



Meeting Agenda
Thursday, February 5, 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 Pastor Keith Capizzi, Club Zion
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. CONSENT AGENDA

1. Approve the January 15, 2026 City Commission Minutes
Staff Representative: City Clerk Department
Recommendation: Approve

2. Approve the March 3, 2026, Town Hall Meeting at 6:00 pm.
Staff Representative: City Clerks Office
Recommendation: Approve
3. Approve the Agreement of Mutual Aid in Fire and Emergency Services Between the Cocoa Beach Fire Department, Florida, and Space Launch Delta 45, Patrick Space Force Base, Florida
Staff Representative: Justin Grimes, Fire Chief
Recommendation: Approve
4. Request to approve extension to the banking contract, between Truist Bank and the City of Cocoa Beach for a period of five years, expiring July 2031.
Staff Representative: Hana Juman, Finance Director
Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. NEW BUSINESS

1. Approve the proposal provided by CPH Consulting, LLC in the amount of \$199,320.00 for engineering, design and permitting of Ocean Beach Blvd Park. This is a budgeted capital item.
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director
Recommendation: Approve
2. Approve the proposal Task Order #7 provided by Kimley-Horn in the amount of \$87,584.00 for surveying, engineering and conceptual design of Minutemen Shoreline Erosion Project Phase II. This is a budgeted capital item.
Staff Representative: Brad Kalsow, Water Reclamation/Public Works Director
Recommendation: Approve
3. Discuss changing the City seal by removing the "Jewel of the Space Coast" and replacing it with "East Coast Surfing Capital."
Staff Representative: Keith Capizzi, Mayor
Recommended: Discuss and provide direction to the City Attorney regarding the drafting of an ordinance related to the proposed change.
4. Discuss and provide direction for staff regarding the 2026 Cocoa Beach Airshow, including a request for in-kind sponsorship, and preliminary direction for the 2027 Cocoa Beach Airshow. This is an unbudgeted item.
Staff Representative: Wes Mullins, City Manager
Recommendation: Provide direction
5. Adopt Ordinance 1711 on first reading - an ordinance of the City of Cocoa Beach, Florida, Regulating temporary signs; amending Section 5-04. Prohibited Signs - to revise sign types allowed to be displayed in public rights-of-way; providing findings; providing for conflicts; codification; and an effective date.
Staff Representative: David Dickey, Development Services
Recommendation: Adopt on First Reading

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

CITY OF COCOA BEACH
CITY COMMISSION
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A. MEETING CALLED TO ORDER

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

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

Commission Members Present:

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

Administrative Members Present:

City Attorney Becky Vose
City Manager Wes Mullins
City Clerk Karin Grooms
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Executive Assistant City Manager Carrie Lombardo
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Chief Justin Grimes
Fire Deputy Chief, Steve Lea
Human Resources Cindy DePina
Information Technology Director Kevin Perez
Information Technology Deputy Director, Ron Munns
Leisure Services Andi Segarra
Police Chief Kris Kuehn
Police, Major Joseph Versaggi
Police, Major Manny Hernandez
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow
Nicholas Ingersoll, Lt.
Demetrius Brown, Cpl.
Deacon Rick Broderick
Kienen Morris, Det.
Ethan Hausler, Ofc.
Jasper Dinse, Ofc.
Lorianna Tuck, Police Records Clerk

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Steven Macko, Police Logistics Manager
Taylor Payne, Det. Sgt.
Jessica Clanton, Detective
Joseph Quinones, Ofc.
Noah Barnes, Ofc.
Ian Olsen, Cpl.
Joshua Woolbright, Sgt.
Delany Irvin, Ofc.
Raul Adames, Ofc.
Cole Helms, Police Records Clerk
Manny Hernandez, Major
Joe Versaggi, Major
Joe Mailman, Lt.
James Scheiner, Cpl.
Ali Zariv, Cpl.
Rachel Tate, Exec. Asst. To Chief of Police
Zoe Balzano, Comms. Ofc.
Thomas Cooper, Sgt.
Divine Buttram, Admin Services & Accred Manager
William Stanley, Lt.
Amber Ziegler, Records & Evidence Manager
Christin/Danielle/Brooke
Grants Coordinator, Tiffany Majors
Human Resources, Bruce Colkitt
Sal Liberto Fire Marshall
Basham, Gary, City Engineer
Mumma, Sam Code Enforcement Officer

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/HUTCHERSON

I MOVE TO APPROVE THE AGENDA AS READ

VOICE VOTE ON THE MOTION PASSED UNANIMOUSLY

Ms. Olivia Capizzi spoke on signs and working a sale property. Signs and without signs. spoke on the location and the sidewalk and visibility.

Mayor Keith Capizzi addressed the situation and noted a request for the city attorney to request a temporary sign stop.

Ms. Becky Vose, City Attorney, read the item. She explained the resolution, and what it would do to assist the city with how to address the situation with a temporary emergency ordinance. Stating that it will give the city time to discuss what is needed

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and allow the process to go forward.

Mayor Capizzi stated his reasoning for this, because it is taxing for our code enforcement, staff, and himself as he has had a lot of communication on this matter

C. PUBLIC COMMENTS

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Vice Mayor Williams noted the signs, and how they are impeding sidewalks. He mentioned the number of signs in Merrit Island on North Banana River Drive and stated there needs to be a limit on the number of signs. Made a motion to change the resolution to a temporary Resolution. Ms. Vose noted that the temporary resolution lasts 30 days and stated that what is currently written, if a sign is out there more than 8 hours, it will get taken. Suggested the number be smaller and to have a discussion. Vice Mayor Williams stated the signs should be picked up at the closing of an open house, Ms. Vose noted garage sales and signs may last all day.

Commissioner Jackson mentioned his discussion with Wes Mullins, City Manager, and mentioned the upcoming election season, and that we will see signs and names across the city. He noted that during the last election that the sign code was not enforced and asked to address that we look to amend the code. Ms. Vose noted that there will sometimes be a hiatus that temporary sign ordinances are not enforced and that we can't discriminate when it comes to signs.

Vice Mayor Williams noted putting signs on private property and not on the right-of-way of public property.

Mr. Jeremy Hutcherson, commissioner, shared his support for the 30-day moratorium and inquired about hashing out the details before the next meeting.

Mr. Tim Tumulty, Commissioner, stated his position on the signs and that he agrees with the 8 hours for open house signs and Inquired about the difference between pressure washing and open house signs, and that it needed to be discussed. Stated there needs to be a plan to go forward with a long-term ordinance. Noted that he disagrees with having a moratorium for any campaign on any sign to be placed on anything other than private property and stated that signs should not be on public property anywhere. Mayor Capizzi stated his agreement. Commissioner Jackson reiterated that sign code was not enforced with the previous election and the rules needed to apply equitably across.

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE RESOLUTION 2026-03

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Debbie Roth stated she was glad this was being reviewed, and she had never had open house signs taken up. Stated she spoke with the code officer regarding the number of signs. Stated you don't need 10 signs on A1A. suggested giving a warning

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before signs are destroyed and suggested a day and time limit. Stated there was no issue until recently. Mr. Mullins discussed with Ms. Vose about the destroying of signs and that it will be addressed.

Ms. Melissa Byron shared her great appreciation for the CBNN and spoke on the new direction it has taken.

Ms. Janice Scott spoke on taxes and policies.

Mayor Capizzi stated that they will try to do a rollback this year.

Commissioner Jackson reiterated that the commission is non-partisan and doesn't claim to hold a particular party office.

Mr. Keith Capizzi spoke on e-bikes and scooters on Minutemen Causeway and spoke on how the bikers are riding too fast and some kids aren't wearing helmets. Spoke on the walkers, and the fact of someone is going to get killed unless something is done.

Mayor Capizzi mentioned changes that were made regarding E-bikes and asked the City Manager to up the enforcement in the morning to hold them accountable.

Mr. Mullins noted social media posts, with increased notices and communication with students and parents. Noted the tickets with zero tolerance and will continue to do so. He noted the locations of the areas that they are using radar guns on speeding E-bikes.

Vice Mayor Williams, spoke about Isreal and how every e-bike and scooter has a license plate. Stated it was a long shot but was just an idea.

D. STAFF REPORTS AND ANNOUNCEMENTS

City Manager Mullins noted that a Vulnerability Assessment public outreach meeting will be held on February 10, 2026, at 6:00 p.m. in the City Commission Chambers.

He provided an update on the golf course irrigation system and noted that the pool is closed for pool liner replacement, which is expected to take approximately five to six weeks.

Staff anticipates the parking garage elevator will be operational in January. Mr. Brad Kaslow, Public Works and Water Reclamation Director, has been overseeing the project.

The Bicentennial Park boat access is expected to reopen in January; however, restrooms and showers will not be operational.

City Manager Mullins noted that sewer pipe replacement has begun, with the next repair scheduled across A1A at Veterans Way Alley, which will include lane closures.

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

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Ms. Vose read and spoke on this item during the public comments. Item C.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Jackson, congratulated Brevard Public school with the highest graduation rate in history with 92.7%, and Cocoa Beach Junior Senior high with a 98% rate. Commissioner Hutcherson mentioned the 250th birthday for America and to get agenda items nailed down to celebrate. Shared his agreement with Ms. Janice Scott in regards with a roll back and that it could be achieved. He thanked Mr. AJ Hutson for his service and for the transition and stability.

Commissioner Tumulty stated that he thought registering E-bikes was a fantastic idea and inquired from the attorney if it was legal to do. Ms. Vose noted she would need to research that. He also thanked Mr. Mullins work pushing E-bikes forward.

Vice Mayor Williams stated that if there is a 15-mph limit on Minutemen and noted it should be enforceable on the beach. Mentioned the speeds and potential danger. Vice-Mayor Williams also inquired about the Christmas banners.

Commissioner Tumulty noted the advertisements on the signs and noted his stance on E-bikes when the ordinance was adopted.

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

MOTION BY WILLIAMS HUTCHERSON

I MOVE TO APPROVE THE FAÇADE GRANT FOR

SLOW & LOW IN THE AMOUNT OF \$25,000

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Melissa Byron inquired about the use of the \$25,000. It was stated that it was for the parking lot. Mayor Capizzi agreed that it will make a huge difference.

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

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MOTION BY WILLIAMS /JACKSON
I MOVE TO APPROVE THE LEASE AGREEMENT
BETWEEN CRA AND COCOA BEACH MAINSTREET
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commission will reconvene for the remaining items.

H. CONSENT AGENDA

MOTION BY HUTCHERSON/JACKSON
I MOVE TO APPROVE CONSENT AGENDA AS READ
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/WILLIAMS,
I MOVE TO ADOPT ORDINANCE 1707
ROLL CALL VOTE ON THE MOTION CARRIED UNANIMOUSLY.

K. NEW BUSINESS

1. City Manager Discussion
Staff Representative: Becky Vose, City Attorney
Recommendation: Discuss

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MOTION BY CAPIZZI/WILLIAMS

I MOVE TO APPROVE VICE MAYOR WILLIAM'S REVISION OF \$189,900

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson inquired from the commission on the basis of the pay of \$189,900.

Mayor Capizzi mentioned his research of other cities and whom he spoke with. The commission spoke on the pay range. He also noted speaking with staff and how they have no complaints regarding Mr. Mullins and how he would be an asset to the city.

Commissioner Hutcherson agreed with the qualifications but inquired about the divergence from the recommendation salary range of the firm that was hired previously during the city manager search.

Vice Mayor Williams mentioned the City Manager search and that the firm didn't give the commission anyone they could agree on.

Commissioner Jackson noted that Mr. Mullins was a stellar performer as Police Chief. Stated that Mr. Hutson. brought stability to the City during his tenure. Noted the complexity of the Police budget and how Mr. Mullins handled it.

Commission Jackson also discussed the importance of succession planning. He spoke on the city manager's search and spoke on the value of internal growth, emphasizing proven staff and culture.

It was noted that Mr. Mullins, in coordination with the Human Resources Department, has played a key role in establishing and leading succession planning, staff development, and talent management efforts. Stated that this approach reflects effective implementation of succession planning principles. He added further expressed confidence in City Manager Hutson , describing him as one of the best City Managers the City has had, and indicated support for the recommendation put forward by Mr. Hutson.

Mayor Capizzi noted Mr. Mullins' youth and tenure. Mayor Capizzi spoke of recent turnover with staff and noted the commission working on projects and spoke on consistency with management.

Commissioner Tumulty agreed and stated that the consensus is that Mr. Mullins is the person for the job. He also noted his contracted pay and spoke about other cities' amenities and ours.

Vice Mayor Williams added the influx of tourists that come every year.

Ms. Janice Scott stated she spoke to Mr. Mullins before the meeting and reassured him that anything in this discussion was not personal. She noted her conversations and mentioned the salary for the City Manager.

Vice Mayor Williams called for a voice vote on selecting Mr. Wes Mullins as City Manager. The vote passed 5-0.

Vice Mayor Williams presented housekeeping items and began by congratulating Wes

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Mullins on his appointment as City Manager.

There was discussion regarding the appointment of the next Police Chief, noting that the position is appointed by the City Manager.

City Manager Mullins announced the selection of Deputy Chief Kris Kuehn as the next Police Chief.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE THE PROMOTION OF
DEPUTY CHIEF KRIS KUEHN TO POLICE
CHIEF

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Police Chief Kris Kuehn thanked the Commission and City Manager and shared his appreciation for the opportunity. Stated he was a graduated from Cocoa Beach High School and has been a member of the community since 1998. -Stated it was an honor to be voted in as the next police chief and that he has an open-door policy with the residents. Vice Mayor Williams asked Mr. Mullins to include the Chief with the next officers swearing in.

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE RESOLUTION 2026-02

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Jackson discussed the resolution and explained that it provides an opportunity for the Commission to support local students through a student-led project. He stated that the project will be showcased in February.

