that a narrowly tailored, time-limited moratorium on enforcement, subject to clear conditions and limitations, serves a valid public purpose and is in the best interests of the City and its residents.

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

SECTION 1. TEMPORARY MORATORIUM ON ENFORCEMENT. For a period of thirty (30) days from the effective date of this Resolution, the City shall impose a limited moratorium on the enforcement of violations of the City's temporary sign ordinances, but only as provided and conditioned herein.

SECTION 2. CONDITIONS AND LIMITATIONS. The moratorium established by this Resolution shall apply solely to temporary signs that are placed for a duration of no more than eight (8) consecutive hours. Any temporary sign that remains in place for more than eight (8) consecutive hours shall not be subject to the moratorium and shall be deemed in violation of the City's temporary sign regulations.

SECTION 3. CONFISCATION AND RETRIEVAL. Any temporary sign that is present for more than eight (8) consecutive hours may be confiscated by the City. Confiscated signs shall be held by the City and may be retrieved by the owner or responsible party upon payment of a retrieval fee.

SECTION 4. RETRIEVAL FEE. The retrieval fee for any confiscated temporary sign shall be Fifteen Dollars (\$15.00) per sign. Payment of the retrieval fee shall be required prior to the release of the sign.

SECTION 5. DIRECTION TO CITY MANAGER. The City Manager is directed to implement the terms of this Resolution.

SECTION 6. DURATION OF RESOLUTION. This Resolution and the moratorium established herein shall remain in effect for a period of thirty (30) days from its effective date, unless earlier repealed or extended by action of the City Commission.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and passage.

SECTION 8. 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.

PASSED AND ADOPTED at a meeting of the City Commission of the City of Cocoa Beach, Florida, duly assembled on the ____ day of _____, 2026.

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 January, 2026.

ATTEST:

Ayes: _____
Nays: _____
Absent or
Abstaining: _____

Karin Grooms
City Clerk

Keith Capizzi
Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Request to approve Commercial Visual Improvement Grant for Slow & Low Barbeque in the amount of \$25,000, located at 306 N Orlando Ave, Cocoa Beach FL, 32931. This is a budgeted item.

Staff Representative: Devan Taly, Deputy Finance Director/CRA

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted in FY2026 Budget

BACKGROUND:

The applicant is looking to improve the blighted areas in the parking lot of the business. Slow & Low is requesting the max contribution of \$25,000 for the parking lot improvements located at 306 N Orlando Ave, Cocoa Beach FL, 32931.

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

APPLICANT INFORMATION

Applicant's Name: Nicole Smith
Applicant's Corporate Name: Slow & Low BBO
Applicant's Business Address: 306 N. Orlando Ave CB 32931
Name of Business at Project Address: Same
City of Cocoa Beach Business Tax Receipt #: BTL-26-187
Federal Tax ID Number or Social Security #: 38-3692939
Applicant Phone #: (321) 783-6199 Business Phone #: (321) 783-6199
Applicant Email Address: SlowandLowBBQ@cfl.rr.com
Is Applicant the property owner or a tenant proposing the façade improvements?
☒ Owner or ☐ Tenant

PROPERTY INFORMATION

Property Owner's Name: J&N Investments/Slow & Low
Property Owner's Mailing Address: 306 N. Orlando Ave CB 32931
Property Address: Same
Alt Number(s): (321) 693-2352
Name of Tenant(s): Slow & Low
Lease Expiration Date: N/A Option to Extend: ☐ Yes ☐ No How Long: Years
Property Manager: Nicole Smith Phone: (321) 693-2352 Email: nicole-smith91@yahoo
1. Is the proposed project located in the current CRA? ☒ Yes ☐ No
Total Applicant Funds: 177,000 Total Anticipated Grant Request: 25,000

4. Please describe how you intend to maintain the improvements during the useful life of the improvements. *We will clean the lot regularly, sealcoat every 3-4 years and address and cracks promptly (if they occur)*

5. Current Number of Employees: Full-Time 16 Part-Time 5 Contract N/A
 Number of Employees (Post Project Completion) Full-Time 20 Part-Time 7
 Contract N/A

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
<i>fence (already done)</i>	<i>loan</i>	\$ <i>\$ 7,000</i>
<i>front of building</i>	<i>loan</i>	\$ <i>\$ 20,000</i>
<i>outside bar</i>	<i>loan</i>	\$ <i>40,000</i>
<i>parking lot</i>	<i>loan & grant</i>	\$ <i>55,000 - 60,000</i>
<i>paint building</i>	<i>loan</i>	\$ <i>25,000</i>
<i>palm trees, green space, garden wall</i>	<i>loan</i>	\$ <i>30,000</i>
		\$
Total Project Budget <i>177,000 - 285,000</i>	<i>loan & hopefully grant</i>	\$ <i>177,000 - 185,000</i>

1. Please provide a description of the Proposed Improvements. Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED

WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)

resurfacing the parking lot & restriping the parking lot.

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

Parking lot is covered with pot holes that have been filled in multiple times and are so bad they can not be refilled. And, to just recover with asphalt will only last 2-3 years so we need to resurface it. The front of the building needs a facelift too and with the sidewalk extension we can add palm trees for curb appeal.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds

through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

The parking lot is going to cost between \$55,000 - \$60,000 alone plus we are going to give the rest of the building a facelift with new paint, fencing, redoing the outside bar area & where the dumpsters were adding green space and a wall garden. The funds will only be used for the parking lot. This will allow us to do it correctly and not put a bandaid on it

4. Please describe how you intend to maintain the improvements during the useful life of the improvements. *We will clean the lot regularly, sealcoat every 3-4 years and address and cracks promptly (if they occur)*

5. Current Number of Employees: Full-Time 16 Part-Time 5 Contract N/A
Number of Employees (Post Project Completion) Full-Time 20 Part-Time 7
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TOTAL PROJECT BUDGET (Estimated)

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<i>palm trees, green space garden wall</i>	<i>loan</i>	\$ <i>30,000</i>
		\$
Total Project Budget <i>177,000 - 285,000</i>	<i>loan & hopefully grant</i>	\$ <i>177,000 - 185,000</i>

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

Nicole Smith
Signature of Applicant

12/18/2025
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me via physical presence ☒ or online notarization ☐ this 18th day of December, 2025, by Nicole Smith (name of person acknowledging).

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced

A Copeland



ATTACHMENT "5"

CVIP Real Property Owner Consent

STATE OF FLORIDA
COUNTY OF BREVARD

I, Jarl & Nicole Smith, owner and/or authorized representative of Slow & Low, also commonly known as Jan, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Slow & Low, the tenant and/or business owner.

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

DATE this 18th day of December. Authorized Signature: Nicole Smith

The foregoing instrument was acknowledged before me via physical presence ☒ or online notarization ☒ this 18th day of December, 2025 by Nicole Smith (name of person acknowledging).

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

NOTARY SEAL:

Angela David Copeland
Notary Public, State of Florida



My commission expires: _____

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IMPERVIOUS AREA CALCULATIONS
IMPERVIOUS AREA ADDED TO SITE = 4236 SF
IMPERVIOUS AREA REMOVED = 5123 SF
NET IMPERVIOUS AREA = 8113 SF

EXHIBIT PLAN

LEGEND:

DESCRIPTION

BUILDING OR STRUCTURE

EXISTING IMPERVIOUS AREA

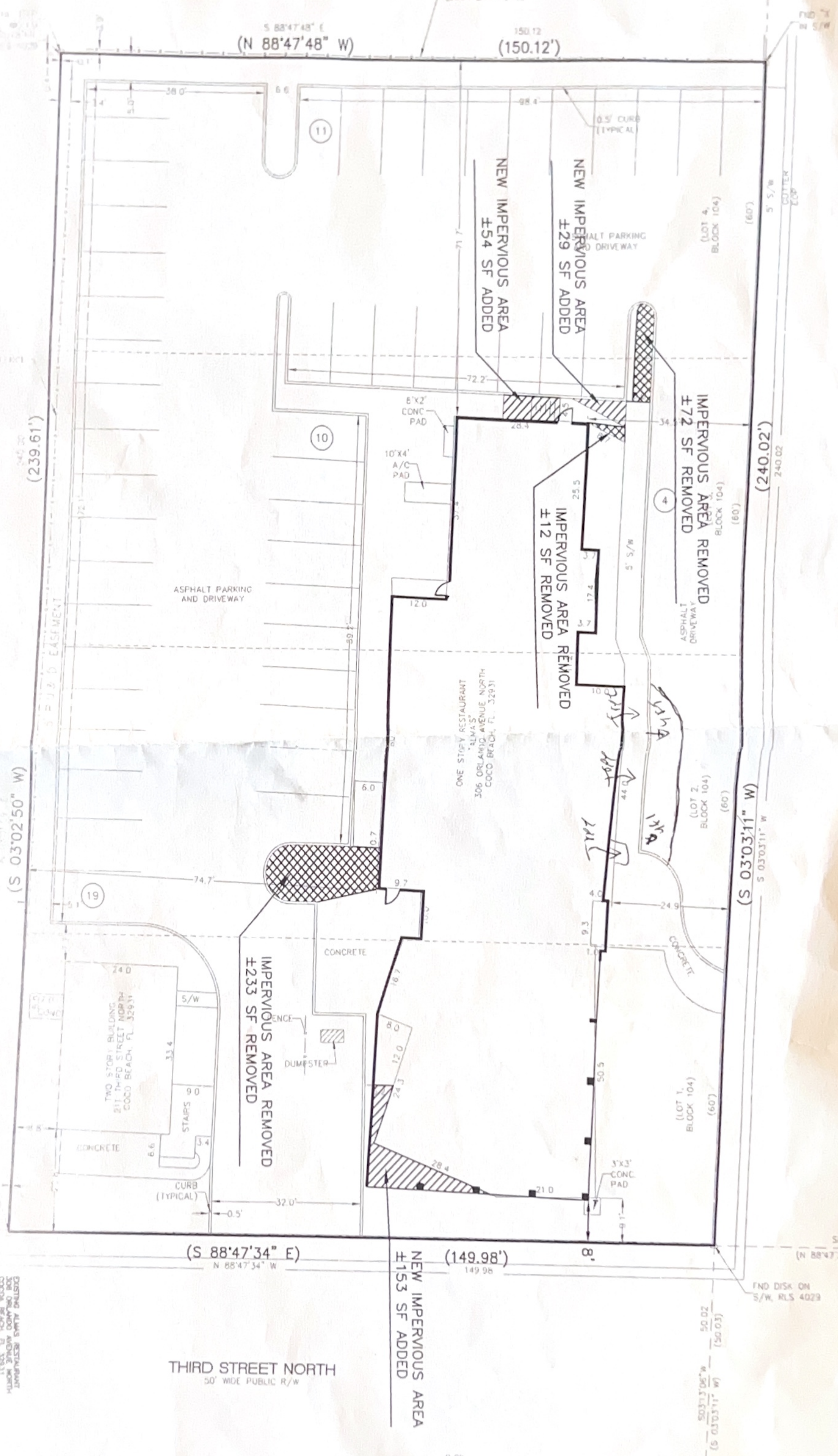
ASLT

CONCRETE

ASPHALT DRIVEWAY



EXISTING ALMA'S RESTAURANT
306 ORLANDO AVENUE NORTH
COCO BEACH, FL 32931



SLOW-N-LOW BAR-B-Q

JOEL SMITH
MELBOURNE, FL 32935

EXHIBIT PLAN



CONSTRUCTION
ENGINEERING
GROUP
consulting engineers

740 North Olive, Suite 4
Melbourne, FL 32934
Tel: 321.303.1201
Fax: 321.303.3123
www.constructionengineering.com
License: 00000001

REV	DATE	REVISION	APPROVED



Burton Asphalt and Services
447 Riverview Lane
Melbourne Beach, FL 32951
3215374063
info@burtonasphalt.com
www.burtonasphalt.com

ESTIMATE / CONTRACT

ADDRESS

Slow and Low BBQ
306 N Orlando
Cocoa Beach
Nicole_smith91@yahoo.com
321 693 2352

SHIP TO

slow
Slow and Low BBQ

ESTIMATE / 6725

CONTRACT #

DATE 12/09/2025

DESCRIPTION	AMOUNT
PREPARE UP TO 3600 SQUARE YARD OF PARKING LOT FOR PAVING. TACK AREAS WITH A DOT APPROVED PRIMER TACK COAT. INSTALL 1" AVERAGE OF HOT PLANT MIXED ASPHALT, TYPE S-III. ROLL AND COMPACT USING A 3-5 TON ROLLER. HAUL AWAY ANY RELATED DEBRIS RESTRIPE AS EXISTING UP TO 3 HANDICAPS, 2 CROSSWALKS, 58 LINES, 3 STOPBARS, 6 ARROWS	54,987.00
*CONTRACTOR IS NOT RESPONSIBLE FOR BASEWORK, FAULTY BASE OR SINKING ASPHALT.	0.00
*THE CONTRACTOR CAN NOT GUARANTEE ELIMINATION OF STANDING WATER.	0.00
*NEW PAVEMENT WILL SCUFF AND MARK UNTIL IT HAS PROPERLY CURED. *ASPHALT OVER THE ALOTTED AMOUNT WILL BE BILLED AT \$175 A TON.	0.00

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

TOTAL

\$54,987.00

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

PROPOSAL

Project:

Paving &
Line Striping

Slow and Low BBQ
Cocoa Beach FL

YOUR PAVEMENT CONTRACTOR

Hunter Schmauss
Owner & Operator

Phone: (321) 514-1477

Email: Allbrevardasphalt@gmail.com

Website:

www.Allbrevardasphalt.com



Service(s):



Prep Work

1. **Clean:** parking lot of dirt and debris

Asphalt Paving.

1. The area under consideration comprises **22,502 square feet** of existing asphalt.
2. Apply DOT approved tack coat
3. **Pavement Installation:** Apply DOT approved hot mix asphalt compacted to an average of 1.5 inches.
4. **Compaction:** using a 3 ton Vibratory Roller.
5. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the job site.

Line Striping Detailed

1. All work will be performed so that there is minimal interruption to your facility.
2. **STRIPING:** Apply DOT approved latex paint, re-striping existing layout
3. **No Parking**

Price Estimate:

Please find the following breakdown of
all services we have provided in this
proposal.

ITEM DESCRIPTION COST:

1. Prep Included
2. Asphalt Paving Included
3. Line Striping Included
4. Trucking Included
5. Equipment Included
6. Labor Included

Total: \$ 47,622

Acceptance:

We agree to pay the deposit of 50% (\$23,811) prior to scheduling and
total sum or balance and in full upon completion of this project.