Commissioner Jackson explained that students from Freedom 7 Elementary School, along with Principal Lott, are planning the first annual *Light Up the Lagoon Festival*. He noted that bioluminescence is a relatively rare phenomenon, also occurring in places such as Puerto Rico, and stated that the City has not previously leveraged this natural feature through a formal celebration.

He further explained that the students are developing a schedule of events over a four-week period during the low tourism season. Local businesses have expressed support and will assist in implementing the students' plan.

Mayor Capizzi added that the event will be held at zero cost to the City.

Vice Mayor Williams stated that bioluminescence can occur in any body of water.

Commissioner Hutcherson commented that the project presents a valuable hands-on learning opportunity for students.

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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

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE K3 AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi inquired from Mr. Kalsow about obtaining three bids for this project. He confirmed it was obtained.

Commissioner Hutcherson inquired about the cities history working with Automated Logic. and if they were a risk

Mr. Kalsow noted the city has never worked with them, however mentioned their confidence with them from other agencies. He did note that staff will be able to use the unit and confirmed this is the best value.

Vice Mayor William inquired about the cost savings and inquired on the pitch.

The Automated Logic representative stated that there should be a 5-10% improvement, but it is hard to tell because of the system not working

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

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson inquired about the cost and value of the companies awarded. Commissioner Tumulty inquired about researching state grants for these projects.

Mr. Kaslow stated that staff is researching grant opportunities; however, none are available at this time. Commissioner Tumulty also inquired about potential grant funding and the use of Tourist Development Council (TDC) funds.

Vice Mayor Williams stated that the matter would be reviewed

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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

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO DISCUSS

Vice Mayor Williams referenced the \$33,499,900 project cost and stated that it is not fully funded by the City. He inquired about the availability, security, and projected amounts of grant funding, and asked how much of the total cost would ultimately be a financial burden on the City.

Mr. Kaslow stated that there will be no financial burden on the City. He explained that approximately \$12 million will be funded through the Florida Department of Environmental Protection (FDEP) and approximately \$29 million will be funded through the St. Johns River Water Management District (SOIRL) and confirmed that the funding is guaranteed.

Vice Mayor Williams discussed living on the water and explained the muck remediation process and potential future impacts, including the capping process.

Mayor Capizzi stated that the City currently has a permit to cap but not to dredge.

Ms. Janice Scott spoke on the canal and expressed concerns related to grant funding.

HUTCHERSON/JACKSON

I MOVE TO APPROVE K5 AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

L. GENERAL PUBLIC COMMENT

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

M. ADJOURNMENT

The meeting was adjourned at 8:11pm .

X

Keith Capizzi
Mayor

X

Karin Grooms
City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Approve the March 3, 2026, Town Hall Meeting at 6:00 pm.
Staff Representative: City Clerks Office
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Approve the Agreement of Mutual Aid in Fire and Emergency Services Between the Cocoa Beach Fire Department, Florida, and Space Launch Delta 45, Patrick Space Force Base, Florida

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

No fiscal impact

BACKGROUND:

The Patrick Space Force Base and the Cocoa Beach Fire Department have a long-standing relationship of working together to assist one another in times of need. By continuing this agreement, resources such as specialty equipment, workforce, and expertise will be used cooperatively to help mitigate incidents in each other's jurisdiction.

Due to the close geographic proximity of PSFB and the City of Cocoa Beach, emergency incidents may occur where the nearest or most appropriate resources are located across jurisdictional boundaries.

To ensure timely, effective, and coordinated emergency response, PSFB and CBFD have developed a Mutual Aid Agreement that establishes the terms and conditions under which each agency may request and provide assistance for fire suppression, rescue, emergency medical services, hazardous materials response, and related emergency services. The agreement outlines operational procedures, command structure, liability considerations, and reimbursement provisions, consistent with applicable federal, state, and local laws.

Approval of this agreement will formalize mutual aid practices, enhance interagency coordination, and help ensure the protection of life, property, and critical infrastructure for both the City of Cocoa Beach and Patrick Space Force Base.

Executive Summary (Mutual Aid Agreement between CBFD and PSFB)

The proposed Mutual Aid Agreement between Patrick Space Force Base and the City of Cocoa Beach Fire Department establishes a framework for cooperative fire protection and emergency response services between the two agencies. The agreement allows either party to request assistance during emergencies when additional resources are necessary to protect life, property, or public safety.

Key elements of the agreement include:

Authorization for mutual aid responses for fire suppression, emergency medical services, rescue operations, hazardous materials incidents, and related emergencies.

Defined command and operational protocols to ensure effective coordination during joint responses.

Clarification of liability, workers' compensation, and responsibility for damages in accordance with federal and state law.

Provisions addressing costs and reimbursement, generally providing that each party bears its own expenses unless otherwise agreed.

Approval of the Mutual Aid Agreement will strengthen emergency preparedness, improve response capabilities, and support continued collaboration between Patrick Space Force Base and the City of Cocoa Beach Fire Department, benefiting residents, visitors, and critical military operations.

This Mutual Aid Agreement (the “Agreement”), is made and entered into this 21st day of January 2025, between the Secretary of the Air Force (the “Air Force”) acting by and through the Commander Space Launch Delta 45 pursuant to the authority of 42 U.S.C. § 1856a and the City of Cocoa Beach acting by and through the Fire Department of the City of Cocoa Beach, Florida. Together the Air Force and City of Cocoa Beach, Florida are hereinafter referred to as the “Parties”.

***WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement. *NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

*a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.

*b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

*c. On request to a representative of the Patrick Space Force Base Fire Department by a representative of the City of Cocoa Beach Fire Department, fire protection equipment and personnel of the Patrick Space Force Base Fire Department will be dispatched to any point within the area for which the City of Cocoa Beach Fire Department normally provides fire protection services as designated by the representatives of the City of Cocoa Beach Fire Department.

*d. On request to a representative of the City of Cocoa Beach Fire Department by a representative of the Patrick Space Force Base Fire Department, fire protection equipment and personnel of the City of Cocoa Beach Fire Department will be dispatched to any point within the jurisdiction of the Patrick Space Force Base Fire Department as designated by the representative of the Patrick Space Force Base Fire Department.

*e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

*(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

*(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

*(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

*(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

*(5). HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the

properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

*(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Cocoa Beach Fire Department normally provides fire protection services, the Patrick Space Force Base Fire Department or his or her representative may participate in a unified command on arrival at the scene of the crash.

*(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Patrick Space Force Base to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies' support and operations at an incident on the installation.

*f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

*(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), City of Cocoa Beach Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

* (2) Furthermore, subject to FS768.28, the City of Cocoa Beach agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Cocoa Beach which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the SLD 45 CEF which obligation shall survive such termination, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect SLD 45 obligation under this paragraph to indemnify and hold harmless the United States from any liability

*g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

*h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

*i. All equipment used by City of Cocoa Beach Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for City of Cocoa Beach Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of City of Cocoa Beach Fire Department.

*j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

*k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum

equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

*l. Disputes. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of Cocoa Beach obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

*n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Patrick Space Force Base, Florida
c/o Commander, Space Launch Delta 45
1201 Edward H. White 11 Street
Patrick SFB FL 32925-3242

For the City of Cocoa Beach:
City Manager Wes Mullins
2 S. Orlando Ave
Cocoa Beach, FL 32931

And:
Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:
Cocoa Beach Fire Department
Cocoa Beach Fire Chief Justin Grimes
50 S. Orlando Ave
Cocoa Beach, FL 32931

And:
Patrick Space Force Base, Florida
c/o Installation Fire Chief
1311 Control Rd
Patrick Space Force Base Florida 32925

***TERMS OF THE AGREEMENT**

*o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years. The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

*p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

*q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

*r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

*IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

CITY OF COCOA BEACH
For City of Cocoa Beach

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

WES MULLINS, City Manager
City of Cocoa Beach

BRIAN L. CHATMAN, Colonel, USSF
Commander
Patrick Space Force Base, Florida

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Request to approve extension to the banking contract, between Truist Bank and the City of Cocoa Beach for a period of five years, expiring July 2031.

Staff Representative: Hana Juman, Finance Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The City entered into a contract with Truist Bank, for banking services beginning December 20, 2016 and ending July 2031. The contract allows for extensions of the agreement. The extension will not require a change to the Master Agreement (contract) already in place.



Truist Bank
333 South Garland Avenue, Floor 17
Orlando, FL 32801
Cell: 407-701-4796
clayton.thompson@truist.com

December 4, 2025

Hana Juman
Director of Finance
City of Cocoa Beach
PO Box 322430
Cocoa Beach, FL 32932

RE: Modification and Extension of Agreement for Banking Services between City of Cocoa Beach ("City") and Truist Bank ("Truist")

Dear Ms. Juman:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years.

Pursuant to the terms of the Agreement for Banking Services noted above, Truist is pleased to offer the City an extension of the Agreement for Banking Services to commence July 2026 for a five-year term through July 2031. Please find attached the Proforma with the service pricing and rates.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened at a later time may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please your Relationship Manager or Treasury Consultant.

Proforma 527381 will apply to all Public Fund Analyzed Interest Checking accounts within:

- Group Number *6442: Combined Public Fund Analyzed Interest Checking

Earnings Credit Rate (ECR):

The ECR under this extension period does not begin until July 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 150 basis points. The ECR will be applied to all accounts under Group number *6442. The ECR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.

Interest Rate (IR):

The IR under this extension period does not begin until July 1st, 2026. As of today's date, and based on the current rate environment, today's initial Bank managed rate would be 200 basis points. The IR will be applied to all accounts under Group number *6442. The IR will be a Bank managed rate and subject to change at any time at Bank discretion without notice.

Sincerely,

Clayton Thompson, Vice President

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Approve the proposal provided by CPH Consulting, LLC in the amount of \$199,320.00 for engineering, design and permitting of Ocean Beach Blvd Park. This is a budgeted capital item.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

\$300K is budgeted for engineering and design for the Park.

BACKGROUND:

The Ocean Beach Blvd Park project is located at the Former Cocoa Beach Tracking Annex property, 3570 Ocean Beach Blvd, Cocoa Beach, FL 32931. The proposal is for engineering, design and permitting. The project is currently proposing to have parking, covered pavilion, picnic area, ADA-compliant beach ramp, and restroom building. The proposal is to design a brick and mortar restroom.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CPH CONSULTING, LLC.
AND
CITY OF COCOA BEACH
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
OF
ADA BEACHSIDE PASSIVE PARK
IN
COCOA BEACH, FLORIDA**



JANUARY 8, 2026

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes Exhibit A-CPH's Standard Provisions to Agreement, Exhibit B-CPH's Hourly Billing Rate table, and other exhibits detailing scope of project and services to be provided. Together, Parts I and II constitute the entire agreement between CITY OF COCOA BEACH, herein after called the "CLIENT", and CPH Consulting, LLC, herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposes to construct an ADA Park on 0.49 acres located at 3570 Ocean Beach Boulevard in the City of Cocoa Beach, Brevard County, FL (Tax Parcel No. 24-37-35-CI-8-7). It is our understanding the development will consist of covered pavilion, picnic area, a beach ramp and a restroom building. At this time, CLIENT requests CPH to prepare a proposal for Limited Due Diligence, Design and Permitting services. A detailed description of the proposed Scope of Services is provided in Exhibits D-L of this Agreement.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The Client shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- Current Title Commitment or Ownership and Encumbrance Report
- Current Geotechnical Investigation
- Phase I Environmental Site Assessments
- CLIENT Design Requirements
- Site and Building Signage
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, plans, investigations and/or pertinent information concerning this project or project site to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of the executed Agreement and retainer - if applicable.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The following fee summary provides the overall fee by discipline, refer to the individual exhibits for specific task breakdowns. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

DISCIPLINE FEE SUMMARY			
Exhibit			Fee
EXHIBIT D – ENVIRONMENTAL			
	Due Diligence	Lump Sum	\$7,795
	Permitting	Lump Sum	\$13,735
EXHIBIT E - SURVEYING			
	Due Diligence	Lump Sum	\$6,270
EXHIBIT F – CIVIL			
	Due Diligence	Lump Sum	\$6,175
	Preliminary Design	Lump Sum	\$11,966
	Construction Documents	Lump Sum	\$16,635
	Permitting	Lump Sum	\$5,640
	Project Management	Lump Sum	\$4,105
EXHIBIT G - LANDSCAPE ARCHITECTURE			
	Preliminary Design	Lump Sum	\$5,565
	Construction Documents	Lump Sum	\$5,025
	Permitting	Lump Sum	\$1,355
EXHIBIT H - ARCHITECTURE			
	Due Diligence	Lump Sum	\$840
	Conceptual Design	Lump Sum	\$4,815
	Design Development	Lump Sum	\$8,660
	Construction Documents	Lump Sum	\$19,480
	Bidding/Permitting	Lump Sum	\$4,695
	Construction Administration	Lump Sum	\$14,424
EXHIBIT J - MEP			
	Due Diligence	Lump Sum	\$2,500
	Construction Documents	Lump Sum	\$21,470
	Permitting	Lump Sum	\$1,175
	Construction Services	Lump Sum	\$3,640
EXHIBIT K – STRUCTURAL			
	Construction Documents	Lump Sum	\$18,680
	Permitting	Lump Sum	\$3,085
EXHIBIT N – SUBCONSULTANT			
	Ardaman & Associates, Inc (Geotech)	Lump Sum	\$6,820
	IRR. Design	Lump Sum	\$1,430
	Underground Utility	Lump Sum	\$3,340
PROJECT TOTAL			\$199,320

Progress invoices will be submitted based on CPH's estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by CLIENT, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate table unless an amendment to this Agreement with fee for the additional services has been executed.

All invoices over forty-five (45) days old must be paid in full prior to submittal for permits.