DNE Asphalt Services Inc

5115 US-1
Mims, FL 32754
3216265137
deanna@днеasphaltservices.com



Prepared For:
J&N INVESTMENT PROPERTIES INC
678 Monterey Dr
Satellite Beach, FL 32937

Attention:
Nicole Smith

Project Address:
Slow n Low Bar-B-Que COCOA BEACH
306 N Orlando Ave
Cocoa Beach, FL 32931

Dear Nicole Smith , thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

ASPHALT SURFACE DEMO AND REMOVE WITH BASE REPAIR

\$18,000.00

We will remove 20,450 SF asphalt parking lot excavated to full depth , average 1.5 inches.

- Barricade work area with traffic cones and caution tape
- Remove wheel stops and store on site (or we will remove off site if client elects to replace them with new wheel stops)
- A skid steer machine will be used to remove existing asphalt .
- The exposed base material will be repaired by regrading, adding new base in low areas and compacting with double drum rollers
- Will need access to onsite water source for machines.
- All debris will be cleaned and removed from site.
- Bid for a 2 day completion

NEW ASPHALT INSTALLATION

\$44,500.00

Install 20,450 SF , to a depth of 1.5 inches.

- This is performed by installing a new layer of hot mix asphalt over the existing stone surface.
- Multiple lifts and or various mixes may be required.
- The new asphalt will be installed at the above depth using a self-propelled paving machine and will be compacted to achieve a smooth and uniform surface.
- A Department of Transportation approved asphalt mix will be installed.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- Excluded is responsibility for ponding water or poor drainage in areas where the grade is less than 2%
- Bid for a 1 day completion

NEW LAYOUT STRIPING

\$1,800.00

Striping will be completed using Premium grade waterborne traffic paint.

34 Parking Stalls (white)

2 Handicap Stalls

3 Stop Bars

5 Directional Arrows

*Crushed glass will be added to any curb, ramp, crosswalk, stop bar, directional arrow, or any other marking wider than 6 inches to provide a non-slip reflective surface.

This work will be completed as coordinated with Purchaser. Any painting on concrete surfaces is not warranted. Chlorinated rubber-alkyd, thermoplastic material is not included in this line item. Purchaser is required to provide Contractor with a detailed site drawings designating exact layout of area to be striped. Contractor will stripe the parking lot in accordance to site plans provided. Purchaser agrees to pay Contractor a minimum of \$600 for each additional mobilization required for striping not listed above.

OPTION SIGNAGE

\$0.00

Provide and Install new signage :

2 Handicap Parking Signs with fine adders (per city code)

3- 30" STOP signs (high intensity reflective)

1- One Way sign

All signs will be installed on 2" square posts, anchored in the ground at a 2' depth secured with concrete

TO INCLUDE THIS OPTION ADD: **\$1,600.00** to total price

NEW WHEEL STOPS

\$0.00

Install New concrete double face wheel stops. All wheel stops will be aligned prior to installation and then pinned with #4 rebar. Area will be clean of dust and debris.

Quantity: 36

Painted: to be determined by client

Color:

FOR THIS OPTION ADD : \$4,320.00 to total price

OBTAIN PERMIT

\$0.00

Will include obtaining the permit for this project. Permit fee receipts will be submitted to client for reimbursement

PREPARED BY: DeAnna Richman

PROPOSAL TOTAL: \$64,300.00

DNE Asphalt Services Inc proposes to furnish material and labor to perform the work outlined herein for the sum of **\$64,300.00**

Client Signature: _____ Today's date: _____

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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 2 South Orlando Ave, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Slow & Low Barbeque, hereinafter referred to as GRANTEE and J&N Investment Properties Inc, hereinafter referred to as "Property Owner"; located at 306 N Orlando Ave, Cocoa Beach FL, 32931.

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner, J&N Investment Properties Inc, is the owner of the property located at 306 N Orlando Ave Cocoa Beach Florida 32931, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-DC-104-1.01, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

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

project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA nor the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE and Property Owner shall reimburse the CRA for all grant monies expended hereunder.
9. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

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

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

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

SECTION 15. NOTICE

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

CRA:

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

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

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

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

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

Notary Public, State of Florida

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Request to renew the lease agreement between CRA and Cocoa Beach Mainstreet for usage of office space in the parking garage located at 25 S Orlando Ave, Cocoa Beach FL, 32931.

Staff Representative: Devan Taly/Deputy Finance Director/CRA

Recommendation: Approve

Commission will reconvene for the remaining items.

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The current lease agreement expires February 19th, 2026. Request to approve the lease agreement between CRA and Cocoa Beach Mainstreet for usage of office space in the parking garage located at 25 S Orlando Ave.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 2026 ("Effective Date") by and between the CITY OF COCOA BEACH, Florida, as Lessor (hereinafter the "CITY OF COCOA BEACH"), and the COCOA BEACH MAINSTREET a Florida not for profit corporation, through its Convention & Visitors Bureau (hereinafter the "Lessee") upon the following terms and conditions:

1. **Leased Office Space.** The CRA and The City of Cocoa Beach agree to lease to Lessee certain office space located in the CRA's garage located at 25 S. Orlando Ave., Cocoa Beach, Florida 32931 (hereinafter referred to as the "Office Space") for the purpose of operating a tourist information center. Lessee may purchase up to three (3) parking permits at the downtown business rate for employees of the tourist information center during the term of the lease.
2. **Condition of the Office Space.** Lessee accepts the Office Space in "AS IS" condition and shall maintain the Office Space in good condition during the term of this Lease. Lessee agrees to notify the City of Cocoa Beach immediately in the event of damage to the Office Space, which may create a hazard to the public. Lessee may enter the premises prior to the commencement of the Lease Term for the purpose of furnishing and improving the Office Space.
3. **Term.** This Lease shall be for a term of twelve (12) months beginning on February 19, 2026, and ending on February 19, 2027.
4. **Rent.** Lessee shall pay the CRA and The City of Cocoa Beach \$5.00 per month during the term of the Lease, payable on the first day of each month.
5. **Signage.** Lessee may provide signage for the Office Space and surrounding fixtures. All signage must be approved by the CRA and/or The City of Cocoa Beach prior to printing. All artwork and murals must be approved by the CRA and/or The City of Cocoa Beach prior to its commission. Approved signage may be located throughout the CRA's garage on windows, a-frames along adjacent sidewalks, (if permitted by City zoning), in stairwells, elevators, and in bathrooms. Lessee may provide for a visitor information center sign for overhead display within the garage and may hang a small information box outside the Office Space, all subject to prior CRA and/or The City of Cocoa Beach approval.
6. **Insurance.** Lessee must maintain insurance which will fully protect the Lessee, the CRA, and the City of Cocoa Beach from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise under this Lease, either by Lessee or by anyone directly or indirectly engaged or employed by either of them. The amount of insurance required by this Lease must not be less than:
 - (a) Workers' Compensation as required by Florida law;
 - (b) Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Lease in the amount of \$500,000.00. CGL insurance shall be

written on an occurrence form and include bodily injury and property damage liability for premises, operations, personal injury, and advertising injury.

(c) Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage.

The CRA and the City of Cocoa Beach shall be specifically included as additional insureds and loss payees on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the termination of the Lease, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CRA before commencement of the Lease. The insurance coverages procured by Lessee as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to Lessee, and any other insurance, or self-insurance available to Lessee will be considered secondary to, or in excess of, the insurance coverage(s) procured by Lessee as required herein.

6. **Indemnification.** Lessee must indemnify and hold the CRA and the City of Cocoa Beach harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CRA, the City of Cocoa Beach, or its agents, officers, or employees, arising directly or indirectly from Lessee's performance or nonperformance under this Lease or by any person on Lessee's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by Lessee. Lessee acknowledges that Lessee has received consideration for this indemnification. Lessee's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Lease. Such indemnification is in addition to any and all other legal remedies available to the CRA and the City of Cocoa Beach and not considered to be the CRA's or the City of Cocoa Beach's exclusive remedy.

In the event that any claim in writing is asserted by a third party which may entitle the CRA or the City of Cocoa Beach to indemnification, the CRA must give notice thereof to Lessee, which notice must be accompanied by a copy of statement of the claim. Following the notice, Lessee has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Lessee does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CRA or the City of Cocoa Beach decides to participate in the proceeding or defense, the CRA and/or the City of Cocoa Beach will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Lessee, to make any reasonable compromise or settlement thereof.

In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise,

or settlement of such claim. The indemnification provisions of this paragraph will survive the termination of this Lease.

7. **Sovereign Immunity.** Nothing in this Lease extends, or will be construed to extend, the CRA's or the City of Cocoa Beach's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Lease is a consent, or will be construed as consent, by the CRA or the City of Cocoa Beach to be sued by third parties in any matter arising out of this Lease.

8. **Public Records Compliance.** Lessee agrees that, to the extent that it may "act on behalf of the CRA or the City of Cocoa Beach within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Lease, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lessee does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Lessee or keep and maintain public records required by the public agency to perform the service. If the Lessee transfers all public records to the public agency upon completion of the contract, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's or City of Cocoa Beach's custodian of public records, in a format that is compatible with the information technology systems of the City of Cocoa Beach.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat.,

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY HALL
2 S Orlando Ave
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.**

321-868-3286,
[CITYCLERK@CITYOFCOCOABEA](mailto:CITYCLERK@CITYOFCOCOABEA.CH.COM)
[CH.COM](mailto:CITYCLERK@CITYOFCOCOABEA.CH.COM)

9. **Public Records Compliance Indemnification.** Lessee agrees to indemnify and hold the CRA and the City of Cocoa Beach harmless against any and all claims, damage awards, and causes of action arising from the Lessee's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Lessee's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Lessee authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Lessee in Brevard Circuit Court on an expedited basis to enforce the requirements of this section.

10. **E-Verify Compliance.** Lessee affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Lessee is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute and that Lessee is otherwise in compliance with Sections 448.09 and 448.095, Fla. Statutes.

12. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Lease and the parties' actions under this Lease shall be governed by and construed under the laws of the State of Florida. As a material condition of this Lease, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Cocoa Beach MainStreet:

Print Name: _____

Title: _____

The City of Cocoa Beach:

Print Name: _____

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
December 4, 2025

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance
2. Invocation by Val DeVera, Father, Our Saviour Catholic Church
3. Roll Call

Commission Members Present:

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

Administrative Members Present:

City Attorney Becky Vose
City Manager A.J. Hutson
City Clerk Karin Grooms
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Deputy Chief, Steve Lea
General Manager, CBCC Ed Thinger
Human Resources Cindy DePina
Information Technology, Tristin Takacs
Leisure Services Andi Segarra
Police Chief/ Assistant City Manager Wes Mullins
Police, Major Joseph Versaggi
Police, Major Manny Hernandez
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow

B. APPROVAL OF THE AGENDA

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

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

C. SPECIAL PRESENTATIONS

CITY COMMISSION MINUTES

December 4, 2025

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

Mr. Scott Deitcheof Geosyntec Consultants Inc. and Mr. Walker Dawson of Applied Ecology provided an updated status of the City's Vulnerability Assessment, following up on their presentation from May. Mr. Deitch outlined the portions of the assessment that have been completed and described how the two organizations are evaluating flooding risks and resilience strategies.

Mr. Deitch explained that the completed assessment will be submitted to the Florida Department of Environmental Protection (DEP), noting that DEP approval is critical for eligibility for state funding. He reviewed the assessment process, including the criteria being evaluated, and identified key risks to the City such as sea level rise, vulnerable City assets, and various flood scenarios. He emphasized the importance of adhering to procedures established in Florida Statute.

Mr. Deitch discussed the current phase of the project, including modeling scenarios related to coastal tidal flooding, 100-year storm surge events, and 100-year rainfall events. He noted that the project is currently in the sensitivity analysis phase. Once this phase is complete, the assessment will be provided to the City for review and then submitted to DEP for approval.

Mr. Deitch also mentioned plans for an additional public outreach meeting at the beginning of the year. The final Vulnerability Assessment is scheduled for completion by the end of April, with a presentation of the final results anticipated in May.

D. PUBLIC COMMENTS

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

Ms. Janice Scott, a Cocoa Beach resident, addressed the City Commission. She acknowledged Mr. AJ Hutson, City Manager, and referenced the former City Clerk who recently retired. Ms. Scott thanked the Mayor for including the downtown Christmas Parade as part of the City's holiday activities.

Ms. Scott commented on the vulnerability assessment presentation and discussed the trend of homeowners raising their lots. She requested that the City consider requiring the installation of French drains between adjacent properties to help prevent flooding impacts on neighboring homes, referencing recent flooding issues experienced in Titusville. Ms. Scott also commented on county ad valorem taxes.

CITY COMMISSION MINUTES

December 4, 2025

E. STAFF REPORTS AND ANNOUNCEMENTS

City Manager AJ Hutson provided the following updates:

- The City's annual Turkey Trot was highly successful, with a record number of participants exceeding 5,000 runners.
- The Art Show was also successful and well attended.
- The Cocoa Beach Fire Department (CBFD) recently participated in a multi-agency mass casualty exercise. City Manager Hutson thanked CBFD for their leadership and professionalism during the exercise.
- The City has received approval of the ADA parking plan, and the park property is currently in the process of being conveyed to the City.
- Chief Mullins, along with Brent and Ed Thinger, visited a golf course in Clermont and met with representatives from "Cover the Tee's" regarding a potential driving range concept. The City Manager noted the success of the facility and stated it would be a strong amenity for tourists, particularly cruise ship visitors, and could generate sufficient revenue to sustain itself. The City is moving forward with contract discussions.
- City Manager Hutson discussed coordination with Cape Canaveral stormwater staff regarding stormwater pumping stations used to remove standing water. He noted a similar system in Cape Canaveral and identified three potential locations in Cocoa Beach where this technology could be applied to address standing water before water levels rise.
- The downtown elevator project is nearing completion and is currently operational while undergoing final adjustments. Inspections are scheduled to be completed by the 15th.
- Tennis court resurfacing has been completed.
- The Bicentennial project is anticipated to be completed in January.
- The Holiday Lane boat ramp is open, despite high water conditions.
- City Manager Hutson provided an update on McNabb Parkway, noting that pavers installed at the site were engineered to support heavy equipment. The City is in discussions with Mead & Hunt to address concerns related to the installation. Commissioner Williams inquired about access for the Boat Parade at McNabb Parkway. City Manager Hutson confirmed the area will be open for Boat Parade viewing. Commissioner Williams noted that the park will be partially open.

CITY COMMISSION MINUTES

December 4, 2025

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

Ms. Vose addressed the Commission regarding the cost associated with conducting a title search for the annexation site. She noted her recommendation to move forward with the title research and requested the Commission's consensus to proceed. The Commission provided consensus to move forward with the title search.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Jackson spoke about Cocoa Beach High School ROTC being the winning champions. Vice-Mayor Williams inquired about adding it to the sign.

Commissioner Tumulty briefed the Commission on the recent Cocoa Beach Art Show, highlighting the new layout, stage, and green space, along with the presence of Public Safety crews and the annual Fire Department Chili Fest. He noted that eliminating the food court benefited local restaurants and reduced trash. Although the green space was dark, the event was well attended and successful.