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures and subconsultant contract administration as follows:

- Vehicular mileage over 100 miles will be charged at current IRS rates.
- Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense without markup.
- A markup of 10% shall be added to costs charged to CPH by others outside of CPH, to include but not be limited to FedEx/Delivery Services, Courier Services, Application Fees, Review Fees, and Permit Fees.
- A markup of 10% shall be added to all subconsultant invoices.

CPH CONSULTING, LLC AUTHORIZATION

By:

John Lenti
Program Manager

CLIENT AUTHORIZATION

CITY OF COCOA BEACH acknowledges receipt of, and agrees with, Part I and Part II of THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CPH CONSULTING, LLC AND CITY OF COCOA BEACH FOR ARCHITECTURAL AND ENGINEERING SERVICES OF ADA BEACHSIDE PASSIVE PARK dated JANUARY __, 2026, which constitutes the entire Agreement between CPH CONSULTING, LLC and CITY OF COCOA BEACH.

Total Labor Fees for services proposed herein is as listed above in COMPENSATION section plus reimbursable expenses.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. **Preferred payment method is via ACH.** Please contact AR@cphcorp.com to arrange ACH payment set-up. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In the event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines or other adverse consequences.

This proposal is void if not executed and returned to CPH within sixty (60) days of CPH's execution of the Agreement.

The fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined in COMPENSATION section.

The person signing this Agreement represents and warrants that they are duly authorized and have legal right to execute and deliver this Agreement on behalf of the CLIENT and agree to be bound by the terms contained herein.

By: _____
Client

Signature

Printed Name/Title

Date: _____

Entity: _____

Address: _____

CLIENT MUST ALSO SIGN LAST PAGE OF EXHIBIT A-STANDARD PROVISIONS TO AGREEMENT

The owner of the subject property being considered in this Agreement is:

Entity: _____

Address: _____

If the CLIENT entering into this Agreement is not the same entity that owns the subject property, the CLIENT entering into this Agreement hereby affirms that it is entering into this Agreement with the full knowledge and consent of the property owner and that CLIENT has full power and authority to bind the property to the terms and conditions contained herein including, but not limited to, the right of CPH to impose a first lien and/or mechanics lien on the property.

By: _____
Signature

Printed Name/Title

Date: _____

Entity: _____

Address: _____

PART II

EXHIBIT A- CPH STANDARD PROVISIONS TO AGREEMENT

EXHIBIT B- CPH HOURLY BILLING RATE TABLE

EXHIBIT C- PROJECT AREA

EXHIBIT D- ENVIRONMENTAL SCOPE OF SERVICES

EXHIBIT E- SURVEY SCOPE OF SERVICES

EXHIBIT F- CIVIL SCOPE OF SERVICES

EXHIBIT G- LANDSCAPE SCOPE OF SERVICES

EXHIBIT H- ARCHITECTURE SCOPE OF SERVICES

EXHIBIT J- MEP SCOPE OF SERVICES

EXHIBIT K- STRUCTURAL SCOPE OF SERVICES

EXHIBITS N - ADDITIONAL SCOPE OF SERVICES

EXHIBIT A

Standard Provisions to Agreement

Agreement between CITY OF COCOA BEACH (hereinafter referred to as "CLIENT") and CPH Consulting, LLC (hereinafter referred to as "CPH") for professional services as set forth in the Agreement for Professional Services.

TERMS OF COMPENSATION AND DISPUTE RESOLUTION

1. Neither CLIENT nor CPH shall assign this Agreement, or any causes of action arising out of or relating to this Agreement, without the written consent of the other.
2. CLIENT warrants that it has, and will maintain for the duration of the project, the financial liquidity to pay for all the services contracted in this Agreement. Payment shall not be contingent on CLIENT financing, leases, purchase agreements, or any other transactions.
3. Invoice payments are due upon receipt of the invoice and payments must be kept current for services to continue. **Preferred payment method is via ACH.** Please contact AR@cphcorp.com to arrange ACH set-up. If ACH is not elected, payment should be mailed to CPH Consulting, LLC, at 500 West Fulton Street, Sanford, FL 32771. If the CLIENT fails to pay any invoice due within forty-five (45) days of the date of the invoice, CPH may, without waiving any other claim or right against CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants. In addition, CLIENT shall pay CPH interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is greater, on all invoices that remain unpaid for more than 45 days.
4. CLIENT hereby waives the right to dispute or object to all or part of an invoice if such objection is not made, in writing, within twenty-one (21) days of receipt. Any such objections made in writing within twenty-one (21) days shall not affect the undisputed portions of the invoice which will still be due as scheduled.
5. At no time during the duration of the Project may the total invoiced fees unpaid equal or exceed 20% of the total base fee for the Project. In the event the total outstanding unpaid fees equals or exceeds 20% of the base contract fee, the Project will be placed on hold and no additional work will be performed by CPH or its consultant(s) until the outstanding balance has been paid to CPH.
6. All invoices over 45 days old must be paid in full prior to submittal for permits.
7. "Additional Service(s)" are services which are not part of the contracted basic services and are not included in the basic payment provisions of the Agreement. Additional Services shall only be performed upon receipt of written direction/acknowledgment from CLIENT. Additional services shall be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate unless an amendment to the Agreement with fee for the additional services has been executed. CPH may withhold performing additional services until an Agreement for additional services has been executed. CLIENT shall be obligated to pay for additional services it has directed/acknowledged in writing regardless of the execution of an amendment to the Agreement. CLIENT acknowledges that CPH shall be entitled to compensation for any Additional Services that may become necessary during the course of the project provided that the need for such Additional Service(s) are not caused by the fault of CPH.
8. No deductions shall be made from CPH's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which CPH has been adjudged to be liable or negligent.
9. CPH may elect to secure its financial position with a first lien and/or mechanics lien on the property. If CLIENT requests that CPH subordinate CPH's lien rights for any reason and CPH agrees to waive CPH's right of refusal to subordinate these rights, CLIENT shall deposit the entire amount of CPH's fee for the project as a whole, including estimated reimbursable expenses, into an escrow account held by an independent third party to be payable to CPH in the event of a default by CLIENT. A letter from the escrow agent acknowledging its intent to serve as disbursing agent in the event of default and an escrow agreement signed by both CLIENT and CPH detailing the terms and conditions of the disbursement must be received prior to CPH signing any

document subordinating CPH's lien rights. CLIENT shall be responsible for any and all fees and costs related to said escrow account.

10. This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising out of or related to this Agreement shall be brought solely and exclusively in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue, and further waive their right to bring any such suit in any other venue.
11. CLIENT and CPH shall agree to negotiate in good faith any dispute between them for a period of thirty (30) days after notice to the other party prior to exercising any other rights available to them under the Agreement and the law. No such claim, nor the exercise of other rights, shall constitute a basis to withhold or delay payment to CPH for work performed.
12. In connection with any dispute arising out of or relating to this Agreement, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.
13. The CLIENT and CPH agree to submit all claims and disputes arising out of this agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement, but neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
14. CLIENT AND CPH HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

GENERAL TERMS AND CONDITIONS

1. This Agreement is between the business entity CPH and the CLIENT. No individual agent or employee of CPH is party to this Agreement.
2. In recognition of the relative risks and benefits of the project to both the CLIENT and CPH, the CLIENT agrees, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, to limit the total liability of CPH, its principals, directors, officers, employees, agents, consultants and servants to CLIENT and to anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of CPH, its principals, directors, officers, employees, agents, consultants and servants shall not exceed the total compensation received by CPH under this Agreement or \$50,000, whichever is less. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.
3. CPH shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of this Agreement's execution.
4. No third parties, including but not limited to SBA lending agencies, banks, or financial partners associated with the project in any way will have the authority to alter this Agreement or impose additional requirements including, but not limited to, FEMA requirements, seismic engineering, subjugation of lien rights, or compliance with the National Earthquake Hazard Reduction Program. Research, negotiation, pricing, and/or performing any work related to new requirements and/or obligations imposed by the CLIENT on behalf of any entity not party to this Agreement shall be an Additional Service.

5. CPH shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement and the provision of any certificate or consent shall not constitute a warranty or guaranty. CPH shall have a minimum of fourteen (14) days to review any and all consents or certificates to determine if such consents or certificates can be executed.
6. This proposal does not constitute a guarantee that the proposed work will be legally permitted or is viable. CPH assumes the owner has performed due diligence and is aware of any and all limitations or restrictions including but not limited to zoning, drainage, geotechnical, flood plains, etc. that may exist regarding their property.
7. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CPH. CPH's services here-under are being performed solely for the benefit of the CLIENT and no other entity shall have any claim against CPH because of this Agreement or CPH's performance of services here-under.
8. CLIENT and CPH agree to waive any and all incidental, indirect or consequential damages arising from disputes, claims, or other matters relating to this Agreement against each other and each other's respective officers, directors, and employees. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, delay, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of agreement and breach of warranty.
9. The ten (10) days from December 24th through January 2nd of any year will not be considered workdays in any proposed schedule regardless of whether CPH's offices are open on any days during that period.
10. CPH shall be entitled to include photographic or other representations of the project design in CPH's promotional materials unless CLIENT has provided written notice to CPH that such information is confidential or proprietary information of CLIENT.
11. If any provision of this Agreement is held to be unenforceable, illegal, or invalid, then that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
12. In the event the CLIENT provides a design to CPH and directs CPH to reproduce that design, the CLIENT here-in asserts and attests that the CLIENT holds unrestricted rights to the design provided. The CLIENT agrees to indemnify, protect, defend, and hold harmless CPH against any and all claims related to the use of the design provided including, but not limited to, copyright claims.
13. CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with CLIENT's contaminated substances can expose CPH to severe risks, CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with CLIENT's contaminated substances. CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.
14. CLIENT's decision to proceed with various phases of design or construction prior to CPH's 100% completion of the proceeding phase shall relieve CPH of any responsibility for cost overruns or time extensions caused by CLIENT's decision to accelerate the phasing schedule.
15. While CPH acknowledges that bids may be sought and accepted before the completion of 100% Construction Documents, CLIENT also acknowledges the risk of accepting bids on less than 100% complete documents, including the risk of increased construction costs and time extensions, and hereby releases CPH from all fault and liability arising out of or related to accepting bids on less than 100% Construction Documents.

PERFORMANCE OF THE WORK

1. When entry to the property or properties is required for CPH and CPH's consultants to perform the services described here-in, the CLIENT agrees to obtain and make available legal right of entry to the property or properties.
2. ***CPH will provide all of its services in a manner consistent with the level of care and skill ordinarily exercised by other professionals for that service under similar circumstances practicing in the same or similar locality. This standard shall be applicable to all of CPH's services in the Agreement and no higher or different standard shall apply. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services. CPH makes no other guaranty or warranty concerning its services, only that its services shall be performed in keeping with this Standard of Care.***
3. Unless provided for in the scope of this Agreement, CPH is here-in agreeing to provide a design based on the existing laws and ordinances governing the subject property and is not agreeing to provide services related to acquiring special approvals including but not limited to:
 - Any work that does not comply with current code provisions
 - Any work that requires obtaining a variance, waiver, special exception, conditional use permit, or another similar, special approval
4. ***Plans shall be prepared in a professional manner and endeavor to satisfy all applicable codes. CPH shall not be liable for costs or delays resulting from changes in codes following execution of Agreement nor any questionable interpretation of the Codes by authorities having jurisdiction, nor any requests by CLIENT to pursue waivers/variances to applicable codes.***
5. CLIENT will provide any required project information including, but not limited to, project/tenant requirements, due diligence documents, surveys, reports, entitlements, design and any other professional service to support the project that is not to be provided by CPH as defined in the scope of this Agreement. CPH shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, CLIENT's consultants and contractors, and information from public records without the need for independent verification.
6. CLIENT may provide additional or other Professional Services such as surveying, soils analysis, planning, civil, architecture, landscape architecture, legal, accounting, or construction inspection on this project and have the results furnished to CPH. As with all Owner-Furnished information, it is agreed that CPH may rely upon the accuracy and completeness of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.
7. CLIENT shall provide CPH a certification of liability insurance for any independent design consultant, engineer or other professional hired by CLIENT whose documents are to be bound with the CPH set of Construction Documents, or otherwise utilized on the Project. The amount shall not be less than the amount required by CPH's CLIENT. If such certification is not furnished, CPH shall not bind the consultant's documents into CPH's Construction Documents. CLIENT shall indemnify, defend and hold CPH harmless against any liabilities, claims, damages, loss and expense (including reasonable attorneys' fees and cost of defense) arising out of the performance of consulting or engineering services by CLIENT's separate design consultants, and caused by any negligent act, error, omission or breach of contract (including, without limitation, breach of representation or warranty) by those persons or entities or for which CLIENT is liable, including, without limitation, any claim or action based upon violation of any statute, ordinance, building code or regulation. The foregoing indemnity shall survive the termination of this Agreement.
8. CPH's review of any drawings provided by the CLIENT's consultants shall not constitute an approval by CPH of any designs, equipment or materials used in the work that are not in accordance with CPH's drawings.

9. Unless otherwise provided under this Agreement, the CLIENT shall provide full information in a timely manner regarding requirements for and limitations on the Project. The CLIENT shall furnish to CPH, within three (3) days after receipt of a request.
10. CLIENT shall immediately notify CPH in writing if CLIENT becomes aware of any defect in the project.
11. The CLIENT agrees and accepts that at any time during the course of the project CPH may issue written notice that requires the CLIENT to, within fourteen (14) calendar days from the date of the notice, designate a single person to act as the primary point of contact (PPOC) for the CLIENT and a single person to act as the secondary point of contact (SPOC) for the CLIENT should the PPOC not be available. There-after, the CLIENT shall route all communication to CPH through the PPOC. CPH shall not be held liable or considered negligent for failure to perform direction provided by any party other than the PPOC or SPOC and it shall not be CPH's responsibility to verify that third party instructions have been reviewed and/or approved by the PPOC.
12. CPH shall not be held liable for the actions or inactions of any of the following which impede CPH's and/or CPH's subconsultants' ability to perform their work. Such impacts may require changes to the Agreement fee, terms and conditions:
 - The CLIENT's failure to satisfy their obligations under this Agreement including, but not limited to, providing information in a timely manner, providing access to the property, providing design criteria, and providing equipment specifications.
 - Changes, details, shop drawings, submittals, inspections, or clarifications requested by the jurisdiction beyond what is typically provided by CPH and/or CPH's subconsultant and deemed reasonable.
 - Changes to the design or design criteria by the CLIENT after the design's approval by the CLIENT, commencement of design by CPH or review by jurisdiction.
13. Neither CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur, the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.
14. CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the project for use as proposed by CLIENT. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval for development as proposed.
15. The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project and may change their positions through the process, including disapproval of previously approved items. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision-making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will ultimately or finally approve, in whole or in part, the requested use or that the decision-making process will be timely for the project, or that the Authorities will grant variances applicable to the project. Therefore, CLIENT bears the risk of non-approval of the proposed use and the timing thereof. CLIENT should consider the ramifications to it if the project is not

approved or only approved in part. Project denial or partial approval does not relieve CLIENT's obligation to pay CPH for services provided under this Agreement.

DOCUMENTS AND DELIVERABLES

1. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are instruments of service for use solely with respect to this Project and shall remain CPH's property. CPH and its consultants shall be deemed the authors of their respective Instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Rights to use of the documents by CLIENT shall terminate in the event that CLIENT fails to pay invoices as outlined herein.
2. CLIENT, or any other receiving party, assumes all responsibility for the accuracy of digital documentation/information including CAD files provided by CPH. CLIENT releases CPH, its principals, directors, officers, employees, agents, consultants, and servants of any claims and/or liability related to said digital documentation/information or the accuracy of the digital documentation/information.
3. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are not intended to be suitable for reuse by the CLIENT or others on another project or any extension of this project, or for use by others on this project. Any re-use or distribution to third parties will be at the CLIENT's sole risk and without liability to the CPH or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CPH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages what-so-ever arising out of or resulting from such re-use or distribution.
4. Subject to payment in full for services rendered, CPH grants to the CLIENT a nonexclusive license to reproduce CPH's Instruments of Service solely for purposes of constructing, using and maintaining the Project provided that the CLIENT shall comply with all obligations of this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the CLIENT shall refrain from making further reproductions of Instruments of Service and shall immediately return to CPH all originals, reproductions or digital copies in the CLIENT's possession or control.
5. The CLIENT accepts and acknowledges that any other party associated with this project that receives any associated documentation for the purpose of providing further documentation for the project assumes any and all liability for the accuracy of the provided documentation and releases CPH and its representatives of liability in that regard. All parties to this Agreement, their subsidiaries, parent companies, and affiliated parties further agree that CPH is not responsible for built conditions being reflected accurately in the documentation and that as participants in this project the other party(s) are responsible for the accuracy of their work.

TERMINATION AND SUSPENSION OF SERVICES

1. The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CLIENT shall pay CPH for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

2. Notwithstanding any provision in this Agreement to the contrary, CPH retains the right, upon five (5) days written notice, to stop work or withhold its instruments of service where payment has not been received from CLIENT to CPH within forty-five (45) days of invoice issuance.
3. If the CLIENT fails to make payments to CPH in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at CPH's option, cause for suspension of services under this Agreement. If CPH elects to suspend services, CPH shall give five (5) days written notice to the CLIENT before suspending services.
4. In the event of termination not the fault of CPH or suspension by CPH or CLIENT, CPH shall be compensated for services performed, reimbursables incurred, and financial obligations made prior to termination and/or suspension. CPH may terminate this Agreement upon giving ten (10) days written notice if the project is suspended for more than ninety (90) days if the cause of the suspension is not attributable to CPH.
5. Should CLIENT exercise their right to terminate, CLIENT acknowledges that CPH will not have the opportunity to supervise or oversee its design to completion. Therefore, CLIENT agrees to indemnify, protect, defend, and to hold CPH harmless from any fault, error or omission or cause of action caused by CLIENT's use of CPH's documents post-termination. Any warranties or representations provided by CPH prior to termination shall not survive termination. The CLIENT agrees to indemnify and hold harmless CPH from any claim or liability resulting from suspension of work.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SERVICES

Site/Building Studies

1. CLIENT acknowledges that if it retains CPH to study the site/building prior to design and construction, CPH's Site/Building Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. CLIENT acknowledges the recommendation of CPH that CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If CLIENT elects to close on the subject property prior to that time, CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.
2. In order to allocate the relative risks and benefits of the project between the parties, CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees from any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this agreement, or indemnity relating to CPH's Site/Building Studies under this Agreement such that the total aggregate liability of CPH and CPH's officers, directors, and employees to CLIENT shall not exceed the fee for the Site/Building Study paid by CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Underground Utility Location

1. The locations of all existing utilities shown on the drawings prepared by CPH will be based on visual surveys of at-grade or above grade physical structures or markers such as valve boxes,

hydrants, utility poles, permanent markers, and temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others, including mark-ups of locations provided by the utility). CPH does not identify the below grade vertical and horizontal locations of utilities, and consequently, CPH assumes no responsibility for the location of below grade utilities. The CLIENT agrees to release CPH from any liability to CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been determined from visual field review of the conditions noted.

Value Engineering, Opinions of Cost & Recommendations

1. As the term is used within this Agreement, value engineering is the detailed, systematic but subjective review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If CLIENT chooses to engage in value engineering, CLIENT shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to CPH to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, CLIENT acknowledges that schedule and cost impacts may occur. If CLIENT chooses to retain an independent VE, all recommendations of the VE shall be given to CPH for its review and adequate time will be provided for CPH to respond to these recommendations. CPH time spent to review the recommendations of the VE and to incorporate those accepted by both CLIENT and CPH shall be compensated as an Additional Service to this Agreement. Objections to any recommendations made by the VE shall be stated in writing, and CLIENT agrees that CPH shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.
2. Since CPH has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project and construction cost, if provided, are made on the basis of our experience and represent our best judgement as an experienced and qualified professional familiar with the construction industry. CLIENT agrees CPH cannot be held responsible for any additional costs if proposals, bids, or actual project costs or construction costs vary from opinions of probable cost prepared by CPH.
3. CPH's recommendations as to various issues throughout this Agreement shall not give rise to any CPH liability. CPH's recommendations to CLIENT for approval, change, substitution, or modification to certain subject items are recommendations only and they do not relieve CLIENT from the final responsibility for such approval, change, substitution, or modification. Moreover, CPH shall not be responsible for CLIENT's approval, change, directive, or substitution made without the CPH's recommendation and CLIENT shall indemnify and hold CPH harmless from all liabilities, claims, damages, loss and expense including, without limitation, reasonable attorneys' fees and defense costs incurred as a result of any such approval, change, directive, or substitution by CLIENT. The foregoing indemnity shall survive the termination of this Agreement.

Construction Services

1. CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor. The Contractor's methods of work performance, oversight of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that: 1) these responsibilities will be made clear in CLIENT's agreement with the Contractor; 2) CLIENT's agreement with the

Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold CLIENT and CPH harmless up to a limit of \$1,000,000 or the limits of available contractor insurance, whichever is greater from any fine, penalty, claim, or liability for injury or loss arising from CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) CLIENT's agreement with the Contractor shall require the Contractor to make CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and CPH, and shall hold CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to the limits of described herein of (2). CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

2. CLIENT shall provide CPH with a copy of CLIENT's construction contract with Contractor, shall coordinate the responsibilities of CPH with that of the Contractor, and shall provide prompt written notice to CPH of any communication between CLIENT and Contractor that may affect the work or performance of duties by CPH.
3. When construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections or perform any destructive testing or remove existing work, but shall make periodic observations of readily-observable work as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the contractor or the safety precautions and programs incident to the work of the contractor. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the readily-observable work to keep CLIENT advised of the progress. CPH will observe the work of the contractor to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Documents. CPH shall provide CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of its periodic visits. During such visits and on the basis of its on-site observations, CPH may recommend to CLIENT that the contractor's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the contractor's work.
4. CLIENT may choose to disregard the advice of CPH or may otherwise choose to deviate during construction from the Construction Documents prepared by CPH. Therefore, CLIENT hereby indemnifies and holds harmless CPH, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where CLIENT has knowingly authorized or permitted a deviation from any document prepared by CPH which, over CPH's objection, has not been corrected or where CLIENT has elected not to follow any recommendation of CPH. In the event that CPH or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action. CLIENT's indemnity obligations under this Section shall survive the termination of this Agreement.
5. Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the contractor's responsibility and not that of the CPH, to confirm and correlate dimensions and proper interfaces at the job site; fabrication processes and techniques of construction; coordination of contractor's work with that of all other trades and the satisfactory performance of contractor's work.
6. Approval of a contractor's application for payment is an expression of opinion by CPH and shall at no time be considered a legal or binding determination on the part of CPH, nor as an acceptance

of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that it has made any examination of how or for what purpose any contractor has used the money paid on any of the contractor's work or that title to any of the contractor's work, materials or equipment has passed to CLIENT, free and clear of any liens, claims, security interests or encumbrances.

7. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

LEED Certification

1. In the event CLIENT decides to pursue LEED® Green Building Rating System certification, or other similar environmental certifications (collectively "Green Certifications"), CLIENT acknowledges that Green Certifications utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, CPH shall perform its services with that degree of skill and care ordinarily exercised by similarly situated members within its profession, involved in the design of similar projects in the same locale as the Project. CLIENT acknowledges and understands, however, that Green Certifications are subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of CPH, including but not limited to, CLIENT's use and operation of the completed Project. CPH will use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with desired, specific Green Certification but does not warrant or represent that the Project will actually achieve such certification. CPH shall not be responsible for the Contractor's failure to adhere to the Contract Documents and any applicable laws, codes, and regulations incorporated therein, nor for any changes to the design made by CLIENT without the direct participation and written approval of CPH. Likewise, CPH shall not be responsible for any environmental or energy issues arising out of CLIENT's use and operation of the completed Project.
2. (OPTIONAL) CLIENT and CPH acknowledge that the Project will pursue {LEED-xx} certification, and in doing so may include new or innovative products, technologies or applications in order to accomplish this objective.
3. (OPTIONAL) CLIENT acknowledges that such innovative products, technologies and applications may lack a proven long-term history of successful application and, due their innovative nature, it is therefore possible that they may not realize their intended objectives, or carry with them collateral consequences.
4. (OPTIONAL) CLIENT agrees that it has weighed the relative risks and rewards, and accepts the potential risks in order to incorporate such innovative products, technologies or applications as necessary to achieve desired level of {LEED-xx} certification.

CLIENT agrees to be bound by the terms contained herein.

By: _____
Client

Signature

Printed Name/Title

Date: _____

EXHIBIT C- PROJECT AREA



EXHIBIT D - ENVIRONMENTAL (ECOLOGICAL) SCOPE OF SERVICES

1.0 BASIC SERVICES

ENV-1.0 - Due Diligence

ENV-1.1 Kickoff Meeting

CPH will participate in one (1) kick off meeting via Teams or Zoom with the CLIENT to review the overall development and project goals.

ENV-1.2 Preliminary Ecological Assessment

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- **Regulatory Files Search:** CPH will perform a search of readily available public databases for historical or existing regulatory approvals/authorizations for the water management district and the Florida Department of Environmental Protection. CPH shall review the readily available files and summarize the findings.
- **Public Database Research:** CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mapping and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property.
- **Field Investigation:** CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened and endangered) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- **Vegetation and Land Use:** CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcGIS based on "desktop" interpretation of features evident on the aerial photography, correlation with soil types (SCS Soil Map of Brevard County) and field verification for each mapped classification. The dominant vegetation of each classification will be recorded and wetland areas identified.
- **Report:** CPH shall prepare a letter or memorandum report summarizing the habitat & land use mapping, observed protected species, wetland mapping, regulatory considerations and results of the public database search to assist with project planning. The Client shall receive an electronic copy of the report and figures.

ENV-1.3 State Historic Preservation Office (SHPO) Request for Determination

CPH shall prepare and submit a Section 106 Consultation Letter to the Florida Division of Historical Resources (DHR) on behalf of the client, to determine whether additional cultural resource investigations are required.

- CPH Environmental Scientists will review available project documentation and repair plans, while conducting a Florida Master Site File (FMSF) search to identify previously recorded cultural resources within or adjacent to project area.
- CPH will draft a formal letter to DHR/SHPO describing the FEMA project purpose, location, scope of work, and level of disturbance.
- Prepare supporting figures and maps.
- Submit the final letter and supporting materials to DHR for SHPO to review.

This task does not include a Cultural Resource Assessment Study (CRAS) by a professional archaeologist. CRAS survey can be provided as an additional service if required.

ENV-1.4 USFWS Informal Consultation

CPH shall prepare a written request to USFWS requesting clearance from further obligations or to determine if specific studies are required. If clearance is not provided, CPH shall confirm the required surveys and survey limits. CPH shall communicate with the USFWS via email and telephone to expedite their determination on whether Species Specific Surveys are required. CPH shall forward all correspondence from the USFWS to the Client. The USFWS takes 60 to 90 days to process this review from date received, typically. Species surveys are time specific and must be completed within the specific time frame for the survey to be considered valid. Addressing species issues early in the project will help prevent project permitting delays.

ENV-2.0 Permitting

ENV-2.1 St. Johns River Water Management District (SJRWMD) Permitting

CPH shall prepare documentation and an application to process an Individual Permit application or request for a verification of exemption with the SJRWMD.