Commissioner Hutcherson noted the Christmas Boat and Street Parade were on the same day, Sunday, December 13th.

Vice Mayor Williams discussed the ADA park property recently conveyed to the City, noting it has been a long-term project of his. He requested consensus from the City Manager and Commission to serve as a secondary reviewer on project management and as a secondary contracting officer's representative for design to ensure ADA requirements are met, citing his International Project Management certification. He also requested continued involvement during construction and participation with the City Manager in grant writing to pursue ADA funding to help offset project costs.

The Commission granted consensus for Vice Mayor Williams to work with City staff on the project and to collaborate with the City Manager on pursuing ADA grant funding to help bring the park to fruition.

Mayor Capizzi noted the busy season and the events such as the Winterfest, Boat Parade and Surfing Santa's on Christmas Eve.

H. CONSENT AGENDA

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

I. ITEMS REMOVED FROM THE CONSENT AGENDA

CITY COMMISSION MINUTES

December 4, 2025

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

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO DISCUSS

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Vice Mayor Williams requested clarification on the ordinance language regarding the transition of board members, noting the merger of two boards and the transition of existing members. He asked for confirmation that the Planning Board would assume these responsibilities.

David Dickey, Development Services Director, clarified that the boards would be merged and that the current Planning Board would take on the expanded scope. Commissioner Hutcherson confirmed the clarification regarding Planning Board members. Vice Mayor Williams requested revised ordinance language. City Attorney Vose stated she would review the ordinance and noted that current Sustainability Board members were not interested in continuing.

CITY COMMISSION MINUTES

December 4, 2025

Mr. Dickey added that staff contacted members of the dissolved board and learned that two wished to be considered for the Planning Board, one had moved out of the City, and no response was received from the remaining members.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO ADOPT 1707 ON FIRST READING WITH CHANGES MADE BEFORE SECOND READING.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY WILLIAM/TUMULTY

I MOVE TO ADOPT

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Janice Scott, a Cocoa Beach resident, stated she expected an explanation of the Live Local item. She expressed support for the resolution, referencing legislative actions, and urged the Commission to carefully consider property taxes, noting that ad valorem taxes are based on market value and are forcing some residents out of their homes. She also spoke about school funding and school taxes,

Vice Mayor Williams referenced recent headlines regarding the potential elimination of property taxes at the state level. He noted that a significant portion of the City's funding comes from property taxes and that the City does not support eliminating them due to this reliance. However, he explained that the resolution provides flexibility, allowing the City to opt in or adjust if alternative revenue sources are presented in the future. He stated that the city relies on Ad Valorem as we use 44% for city funds.

CITY COMMISSION MINUTES

December 4, 2025

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

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE APPOINTMENTS.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

**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.

Appointment made Mayor Keith Capizzi.

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 _____

2026 Voting Delegate is Commissioner Joshua Jackson.

2026 Voting Alternate Delegate is Mayor Keith Capizzi.

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

2026 Commission Representative: _____

2025 Commission Representative: Commissioner Skip Williams

2026 Commission Representation: Vice-Mayor 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

2026 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

CITY COMMISSION MINUTES

December 4, 2025

2026 Commission Representative: Commissioner Tim Tumulty

All appointments were approved by consensus.

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

The meeting was adjourned at 7:41 pm.

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Adopt Resolution 2026-01 : A resolution of the City Commission of the City of Cocoa Beach, Florida, adopting the Brevard County Multi-Jurisdictional Local Mitigation Strategy.

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

No Fiscal Impact

BACKGROUND:

Local mitigation plans identify the natural hazards that may affect a single or multiple local jurisdictions, such as a town, city, or county. Plans assess risks and vulnerabilities, identify actions to reduce losses from those hazards identified, and establish a coordinated process to implement the plan using a wide range of public and private investments.

FEMA requires local governments to develop and adopt such hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects. Jurisdictions must update their hazard mitigation plans and re-submit them for FEMA approval every five years to maintain eligibility.

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, ADOPTING THE BREVARD COUNTY MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach is located in an area that is vulnerable to natural and man-made disasters in Brevard County, Florida; and

WHEREAS, the City supports reasonable efforts to make the community better prepared for future disasters and better able to recover after disaster strikes; and

WHEREAS, the State of Florida has stipulated that a Local Mitigation Strategy (LMS) is the first step in the process of making a community better prepared to manage disasters; and

WHEREAS, by adopting the Brevard County Local Mitigation Strategy 2025, the framework for future mitigation efforts and post-disaster recovery may be made easier and faster; and

WHEREAS, the Brevard County 2025 Local Mitigation Strategy (LMS) is in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 (DMA2K) as implemented in 44 C.F.R., Part 201; and

WHEREAS, approval and adoption of this Plan is necessary in order to maintain eligibility for future hazard mitigation project grant funding.

NOW, THEREFORE, be it resolved by the City Commission of the City of Cocoa Beach, Florida to formally adopt the Brevard County 2025 Local Mitigation Strategy, allowing the City of Cocoa Beach to maintain eligibility for future hazard mitigation project grant funding.

This Resolution shall take effect immediately upon the adoption.

Upon Motion by Commissioner _____ and Seconded by Commissioner _____, this Resolution is duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the _____ January, 2026.

ATTEST:

Ayes: _____

Nays: _____

Absent or Abstaining: _____

Keith Capizzi, Mayor-Commissioner

Karin Grooms, MPA, CMC, City Clerk

LOCAL HAZARD MITIGATION STRATEGY (LMS) EXECUTIVE SUMMARY

Emergency Management Agency (FEMA) for review and approval. In this cycle, that review and approval process was delegated from FEMA to the Florida Division of Emergency Management (FDEM). FDEM has determined that Brevard County has developed and submitted all the necessary plan revisions, is compliant with federal standards, and is ready for formal community adoption. In addition to the County, each participating jurisdiction must pass a resolution and the LMS.

This is a multi-jurisdictional hazard mitigation plan, and the planning effort has been conducted through the coordinated, cooperative effort of all local governments within Brevard County. These local governments include the City of Cape Canaveral, the City of Cocoa, the City of Cocoa Beach, the Town of Grant-Valkaria, the Town of Indialantic, the City of Indian Harbour Beach, the Town of Malabar, the City of Melbourne, the Town of Melbourne Village, the Town of Melbourne Beach, the City of Palm Bay, the Town of Palm Shores, the City of Rockledge, the City of Satellite Beach, the City of Titusville, the City of West Melbourne and Brevard County.

An approved and adopted LMS is a requirement for state and local governments, in order to receive Hazard Mitigation Grant Program funding following a Presidential Disaster Declaration, per the Robert T. Stafford Disaster Relief Act and the Code of Federal Regulations.

Additional benefits to having a local hazard mitigation strategy are that it:

1. Increases public awareness and understanding of vulnerabilities as well as support for specific actions to increase resiliency and reduce losses from future natural disasters.
2. Builds partnerships with diverse stakeholders increasing opportunities to leverage data and resources in reducing workloads as well as achieving shared community objectives.
3. Expands understanding of potential risk reduction measures to include structural and regulatory tools, where available, such as ordinances and building codes.
4. Allows for development, prioritization, and implementation of mitigation projects. Projects are designed to accrue cost benefits and increase community resiliency, as losses are reduced after each hazard event.

Fiscal Impact: None

Mitigation Capabilities and Development Summaries

Cocoa Beach

Development Services Department

The Planning Department and Development Services Department are responsible for reviewing site plans, subdivisions, code enforcement, and business tax receipts. The City reviews development requests for consistency with the Comprehensive Plan and Land Development Codes.

Building Department

The Building Department and Building Official are responsible for reviewing building permits and floodplain compliance. The City has adopted the Florida Building Code.

Fire Department

The Fire Marshall conducts annual fire compliance inspections of non-residential establishments. Fire Department provides fire and medical emergency response services for the City.

Police Department

The City's Police Department consists of 43 sworn officers. The department is responsible for public safety and plays a primary role in hurricane evacuation and post disaster operations through implementation of a comprehensive emergency management system designed to preserve life, minimize damage, and ensure an efficient law enforcement response.

Utilities Department

The Utilities Department is responsible for operating and maintaining the integrity of the wastewater treatment plant, sanitary sewer collection system and effluent disposal system. The Department is also responsible for hurricane preparedness and post-storm operations related to the wastewater plant, collection system lines, reclaimed water distribution system and lift stations to prevent sanitary sewer overflows and potential health risks. The Department Director or his designee would be part of the City's Disaster Response Team. The utilities department will continue to be part of the state's Florida Water/Wastewater Agency Response Network (FLAWARN) during natural disasters.

Public Works

Public Works Administration accomplishes its mission by providing strategic planning, financial and budget management, resource coordination, guidance and leadership to seven divisions including: Streets, Stormwater, Grounds, Facility Maintenance, Capital Projects, Leisure Services, and Solid Waste Collection. While each division has its own unique support functions, all divisions work together as a team and share resources to accomplish the overall mission of the department. The Public Works Administration also has the responsibility for hurricane preparedness, pre-storm preparations, and post event clean-up. These responsibilities include clearing the public drainage easements, collecting trash that could become airborne, and preparing city facilities. In the event of a disaster each item under this department's purview would be repaired and/or improved, as funding allows, mitigating future events.

Development

Cocoa Beach has reached an almost built out condition. There is only 2.8 % of vacant land remaining in the City, which can accommodate limited new residential and commercial development. The maximum allowable density for residential use is 10 units per acre. Redevelopment has become a prominent activity in the City. Most of the properties within the City are well maintained. According to the 2010 census, Cocoa Beach's permanent population decreased from 12,482 in 2000 to 11,231 in 2010. The City has also updated their webpage to include an "Emergency Alert" section which allows various messaging to be posted to increase community awareness. Due to a decrease in population, an increase in community communication for awareness, and the requirement that redevelopment must meet current codes; there has been an overall decrease in vulnerability to disaster.

The City had experienced growth in its permanent population over the years with the growth rate slowing in recent decades. By the 2010 census Cocoa Beach's permanent population decreased from 12,482 in 2000 to 11,231 in 2010. Similarly, average household size in the City fell to 1.88 persons in 2010 from 1.91 persons in 2000. Offsetting this decline is a steady influx of seasonal winter visitors as well as tourists visiting the city throughout the year. This annual fluctuation of population (about 12,000 seasonal residents and about 3,850 average daily tourists) is the most critical demographic condition affecting demands on public facilities, services, and land uses, and requires that systems be designed to handle recurring seasonal demands in addition to the demands of the City's permanent population.

There are approximately 74 acres of vacant land in the City (2.8 percent of the city's total area), which can accommodate limited new residential and commercial development. Based on the declines in the population for the past several decades, with further projected population declines predicted, paired with maximum allowable densities for single-family and multi-family residential uses, and the amount of vacant land in each of these land use categories, the City has sufficient vacant land to meet the need for single-family and multi-family housing units for the City's permanent and seasonal population through the year 2025. At this time, the City appears to have sufficient commercial, recreational and institutional uses to meet the City's needs through the year 2025. Aged infrastructure in utilities such as power, water, stormwater, and sewer are still an ongoing vulnerability during natural disasters. Florida Power & Light (FPL) has continued to invest in hardening its power grid in Cocoa Beach, Florida to protect against hurricanes. The continued growth of Port Canaveral will create additional challenges to the capacity of the wastewater treatment plant, especially during natural disasters. The City receives sewer and provides treatment for Patrick Space Force Base to keep their critical infrastructure from being inaccessible during natural disasters. The City will continue to invest annually into sewer and wastewater treatment plant upgrades to reduce these vulnerabilities as well as comply with all applicable permits and power outage contingency plans in accordance with Florida Administrative Codes.

The City has initiated a Vulnerability Assessment (VA) to identify areas under the City jurisdiction that are vulnerable to the future impacts of sea level rise (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. The VA is estimated to be completed in June of 2026. The City finished updating the 2001 Stormwater Master Plan in 2021. The updated plan conducted a flooding problem assessment which identified chronic, minor and potential flooding areas. The main problem areas identified through this flooding problem assessment process include 19 chronic, 20 minor and 39 potential flooding problem areas. Based on the foregoing, the compiled flooding problem areas were consolidated into specific improvement areas to

facilitate further study and/or addressing with capital improvement project. The improvement areas are Basin A Flood Improvements; Brightwaters – Dorset Outfall System Improvements; Carmine – Barrello Outfall Improvements; Barrello – Angelo Outfall System Improvements; North Banana River Boulevard South Improvements; South Banana River Boulevard South Improvements; South Basin E Flood Improvements; Cedar Ave, Woodland Ave, Brevard Ave North, and 2nd St North Improvements; Indian Creek Drive at Oak Ave Improvements; Brevard Ave North and Burris Way Alley Improvements; 4th St South and Yawl Dr, Sloop Dr, Riverview Ln, and Corona Ave Improvements; Brevard Ave South and 4th St South Improvements; Indian Village Trail at A1A Improvements; and Basin I Flood Improvements.

Mitigation Mechanisms

Cocoa Beach		
Stormwater Management		
Objective III.1	New or redevelopment set to grades to preclude flooding from excessive rain***	All areas
Capital Improvement Plan		
CIP	New hurricane hardened fire station 50 relocation and design	Ongoing
CIP	Stormwater Slip-lining (Multi-Year)	Ongoing
CIP	Cedar/Woodland/Brevard/2 nd Stormwater Improvements	Ongoing
CIP	Stormwater Vulnerability Assessment	Ongoing
CIP	Minor BMPS, Swales, Exfiltration	Ongoing
CIP	Structural Rehabilitation	Ongoing
CIP	Basin A Flood Improvements	Ongoing
CIP	Rehabilitation of Gravity Sewer Collection Systems: The purpose of this program is to repair and rehabilitate the sewer collection system lines and alleviate inflow and infiltration to the lift stations and the wastewater treatment plant.	Ongoing
CIP	Lift Station Upgrades: Mechanical and Electrical	Ongoing
CIP	Wastewater Treatment Plant Upgrades	Ongoing
Comprehensive Plan		
FLUE Policy I.1.4	Higher density and intensity development shall be directed into those locations which have proper access to the existing transportation system, minimal environmental constraints, sufficient stormwater treatment capacity, compatible land uses, and readily available sewer and water infrastructure	All areas
FLUE Policy I.5.4	The City shall prohibit residential development where physical constraints or hazards exist or shall require the density to be adjusted accordingly. Such constraints or hazards shall include, but not be limited to, floods, storm or slope hazards, and unstable soil or geologic conditions.	All areas
FLUE Policy I.4.3	Development within areas subject to 100-year flooding due to soil conditions or hydrology shall not increase expected flood levels for adjacent properties or reduce receiving surface water body quality below established levels.	All areas

Policy I.6.2	Protect existing residential areas and ensure safe hurricane evacuation times, the City shall limit maximum allowable residential density consistent with and in furtherance of the provisions of this element.	All areas
FLUE Policy I.7.1	Development orders or permits for new development or redevelopment within the 100-year floodplain or coastal high hazard area shall be issued only after a finding that the proposed development or redevelopment complies with the building elevation requirements established on the Flood Insurance Rate Maps (FIRM's).	All Facilities
FLUE CME Policy II.1.5	Structures receiving damage from coastal storms or flooding in excess of 50% of their replacement cost at the time of the damage may be rebuilt to pre-disaster density, height and square footage, provided they comply with: (a) Federal requirements for elevation above the base flood elevation (100-year flood level) ; (b) Building code requirements for flood-proofing; (c) Current building and life-safety codes; and (d) State CCCL requirements	All areas
FLUE Policy III.1.8	In the Downtown Area the City must encourage low impact design, as identified in the Downtown Cocoa Beach Community Redevelopment Agency (DCBCRA) Community Redevelopment Plan to improve stormwater management.	All areas
IE Policy VI-A.4.4	New Development requesting connection to the City's effluent system shall submit plans to the City' Utilities Department. The City has the right to deny service to new development if the addition of the new service will negatively impact the provision of service to the existing users of the effluent system.	All areas
HE Policy II.2.3	If greater than 25% of the residential structures in a neighborhood (but not less than five) are determined to be "substandard/deteriorated" or "substandard/dilapidated" (based on the standards identified in Policy II. 2.1), that neighborhood shall be considered to be in danger of deterioration, and the City will develop a plan for the stabilization of the neighborhood within two years of such determination.	All areas
HE Policy II.6.1	Because structural damages resulting from the repetitive coastal storms and flooding continually lower the value of the flooded properties, the City shall explore acquisition and relocation projects (with assistance from the State and federal governments) in severely flooded areas.	All areas
CME Policy I.4.6	The removal of dune vegetation and stabilization of submerged and exposed beaches by artificial means other than replenishment with compatible sand shall be prohibited.	Coastline
CME Policy I.4.10	The construction of artificial shoreline hardening structures (e.g., vertical seawalls) shall be prohibited, except for the	Coastline

	emergency use of such structures constructed in compliance with the requirements contained in Chapter 161, Florida Statutes If a hardened structure is deemed to be absolutely necessary along the beach, rip-rap revetments are preferred.	
CME Policy III.8.7	Structures suffering repeated damage to pilings, foundations or load-bearing walls shall be relocated landward of their present location or modified as necessary to mitigate future storm damage.	All areas
CME Objective I.5	To limit the expenditure of public funds that subsidize development permitted in coastal high hazard areas.	Coastal Areas
CME Policy I.5.1	Publicly funded infrastructure shall not be constructed within the CHHA unless the expenditure is for: (a) Restoration or enhancement of natural resources or public access; (b) Retrofitting of stormwater management facilities for water quality enhancement (of runoff) or the construction of storm sewer outfalls; (c) Flood-proofing public facilities; (d) Development or improvement of public roads or bridges which are included in the Metropolitan Planning Organization's (MPO's) long-range plan, or will serve a crucial need by reducing or maintaining evacuation times; (e) A public facility of overriding public concern, as determined by the City Commission; (f) Reconstruction of a seawall that is essential to the protection of existing public facilities or infrastructure; or (g) Land application of treated effluent (irrigation) of public and private open spaces.	All areas
CME Policy I.5.3	All new and improved public facilities constructed within the City shall be flood-proofed to minimize damage from flooding and coastal storms	All areas
CME Objective I.6	To direct population concentrations away from known or predicted coastal high hazard areas (CHHA).	All areas
CME Policy I.6.1	Consistent with the definition contained in Section 163.3178(2)(h), Florida Statutes, the designated CHHA shall include the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. A great majority of the land within the City of Cocoa Beach is within the CHHA.	All areas
CME GOAL II	To prepare for disasters and post-disaster recovery to ensure the continued health, safety, and welfare of the citizens of Cocoa Beach.	Ongoing
CME Objective II.1	To reduce or eliminate the exposure of human life and property (public and private) to natural hazards through the preparation and implementation of hazard mitigation and post-disaster development plans and procedures.	Ongoing

CME Policy II.1.2	The City shall prepare a Post-Disaster Redevelopment Plan technical paper, describing ways to reduce or eliminate the exposure of human life and private and public property to natural disasters and in accordance with Section 163.3177(7)(I), Florida Statutes. This paper shall be consistent with the post-disaster plans of other beachside communities, Brevard County, the East Central Florida Regional Planning Council, and the State of Florida. (a) The immediate response strategy will focus on providing immediate relief to meet the emergency needs of the disaster victims. This strategy will identify efforts to: 1. Securing the disaster area and protecting public safety; 2. Assessing the immediate unmet emergency needs of those impacted by the disaster (e.g., food, water, clothing, medical supplies, etc.) and taking appropriate steps to meet those needs; 3. Identify and eliminate hazards to public health; 4. Assess damages to essential public facilities and services (e.g., electricity, telecommunications, roads, etc.) and take appropriate steps to restore essential facilities and services; and 5. Assess damage to homes and businesses and repair or replace (as appropriate) damaged structures. (b) The long-term redevelopment strategy will focus on community redevelopment and restoring the economic viability of the City. This strategy will require a substantial commitment of time and resources by both governmental and non-governmental organizations, and will identify efforts necessary to: 1. Restore public infrastructure and social services damaged by the disaster; 2. Re-establish an adequate supply of housing to replace that that was destroyed; 3. Restore jobs that were lost; and 4. Restore the economic base of the City.	Ongoing
CME Policy II.1.3	The City shall continue to participate in the Local Hazard Mitigation Strategy (LMS) on a County-wide level through the City's designated representative who will: (a) Develop the City's goals and guiding principles for hazard mitigation and long-term recovery; (b) Identify hazards and assess the risks and vulnerability of the City to natural disasters; (c) Prepare a list of the City's existing and proposed mitigation	Ongoing

	initiatives and the policies, (including provisions contained in local Peacetime Emergency Plans) ordinances, and regulations that guide these efforts; and (d) Prepare for adoption of a single, unified local mitigation strategy for the City. The City shall amend its Comprehensive Plan as needed to incorporate appropriate mitigation initiatives.	
CME Policy II.1.6	In the event of a Presidential Disaster Declaration, the City shall appoint a representative to coordinate the participation of other appropriate City officials on the Interagency Hazard Mitigation Team and in the preparation of the Interagency Hazard Mitigation Team Report and State Hazard Mitigation Plan for that disaster. This shall include, but not be limited to: (a) Evaluating the natural hazards in the disaster area; (b) Analyzing state and local hazard mitigation policies, programs, and capabilities to mitigate the hazards in the disaster area; (c) Recommending hazard mitigation strategies, measures and actions designed to reduce or avoid long-term vulnerability to hazards; and (d) Identify a method for implementing, monitoring, evaluating and updating the hazard mitigation plan on an annual basis.	Ongoing
CME Policy II.1.7	Within one year following the release of the Interagency Hazard Mitigation Team Report and State Hazard Mitigation Plan, the City shall amend the Comprehensive Plan as necessary to incorporate appropriate hazard mitigation recommendations and strategies.	Ongoing
CME Objective II.2	The City shall maintain the 18.5 hours necessary to mobilize and safely evacuate coastal residents in advance of an approaching hurricane, as calculated in the most recent East Central Florida Regional Hurricane Evacuation Study	Ongoing
CME Policy II.2.1	It shall be the policy of the City to timely evacuate all residents (permanent and seasonal) and visitors well in advance of any approaching hurricane.	Ongoing
CME Policy II.2.2	Development (including redevelopment) activities shall not result in an increase in evacuation times above the established 18.5-hour standard.	All areas
CME Policy II.2.3	The City shall designate no public shelters nor make plans to shelter any segment of the City's permanent or seasonal populations (including tourists) within the City of Cocoa Beach in the event of an approaching hurricane.	Ongoing
CME Policy II.2.4	No later than March 1 of each year, the City shall provide the Brevard County Office of Emergency Management with updated population figures to be used to verify the accuracy of projected evacuation times.	Ongoing

CME Policy II.2.5	The City shall work closely with Brevard County Emergency Management Office to maintain accurate inventories of people with special needs during hurricanes and other natural disasters.	Ongoing
CME Policy II.2.6	The City shall coordinate on an annual basis with the beachside communities of Cape Canaveral, Satellite Beach, Indialantic, Melbourne Beach, Port Canaveral, and Patrick Air Force Base, and Brevard County and the East Central Florida Regional Planning Council in updating existing regional hurricane evacuation, sheltering and hazard mitigation studies. The City shall provide the Regional Planning Council with the best available existing projections of population, growth and development for use in preparing the updates.	Ongoing
CME Policy II.2.7	In order to increase the early evacuation and thereby minimize the amount of time necessary to evacuate the City after a formal evacuation order, the city will use electronic devices and media platforms to help disseminate information which contains emergency information regarding evacuation routes, shelter locations, points along evacuation routes that are subject to flooding, and other relevant emergency information to residents and visitors annually prior to each hurricane season (June 1).	Ongoing
CME Policy II.2.8	Future roadway improvements shall be designed to minimize the impacts of flooding and damage from coastal storms.	Ongoing
CME Policy II.2.9	Evacuation routes shall be designated in a manner that distributes evacuees efficiently across the roadway network.	Ongoing
CME GOAL IV	To provide for public safety in the coastal high-hazard area and to limit public expenditure in areas subject to destruction by natural disasters, while providing for the long-term accessibility, economic viability, neighborhood stability, and environmental integrity of these unique resources.	All areas
CME Objective IV.1	The City will exercise all diligence to address damage or destruction from natural disasters.	Ongoing
CME Policy IV.1.1	Construction of public facilities within the CHHA, all facilities must be flood proofed to ensure minimum damage from storms and hurricanes.	Ongoing
CME Policy IV.1.2	Development within the City shall meet the minimum elevation requirements identified in the Florida Building Code and the Federal Flood Insurance Rate Maps (FIRMs). Development proposed within the VE zones, as indicated on the FIRM Maps will employ the specified base flood elevations (BFE) noted on said maps and, when possible, employ a	All areas

	wash-thru structure or similar grade level passage for storm surges to mitigate impacts of storm surge on existing and new development.	
CME Policy IV.1.3	New development or redevelopment shall be set to grades which will preclude flooding of any part or portion of the site due to excessive rainfall. The City shall continue to employ the Level of Service (LOS) for stormwater management within the City, as defined in the City's adopted Stormwater Master Plan.	All areas
CME Policy IV.1.4	Coastal infrastructure shall be maintained and replaced as necessary to insure adequate Levels of Service to the existing population and to any planned redevelopment efforts. Efforts will be made to limit public investment in coastal infrastructure by entering into Public/Private partnerships when feasible and into negotiated developments employing Development Agreements to facilitate the replacement of certain public infrastructure.	All areas
CME Policy IV.1.5	The flood resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60, or more stringent controls, shall continue to be applied to development and redevelopment in the coastal storm area.	All areas
CME Objective IV.2	Manage the City's residential "finger-island" communities located along the Banana River to protect these properties from the effects of hurricane winds and flooding.	Coastal areas
CME Policy IV.2.1	Development and redevelopment in the City's western residential districts shall be planned and managed to reduce risk and losses due to flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise.	
CME Policy IV.2.2	The City will maintain shoreline protection and erosion control by encouraging the proper maintenance and, when necessary, the replacement of hard structures, such as seawalls, built to the current height standards as established by the City.	Coastal areas
CME Policy IV.2.3	The City will encourage the installation of living shorelines where possible and practical along the residential canals as a means of shoreline protection.	Coastal areas
CME Policy IV.2.4	Evaluate designing a "natural runoff" or "net-zero discharge" policy for stormwater in subdivision and site design as well as site redevelopment.	All areas
CME Policy IV.2.5	Development orders or permits for new development or redevelopment within the 100-year floodplain or CHHA shall be issued only after a finding that the proposed development or redevelopment complies with the building elevation requirements established on the Flood Insurance Rate Maps (FIRMs).	All areas
CME GOAL V	New development, redevelopment, and investment in public facilities, utilities, and infrastructure shall be managed and	All areas

	regulated to reduce flood risk in the coastal storm area, as defined in Objective IV.1, resulting from high tides, storm surge, flash floods, stormwater runoff, and related impacts of sea level rise and to reduce losses due to flooding and claims made under flood insurance policies in this state.	
CME Objective V.1	Development and redevelopment in the City shall be planned and managed to reduce risk and losses due to flooding resulting from hightide events, storm-surge, flash floods, stormwater run-off, and related impacts of sea level rise.	All areas
CME Policy V.1.1	Development and redevelopment plans and proposals in the coastal storm area shall be reviewed for compliance with the goals, objectives, and policies of the Comprehensive Plan and other appropriate plans and references, including the City's National Flood Insurance Policy (NFIP) and the Community Rating System (CRS) program.	All areas
CME Policy V.1.2	The flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60, or more stringent controls, shall continue to be applied to all development and redevelopment in the City.	All areas
CME Policy V.1.3	The City shall continue to encourage and incentivize the use of Low Impact Development site design methods for new development, redevelopment, additions and retrofits, and modifications to properties in the coastal storm area.	All areas
CME Policy V.1.4	Low Impact Development standards shall provide for site design, engineering, and stormwater management designs and retrofits that reduce run-off, mitigate flood impacts, and provide for the on-site percolation, capture, and re-use of rainwater. These standards shall encourage or require the increased use of "green" stormwater management treatments, native/Florida-friendly landscape material, porous paving materials, and the preservation and restoration of natural drainage characteristics on the site.	All areas
CME Policy V.1.5	The City shall grant building permits in compliance with the Florida Building Code and National Flood Insurance Program (NFIP) regulations, a part of the Federal Emergency Management Agency (FEMA) regulations, regarding, but not limited to issues such as community floodplain activities and land management	All areas
CME Objective V.2	Hazard mitigation efforts have been implemented and will be expanded to reduce flood risk resulting from high-tide events, storm-surge, flash flood, stormwater runoff, and the related impacts of sea level rise.	All areas
CME Policy V.2.1	The City shall encourage and support hazard mitigation efforts through the continuation of the following activities: (a) Participation in the National Flood Insurance Program's Community Rating System;	All areas