- Attend a pre-application an electronic (Zoom or Teams) meeting with SJRWMD.
- Conduct a field review of the project site with a representative of the SJRWMD after the submittal of the permit application.
- Coordinate with the Project Engineer to produce Dredge & Fill permit sketches (up to 5 plan views and cross sections).
- Coordinate with the Client and the Project Engineer as may be required in the preparation of the ecological elements of the Statewide Environmental Resource Permit (SWERP) application to SJRWMD.
- Prepare a permitting SWERP Report detailing the environmental characteristics of the project area and proposed improvements.
- Prepare a Post-Development FLUCFCS Map for purposes of the SJRWMD permitting. Mapping will follow the Florida Land Use Cover and Forms Classification System (FLUCFCS) (FDOT 1999).
- Wetland impacts are not a consideration of this project and mitigation scope items are not included.
- Prepare written responses to two (2) Requests for Additional Information (RAI) by the SJRWMD regarding ecological elements of the ERP application prepared by CPH.
- CPH Environmental Scientists shall participate in one (1) project meeting with project team members, sub consultants, the Client and others identified by the Client.
- Permit application fees shall be the responsibility of the Client or project owner

ENV-2.2 FDEP CCCL Permitting

CPH Environmental will assist the Engineer in obtaining an FDEP Coastal Construction Control Line Permit (CCCL) for the proposed work.

- Prepare a map of habitat types within the project area.
- Coordinate with the Project Engineer, which may be required in the preparation of the ecological elements of the FDEP CCCL application.
- Arrange for and conduct a field review of the project site with representatives of the Florida Department of Environmental Protection (FDEP), if requested.
- Attend one (1) pre-application meeting with FDEP.
- Prepare written responses to two (2) Requests for Additional Information (RAI) by the FDEP regarding ecological elements of the permit application prepared by CPH.

2.0 COMPENSATION

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

Task	Task Name	Fee Type	Fee
1.0	DUE DILIGENCE		
1.1	Kick off meeting	Lump Sum	\$695
1.2	Preliminary Ecological Assessment	Lump Sum	\$3,480
1.3	SHPO Request for Determination	Lump Sum	\$1,715
1.4	USFWS Informal Consultation	Lump Sum	\$1,905
2.0	PERMITTING		
2.1	SJRWMD Permitting	Lump Sum	\$6,605
2.2	FDEP CCCL Permitting	Lump Sum	\$7,130
ENVIRONMENTAL SCOPE TOTAL			\$21,530

Additional services shall be other professional and technical services not specifically identified above. Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis.

3.0 SCOPE OF WORK CLARIFICATIONS

The Environmental scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded, including but not limited to the following:

- Dune restoration design or permitting
- Arbor Assessment Tree Removal Permitting
- Processing a Temporary Use Agreement, Sovereign Submerged Land Lease with the permitting agencies
- Specific Wildlife Assessments and Permitting
- Formal Species Consultations with the USFWS and FFWCC
- Archaeological and Historical Surveys and Reports
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Phase I, II site assessments or remediation

EXHIBIT E - SURVEY SCOPE OF SERVICES

1.0 BASIC SERVICES

SUR-1.0 – Due Diligence

SUR-1.1 – Boundary and Topographic Survey:

Prepare a Boundary Survey (0.49± acre) and Topographic Survey (1.12± acres) to include Parcel Identification Number 24-37-35-CI-8-7 (Brevard County Property Appraiser website) as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Recover/set property corners.
- Collect topographic data within the area depicted in red on the attached “Survey Site Exhibit” where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- Location of trees with 6 inches DBH and greater within scope. Size and common name only, a Certified Tree Survey is not included as part of this scope.
- Locate the Coastal Control Construction Line “CCCL”
- Locate the mean-high water elevation as provided by FDEP.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Survey.

Note: This is not an ALTA/NSPS Land Title Survey. A formal title review is not a part of this contract.

SUR-1.2 – Underground Utility Designation/Location:

- Underground Utility Designation/Location to be performed by sub-consultant within the area depicted in red on the attached “Survey Site Exhibit” where accessible.

2.0 COMPENSATION

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
SUR-1.0	Due Diligence		
SUR-1.1	Boundary and Topographic Survey	Fixed	\$6,270
SUR-1.2	Underground Utility Designation/Location	Fixed	\$3,340
SURVEY SCOPE TOTAL			\$9,610

3.0 SCOPE OF WORK CLARIFICATIONS

The Survey scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- As-built Survey
- ALTA/NSPS Land Title Survey
- Certified Tree Survey
- Platting

- Sketch and Descriptions
- Soil Borings
- Wetland Delineation/Location
- Construction Staking

EXHIBIT F - CIVIL SCOPE OF SERVICES

1.0 BASIC SERVICES

CIV-0100 – Due Diligence

CIV-0101 – Kickoff & Site Visit

CPH proposes to perform the following limited due diligence scope:

- CPH will participate in one (1) remote kick off meeting with the CLIENT to review the overall development and project goals.
- CPH will conduct one (1) site visit.

CIV-0102– Limited Site Check

- CPH will perform a limited site check study of the project to identify Agencies Having Jurisdiction (AHJs) and determine the proposed site's current zoning, future land use, building setbacks, density, open space requirement, parking requirement, signage limitations, access management, stormwater criteria, natural resource preservation criteria, approval process/schedule, application forms, and review fees.
- CPH will contact the Utility companies that service the site to confirm availability of service, location of services, proposed tie-in locations, and potential needs for extension of services to the site.
- CPH will research the online databases to obtain available stormwater management permit information and design requirements for the onsite stormwater management system.
- CPH will schedule and participate in one (1) remote pre-application meeting or conference call with the stormwater AHJ.
- CPH will schedule and attend one (1) remote pre-application meeting with the AHJ to discuss limited site check findings and impact on CLIENT's proposed development program.
- CPH shall prepare a Limited Site Check Memorandum to document findings from research, results from meeting with agencies, impacts to development program and final conceptual site plan. Memorandum shall identify next steps for required entitlements to support the proposed development program as identified by the agencies.

CIV-0103 – Geotechnical Investigation

CPH will hire a qualified geotechnical consultant for preparation of a geotechnical investigation of the proposed site in accordance with CLIENT requirements. Geotechnical consultant will provide slope stability analysis, building pad preparation specifications and site adapt general specifications regarding earthwork/pavement. CPH will rely on geotechnical investigation for design.

CIV-0200 – Conceptual Design

Conceptual Site Plan

- CPH has provided a conceptual site plan (dated 11/5/25) to the CLIENT that includes parking layout, entry/exit driveway, ancillary building, walkways, fences and other significant site amenities. It is assumed that this conceptual site plan is acceptable to the CLIENT. Any alterations requested will be handled as an additional service and billed in accordance with our Standard Hourly Rates.
- Based upon the data gathered during the Limited Site Check Study and Pre-Application Meetings and utilizing the site survey/information provided by CLIENT or from AHJ GIS, CPH shall update the Conceptual Site Plan to ensure that all applicable codes are considered. This includes setbacks, restrictions, and requirements.
- CPH shall provide CLIENT with Final Conceptual Site Plan overlaid on an aerial in ACAD format for approval by CLIENT Preparation of colored exhibits/renderings are not part of Scope but can be provided as an additional service and billed in accordance with our Standard Hourly Rates if needed.

CIV-0300 – Preliminary Design

Preliminary Design Plans

CPH will perform the following as part of this contract:

- CPH will prepare Preliminary Design Plans based on the CLIENT approved Conceptual Site Plan. The preliminary plans will include demolition (if applicable), site dimension, grading and utility design concepts. Plans will identify areas for building locations, pedestrian/vehicular circulation, ADA access, fire apparatus access and delivery/refuse truck access. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.
- It is assumed a new stormwater management area adequate to serve the proposed development area will be required. Preliminary onsite stormwater management system analysis and design will be conducted based on current AHJ stormwater requirements. It is assumed the site does not lie within a flood zone per current FEMA FIRM. It is assumed floodplain impact and compensation will not be required. Should impact/compensation be required, CPH will provide as an additional service and an amendment to this contract will be required.

CIV-0500 – Construction Documents

CIV-0501 – Final Site Construction Plans & Calculations

Following approval of the Preliminary Design, CPH will prepare the Final Design Calculations, Site Construction Plans (Final Engineering Plans) and Site Construction Specifications as follows.

- Final Design Calculations will include:
 - Stormwater Conveyance Hydraulic Grade Line Calculations.
 - Wastewater Generation Projections and Sanitary Sewer Pipe Hydraulic Calculations
- Site Construction Plans (Final Engineering Plans) are projected to include the following sheets
 - Cover Sheet
 - General Notes and Specifications
 - Boundary and Topographic Survey (Provided by Survey Scope of Services)
 - Sedimentation/Erosion Control Plans
 - Sedimentation/Erosion Control Notes
 - Demolition Plan (if applicable)
 - Site Dimension Plan
 - Site Grading and Utility Plan
 - Details
 - Landscape Plans (scope as described in Exhibit F below)
 - Irrigation Plans (scope as described in Exhibit F below)
- Site construction plans will be prepared considering requirements of CLIENT, St. Johns River Water Management District (SJRWMD), Florida Department of Protection (FDEP), and any local agencies having jurisdiction for water and wastewater service.
- Stormwater analysis will be prepared for submittal to any local agencies having jurisdiction and SJRWMD considering the same assumptions noted above.
- CPH will design new domestic water service to the structures. It is assumed a water main with adequate capacity exists in the right of way of Ocean Beach Blvd adjacent to the site. If offsite water main extension is determined to be necessary, an additional fee will be required.
- It is assumed a fire flow study and fire line service will not be required. If it is determined that a fire flow study and/or fire line service is required, an amendment to this contract and additional fee will be required.
- An onsite gravity sanitary sewer collection system capable of serving the restroom building will be designed. It is assumed a gravity sanitary sewer main with adequate capacity exists in the right of way of Ocean Beach Blvd adjacent to the site for tie-in. If a force main or offsite sanitary sewer extension is determined to be necessary, an additional fee will be required.
- It is assumed all required changes in grade will be accomplished by earth slopes. Design of retaining walls is not included as part of the scope of this contract. If it is determined that specifications or design of retaining walls is required, an amendment to this contract and additional fee will be required.
- Coordination with utility providers (power, communications and gas) to determine onsite utility service routes and inform them of the upcoming project will be conducted. It is assumed the

onsite infrastructure for these utilities will be designed by the utility companies and provided to CPH. If during the design it is determined that utility locates/ soft digs are required to identify potential conflicts with existing utilities, CPH will notify CLIENT and request an amendment for the additional service.

- It is assumed no offsite roadway improvements will be required. If additional roadway improvements and/or dedications are necessary, an amendment to this contract will be required.
- It is assumed Site Specifications, Notes and Details will be provided on the construction plans. The preparation of a separate Project Manual is not included in the scope of this contract but can be provided for an additional fee.

Construction plans and calculations will be provided to CLIENT for review. Any changes to the assumptions stated herein or redesign following commencement of Site Construction Plan design or preparation that requires modifications to the final plans or calculations will be deemed an additional service and an amendment to the contract will be required.

CIV-0600 – Permitting

Site Construction Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- Local agency Building/Site Permit
- SJRWMD Environmental Resource Permit (ERP)
- FDEP - Water Distribution Letter of Exemption
- FDEP - Wastewater Permit Application

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required. All permit application fees will be paid by CLIENT.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) remote meeting or conference call with local agency staff for review of comments
- One (1) remote meeting or conference call with SJRWMD
- One (1) remote meeting or conference call regarding utility service

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private

development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

CIV-0700 – Construction Services

Construction observation requirements are dependent upon final design and the permit conditions as imposed by Agencies Having Jurisdiction. The scope of required construction observation is not known at this time. CPH shall provide an amendment to the contract for Bidding Assistance and Construction Observation following issuance of permits and coordination with CLIENT.

CIV-0800 – Project Management

CPH will provide project management and support for the project including the following:

- Participation in regular, remote bi-weekly meetings with the CLIENT and other project stakeholders from NTP through Permitting. CPH will utilize the Smartsheet software platform to track the progress of the project from NTP through Close-out including schedules, permitting timelines and project status and notes. Smartsheet reports can be shared with the CLIENT to allow for up to the minute status updates. For the purposes of this scope of work, the total duration of the project shall not exceed 6 months.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-0100	Due Diligence	Lump Sum	\$6,175
CIV-0101	Kickoff & Site Visit	Lump Sum	\$1,175
CIV-0102	Limited Site Check	Lump Sum	\$5,000
CIV-0300	Preliminary Design	Lump Sum	\$11,966
	Preliminary Design Plans	Lump Sum	\$11,966
CIV-0500	Construction Documents	Lump Sum	\$16,635
CIV-0501	Final Site Construction Plans & Calculations	Lump Sum	\$16,635
CIV-0600	Permitting	Lump Sum	\$5,640
	Site Construction Plan Permitting	Lump Sum	\$5,640
CIV-0800	Project Management	Lump Sum	\$4,105
	Project Management	Lump Sum	\$4,105
CIVIL SCOPE TOTAL			\$44,521

3. SCOPE OF WORK CLARIFICATIONS

The Civil scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Additional testing required by the regulatory agencies
- Environmental Site Assessment studies and surveys
- Off-site utility extension analysis and design.
- Off-site storm water analysis and design.
- Off-site roadway or intersection design and production.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Fire Flow and Fire Service Design
- Bidding and Construction Observation/Certification Services
- Meetings with agencies, other consultants or CLIENT not described in the Scope of Services
- Special requests by lending institutions or other parties not described in the Scope of Services
- Assistance with lease negotiation, exhibits, analysis and easements, covenants and restriction documents.
- Permitting efforts relating to obtaining conditional use, special exception, variances or other approvals not described in the Scope of Services.
- Clearing, Grading and Tree Removal/Arbor Permit
- Design of hardscape features including but not limited to structures, fountains, site lighting, special paving, or signage
- Signalization design
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Color Renderings
- Site Signage Design
- Force main design
- Preparation of Impact Fee estimates or Opinions of Probable Cost

EXHIBIT G - LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

1.0 BASIC SERVICES

LAND--300

LAND-0302 – Preliminary Landscape Plan

- CPH will prepare a code minimum preliminary landscape plan for buffers, parking lot and required open space, which will include limited foundation plantings surrounding the pavilions.
- The preliminary landscape plan will be designed in compliance with CLIENT's design criteria and Local Jurisdiction minimum Landscape Code requirements.
- The plan will be drawn to scale over the base provided by the Project Engineer and will indicate design intent, but not be at the construction document level.
- Plant species and specifications will be identified but not plant quantities.