	(b) Participation in the Brevard County Local Mitigation Strategy; (c) Administration of building regulations consistent with the City and FEMA regulations; (d) Administration of building regulations consistent with the City and FEMA regulations; (e) Review and implementation of appropriate policies and strategies development by partner agencies or through interagency hazard assessment and mitigation initiatives.	
CME Policy V.2.2	The City will continue to monitor and evaluate the feasibility of incorporating recommendations from other intergovernmental hazard planning initiatives into the City of Cocoa Beach Comprehensive Code and Land Development Code.	All areas
CME Policy V.2.3	The City will continue to apply building code and land development code requirements to ensure noncompliant structures are brought into conformance with FEMA flood elevation standards or will be flood proofed consistent with FEMA standards to the degree practical.	All areas
CME Policy V.2.4	Continue to educate the public on flood risks, as well as mitigation strategies and available programs to reduce flood hazards and improve the City's Community Rating System (CRS) score, which will allow for decreased flood insurance premiums.	Ongoing
CME Policy V.2.6	Prepare and disseminate communications and conduct NFIP community workshops to provide information regarding the benefits of acquiring flood insurance.	Ongoing
CME Objective V.3	Continue to update, maintain, and make available for public review flood risk maps and related information indicating the risk associated with high tide events, storm surge, flash flood, stormwater runoff, and related impact of sea level rise.	Ongoing
CME Policy V.3.1	The anticipated impacts of storm surge and sea level rise shall be a consideration in the implementation and administration of the City's Comprehensive Plan, building and life-safety codes, capital improvement plans, emergency management plans, land development codes, water resource and stormwater management plans, coastal management plans, and economic development programs.	Ongoing
CME Policy V.3.2	The City shall work with local, state, and federal entities in the continued assessment of vulnerabilities and the development of mitigation and adaptation strategies to address the impacts of sea level rise.	Ongoing
CME Objective V.4	The City shall collaborate with the East Central Florida Regional Planning Council and other appropriate governmental agencies to determine and designate any appropriate Adaptation Action Area(s) as provided by Section	Ongoing

	163.3177(6)(g)(10), Florida Statutes, to identify areas vulnerable to coastal storm surge and sea level rise impacts.	
CME Policy V.4.1	Map any identified adaptation Action Areas to evaluate areas vulnerable to the impacts of sea level rise.	All areas
CME Policy V.4.2	Identify and implement adaptation policies to increase community awareness and evaluate the impacts of requiring elevated finished floors, additional freeboard, and wet/dry flood-proofing in areas outside designated flood plains within the designated Adaptation Action Area.	Ongoing
CME Policy V.4.3	Work with local, state, and regional partners to identify funding sources to support adaptation projects located within the Adaptation Action Area(s).	Ongoing
CME Policy V.4.4	Adaptation Action Area(s) will follow a regular program of assessment and reevaluation to ensure policies and strategies address known and anticipated risks associated with sea level rise.	Ongoing
CME Objective V.5	When constructing or reconstructing utilities or infrastructure, evaluations shall be completed to assess vulnerability and resilience to sea level rise and identify cost-effective strategies to ensure resilience.	All areas
CME Policy V.5.1	The City shall continue to evaluate opportunities to protect public facilities, infrastructure, and utilities from the impacts of sea level rise.	All areas
CME Objective V.6	Evaluate and identify which public investments and infrastructure should be built or rebuilt, modified, or relocated to maximize the effective life span.	All areas
CME Policy V.6.1	The City shall adopt and implement strategies which increase community resiliency and protection of public facilities and infrastructure, including but not limited to public buildings and facilities, including police and fire stations, water reclamation facilities, transmission lines and pumping stations, stormwater systems, roads, and other transportation related infrastructure.	All areas
CME Policy V.6.2	Based on the sea level rise vulnerability assessment, the City will determine appropriate strategies related to the modification in place (e.g., elevation, hardening, relocation, etc.) or strategic retreat from areas at risk.	All areas
CME GOAL VI	The City shall accomplish post-disaster redevelopment in a manner that shall minimize public and private vulnerabilities to future disasters.	All areas
CME Objective VI.1	Post-disaster redevelopment shall be governed by all applicable codes and standards as well as complying with applicable state and county construction regulations.	All areas
CME Policy VI.1.1	Damage infrastructure shall continue to be repaired or rebuilt to minimize the potential for future damage. Unless the facility is necessary to serve the population of the coastal	All areas

	storm area, consideration shall be given to relocating public facilities outside the coastal storm area.	
CME Policy VI.1.2	Temporary building moratoriums may be declared in the coastal storm area when 50% or more of the homes/structures have been destroyed in order to assess the impacts and feasibility of redevelopment.	All areas
CME Policy VI.1.3	Repair and rebuilding of critical facilities such as sewage treatment plants, lift stations and other utilities damaged in future storms shall be reconstructed to minimize hurricane and flooding vulnerability	All areas
CME Policy VI.1.4	Coastal infrastructure shall be maintained and replaced as necessary to ensure adequate Levels of Service to the existing population and to projected population increases at planned densities consistent with the Future Land Use Element of the Comprehensive Plan.	All areas
Objective VI.2	Post-disaster redevelopment plans shall include provisions for the repair and cleanup, assessment of infrastructure and limiting redevelopment of repeatedly damaged properties within the inclusion of building strategies and elements to further flood-proof the subject properties.	Ongoing
CME Policy VI.2.1	The City shall continue to review inventories of repetitive loss properties provided by FEMA and continue working with the state officials to improve the process of reducing vulnerability and loss for any identified properties within the City.	Ongoing
CME Policy VI.2.2	As part of the process for defining and establishing policies for development and redevelopment in the Adaptation Action Area(s), the City shall assess existing regulations and standards for post-disaster redevelopment and such standards shall address the replacement, removal, relocation or structural modification of damaged and unsafe structures and infrastructures and distinguish between the recovery phase and long-term redevelopment.	Ongoing
CME Objective VI.3	The reestablishment of businesses after a disaster is critical to the redevelopment of the coastal storm area.	All areas
CME Policy VI.3.1	The City will cooperate with local businesses and organizations to aid in disaster planning and recovery for businesses located within the coastal storm area.	All areas
CME Policy VI.3.2	The City will cooperate with the Chambers of Commerce in developing an informational program about hurricane preparedness for local businesses.	Ongoing
CME Objective II.2	The City shall designate no public shelters nor make plans to shelter any segment of the City's permanent or seasonal populations (including tourists) within the City of Cocoa Beach in the event of an approaching hurricane.	

PSFE Policy I.2.6	The City shall work with Brevard County Public Schools, as needed, to ensure that the emergency school evacuation plan meets current and anticipated needs.	Ongoing
ICE Policy I.2.7	Given its coastal location, the City shall continue to work closely with Brevard County, adjacent beach communities, and the East Central Florida Regional Planning Council to implement the Region's emergency evacuation plan.	Ongoing

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1707 on second 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. 2025-1707

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 transfer the duties of~~merge~~ the Sustainability Land Advisory Committee ~~and to~~ the Planning Board and eliminate the Sustainability Land Advisory Committee~~into a single board~~ to better integrate sustainability, planning, and land management functions; and

WHEREAS, the City Commission finds that ~~creation of the~~ changes to the duties 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. CHANGES TO MERGER OF BOARDS. The Sustainability Land Advisory Committee shall be eliminated, and the Planning Board shall hereinafter continue to address all matters previously addressed by the Planning Board as well as the matters previously addressed by the Sustainability Land Advisory Committee. ~~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 Land Advisory 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 Community Development 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 ~~shall~~may continue to serve as members of the Planning Board and the members of the former Sustainability Land Advisory Committee shall no longer serve on that eliminated Committee. until the Commission appoints the members of the new merged Board.

B. All ongoing matters before either the Sustainability Land Advisory Committee and the Planning Board~~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

ORDINANCE NO. 2025-1707

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 transfer the duties of the Sustainability Land Advisory Committee to the Planning Board and eliminate the Sustainability Land Advisory Committee to better integrate sustainability, planning, and land management functions; and

WHEREAS, the City Commission finds that the changes to the duties of the “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. CHANGES TO BOARDS. The Sustainability Land Advisory Committee shall be eliminated, and the Planning Board shall hereinafter continue to address all matters previously addressed by the Planning Board as well as the matters previously addressed by the Sustainability Land Advisory Committee. 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 Land Advisory 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 Community Development 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 Planning Board shall continue to serve as members of the Planning Board and the members of the former Sustainability Land Advisory Committee shall no longer serve on that eliminated Committee.

B. All ongoing matters before either the Sustainability Land Advisory Committee and the Planning 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:**

City Manager /
Tiffany Majors

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

City Manager Discussion

Staff Representative: Becky Vose, City Attorney

Recommendation: Discuss

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

CM Discussion

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Cocoa Beach, Florida, a Florida municipal corporation (hereinafter referred to as "City"), and James Wesley Mullins (hereinafter referred to by "Wes Mullins" or as "City Manager").

WITNESSETH:

WHEREAS, the City desires to employ Wes Mullins as City Manager of the City of Cocoa Beach, Florida, as provided for in Article 3.01 of the City Charter of the City of Cocoa Beach; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Wes Mullins desires to accept employment as City Manager of the City of Cocoa Beach under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The City of Cocoa Beach hereby hires and appoints Wes Mullins as its City Manager under the terms established herein to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. The City's employment of Wes Mullins shall be effective January 16, 2026 and continue until such time as either the City or the City Manager chooses to terminate such employment relationship.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to the Agreement, the City agrees to pay the City Manager an annual base salary of \$195,000.00 payable in installments at the same time as other City employees are paid for the performance of services pursuant to this Agreement.

B. Should the general City staff receive a cost of living increase, the City Manager will receive the same increase at the same time as the other staff.

C. Either the City Manager or the City Commission may choose to have an evaluation of the City Manager by the City Commission. If the City Manager requests an increase in salary beyond the cost of living increase given to the general City staff, such an evaluation will take place

before any such increase is considered. The form of the evaluation shall be suggested by the City Manager and be subject to the approval of the City Commission which may revise the form of the evaluation.

Section 3. Duties, Responsibilities and Powers

A. The City Manager shall have the duties, responsibilities, and powers of said office under the Charter and Ordinances of the City of Cocoa Beach. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The City Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Commission, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder. The City Commission approves the City Manager teaching on a part time basis so long as such teaching in no way interferes with his primary duties as City Manager.

C. In the event the City Manager shall serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Commission.

D. In the event the City Manager is temporarily unable to perform his duties, he shall designate an Acting City Manager, who, if already an officer of the City, will serve as Acting City Manager in an ex-officio capacity to avoid any dual office-holding implications.

Section 4. Automobile Allowance and Communications Equipment

The City Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The City shall grant to the Manager an automobile allowance of \$500.00 monthly to lease or own, insure, operate and maintain a vehicle for the discharge of his responsibilities to the City. For the conduct of any city business outside Brevard County, the City Manager shall be reimbursed for related automobile expenses at the mileage rate established by Florida Statutes.

B. The City shall provide the City Manager with a city owned cell phone.

Section 5. Dues and Subscriptions

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association, and the Florida City and County

Management Association. The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line-item basis) or as authorized separately by the City Commission.

Section 6. Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses pursuant to the City's travel policy for the City Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference. The City may choose to pay for the City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Commission action. Foreign Travel requires Commission Approval.

Section 7. Existing Paid Time Off (PTO) as Accrued as Police Chief

The City Manager accrued 1246 hours of PTO while working for the City Police Department ("Existing PTO"). Upon the signing of this Agreement, the City Manager will give up his Existing PTO in exchange for payment by the City to the City Manager of an amount equal to his Existing PTO times the City Manager's most recent hourly pay rate while Police Chief of the City. These funds will be paid out of the City's 2025-2026 budget.

Section 8. Paid Time Off (PTO) as City Manager

The City Manager shall be entitled to annual Paid Time Off (PTO) equal to the PTO granted regular City employees with 20 years' service to the City. The City Manager's first year's annual PTO shall be available for use upon commencement of employment. Thereafter, beginning on the anniversary date of this Agreement, annual PTO will accrue in the same manner as other City employees. Per City policy, there is currently no limit on the amount of PTO that may be carried forward; provided, however, if that City policy changes, the City Manager will be subject to the same cap on PTO that other City employees are subject to. If requested by the City Manager, and if allowed under the then applicable federal and state laws and regulations, any PTO not used may be converted and contributed to the City Manager's 457 Plan. Upon separation of employment, City Manager shall be paid for up to 480 hours of unused PTO.

Section 9. Holidays

The City Manager is entitled to the same paid holidays (11) as the general City staff.

Section 10. Health, Dental, Vision, Life and Disability Insurance

A. The City shall pay the balance of the City Manager's family plan health insurance costs (since his police retirement pays 50% of his general health coverage), plus 100% of his dental and vision insurance and the City Manager's long term disability insurance on the same terms as general employees.

B. Life insurance for the City Manager shall be provided in an amount equal to the City Manager's annual salary when he begins employment as City Manager.

C. Supplemental life insurance in larger amounts can be requested by the City Manager accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the City Manager's expense.

Section 11. Retirement

The City agrees to contribute 10% of the City Manager's base salary in to a retirement plan with the City's deferred compensation provider (currently VOYA) and will match an additional 5% if City Manager contributes an equal percentage of base salary.

Section 12. Termination by the City and Severance Pay

A. The City Manager shall serve at the pleasure of the City Commission and the City Commission may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason.

B. Should a majority of the entire Commission (three members) vote to terminate the services of the City Manager "without cause", then within ten (10) business days following such vote, the Commission shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned prior to the date of termination, including payment for up to 480 hours of accrued PTO, but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the City computer and cell phone and the automobile allowance. Within forty-five (45) calendar days following the vote to terminate the City Manager's employment, the Commission shall cause the City Manager to be paid a lump sum severance payment equal to twenty (20) weeks of the City Manager's base salary. Such severance payment shall constitute the full and exclusive severance obligation of the City and is intended to comply with and be limited by section 215.425, Florida Statutes. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

C. Pursuant to Florida Statutes, Section 215.425 (4)(a)(2), if the City Manager is terminated for misconduct as defined in Florida Statutes, Section 443.036(29), no severance shall be paid as set forth in 12(B) above or otherwise, unless later determined appropriate under Florida Statutes, Section 215.425(4)(b), in which event, such payment shall be limited as set forth in that statute. In the event the City Manager is terminated for "just cause", the City, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.

2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.
6. The commission of any act which involves moral turpitude, or which brings the City into disrepute.
7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness

D. In the event the City Commission terminates the City Manager's employment for cause as provided in (C) above, then the City Manager will be given a written copy of the particulars and shall have the right to appear in public before the City Commission and present evidence and argument concerning said allegations. Such right to appear shall be exercised, if at all, pursuant to a written request by the City Manager delivered to the City Clerk no later than ten (10) calendar days after receipt of the particulars. After such hearing, if a majority of the entire City Commission finds that there is cause to terminate the City Manager for just cause, then the City Manager shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days after the notice of termination.

E. In the event the City Commission, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Commission in writing of the alleged violation. The City Commission shall have forty-five (45) days after such notice within which to cure the violation if same exists, otherwise, the City Manager may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal. If the City does not agree that its actions were in violation of this Agreement, the City Manager and the City shall exercise their respective rights under the Dispute Resolution provision of this Agreement prior to any severance pay being paid.

Section 13. Termination by the City Manager

The City Manager may terminate this Agreement at any time by delivering to the City Commission a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the City Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above, shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due to the City Manager up to the City Manager's final day of employment, including any accrued personal time off up to a maximum of 480 hours. The City shall have no further financial obligation to Employee pursuant to this Agreement. This subsection shall not prevent the City Manager from collecting any money earned as a result of participation in the City's deferred retirement program.

Section 14. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the City Manager's long term disability policy referenced in Section 10A above.

Section 15. Indemnification

A. Subject to the provisions of Florida Statutes, Section 768.28, the City shall defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believed to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 16. Code of Ethics

Inasmuch as the City Manager will be an active full member of the International City/ County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City. Additionally, the City Manager shall abide by the standards established under the Florida Statutes as interpreted by the Florida Commission on Ethics.

Section 17. Dispute Resolution

If there is any dispute regarding the terms of this Agreement or the applicability of any set of facts to the terms of this Agreement, the City and the City Manager agree to mediate such dispute before any litigation is filed. This Agreement shall be governed by and construed under the laws of the State of Florida. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit exclusively to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

Section 18. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 19. Transparency

A. Open Door Policy: The City Manager shall maintain an open-door policy encouraging communication between him and the members of the City Commission, City Employees, residents, property owners and other persons who have matters of interest related to the well-being of the City.

B. Governmental Relations: The City Manager shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual goodwill and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The City Manager and the City Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the City.

D. Right to Speak: The City Manager shall have the right to address the Commission orally and/or in writing in and all matters before the Commission affecting those matters under his responsibility and/or his employment with the City.

E. Non-Interference: To promote Government in the Sunshine, all direction provided to the City Manager shall be provided by the City Commission corporately and no individual member of the City Commission shall give the City Manager, employees or groups of City employees any demands or directives. No individual member of the City Commission shall cause or demand a meeting with any employee or groups of the employees under the authority of the City Manager without the consent of the City Commission and attendance of the City Manager. Nothing in this section is intended to prevent Commission members from communicating with employees in the same manner that other citizens would communicate with City employees regarding matters of the City.

F. Community Involvement: In order to promote community involvement, the City shall pay the annual cost of the City Manager's membership and participation in one Cocoa Beach civic club of his choosing.

Section 20. General Terms and Conditions

A. If any provision or any portion thereof contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of premiums and any employee cost-sharing obligations required under the City's health, dental, vision, and hospitalization insurance plans for coverage in effect through the City Manager's date of death, to the extent such premiums or cost-sharing obligations are otherwise payable by the City under this Agreement.
4. Payment of all life insurance benefits in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and years indicated below and the signatories below shall bind the parties set forth herein.

CITY MANAGER:

Wes Mullins

Date: _____

CITY OF COCOA BEACH

Keith Capizzi, Mayor

Date: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /
Joshua Jackson

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Adopt Resolution 2026-02 - A Resolution of the City Commission of the City of Cocoa Beach, Florida, Declaring and recognizing "Light-Up the Lagoon Cocoa Beach" as an official community event; providing for purpose and intent; and providing for an effective date.

Staff Representative: Joshua Jackson, Commissioner

Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Commissioner Jackson is requesting the City Commission to declares and recognize the **Light-Up the Lagoon Cocoa Beach** as an official community event of the City of Cocoa Beach each year for four (4) weeks following July 4th celebration.

The purpose of the Light-Up the Lagoon Cocoa Beach is to celebrate the City's unique natural bioluminescent resources, promote environmental education and conservation, and encourage responsible enjoyment of the Indian River Lagoon.

The City supports collaboration with community partners, environmental organizations, educational institutions, and local businesses to successfully plan and host the Bioluminescence Festival known as Light-Up the Lagoon Cocoa Beach.

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, DECLARING AND RECOGNIZING “LIGHT-UP THE LAGOON COCOA BEACH” AS AN OFFICIAL COMMUNITY EVENT; PROVIDING FOR PURPOSE AND INTENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach is uniquely situated along the Indian River Lagoon, one of the most biologically diverse estuaries in North America and home to natural bioluminescent phenomena; and

WHEREAS, bioluminescence is a rare and remarkable natural occurrence that attracts residents, visitors, scientists, and eco-tourists from around the world; and

WHEREAS, the City of Cocoa Beach seeks to celebrate and promote environmental stewardship, conservation, education, and sustainable tourism related to the Indian River Lagoon and its bioluminescent waters; and

WHEREAS, the Light-Up the Lagoon Cocoa Beach is intended to showcase local culture, environmental awareness, science, arts, and community engagement while supporting local businesses and organizations; and

WHEREAS, the City Commission recognizes the value of special events that enhance quality of life, foster community pride, and highlight the unique natural assets of Cocoa Beach.

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

Section 1. The City Commission hereby declares and recognizes the **Light-Up the Lagoon Cocoa Beach** as an official community event of the City of Cocoa Beach each year for four (4) weeks following July 4th celebration.

Section 2. The purpose of the Light-Up the Lagoon Cocoa Beach is to celebrate the City’s unique natural bioluminescent resources, promote environmental education and conservation, and encourage responsible enjoyment of the Indian River Lagoon.

Section 3. The City supports collaboration with community partners, environmental organizations, educational institutions, and local businesses to successfully plan and host the Bioluminescence Festival.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Cocoa Beach, Florida, this 15 day of January **2026**.

Attest:

Karin Grooms – City Clerk

Keith Capizzi – Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Approve the proposal provided by Automated Logic in the amount of \$79,360 to upgrade the heating and cooling control systems at the Cocoa Beach Country Club. This is a budgeted capital item.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

\$86,000 is budgeted in Building Maintenance Capital this Fiscal Year.

BACKGROUND:

The Heating and Cooling controls for the Country Club are in need for an upgrade to allow for better system reliability, energy efficiency and potential cost reductions. The existing heating and cooling control system is outdated and relies heavily on manual intervention and operation. The system provides limited monitoring capabilities and limited staff control. This has contributed to higher energy consumption, increased operating costs and at times inconsistent temperature control throughout the building. The lack of proper automated monitoring increases wear on HVAC equipment and makes it difficult to identify system issues before they lead to costly repairs or failures.

Upgrading to a modern control system will provide programmable scheduling, sensor-based adjustments and remote monitoring capabilities. This control system will be integrated with the existing building to improve overall efficiency. The installation of the upgraded control system will be scheduled to minimize disruption to our operations. Staff training will be provided to ensure the system is operated effectively.

FPL has recently discovered that the incoming Current Transformer was not providing accurate readings. Upon discovery and repair to the transformer, power consumption has increased significantly for this facility. Having the ability to cut back on some of those increased costs with this new control upgrade will be beneficial for our current budget.

The proposed vendor has evaluated our current control system and has provided a scope of work attached with this agenda item. They will provide all necessary hardware, software, project management, engineering, programming, graphics, installation, point-to-point startup and, most importantly, staff training and warranty.

Cocoa Beach Country Club – Controls Retrofit

Prepared For: City of Cocoa Beach
Attn: Bryan Thomas
Project Info: 5000 Tom Warriner Blvd.
Cocoa Beach, FL 32931

Date: 10/15/2025
Quote #: 01627244
Prepared By: Mike Manning | Sales Representative
M: 772-359-4972
michael.manning@carrier.com

Terms: This proposal is subject to the Automated Logic Terms & Conditions of Sale for the Country/Region where the goods/services subject to this proposal are delivered posted on Carrier's webpage: <https://www.corporate.carrier.com/legal/terms-of-sale>.

Project Description:

Automated Logic is pleased to provide this proposal for a new Automated Logic WebCTRL Building Automation System (BAS) for the Cocoa Beach Country Club per the scope listed below based on customer request. Automated Logic will provide all necessary hardware, software, project management, engineering, programming, graphics, installation, point-to-point, startup/checkout, training, and warranty.

Project Cost

Building Automation System	\$ 79,360.00
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Scope of Work

(01) WebCTRL BAS Software and Server:

- Furnish and install ALC WebCTRL Software and BAS Server.

(01) ALC BACnet/IP Router Panel:

- Furnish and install BACnet/IP router and enclosure.

(01) Chiller Interface:

- BACnet/MSTP Integration Termination to existing chiller controller.

(01) AHU-1/EF-4:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan VFD Enable, Status, Fault, and Setpoint Termination.
 - Exhaust Fan Enable and Status.
 - (2) Duct Temp – Probe.
 - Duct Humidity.
 - Duct Pressure Sensor.
 - (1) Smoke Detector Termination
 - CHW Valve.
 - Electric Heat Termination.
- Furnish, install and wire for control.
 - Room Sensor.

(01) AHU-2/EF-5:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.
 - Exhaust Fan Enable and Status.
 - (2) Duct Temp – Probe.
 - CHW Valve.
- Furnish, install and wire for control.
 - Room Sensor.

(01) AHU-3/EF-1:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.
 - Exhaust Fan Enable and Status.
 - (2) Duct Temp – Probe.
 - CHW Valve.
 - Electric Reheat Termination.
- Furnish, install and wire for control.
 - Room Sensor.

(01) AHU-4/EF-2:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.
 - Exhaust Fan Enable and Status.
 - (2) Duct Temp – Probe.
 - CHW Valve.
 - Electric Reheat Termination.
- Furnish, install and wire for control.
 - Room Sensor.

(01) AHU-5/EF-3:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.
 - Exhaust Fan Enable and Status.
 - (2) Duct Temp – Probe.
 - CHW Valve.
 - Electric Reheat Termination.
- Furnish, install and wire for control.
 - Room Sensor.

(02) VAV Box:

- Furnish and install DDC Controller.
- Furnish, install and wire for control.
 - Duct Temp Probe.
 - Room Sensor.

(01) SF-1:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.

(01) EF-7:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.

(01) EF-8:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.

(01) EF-9:

- Furnish and install DDC Controller in existing enclosure.
- Wire for control (Existing devices to be reused).
 - Fan Enable and Status.

Front End Software, Workstation, & Network:

- Provide web-based Automated Logic WebCTRL Graphical User Interface (GUI) software. Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences.

Scope Clarifications & Exclusions

Clarifications:

- Chiller Interface: Provide an integration to the factory provided controls. It is the unit manufacturer's responsibility to ensure the controls are operating per the sequence of operation prior to the start of the integration. The manufacturer must make available all points required for proper BAS control and monitoring via the single point integration interface.
- Any control valves, dampers, thermowells, flow meters, air flow monitors, and pressure taps listed above will be provided to the mechanical contractor for installation.
- Provide all necessary low voltage control wiring per local installation code.
- Provide (4) hours of onsite customer training.
- This proposal price is valid for (30) days
- Provide a (1) year warranty for the ALC furnished material and BAS.
- This proposal is based on labor during normal business hours.
- This proposal is based on the attached contract terms.
- Construction Prevailing Wage Notice – Automated Logic does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act and similar state statutes. Automated Logic's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Automated Logic will flow all construction prevailing wage requirements down to its subcontractors performing covered labor.

Exclusions:

- Liability for existing controls and equipment to remain.
- Manufacturer-Provided Controls for Packaged Units described above.
- Field control/power wiring for Manufacturer-provided controls unless noted above (Boilers, Chillers, VFDs, etc.).
- Furnish and installation of communication cards for third party equipment and/or devices.
- Startup and commissioning of third-party controls and/or equipment.
- Third party commissioning assistance unless mentioned above.
- Variable Frequency Drives (VFD) or Variable Speed Drives (VSD) and installation of them unless otherwise noted.
- Power Wiring (120v).
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Control Dampers.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors.
- Fiscal responsibility for consequential & liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.

BUILDING AUTOMATION SYSTEM PROPOSAL



Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Sincerely,

Mike Manning

Mike Manning
Sales Representative
Automated Logic Contracting Services
Mobile: 772.359.4972
michael.manning@carrier.com
www.automatedlogic.com

By accepting this Proposal, Customer agrees to comply with the Automated Logic Terms & Conditions of Sale posted on posted on Carrier's webpage: <https://www.corporate.carrier.com/legal/terms-of-sale>:

Automated Logic Contracting Services Inc.

CUSTOMER:

Name

Customer Name

Signature

Date

Signature

Date

Title

Title

Company Name



Engineered Cooling Services CONTROLS PROPOSAL

Cocoa Beach Country Club

DATE: January 3, 2025



PROJECT: Cocoa Beach Country Club

LOCATION: 5000 Tom Warriner Blvd, Cocoa Beach, FL

DATE: January 3, 2025



Engineered Cooling Services CONTROLS PROPOSAL

Below is our proposal to provide and install a Tridium Niagara N4 Webserver for the City of Cocoa Beach

Our proposal includes the following:

Tridium N4 Webserver Solution

➤ **Tridium N4 Graphical Webserver:**

- SZX N4 Supervisor Tridium Jace Webserver Software
- One Z2 Personal Computer
- One 27" Monitor
- Provide Required Device Licenses
- Provide an eighteen month Tridium N4 Supervisor Software Agreement for the Device Licenses
- BACnet MS/TP to IP Router
- The creation of floorplan graphics and equipment graphics including all links is included

➤ **Air Handler 1 & Exhaust Fan 4**

- ECS will furnish and install a Siemens Desigo BACnet IP Controller
- The following controls points are included;
- Return air humidity and temperature sensors
- Chilled water valve
- Supply fan VFD start/stop, status, speed signal and BACnet integration
- Electric Reheat stages 1-3
- Supply air temperature sensor
- Hi static safety
- 2/3rd downstream duct static pressure sensor

➤ **Air Handler 2 & Exhaust Fan 5**

- ECS will furnish and install a Siemens Desigo BACnet IP Controller
- The following controls points are included;
- Return air temperature sensors
- Chilled water valve
- Supply fan start/stop and status
- Supply air temperature sensor



Engineered Cooling Services CONTROLS PROPOSAL

➤ Air Handler 3 & Exhaust Fan 1

- ECS will furnish and install a Siemens Desigo BACnet IP Controller
- The following controls points are included;
- Return air temperature sensors
- Chilled water valve
- Supply fan start/stop and status
- Electric Reheat stages 1-3
- Supply air temperature sensor

➤ Air Handler 4 & Exhaust Fan 2

- ECS will furnish and install a Siemens Desigo BACnet IP Controller
- The following controls points are included;
- Return air temperature sensors
- Chilled water valve
- Supply fan start/stop and status
- Electric Reheat stages 1-3
- Supply air temperature sensor

➤ Air Handler 5 & Exhaust Fan 3

- ECS will furnish and install a Siemens Desigo BACnet IP Controller
- The following controls points are included;
- Return air temperature sensors
- Chilled water valve
- Supply fan start/stop and status
- Electric Reheat stages 1-3
- Supply air temperature sensor

➤ Exhaust Fans 7, 8, & 9

- ECS will furnish and install a BACnet IP Relay
- The following controls points are included;
- Exhaust fan start/stop
- Exhaust fan status
- Exhaust fans are software interlocked to their respective air handling unit

➤ VAV Boxes with Electric Reheat – Two (2)

- ECS will furnish and install an application specific controller
- The following controls points are included;
- CFM – velocity sensor by box manufacturer
- Damper actuator
- Discharge air temperature sensor
- Space temperature, and humidity sensor



Engineered Cooling Services CONTROLS PROPOSAL

➤ Air Cooled Chiller and Chilled Water Pump

- ECS will furnish and install a BACnet connection to the mini split
- The following control points are included:
- Chiller start/stop
- Chiller Status
- Chilled water temperature setpoint
- BACnet connection to Daikin chiller
- Chilled water pump start/stop and status

Exclusions and Clarifications:

Exclusions

Not included.