LAND-0303 – Preliminary Hardscape Plan

- CPH will prepare preliminary hardscape drawings for the project site based upon approved site plan by the CLIENT.
- The plan will include the proposed placement of site furnishings such as benches, drinking fountains, trash receptacles, bike racks, and pavilions,. The preliminary hardscape plans also include the location and general schematic design decorative pavers/paving as requested by the client.
- The preliminary hardscape drawings will include preparation of product cut sheets for product option selection by the client.

LAND-0400 – Construction Documents

LAND-0401 – Final Landscape Plan

- Following CLIENT's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the CLIENT.
- This drawing will be a construction document and include a plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements.

LAND-0402 – Irrigation Plan

- Following CLIENT's approval of the Final Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design, CLIENT's design criteria and Local Jurisdiction's minimum requirements.
- This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

LAND-0403 – Final Hardscape Plan

- CPH will prepare final hardscape drawings for the project site upon CLIENT's approval of the preliminary hardscape drawings and authorization to proceed.
- This will include the selection and/or design and detailing of site furnishings such as benches, drinking fountains, trash receptacles, bike racks and pavilions. The final hardscape plans also include the design and detailing decorative pavers/paving a
- The construction hardscape drawings will include preparation of implementation notes as directed by the client.
- Footers or foundations for vertical elements are to be prepared by CLIENT's structural engineer unless said scope is included in this Agreement.

LAND-0500 – Permitting

LAND-0501 – Landscape Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- City of Cocoa Building/Site Permit

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) conference call with city staff for review of comments as necessary

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

LAND-0600 – Construction Services (Not Included)

LAND-0601 – Construction Observation

Construction observation requirements are dependent upon final design and the permit conditions as imposed by Agencies Having Jurisdiction. The scope of required construction observation is not known at this time. CPH shall provide an amendment to the contract for Bidding Assistance and Construction Observation following issuance of permits and coordination with CLIENT.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below:

Task #	Task Name	Fee Type	Fee
LAND-0300	Preliminary Design	Lump Sum	\$5,565
LAND-0302	Preliminary Landscape Plan	Lump Sum	\$2,850
LAND-0303	Preliminary Hardscape Plan	Lump Sum	\$2,715
LAND-0400	Construction Documents	Lump Sum	\$6,455
LAND-	Final Landscape Plan	Lump Sum	\$2,650

0401			
LAND-0402	Irrigation Plan	Lump Sum	\$1,430
LAND-0403	Final Hardscape Plan	Lump Sum	\$2,375
LAND-0500	Permitting	Lump Sum	\$1,355
LAND-0501	Landscape Plan Permitting	Lump Sum	\$1,355
LANDSCAPE SCOPE TOTAL			\$13,375

3.0 SCOPE OF WORK CLARIFICATIONS

The Landscape scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- More than 1 RAI per government agency
- CLIENT requested or any other changes to the site plan originally provided to the Landscape Architect for fee proposal.
- Color Perspectives or Plan Renderings
- Tree Survey
- Any major deviation from the approved preliminary landscape plan will be completed as an additional service.
- As-Built Drawings
- Tree Removal/Protection/Mitigation Plan
- Construction Administration

EXHIBIT H - ARCHITECTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

ARCH-1.0 - Due Diligence

ARCH-1.1 – Jurisdictional Research

CPH shall provide the following due-diligence services:

- CPH shall conduct jurisdictional research relative to building related items.
- CPH shall identify building code and design/technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm code questions and building permit requirements for the proposed use.

ARCH-2.0 – Conceptual Design

ARCH-2.1 - Conceptual Design

CPH shall provide conceptual design services as follows:

- Prepare one (1) conceptual floor plan for the Restroom/Storage Building for CLIENT's consideration. Conceptual floor plans are intended to be working level and not presentation documents. They will be developed only to the level that allows selection of a concept that will satisfy CLIENT's intended program. The Conceptual floor plan shall identify areas for entrances, restrooms, mechanical/utility space, and one storage space (with the principal spaces labeled).
- CPH shall prepare up to two (2) conceptual exterior designs for the CLIENT's consideration. Conceptual designs will convey the exterior form, massing, and materials by way of black and white elevations.
- One (1) revision to the preferred conceptual floor plan after is included in the scope of work.

ARCH-4.0 – Design Development

ARCH-4.1 - Design Development

Following review and approval of Conceptual Design package by the CLIENT, CPH shall prepare Design Development drawings (60% Progress Set). The Design Development drawing package shall at minimum have a cover sheet, drawing index, and the following information.

- Building floor plans showing labeling and dimensioning of rooms/spaces.
- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials and lighting fixtures labeled and scheduled.
- Building roof plans showing drainage design including min. roof slope, membrane and insulation of roofing system and Mechanical equipment with penetrations.
- Elevations showing entrances, window arrangements, doors, exterior materials.
- Interior elevations of primary interior spaces.
- One longitudinal and one transverse building section showing floor-to-floor dimensions, stairs and elevators, typical ceiling heights and general roof construction.
- Exterior wall sections for each exterior wall type showing the roof, wall, elevated floor and floor construction.
- Proposed room finish schedule or plans showing finishes for the floors, bases, walls, and ceilings.
- Code summary and Life Safety Plan.

ARCH-5.0 - Construction Documents

ARCH-5.1 - Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents (100% signed and sealed drawings). Construction documents shall include the following information:

- Floor plans with annotation for doors, windows, partitions, enlarged plan and detail callouts and dimensions as required to document the construction.

- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials, ceiling devices and detail callouts as required to document the ceiling construction.
- Roof plans showing slopes, low points, drains and scuppers, equipment pads and detail callouts as required to document the roof construction.
- Exterior elevations with annotation for materials, heights, fenestration and detail callouts as required to document the exterior envelope construction.
- Interior elevations with annotation for materials, heights, equipment and detail callouts as required to document the interior construction.
- Building sections annotated to indicate the rooms and overall spatial configuration of the building design.
- Wall sections of all primary exterior wall conditions with the roof, wall, fenestration and floor systems indicated and detail callouts as required to document the building construction.
- Interior and Exterior Details as required to document the building construction.
- Room, Occupancy, Finish and Door Schedules as required to document the building construction.
- CPH shall prepare specifications for all sections applicable to the project in fully edited format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

ARCH-6.0 – Permitting

ARCH-6.1 - Bidding Support

CPH shall provide bidding support services to the CLIENT to include the following:

- CPH will assist the CLIENT with review and responses to up to ten (10) bid RFI's during the bidding process.
- CPH will make recommendations to the owner to facilitate bidding and award of the project to a general contractor.
- CPH will assist the CLIENT in the evaluation of the bids and selection of alternate bids.
- CPH will not included product substitutions proposed by the general contractors during bidding.
- CPH will provide one (1) addendum to the construction documents to address bid questions and clarifications.

ARCH-6.2 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit. This submittal may include plans, specifications, renderings and / or calculations.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) rounds of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies.

ARCH-7.0 – Construction Services

ARCH-7.1 – Construction Observation

CPH will provide Limited construction support services to the CLIENT throughout the duration of the project construction period. For the purposes of this scope of work, the construction duration shall be 4 months (16 weeks). The construction support scope of work shall include the following:

- CPH shall review and respond to up to ten (10) Requests for Information (RFI's) from the general contractor. Responses shall be provided within a timely manner as defined on a project basis. RFI's that are due to insufficient or unclear information in the construction documents will not count towards the number of RFI's.
- CPH shall review up to fifteen (15) product submittals and/or shop drawings for conformance with the design intent of the Construction Documents. Responses shall be provided within a timely manner as defined on a project basis.

- CPH shall participate in one monthly virtual OAC meeting per month construction meetings with the owner and contractor for the duration of the construction period. Total of 3 meetings.
- CPH shall attend and conduct one monthly on-site site observation visit per month for the duration of the construction period. These visits shall be coordinated with the owner and contractor based upon the project schedule and progress. Total of 3 meetings.
- CPH shall attend and conduct one final observation / punch out of the project at near completion and provide a punch list of work to be corrected or completed for compliance with the construction documents. Total of 1 meeting.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ARCH-1.0	Due Diligence	Lump Sum	\$840
ARCH-1.1	Jurisdictional Research	Lump Sum	\$840
ARCH-2.0	Conceptual Design	Lump Sum	\$4,815
ARCH-2.2	Conceptual Design	Lump Sum	\$4,815
ARCH-4.0	Design Development	Lump Sum	\$8,660
ARCH-4.1	Design Development	Lump Sum	\$8,660
ARCH-5.0	Construction Documents	Lump Sum	\$19,480
ARCH-5.1	Construction Documents	Lump Sum	\$19,480
ARCH-6.0	Permitting	Lump Sum	\$4,695
ARCH-6.1	Bidding Support	Lump Sum	\$1,825
ARCH-6.2	Building Permitting	Lump Sum	\$2,870
ARCH-7.0	Construction Services	Lump Sum	\$14,424
ARCH-7.1	Construction Observation	Lump Sum	\$14,424
ARCHITECTURAL SCOPE TOTAL			\$52,914

3.0 SCOPE OF WORK CLARIFICATIONS

The Architectural scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Geotechnical studies and additional testing required by the regulatory agencies
- Environmental Site Assessment studies and surveys
- Solar design
- Final color selections will be performed by the Client
- Additional site visits other than those indicated in the proposal.
- Additional bidding or construction RFI's or shop drawing submittals above the number indicated in the proposal.
- Additional punchlist reviews due to the Contractor not being ready for the initial punchlist at Substantial Completion.

EXHIBIT J – MECHANICAL, ELECTRICAL & PLUMBING (MEP) SCOPE OF SERVICES

0100 BASIC SERVICES

In general, this project consists of mechanical, electrical and plumbing (MEP) design for an ADA restroom / storage building at a park in Cocoa Beach.

MEP-0100 – Due Diligence

MEP-0101 - Jurisdictional Research

- CPH shall conduct jurisdictional research CLIENT with respect to MEP related items.
- CPH shall identify building code, design and technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm jurisdictional requirements for the proposed improvements.

MEP-0200 - Construction Documents

MEP-0201 - Construction Documents

Following approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Construction documents shall include the following information. It is assumed that there will be two CLIENT reviews at approximately 75% and 95% of Construction Document completion.

Plumbing Drawings:

- Floor plans, including layout and fixtures, equipment and major piping runs.
- Riser diagrams for waste and vent lines.
- Riser diagrams for domestic cold and hot water lines.
- Plumbing fixture schedule.

Mechanical Drawings:

- Floor plan(s) showing major equipment locations.
- Mechanical details as required to document the building mechanical design.
- Single line schematic flow and riser diagram(s) as required to document the building mechanical design.
- Control diagrams as required to document the functional operation of the building mechanical design.
- Mechanical Schedules as required to document the building mechanical design.

Electrical Drawings:

- Floor plans showing lighting and power distribution equipment.
- Single-line diagram of power distribution, including normal power, emergency power, and UPS.
- Circuit layout of lighting control system.
- Electrical Details as required to document the building electrical design.
- Site plan, indicating service locations and site lighting. Design of primary utility feeds and onsite transformers are not included in the scope of this contract. Note that site lighting is limited to the area immediately around the building.
- Layout of electrical equipment spaces.
- Electrical schedules as required to document the electrical design.

Specifications:

- CPH shall prepare specifications for all sections applicable to the project in fully edited format. Specifications will be in sheet format on the drawings unless specifically indicated otherwise in this scope of work.

MEP-0300 – Permitting

MEP-0301 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) round of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies

MEP-0400 – Construction Services

MEP-0401 – Construction Observation

CPH will provide Limited construction support services to the CLIENT throughout the duration of the project construction period. For the purposes of this scope of work, the construction duration shall be 6 months (24 weeks). The construction support scope of work shall include the following:

- CPH shall review and respond to up to five (5) Requests for Information (RFI's) from the general contractor. Responses shall be provided within a timely manner as defined on a project basis. RFI's that are due to insufficient or unclear information in the construction documents will not count towards the number of RFI's.
- CPH shall review up to five (5) product submittals and/or shop drawings for conformance with the design intent of the Construction Documents. Responses shall be provided within a timely manner as defined on a project basis.
- CPH shall conduct a final observation / punch out of the project at near completion and provide a punch list of work to be corrected or completed for compliance with the construction documents.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
MEP-0100	Due Diligence	Lump Sum	\$2,500
MEP-0200	Construction Documents	Lump Sum	\$21,470
MEP-0300	Permitting	Lump Sum	\$1,175
MEP-0400	Construction Services	Lump Sum	\$3,640
MEP SCOPE TOTAL			\$28,785

3.0 SCOPE OF WORK CLARIFICATIONS

The MEP scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Any non-MEP engineering disciplines or architectural design is excluded from this portion of this proposal, but can be provided later under a separate proposal.
- As-built or record drawings after the completion of the project are not included, but can be added later under a separate proposal.