- IP and any Network drops to equipment not provided by ECS
- Wiring and Integration to any equipment not explicitly described above.
- Any wiring of 120VAC and higher.
- UPS (Uninterruptable Power Supply) is not provided for any controller(s) or PCs.
- All Fire alarm and/or smoke damper wiring.
- Smoke Control Panel and any related wiring.
- Any control dampers, smoke, fire and combination fire/smoke dampers power wiring.
- Provision or Installation of VFDs (Variable Frequency Drives), Motor starters.
- Provision or Installation of Any line voltage

Mechanical

- Demolition or Mechanical work of any type.
- Automatic or manual isolation valves
- Installation Differential Pressure Gauges, Dampers, Control Valves, Wells, Thread-O-Lets and Flow Meters
- Provision of Any control dampers, smoke & fire and combination fire/smoke dampers.
- Installation of All fire/smoke, fire, and smoke dampers are to be provided and installed by MC.
- Test and Balance (T&B) and any Independent Testing of VFDs General
- Any warranties extended by Engineered Cooling Services on items it purchases for this project shall not exceed the warranties granted to Engineered Cooling Services by its suppliers.
- Any equipment or controls not explicitly described above in scope of work



Engineered Cooling Services CONTROLS PROPOSAL

- Hazardous material abatement of any type
- Infection containment controls or monitoring of any type
- Fire Caulking, Cutting, patching, trenching, filling, painting, ceiling tiles or compacting is included.
- Night or weekend work
- Permit fees or bonding costs.

Clarifications

- This proposal does not include any controls, components or work for items not mentioned in the Engineered Cooling Services scope of work.
- All work is to be performed during normal working hours, Monday-Friday, 7:00 a.m.- 4:00p.m.
- 16 hours of on-site training is included.
- No Test and Balance assistance is included.
- No commissioning assistance is included.
- All wiring in mechanical rooms shall be in EMT. All other areas, wiring shall be plenum rated and run soft (not in EMT).
- Every manufacturer's product specifications are different, therefore pricing is based on Engineered Cooling Services providing Engineered Cooling Services standard Siemens system hardware and software.
- Engineered Cooling Services includes Engineered Cooling Services standard startup process
- Engineered Cooling Services includes creation of graphics for each major piece of equipment.
- We have included Commercial General Liability insurance.
- The proposal is based on Engineered Cooling Services standard Terms and Conditions of Sale, a copy of which is available upon request, and is limited to the equipment and services contained herein. Any variation shall be subject to associated costs.
- Engineered Cooling Services reserves the right to discuss and revise any and all proposed Agreement terms and conditions with the Contractor before they are incorporated into the Agreement, and reach a mutually satisfactory document encompassing all of the intents and purposes described within a reasonable time after the award of the work.



Engineered Cooling Services CONTROLS PROPOSAL

Proposal Price..... \$ 85,914.00

Thank you for the opportunity to propose this project. I look forward to working with you!



Michael Palumbo CEM®
Business Development Manager, Engineered Cooling Services
Cell: 407-913-4896 | mpalumbo@engcool.com
Office: 407-352-9342 | www.engineeredcooling.com
6431 Milner Blvd Suite 1, Orlando, FL 32809



Scope of Work

Trane Controls System

System Control General Overview

- This scope is based on the site walk conducted on November 12, 2025.
- This scope entails the replacement of the existing controls and end devices for the HVAC system at the Golf Clubhouse.
- Provide and install a Trane Tracer® SC+ & Synchrony™ Control System based Building Automation System (BAS) complete with custom graphics and SC+ software licenses for control and monitoring of the scope of work below. System interface to be web based with user access via any standard internet browser.
- Remove the existing 3rd party system controller and return to the Owner.
- Existing System enclosure, to be reused along with power connection.
- Provide and install the following:
 - One (1) Trane Tracer® SC+ Building Controller to be installed in the existing enclosure to serve as the building wide interface and integration module.
 - Two (2) WCI Coordinator(s) as part of an Air-Fi™ backbone for wireless communications to our Trane controllers within the building to avoid rewiring whenever the spaces are reconfigured, expanded, or due to controller replacement due to failure.

(5) CV Air Handling Units CHW Cooling Coils

- Provide and install the following:
 - One (1) BACnet® Advanced Application Controller(s) and enclosure(s) as needed to control the air handling system.
 - Supply fan, start / stop, status, to be completed by hardwire interlock.
 - Temperature sensors for supply temperature, return temperature, and mixed air temperature.
 - One (1) Differential pressure transducer / switch for the filter status.
 - One (1) Outdoor / Return air damper actuator(s) to be installed on the existing damper.
 - One (1) Retrofit actuator and adapter kit for the chilled water valve.
 - One (1) Wireless Communication Interfaces (WCIs).
 - One (1) Air-Fi™ zone temperature sensor(s) with display.
 - One (1) Air-Fi™ zone humidity sensor module(s).
 - One (1) Air-Fi™ zone CO₂ /Occ sensor(s).
 - Reuse of the existing engineered control sequence of operation to remain in its entirety.
- Existing control valve(s), damper(s), heater assembly / assemblies and flow station(s) will be retained and are presumed to be good and in working condition.

(1) DOAS Air Handling Unit CHW Cooling Coils

- Provide and install the following:
 - One (1) BACnet® Advanced Application Controller(s) and enclosure(s) as needed to control the air handling system.
 - Supply fan, start / stop, status, to be completed by hardwire interlock.
 - Temperature sensors for supply temperature, return temperature, and mixed air temperature.
 - One (1) Differential pressure transducer / switch for the filter status.
 - One (1) Outdoor / Return air damper actuator(s) to be installed on the existing damper.
 - One (1) Retrofit actuator and adapter kit for the chilled water valve.
 - One (1) Wireless Communication Interfaces (WCIs).
 - Reuse of the existing engineered control sequence of operation to remain in its entirety.



- Existing control valve(s), damper(s), heater assembly / assemblies and flow station(s) will be retained and are presumed to be good and in working condition.

(1) Chiller

- Modbus® / BACnet® MS/TP communication interface of the integral chiller microprocessor controls.

Clarifications:

- Includes up to 4 hours of on-site system training for the Owner's personnel.
- Floor plan CAD / PDF files to be provided by the Owner.
- Installation based on plenum rated cable. Conduit where required by code only. Excludes special provisions of any kind to accommodate wiring located in inaccessible locations.
- Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- The owner shall maintain a safe working environment for Trane employees and/or subcontractors.
- Reuse of existing 110/120-volt circuits for the controls enclosures. Existing control power circuits/wiring and/or sensor wiring that meet code and control requirements may be reused.
- Allowances for Liquidated or Consequential Damages of any kind are not included (per Trane Terms and Conditions).
- Permits, Bonds, Fees, Demurrage or Storage Charges are not included.

Exclusions:

- All new wiring circuits at or above 110/120 volts.
- Demolition of any kind not specifically listed above, including but not limited to, work related to the existing control system.
- Provision and or programming of computer hardware of any kind. System interface to be achieved through standard internet browser on owner provided equipment.
- HOA switches and potentiometers w/ LEDs on controllers.
- Trenching/backfilling, roof penetrations/sealant, underground conduit provisions, cutting, patching, painting, access doors, or demolition of any kind.
- Furnishing, installing, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.
- Installation of control dampers, valve bodies, flow sensors, flow meters, wells, gauges, or pressure taps.
- Furnishing, installing, or power wiring of VFDs and starters.
- All work to be performed during normal business hours (8am to 5pm, M-F) –Proposal does not include "Premium Time".
- Any issues with existing units or communications that we are not aware of will need to be quoted separately.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Controls for any systems not listed above are excluded.

Controls Services Included:

- Project Management.
- Record Control Submittal.
- Installation of field DDC Panel(s), Device(s), and low voltage Control Wiring per NFPA, NEC, and/or local Building Code requirements
- Control System Programming, System Operations Verification, Graphics, and Start-up.
- Tracer® Synchrony™ Graphics to represent the installed equipment, including control /monitoring points for operator viewing and editing (limited to integration device options).
- 1st Year Parts and Labor Warranty.

**Controls Services Not Included:**

- Any temporary controls.
- Repair or replacement of any equipment being controlled.
- Repair or replacement of any reused existing devices or equipment being controlled.
- Mechanical installation of any kind.
- LEED, or 3rd Party Commissioning, or Test and Balance assistance/support or HVAC equipment startup.

Control System Devices Provided by Trane, Installed by Others:

- Any Control Valves, Dampers, Air or Water Wells/Taps provided by Trane are to be installed by others.

Provided and/or Installed by Others:

- Line Voltage power circuit(s)/junction(s) for DDC/Control Panel(s) and/or Device(s) are provided by others.
- Provision/Installation/Commissioning of any Fire Alarm Systems, Fireman's Override Panel(s), Smoke Control System (and/or Smoke Detectors), Fire/Smoke or Smoke Damper/Actuators, Fire Dampers, Lighting Control Panels, Refrigerant Detection Systems, Security and Access Systems, Heat Trace, Water/Gas/Utility Metering, or any control scope of work which is not listed above, is not included/provided.
- Provision/Installation/Commissioning of any standalone Automatic Temperature Control (ATC) thermostat type control, hardwired interlock control, repair/replacement of existing control/pneumatic system devices/panels, Thermostat Guards/Covers, or any control scope of work which is not listed above, is not included/provided.
- Provision/Installation/Commissioning of any motor starters and/or variable frequency drives are not included.
- Site ethernet connectivity shall be provided by the owner to ensure all necessary network conditions and requirements to ensure integrity of the customer's network and security. This connection process is provided to ensure proper integration with the customer's network infrastructure. Trane will require an IP address from the customer's IT department for each Trane Facility Infrastructure network device installed on the customer's network. Trane will provide the customer with a Mac address for each network device needed. This project will reuse all existing LAN drops.
- To ensure proactive service and facility issue resolutions, Trane requests VPN access to the facility infrastructure systems specifically associated with the systems being monitored and/or controlled by Trane's automation/monitoring system to provide support from our local and/or national Trane Intelligent Services staff.

BUDGET PRICE - \$174,000.00

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nathan Bloom".

Nathan Bloom
Account Manager Controls III
Trane U.S. Inc.
Office Phone: (407) 509-7141

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Accept the Engineer's Recommendation of Award for bid #CB26-003, Dune Crossovers South 7th Street and Flagler Lane, submitted by Doug Wilson Enterprises, Inc. in the amount of \$133,280.00 for South 7th Street and Johnsen Amphibious Marine Contractors DBA Waterfront Solutions in the amount of \$148,970.00 for Flagler Lane. Allow staff to enter into contract with Doug Wilson Enterprises, Inc and Johnsen Amphibious Marine Contractors DBA Waterfront Solutions. This is a budgeted Capital Project.

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

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

South 7th Street and Flagler Lane dune crossovers are in need of replacement. Both dune crossovers were designed to be ADA crossovers.

This project was placed out to bid. Eight (8) bids were received for the project as followed:

Contractor	South 7th Street	Flagler Lane
Rush Construction, Inc.	\$249,036.00	\$235,360.00
Dellefave Contracting, LLC	\$175,500.00	\$171,000.00
Doug Wilson Enterprises, Inc.	\$133,280.00	\$162,900.00
Shoreline Marine Contractors	\$153,394.00	\$156,093.00
Johnsen Amphibious Marine Contractors DBA Waterfront Solutions	\$158,360.00	\$148,970.00
The Dock Experts	\$155,960.00	\$160,880.00
On-Point Contracting Company LLC	\$248,218.17	\$206,913.45
Underwater Engineering Services, Inc	\$310,525.00	\$308,584.00

8-Koi / Cape Design Engineering have evaluated the eight (8) bids and have made the

recommendation to award South 7th Street to Doug Wilson Enterprises, Inc and Flagler Lane to Johnsen Amphibious Marine Contractors DBA Waterfront Solutions.



Re: CB26-003 Bid Opening

From Matt Charmbury <mcharmbury@cdeco.com>

Date Wed 1/7/2026 9:21 PM

To Brad Kalsow <bkalsow@cityofcocoabeach.com>; CDE Frontdesk <frontdesk@cdeco.com>; Jared Jacobs <jjacobs@cdeco.com>

Cc Taylor Mottolo <Taylor.Mottolo@cityofcocoabeach.com>; Morgan Zuhlke <Morgan.Zuhlke@cityofcocoabeach.com>

 1 attachment (49 KB)

Tabulation RFP #CB26-003.xlsx;

Brad,

See attached bid tabulations with my recommendations.

- Johnsen Amphibious Marine Contractors DBA Waterfront Solutions
 - Award Flagler Lane, \$148,970.00
 - Pricing includes the U-Shaped Bench
- Doug Wilson Enterprises, Inc.
 - Award S. 7th Street, \$133,280.00

VR/

Matthew Charmbury

Director of Engineering

Office: (321) 799-2970

Cell: (321) 208-5210

Fax: (321) 799-0375

2725 Center Place

Melbourne, FL 32940

mcharmbury@cdeco.com

From design to delivery, we're committed to your success.