- Models, Renderings and/or Color Presentation Boards not noted as included in the Basic Services.
- Meetings with the governing jurisdiction(s).
- Changes to the site, floorplan or scope after commencement of MEP design. This includes any changes to the desired HVAC, electrical and plumbing systems / equipment after commencement of MEP design.
- Mitigation of any hazardous materials discovered at this site are excluded from this proposal.
- Changes to the drawings due to unknown and/or unforeseeable existing conditions. This includes any utilities that are buried, concealed or otherwise not visible from grade or are not documented in Owner-provided drawings or other documentation.
- Changes to the drawings after their completion due to changes by the CLIENT or Owner.
- Construction Estimating, Construction Scheduling and Value Engineering services are not included as part of this proposal.
- Site visits, virtual meetings or in-person meetings at the Owner, Project, Contractor, or CLIENT sites beyond those specifically called out in the Basic Services are not included in this proposal.
- Any telecommunications, backbone / "front end" design (including, but not limited to telephone, internet, cable television, etc.), fire / security alarm, and fire protection (sprinkler and sprinkler riser) design are excluded from this proposal.
- Offsite utility extension design is not included in this proposal. It is assumed that existing water, sewer and electrical services to the site will be adequate for the proposed use.
- Site lighting outside of the areas immediately around the remodeled building (including, but not limited to parking lots, driveways, walkways, and other buildings on this site) are not included in this proposal.
- Alternative Systems/Design Evaluation & Analysis is not included in this proposal.
- Permit, plan review or AHJ inspection fees are excluded from this proposal.
- Design and permitting efforts relating to obtaining variances are excluded from this proposal.
- Design for alternative energy sources (solar, wind, geothermal) is excluded from this proposal.

EXHIBIT K - STRUCTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

STR-0100 – 60% Construction Documents

STR-0101 - 60% Construction Documents

Following review and approval of Conceptual Design package by CLIENT, CPH shall prepare 60% Construction Documents. The 60% Construction Documents Submittal shall at minimum have a cover sheet, drawing index, and the following information.

The 60% Construction Documents drawing package shall include the following information.

- Demolition plans, if applicable
- Preliminary structural framing layouts for Restroom (floor and roof systems)
- Lateral load-resisting system concepts (shear walls, braced frames, or moment frames)
- Coordination with architectural, mechanical, and civil disciplines to confirm integration of structural systems
- Structural sections, details and schedules.

STR-0200 – 90% Construction Documents

STR-0201 - 90% Construction Documents

Following review and approval of Conceptual Design package by CLIENT, CPH shall prepare 90% Construction Documents. The 90% Construction Documents Submittal shall at minimum have a cover sheet, drawing index, and the following information.

The 90% Construction Documents drawing package shall include the following information.

- Demolition plans, if applicable
- Structural plans (foundations, floor framing, roof framing, and lateral systems)
- Structural schedules and general notes
- Structural details for connections, framing, and load-bearing elements
- Coordination with other disciplines to ensure consistency and constructability
- Structural sections, details and schedules.

STR-0300 – 100% Construction Documents

STR-0301 - 100% Construction Documents

Following review and approval of Conceptual Design package by CLIENT, CPH shall prepare 100% Construction Documents. The 100% Construction Documents Submittal shall at minimum have a cover sheet, drawing index, and the following information.

The 100% Construction Documents drawing package shall include the following information.

- Demolition plans, if applicable
- Structural plans (foundations, floor framing, roof framing, and lateral systems)
- Structural schedules and general notes
- Structural details for connections, framing, and load-bearing elements
- Coordination with other disciplines to ensure consistency and constructability
- Structural sections, details and schedules.

CPH shall prepare specifications for all sections applicable to the project in fully edited format. Specifications may be in sheet or book format at the option of CPH unless specifically indicated otherwise in this scope of work.

STR-0400 – Permitting

STR-0401 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit and one (1) signed and sealed permit submittal for the state or local health department. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) round of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies

STR-0500 – Construction Services

STR-0501 – Construction Observation

Construction observation requirements are dependent upon final design and the permit conditions as imposed by Agencies Having Jurisdiction. The scope of required construction observation is not known at this time. CPH shall provide an amendment to the contract for Bidding Assistance and Construction Observation following issuance of permits and coordination with CLIENT.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
STR-0100	60% Construction Documents	Lump Sum	\$7,125
STR-0101	60% Construction Documents	Lump Sum	\$7,125
STR-0200	90% Construction Documents	Lump Sum	\$6,105
STR-0201	90% Construction Documents	Lump Sum	\$6,105
STR-0300	100% Construction Documents	Lump Sum	\$5,450
STR-0301	Construction Documents & Specs.	Lump Sum	\$5,450
STR-0400	Permitting	Lump Sum	\$3,085
STR-0401	Building Permitting	Lump Sum	\$3,085
STRUCTUTRAL SCOPE TOTAL			\$37,880

3.0 SCOPE OF WORK CLARIFICATIONS

The Structural scope of work shall be as indicated within this exhibit. Foundation designs shall be limited to typical shallow foundations unless clearly indicated otherwise in this scope of work. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Geotechnical studies and additional testing required by the regulatory agencies
- Environmental Site Assessment studies and surveys
- Off-site utility extension analysis and design.
- Off-site storm water analysis and design.
- Off-site roadway or intersection design and production.
- Boardwalk Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
- Seismic Engineering
- Value Engineering
- Geotechnical and/or Subsurface Exploration and/or Engineering
- Interior Design
- Health Department Submittal if Required
- Environmental Surveying and/or Reporting
- Surveying Building or Land
- Specialty Engineering (i.e. Light gauge design, Truss design, etc.)
- Fire Protection Calculations/Fire Protection Engineering
- Grease Trap Design and Engineering
- Models, Renderings and/or Color Presentation Boards not noted as included above
- Any Engineering not specifically listed as included above
- Meetings with the governing jurisdiction(s)
- Changes to the drawings due to unknown and/or unforeseeable existing conditions
- Changes to the drawings after their completion due to changes by the client
- Bidding and/or Negotiation with Contractors
- Kitchen design and/or equipment specification
- Purchasing of kitchen equipment and/or other fixtures
- Landscape and/or Irrigation Design
- Site Electrical and/or Site Lighting Design
- Signage design or graphic design
- Low Voltage Systems such as Security Alarm, IT Services, Intercom or Sound System
- FF&E and Custom Millwork
- Site Planning
- Specialty and Theatrical Lighting and/or Controls
- Exterior Improvements such curb cuts, steps, ADA Ramps, parking and/or restriping
- Space Planning
- Surveying and/or evaluation of radio signal strength within the proposed building, including but not limited to radio signals for emergency personnel.
- Design and/or engineering of a two-way radio communication enhancement system or other communication system including but not limited to those use by emergency personnel.

OCEAN BEACH BLVD



COCOA BEACH
CONCEPT PLAN
ADA BEACHFRONT PARK



City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Taylor Mottolo, Project Manager
Brad Kalsow, Director of Water Reclamation

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Approve the proposal Task Order #7 provided by Kimley-Horn in the amount of \$87,584.00 for surveying, engineering and conceptual design of Minutemen Shoreline Erosion Project Phase II. This is a budgeted capital item.

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

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted capital item.

BACKGROUND:

The proposal is for professional services to analyze the seven (7) project areas and develop conceptual designs for improved shoreline stability. There are multiple major utilities that run down Minutemen Causeway that will be affected if the shorelines are not stabilized. The project areas are as follows:

Along the northern shoreline of the Causeway:

- Project Area 1: 80± feet between Crystal River Drive and Bougainvillea Drive
- Project Area 2: 420± feet between Azalia Drive and the entrance to the Lutheran Church of the Resurrection
- Project Area 3: 290± feet between the entrance to the Lutheran Church of the Resurrection and Cedar Avenue

Along the southern shoreline of the Causeway:

- Project Area 4: 150± feet immediately west of La Riviera Road
- Project Area 5: 100± feet between La Riviera Road and Deleon Road
- Project Area 6: 90± feet between Cipola Road and Boca Ciega Road
- Project Area 7: 30± feet between Sunset Drive and N Brevard Avenue

**City of Cocoa Beach Task Order #7
Kimley-Horn and Associates, Inc.
Minutemen Causeway Shoreline Stabilization
Phase 2 Conceptual Design**

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

PROJECT UNDERSTANDING

The City engaged Kimley-Horn in February 2024 for preliminary tasks of the Minutemen Causeway Shoreline Stabilization project (Task Order #1), and initiated Task Order #5 in May 2025 for full design, permitting and construction phase services for the three project areas. Kimley-Horn understands that the City is experiencing erosion along Minutemen Causeway in seven additional identified project areas of shoreline fronting Minutemen Causeway right-of-way (shown visually in **Exhibit A** as part of this proposal). Project areas were identified during an onsite meeting on November 18, 2025 between City staff, Kimley-Horn and Coastal Technology Corporation (“Coastal Tech”). The Project areas are as follows:

Along the northern shoreline of the Causeway:

- Project Area 1: 80± feet between Crystal River Drive and Bougainvillea Drive;
- Project Area 2: 420± feet between Azalia Drive and the entrance to the Lutheran Church of the Resurrection; and
- Project Area 3: 290± feet long between the entrance to the Lutheran Church of the Resurrection and Cedar Avenue.

Along the southern shoreline of the Causeway:

- Project Area 4: 150± feet immediately west of La Riviera Road;
- Project Area 5: 100± feet between La Riviera Road and Deleon Road;
- Project Area 6: 90± feet between Chipola Road and Boca Ciega Road; and
- Project Area 7: 30± feet between Sunset Drive and N Brevard Avenue.

The City has requested a proposal for professional services to analyze the seven (7) project areas and develop conceptual designs for improved shoreline stability. It is our understanding that the expected conceptual design alternatives are; (a) continued monitoring with no immediate further action, (b) a rock rip rap revetment, (c) a living vegetated shoreline and sill, and/or (d) a sheet-pile bulkhead. Based on the provided available survey data for the identified project areas, additional surveying services will be needed to develop the requested conceptual designs; this has been included within the Scope of Services below.

SCOPE OF SERVICES

The following work shall be provided by Kimley-Horn and their subconsultants:

Task 1 – Project Management

Kimley-Horn will perform project management and coordination services as outlined below:

- a) Attend one (1) site visit with City staff and Coastal Tech to observe existing site conditions within the project areas and discuss the task order request.
- b) Attend up to two (2) Pre-Application meetings (virtual) for the project; it is anticipated to include one (1) meeting with the U.S. Army Corps of Engineers (USACE) and one (1) meeting with St. Johns River Water Management District (SJRWMD).
- c) Attend up to two (2) additional meetings (in person or virtual) with the City.

- d) Coordination efforts with the project subconsultants (Coastal Tech and Allen Engineering, Inc.) on project deliverables, status, schedule and questions posed by the City.
- e) Project invoicing and accounting services to be provided by Kimley-Horn. This task assumes the project administration and clerical scope of work be performed over a period of 6 months.

Task 2 – Conceptual Design

Kimley-Horn will engage a subconsultant to perform the following services:

- a) Information Review
 - a. Subconsultant will review existing documents provided by the City, including historical and updated survey data to assess shoreline conditions, shoreline change rates, and the adjacent canal dredging history. Subconsultant will confer with City on their objectives and any specific design criteria.
- b) Site Visit
 - a. Subconsultant will perform a site visit to photo-document and observe existing conditions within the Project areas. No in-water observations will be made.
- c) Conceptual Design Drawings
 - a. Subconsultant will prepare conceptual design Drawings for each alternative including typical plan-view and cross-section details.
 - b. The conceptual design drawings will include the proposed location of the rip rap revetment and sheet pile wall alternatives and the location of the mean high water line and existing vegetation as provided by the City.
 - c. This task also includes preliminary calculations for sheet thickness and depth of penetration for proposed sheet pile bulkhead alternative. Final design calculations are not included in this scope of services but can be provided under separate authorization from the City at the time of final design.
- d) Pre-Application Meetings
 - a. Subconsultant will set up and lead teleconference preapplication meetings with U.S. Army Corps of Engineers (USACE) regulatory staff and separately with St. Johns River Water Management District (SJRWMD) regulatory staff.
 - b. The pre-applications meetings are anticipated to present the alternatives per results of Task 1(a) through Task 1(c) and discuss and identify for each alternative:
 - i. USACE and SJRWMD permitting requirements – including alternatives that are (a) exempt from permitting, (b) qualify for a Nationwide permit, and (c) require an permit including the associated permit form and permitting process; any expected permit requirements for mitigation and potential means.
- e) Conceptual Opinion of Probable Costs
 - a. Subconsultant will prepare a Conceptual Design level opinion of probable design, permitting and construction costs (OPC) for each alternative.
- f) Summary Report Letter
 - a. Subconsultant will prepare a draft letter report summarizing results of Task 2(a) through and Task 2(e), identifying the alternative that appears to best meet the City's objectives and criteria.
 - b. Subconsultant will meet with Kimley-Horn and the City to review the draft letter report, conclude the alternative that (a) best meet the City's objectives and criteria, and (b) may be subsequently advanced under separate City authorization.
 - c. Subconsultant and City will discuss warranted revisions to the letter report and Subconsultant will revise the letter report to reflect the alternatives determined to best meet the City's objectives and criteria.

Task 3 – Surveying Services

Kimley-Horn will engage a subconsultant to perform the following services:

Subconsultant will prepare an updated existing conditions survey in compliance with Chapter 5J-17 F.A.C., pursuant to Chapter 472-027 F.S., sufficient for the development of the subject parcel. The survey will include the following:

- a) Locate all existing improvements within the limits of the survey areas shown in **Exhibit A**, including but not limited to buildings, paving, drainage facilities, fences, all above ground utilities and any indication of underground utilities that are visible.
- b) Elevations will be obtained over the area required to establish ground contours on 1.0 foot intervals.
- c) Subconsultant will perform a partial bathymetric survey to obtain the elevations of the bottom of the canals in specified locations.
- d) Cross-sections every twenty-five (25) feet where obtainable. Some areas may be inaccessible to obtain the appropriate distance on the cross-sections.
- e) Limits of vegetation and mangroves, as well as palm trees within the survey area, will be located and added to the survey.
- f) Locate the Right-of-Way along Minuteman Causeway and property lines adjacent to the survey areas shown in Attachment A. A complete boundary survey is not included in the fee.
- g) Locate the limits of the safe upland line/original high water line per the Florida Department of Environmental Protection (FDEP).

Information Provided by the City

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

- Reasonable access to the site(s).
- Copies of previous reports, analyses or studies completed by the City or their assigns in relation to this request.
- Available CAD files, plans, and/or as-built documents for identified Project Areas
- Communication with adjacent property owners regarding field work/data collection
- Signatures on necessary documents required to schedule pre-application meetings identified in the above scope of services.

Additional Services

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

- Pre-application Conferences with agencies other than those identified in the scope of services.
- Final Design Plans.
- Project Specifications.
- Permitting Application Preparation and/or Submittals.
- Bidding Services.
- Construction Phase Services.
- Geotechnical Engineering.
- Environmental services, including but not limited to threatened and endangered species, wetlands delineation, or regulated solid wastes.
- Surveying services other than scope identified.

- Any services not specifically described in the above scope of services.

SCHEDULE

Kimley-Horn will provide the services described in the above scope within a mutually agreed upon schedule.

BASIS OF COMPENSATION

Services under this Work Order in **Tasks 1-3** will be provided for a total **lump sum fee** of **\$87,584**, in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa Beach and Kimley-Horn, dated December 14, 2023. A breakdown of fee is provided in the table below.

Task	Description	Fee
1	Project Management	\$13,070
2	Conceptual Design	\$38,804
3	Surveying Services	\$35,710
Total:		\$87,584

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

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

Please email all invoices to _____

ACCEPTED:

THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Kinan Husainy

TITLE: _____

TITLE: Senior Associate

DATE: _____

DATE: 1/19/2026

EXHIBIT A



TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Minutemen Causeway Shoreline Stabilization Phase 2 Conceptual Design
CLIENT: City of Cocoa Beach
KHA PM: Alyssa Colby, P.E.

SHEET: 1 of 1
DATE: 1/19/2026

		DIRECT LABOR (MAN-HOURS)										
		Senior Engineer	Project Manager	Project Engineer	Analyst II	Analyst I	Administrative	Clerical		MAN HOURS	SUB (\$)	LABOR TOTAL
Task	DESCRIPTION	\$340.00	\$285.00	\$265.00	\$205.00	\$180.00	\$145.00	\$120.00				
1.0	Project Management											
			18		26		18			62.0		\$ 13,070
		0	18	0	26	0	18	0	0	62.0		\$ 13,070

Kimley-Horn and Associates, Inc.
Cocoa Beach - Minutemen Causeway Shoreline Stabilization

Estimated Fees and Schedule
December 29, 2025

Notice to Proceed (receive survey)				Coastal Tech									
				Principal Engineer	Senior Engineer	Engineer III	Engineer II	CADD	Total Fees	Direct Costs		Subtask	Task
January 15, 2026			Task Description	\$240	\$225	\$145	\$135	\$120		Amount	Description	Sub- Total	Total
Start	Finish	Days											
15-Jan-26	26-Mar-26	70	1 - Conceptual Design										\$38,804
15-Jan-26	29-Jan-26	14	1a - Information Review	3	7		14	20	\$6,585			\$6,585	
29-Jan-26	5-Feb-26	7	1b - Site Visit	1	2		14		\$2,580	\$89	Mileage	\$2,669	
5-Feb-26	19-Feb-26	14	1c - Conceptual Design Drawings	3	7		21	84	\$15,210			\$15,210	
19-Feb-26	5-Mar-26	14	1d - Pre-Application Meetings	2	4		16		\$3,540			\$3,540	
5-Mar-26	12-Mar-26	7	1e - Conceptual Opinion of Probable Costs	1	2		14	7	\$3,420			\$3,420	
12-Mar-26	26-Mar-26	14	1f - Summary Letter Report	4	8		28	7	\$7,380			\$7,380	
			Total Hours:	14	30	0	107	118	269				
			Total Fees:	\$3,360	\$6,750	\$0	\$14,445	\$14,160	\$38,715	\$89		\$38,804	\$38,804

Kimley-Horn

Re: Minutemen Causeway Shoreline Erosion Project - Surveying Services

The survey data obtained will be illustrated on survey drawings prepared in AutoCAD (.dwg) format (2018 or later).

Schedule

Survey work will be scheduled to begin upon receiving notification of your acceptance of this offer.

The fee breakdown for this proposal is as follows:

Professional Land Surveyor –	11 hours @ \$150.00	= \$ 1,650.00
Survey Technician –	80 hours @ \$110.00	= \$ 8,800.00
Survey Crew –	72 hours @ \$160.00	= \$11,520.00
CADD Specialist –	64 hours @ \$ 95.00	= \$ 6,080.00
Bathymetric Survey –	3 Days @ \$1,500.00	= \$ 4,500.00
10% Contingency	Lump Sum	= <u>\$ 3,160.00</u>
		Total = \$35,710.00

We have prepared this proposal based on the following assumptions and conditions:

- A. Any printing or express mail charges are a direct expense to the client and are not a part of this proposal.
- B. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared prior to the continuation of work by AEI.
- C. Fee does not include dealings with government agencies.
- D. Areas on site will be accessible and crews will be able to move about freely to complete work in a reasonable manner.
- E. Survey fee is based on information already received. Additional information may require a fee adjustment.
- F. Survey fee does not include stakeout.
- G. Fee assumes that either the Client or the City of Cocoa Beach will notify adjacent property owners of the upcoming survey work prior to Allen Engineering being on site.
- H. Any items not listed above will be done on an hourly basis.

If any wetland location, environmental surveys, zoning, variance, construction surveying, as-built surveys, or off-site work is required over and above the items previously listed, it will be done on an hourly basis at the following listed rates. These rates will be good for one (1) year from the proposal date.

Project Manager	160.00 per hour
Registered Surveyor	150.00 per hour
Survey Technician	110.00 per hour
Survey Crew	160.00 per hour
CAD Specialist	95.00 per hour

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Keith Capizzi

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Discuss changing the City seal by removing the “Jewel of the Space Coast” and replacing it with “East Coast Surfing Capital.”

Staff Representative: Keith Capizzi, Mayor

Recommended: Discuss and provide direction to the City Attorney regarding the drafting of an ordinance related to the proposed change.

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

...

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Wes Mullins, Chief of Police

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Discuss and provide direction for staff regarding the 2026 Cocoa Beach Airshow, including a request for in-kind sponsorship, and preliminary direction for the 2027 Cocoa Beach Airshow. This is an unbudgeted item.

Staff Representative: Wes Mullins, City Manager

Recommendation: Provide direction

IS THIS ITEM BUDGETED (IF APPLICABLE)?

not budgeted

BACKGROUND:

x

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

February 5, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1711 on first reading - an ordinance of the City of Cocoa Beach, Florida, Regulating temporary signs; amending Section 5-04. Prohibited Signs - to revise sign types allowed to be displayed in public rights-of-way; providing findings; providing for conflicts; codification; and an effective date.

Staff Representative: David Dickey, Development Services

Recommendation: Adopt on First Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n.a.

BACKGROUND:

At its January 15, 2025 meeting, the city commission heard public comments regarding the important role of real estate open house signs (a type of temporary sign).

Discussion ensued about the need to revise the sign ordinance to allow for more flexible hours for the display of temporary signs in public rights-of-way. At the conclusion of public input and council discussion, staff was directed to place a 30-day moratorium on enforcing the city's sign code provisions related to temporary signs, and to draft code language to address discussed concerns.

In conjunction with the city attorney's office, Ordinance 1711 has been prepared to allow temporary signs to be erected within public rights-of-way between the hours of 10 AM and 4 PM, Saturdays and Sundays. By limiting eligible hours, stated concerns will be addressed, clutter within the rights-of-way will be minimized, and enforcement will be streamlined. As proposed, temporary signs can be a maximum of four (4) feet in height, must be five feet from the edge of pavement or face of the curb, and cannot exceed three (3) signs per property.

ORDINANCE 1711

AN ORDINANCE OF THE CITY COCOA BEACH, FLORIDA, REGULATING TEMPORARY SIGNS; AMENDING SECTION 5-04. PROHIBITED SIGNS – TO REVISE SIGN TYPES ALLOWED TO BE DISPLAYED IN PUBLIC RIGHTS-OF-WAY; PROVIDING FINDINGS; PROVIDING FOR CONFLICTS; CODIFICATION; AND AN EFFECTIVE DATE

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

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, finds it in the public interest to amend the list of prohibited signs allowed to be displayed in public rights-of-way due to its significant interests in preserving pedestrian and vehicular safety, preventing congestion and obstruction of rights-of-way and sidewalks, maintaining safe convenient access for vehicles, pedestrians and bicycles, and preserving aesthetics and quality of life; and

WHEREAS, the Supreme Court in *Reed v. Town of Gilbert* (2015) found that any regulation requiring a reading of a sign to determine its category was content based and subject to strict scrutiny and are “presumptively unconstitutional” because they treat speech differently based on the topic discussed.

WHEREAS, the Supreme Court in *City of Austin v. Reagan National Advertising of Austin, LLC* (2022), ruled that regulations distinguishing between on-premise and off-premise signs are content-neutral even if an official must read a sign to determine its location-based classification.

WHEREAS, upon consideration, the City Commission has determined that the reasonable and limited use of temporary signage within public rights-of-way are narrowly tailored to address governmental interests;

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

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

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

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

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

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

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

Adopted by the City Commission on this ____ day of ____ 2026.

CITY OF COCOA BEACH

Keith Capizzi,
Mayor-Commissioner

ATTEST:

Karin Grooms, City Clerk

Section 5-04. Prohibited signs.

The following signs are prohibited.

- A. Blinking or flashing signs that have not been approved by FDOT or that do not conform to the Manual on Uniform Traffic Control Devices (MUTCD).
- B. Signs on seawalls, docks or retaining walls, except informational noncommercial signs indicating No Wake, Manatee Zone, or similar messaging, provided the sign area does not exceed four (4) square feet and the height is no greater than five (5) feet above the water line.
- C. Signs on fences or free standing walls.
- D. Snipe signs and any sign attached to trees or utility poles, or other structures not intended to support signs.
- E. Portable signs, except as may be used by a government agency to convey public safety messages.
- F. Obscene signs.
- G. Signs on public property except those erected by a governmental agency having jurisdiction.
- H. Backlit awning signs.
- I. Discontinued signs.
- J. Roof signs, except in compliance with section 5-15.
- K. Signs that emit a sound, odor or visible material, such as smoke or steam.
- L. Abandoned or dilapidated signs.
- M. Signs in violation of the Florida Building Code.
- N. Flag signs, pennants, searchlights, twirling signs, balloons or inflatable signs, except as may be expressly permitted pursuant to the special event permitting procedures.
- O. Signs with optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion.
- P. Any sign which is located, constructed, or maintained in such a way that such sign may be confused with or interfere with official traffic signs, signals, or devices placed by any governmental agency having jurisdiction of the right-of-way or which may obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
- Q. Signs or displays within the right of way except for signs which meet the following criteria:

(1) ~~Directional~~ Signs may be located in the city right-of-way to direct traffic to special events, garage sales and real estate model homes and open houses, subject to the following criteria:

a. Size and construction—

- i. ~~Special event and garage sale signs. Special event and garage sale directional~~ Signs may not exceed four square feet. Signs shall be constructed of either durable, low-impact materials, such as lightweight metal, plastic or wood products, or —
- ii. ~~Model home and open house signs. Model home and open house directional signs may not exceed four square feet and shall be constructed of metal or similar durable material, principally supported by a freestanding frame placed in the ground. Industry sponsored, multilocation real estate competitions shall be considered special events for the purposes of this subsection.~~

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- b. Maximum height. The height of the sign, measured from the ground to the top of the sign, shall not exceed four feet.
 - c. Setback. Signs shall be set back at least five feet from the edge of pavement or the face of curb where applicable. Signs shall not be located closer than 25 feet from any intersecting right-of-way lines and shall not be placed in the median.
 - d. Time limitation. Signs may be displayed ~~between the hours of 10 AM and 4 PM, Saturday and Sunday for a maximum of eight (8) hours in any 24 hour period~~only during actual hours of operation.
 - e. Maximum number. A maximum of three signs ~~with the same or similar message~~per each event location may be posted pursuant to this subsection. One sign per named roadway may be posted; ~~to direct traffic to the subject location.~~ However, along highways of four lanes or more, a maximum of two signs may be posted, one for each traveled direction. ~~Subsequent signs may be posted at a change of direction.~~

R. Signs on vehicles which project from the vehicle.

(Ord. No. 1649, § 2(Exh. A), 10-1-2020)

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- O. Signs with optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion.
- P. Any sign which is located, constructed, or maintained in such a way that such sign may be confused with or interfere with official traffic signs, signals, or devices placed by any governmental agency having jurisdiction of the right-of-way or which may obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
- Q. Signs or displays within the right of way except for signs which meet the following criteria:
 - (1) Directional signs may be located in the city right-of-way to direct traffic to special events, garage sales and real estate model homes and open houses, subject to the following criteria:
 - a. Size and construction—
 - i. Special event and garage sale signs. Special event and garage sale directional signs may not exceed four square feet. Signs shall be constructed of either durable, low-impact materials, such as lightweight metal, plastic or wood products, or .
 - ii. Model home and open house signs. Model home and open house directional signs may not exceed four square feet and shall be constructed of metal or similar durable material, principally supported by a freestanding frame placed in the ground. Industry sponsored, multilocation real estate competitions shall be considered special events for the purposes of this subsection.

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