Certified WBE

[Website](#) | [LinkedIn](#) | [X](#)

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City of Cocoa Beach
PROCUREMENT DEPARTMENT
REQUEST TO BID
TABULATION
RFP #CB26-003

SOUTH 7TH STREET AND FLAGLER LANE ADA DUNE CROSSOVERS

		Rush Construction, Inc.	Dellefave Contracting, LLC	Doug Wilson Enterprises, Inc.	Shoreline Marine Contractors	Johnsen Amphibious Marine Contractors DBA Waterfront Solutions	The Dock Experts	On-Point Contracting Company LLC	Underwater Engineering Services, Inc
ITEM	Description	Total\$	Total\$	Total\$	Total\$	Total\$	Total\$	Total\$	Total\$
SOUTH 7TH STREET SCHEDULE OF UNIT PRICES									
A	General								
1	Mobilization & Demobilization	\$ 29,495.00	\$ 24,000.00	\$ 8,000.00	\$ 7,865.00	\$ 3,500.00	\$ 5,000.00	\$ 30,550.49	\$ 25,645.00
B	ADA DUNE CROSSOVER								
2	Demo of existing ADA Ramps	\$ 35,687.00	\$ 8,000.00	\$ 5,000.00	\$ 9,250.00	\$ 4,600.00	\$ 14,000.00	\$ 5,338.82	\$ 38,305.00
3	Erosion and Sediment Control	\$ -	\$ 1,500.00	\$ 2,000.00	\$ 4,450.00	\$ 1,600.00	\$ 4,000.00	\$ 631.80	\$ 5,034.00
4	Pre-Construction & Post Construction Surveys	\$ 8,473.00	\$ 10,000.00	\$ 10,000.00	\$ 2,250.00	\$ 3,500.00	\$ 1,200.00	\$ 14,625.00	\$ 20,272.00
5	Layout/Set Piles	\$ 41,443.00	\$ 33,000.00	\$ 25,000.00	\$ 34,765.00	\$ 37,420.00	\$ 37,800.00	\$ 43,596.03	\$ 58,652.00
6	Framing and Decking/wood railing	\$ 93,833.00	\$ 72,000.00	\$ 50,000.00	\$ 56,709.00	\$ 85,270.00	\$ 68,560.00	\$ 66,778.03	\$ 99,178.00
7	Grading	\$ -	\$ 2,000.00	\$ 14,780.00	\$ 4,850.00	\$ 2,200.00	\$ 1,400.00	\$ 6,263.05	\$ 2,160.00
8	SS hand Railing	\$ 35,586.00	\$ 18,000.00	\$ 15,000.00	\$ 29,265.00	\$ 17,000.00	\$ 22,500.00	\$ 76,424.40	\$ 53,625.00
9	Dune Vegetation	\$ 4,519.00	\$ 7,000.00	\$ 3,500.00	\$ 3,990.00	\$ 3,270.00	\$ 1,500.00	\$ 4,010.55	\$ 7,654.00
	S.7TH STREET TOTAL COST	\$ 249,036.00	\$ 175,500.00	\$ 133,280.00	\$ 153,394.00	\$ 158,360.00	\$ 155,960.00	\$ 248,218.17	\$ 310,525.00
FLAGLER LANE SCHEDULE OF UNIT PRICES									
A	General								
1	Mobilization & Demobilization	\$ 29,495.00	\$ 24,000.00	\$ 10,000.00	\$ 7,865.00	\$ 3,500.00	\$ 5,200.00	\$ 26,416.34	\$ 25,566.00
B	ADA DUNE CROSSOVER								
2	Demo of existing ADA Ramps	\$ 36,969.00	\$ 7,500.00	\$ 15,000.00	\$ 9,250.00	\$ 5,700.00	\$ 14,000.00	\$ 7,118.43	\$ 33,278.00
3	Erosion and Sediment Control	\$ -	\$ 1,500.00	\$ 2,000.00	\$ 4,450.00	\$ 1,600.00	\$ 4,000.00	\$ 631.80	\$ 5,068.00
4	Pre-Construction & Post Construction Surveys	\$ 8,473.00	\$ 9,000.00	\$ 12,000.00	\$ 2,250.00	\$ 3,500.00	\$ 1,200.00	\$ 11,700.00	\$ 20,273.00
5	Layout/Set Piles	\$ 35,244.00	\$ 32,000.00	\$ 30,000.00	\$ 35,478.00	\$ 38,060.00	\$ 41,040.00	\$ 39,177.10	\$ 65,360.00
6	Framing and Decking/wood railing	\$ 87,511.00	\$ 70,000.00	\$ 60,000.00	\$ 58,844.00	\$ 75,520.00	\$ 69,920.00	\$ 52,628.89	\$ 100,274.00
7	Grading	\$ -	\$ 2,000.00	\$ 15,000.00	\$ 4,850.00	\$ 2,200.00	\$ 1,520.00	\$ 6,157.75	\$ 2,160.00
8	SS hand Railing	\$ 33,149.00	\$ 18,000.00	\$ 15,400.00	\$ 31,250.00	\$ 16,930.00	\$ 22,500.00	\$ 60,009.30	\$ 53,625.00
9	Dune Vegetation	\$ 4,519.00	\$ 7,000.00	\$ 3,500.00	\$ 1,856.00	\$ 1,960.00	\$ 1,500.00	\$ 3,073.84	\$ 2,980.00
	FLAGLER LANE TOTAL COST	\$ 235,360.00	\$ 171,000.00	\$ 162,900.00	\$ 156,093.00	\$ 148,970.00	\$ 160,880.00	\$ 206,913.45	\$ 308,584.00
	S.7TH STREET & FLAGLER LANE TOTAL COST	\$ 484,396.00	\$ 346,500.00	\$ 296,180.00	\$ 309,487.00	\$ 307,330.00	\$ 316,840.00	\$ 455,131.62	\$ 619,109.00

 8-KOI COMPANY Full-spectrum contracting solutions with a human touch City of Cocoa Beach PROCUREMENT DEPARTMENT REQUEST TO BID TABULATION RFP #CB26-003 SOUTH 7TH STREET AND FLAGLER LANE ADA DUNE CROSSOVERS									
		Rush Construction, Inc.	Dellefave Contracting, LLC	Doug Wilson Enterprises, Inc.	Shoreline Marine Contractors	Johnsen Amphibious Marine Contractors DBA Waterfront Solutions	The Dock Experts	On-Point Contracting Company LLC	Underwater Engineering Services, Inc
	Addendum #1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Certificate as to Corporate Principle.	Yes	Yes	Yes	Yes	Yes	NO	NO	Yes
Notes:		Responsive and Responsible, missing some bid items \$\$, did not notate 8' or 10' embedment of piles. Total Base bid on Exhibit E value is incorrect.	Responsive and Responsible, did not notate 8' or 10' embedment of piles	Responsive and Responsible, did not notate 8' or 10' embedment of piles	Responsive and Responsible, has stated that all piles will be 10ft min embedment. Did not fill out the subcontractors form or list NA	Responsive and Responsible, Pricing includes the U-Shaped Bench on Flagler	Non Responsive, Exhibit G Project form not signed	Non Responsive, did not fill out subcontractor form or list NA	Responsive and Responsible
RECOMMENDATIONS		NO	NO	YES, AWARD S. 7TH STREET	NO	YES, AWARD FLAGLER LANE	NO	NO	NO

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

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

MEETING DATE

January 15, 2026

REQUESTED MOTION/ACTION

Accept the Engineer's Recommendation of Award for the bid submitted by J.F. Brennan Company, Inc in the amount of \$33,499,900 for bid #CB25-010, Cocoa Beach Golf Muck Capping Project. Allow staff to enter into contract with J.F. Brennan Company, Inc.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Brevard County will be managing all funds for this project.

BACKGROUND:

The City is authorized to perform a restoration project of a large relic borrow pit within the Banana River through FDEP. The purpose of the project is to eliminate the exposed muck sediments which will result in an overall reduction of Total Nitrogen and Total Phosphorus in the Banana River. The project will entail restoration in the form of placing approximately 265,000 cubic yards (619,8588 square feet) of clean sand over existing muck sediments found within a 140.7-acre area of the Banana River. The clean sand cap placement will vary from 9 inches to 15 inches thick. The authorization also includes the creation of two habitat caps totaling 1.6 acres for oyster and mangrove habitat, upon which 75 black mangrove (*Avicennia germinans*) seedlings and 350 red mangrove (*Rhizophora mangle*) seedlings will be planted, totaling 2,700 square-feet (4,500 cubic yards) on the west side of the project area. Those activities include installing a total of 8 low-profile oyster habitat modules, all of which have a 75-foot length and a 10-foot width. Authorized activities are depicted on the attached exhibits.

The City's Permit authorizes 140.7 acres of surface water impacts. Mangroves, wetland vegetation, or submerged grassbeds are not located within the project boundaries; therefore, this permit does not authorize impacts to these resources.

The Site is located within the Indian River Lagoon (IRL) system and is part of the Save Our Indian River Lagoon Program which includes Mosquito Lagoon, Banana River Lagoon, and Indian River (collectively referred to as the Lagoon). Stormwater runoff from urban and agricultural areas, wastewater treatment facility discharges, septic systems, and excess fertilizer applications have led to harmful levels of nutrients and sediments entering the Lagoon. These pollutants have led to muck accumulation within

depositional areas of the Lagoon bottom, which flux nutrients, deplete oxygen, and create a bottom that is not hospitable to seagrass, shellfish, or other marine life

The State of Florida and the County have made ongoing efforts to address sources of pollution since the 1970s which have been focused on strengthening source control and discharge regulations. In addition, dredging projects have been ongoing since 1998 to remove muck from the Lagoon and major tributaries, including Crane Creek, Turkey Creek, and St. Sebastian River.

Despite increasing regulations and dredging of select areas within the IRL system, human impacts on the IRL have been occurring for decades resulting in numerous events impacting water quality and marine life. In 2011, an intense algal bloom (referred to as the super bloom) occurred in the Mosquito Lagoon, Banana River Lagoon, and North IRL, as well as a secondary, less intense bloom in Central IRL. The extent and longevity of the super bloom had a detrimental impact on seagrass. There have also been recurring brown tides; unusual mortalities of dolphins, manatees, and shorebirds; and large fish kills due to low dissolved oxygen from decomposing algae.

As a result, the Save Our Indian River Lagoon Project Plan was developed to outline the numerous target sites listed for further action and their respective contributions to the impacts on the IRL. Additionally, Brevard County taxpayers approved a ½-cent sales tax in 2016 to fund projects intended to reverse IRL water quality declines. The Cocoa Beach Golf Project is the largest project identified in the program with an initial estimated muck area of 140 acres and approximately 1 million cubic yards of muck representing a significant ongoing source of nitrogen and phosphorus flux to the Banana River Lagoon.

M e m o r a n d u m

Date: January 5, 2026

To: Brad Kalsow

Copies to: Devan Taly

From: Benjamin Greene, P.E. (NY, PA); Jason Raimondi, P.E. (NY)

Subject: Cocoa Beach Golf Muck Capping Project – Contractor Bid Review (Envelope 2)

Contract Number: CB 25-010

1.0 Introduction

This memorandum was prepared by Geosyntec Consultants, Inc. (Geosyntec) on behalf of the City of Cocoa Beach (City) for the Cocoa Beach Golf Muck Capping Project (Project). The purpose of this memorandum is to summarize the results of the Contractor Bid Review for Envelope 2 – Bid Price, which represents the second stage of the City’s two-envelope bidding process as outlined in Section 00 21 13 – Instructions to Bidders.

Initial public bid opening for the Project was conducted on November 7, 2025, at 2:00 p.m. in accordance with the Invitation to Bid (ITB), subsequent bid addenda, and City procurement requirements. During the initial public opening, Envelope 1 – Qualifications from each bidder was unsealed and only bidder names were announced, consistent with Article 1.09 of the Instructions to Bidders. Geosyntec subsequently evaluated Envelope 1 – Qualifications from each bidder to determine eligibility on a pass/fail basis. Both J.F. Brennan Company, Inc. and Svenson Environmental Services, Inc. were determined to meet the qualification requirements and were deemed qualified to proceed. No other bids were received that were deemed unqualified.

Following this qualification phase, Envelope 2 – Bid Price for each of the two qualified bidders was publicly opened on December 5, 2025, at 2:00 p.m. The purpose of this opening was to record the submitted bid prices and to identify the lowest bidder. Geosyntec subsequently evaluated the contents of Envelope 2 – Bid Price to confirm the bids were responsive and complete. The results of this evaluation and Geosyntec’s recommendation for award are summarized herein.

2.0 Evaluation Process

The Envelope 2 – Bid Price review was conducted in accordance with Section 1.10 of the Instructions to Bidders, which requires that following City Commission concurrence on bidder qualifications, the sealed bid prices for those qualified contractors be publicly opened. During this phase, bid prices were read aloud in a public meeting, and no comments or discussion regarding bid content were accepted at that time.

After the public opening, Geosyntec performed a detailed review of both submissions to confirm accuracy, verify completeness, and ensure compliance with the requirements set forth in the bidding documents. This review included cross-checking all unit prices, extended totals, and required forms for mathematical accuracy and responsiveness.

3.0 Summary of Results

Two bidders were deemed qualified during initial review of their qualifications and their bids were publicly opened as part of the Envelope 2 – Bid Price process. The results are summarized below:

Bidder	Total Bid Price	Determination
J.F. Brennan Company, Inc.	\$33,499,900.00	Lowest Responsive and Responsible Bidder
Sevenson Environmental Services, Inc.	\$37,278,600.00*	Responsive and Responsible

* Sevenson Environmental Services, Inc. provided an alternate Bid Price of \$34,506,800.00 (which included alternate material that does not meet the specified D50 requirement of 0.3mm).

Based on the bid review and confirmation of compliance with all submission requirements, J.F. Brennan Company, Inc. was determined to be the lowest responsive and responsible bidder.

4.0 Recommendation

Geosyntec recommends that the City of Cocoa Beach proceed with award of the Cocoa Beach Golf Muck Capping Project (Contract No. CB 25-010) to J.F. Brennan Company, Inc., as the lowest responsive and responsible bidder in accordance with the terms and conditions of the Invitation to Bid and the Instructions to Bidders.

Supporting bid tabulations are attached to this memorandum for the City's review and inclusion in the public record as Attachment A.

Attachment A

Bid Tabulations

Attachment A
Bid Tabulations

Base Bid				J.F. Brennan Company, Inc		Sevenson Environmental Services, Inc	
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price
1	Performance and Payment Bond	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 300,000.00	\$ 300,000.00
2	Work Plans and Submittals	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 100,000.00	\$ 100,000.00
3	Mobilization	1	LS	\$ 1,722,100.00	\$ 1,722,100.00	\$ 3,200,000.00	\$ 3,200,000.00
4	Seasonal Mobilization/Demobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 100.00	\$ 100.00
5	Temporary Construction	1	LS	\$ 650,000.00	\$ 650,000.00	\$ 231,900.00	\$ 231,900.00
6	General Conditions	1	LS	\$ 1,500,000.00	\$ 1,500,000.00	\$ 3,600,000.00	\$ 3,600,000.00
7	Surveys	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 1,604,000.00	\$ 1,604,000.00
8	Muck Capping	225,000	CY	\$ 123.00	\$ 27,675,000.00	\$ 120.00	\$ 27,000,000.00
9	Habitat Capping	5,200	CY	\$ 164.00	\$ 852,800.00	\$ 112.00	\$ 582,400.00
10	Site Restoration	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 60,200.00	\$ 60,200.00
11	Demobilization	1	LS	\$ 650,000.00	\$ 650,000.00	\$ 600,000.00	\$ 600,000.00
Total Bid Amount in Figures:				\$ 33,499,900.00		\$ 37,278,600.00	

Alternate Bid Items				J.F. Brennan Company, Inc		Sevenson Environmental Services, Inc	
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Total Price	Bid Unit Price	Bid Total Price
12	General Conditions - Day Rate	--	DAY	\$ 40,000.00		\$ 35,000.00	
13	General Conditions - Weekly Rate	--	WEEK	\$ 103,000.00		\$ 175,000.00	