Meeting Agenda
Thursday, February 19, 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.cityofcocoabeach.com

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

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

Speaking Courtesy Rules:

- The Commission accepts relevant comments.
- A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes.
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the entrance of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration.
- Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone.

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

Appealing a Decision:

Any person desiring to appeal any decision made by the City Commission, with respect to any matter considered at such a meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

American with Disabilities Act:
ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance

2. Invocation by Keith Capizzi, Club Zion.

3. Roll Call

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

C. SPECIAL PRESENTATIONS

1. Ancient Order of Hiberians Proclamation

2. Swear in Police Chief Kris Kuehn
Staff Representative: Wes Mullins, City Manager

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

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the February 5, 2026, Commission Meeting Minutes
   Staff Representative: City Clerk Department
   Recommendation: Approve

2. **Board Appointment:**
   Fire Pension — Reappoint Michelle Flynn for term to be completed April 2027
   Fire Pension — Reappoint AJ Anderson for term to be completed May 2028.
   Police Pension - Reappoint Tommy Blair for term to be completed April 2027
   Recommendation Approve.

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. NEW BUSINESS

1. Approve Ordinance 1709 on first reading —An ordinance of the City of Cocoa Beach, Florida, relating to municipal impact fees; creating a New Article XIII, "Impact Fees" in Chapter 2 "Administration of the Code of Ordinance of the City of Cocoa Beach, establishing police, fire, and public facility impact fees based on the 2026 municipal impact fees study prepared by Raftelis Financial Consultants, Inc; Providing for findings; directing the provision of notice of impact fee rates; providing for conflicts, codification, severability, liberal construction, and an effective date.
   Staff Representative: David Dickey, Development Services
   Recommendation: Approve on First Reading

2. Approve the agreements relating to Golf Muck Capping Project:

   - Contract with J.F. Brennan Company Inc, in the amount of $33,499,900
   - SOIRL Agreement 20-168 Amendment 4
   - Reassign the contract over to Brevard County Natural Resources for the project administration

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

3. Approve a three-year renewal of the Mutual Aid Agreement between the Brevard County Sheriff, Brevard County law enforcement agencies, and the City of Cocoa Beach; authorizing the Chief of Police to sign the agreement. The renewal would expire on December 31st, 2029.
   Staff Representative: Kris Kuehn, Police Chief
   Recommendation: Approve

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

L. ADJOURNMENT

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Manager / Carrie Lombardo, Executive Assistant

MEETING DATE February 19, 2026

REQUESTED MOTION/ACTION
Ancient Order of Hiberians Proclamation

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
Proclamation -Ancient Order of Hiberians

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
February 5, 2026

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance

2. Invocation by Pastor Keith Capizzi, Club Zion

3. Roll Call

Commission Members Present:
Mayor Keith Capizzi
Vice-Mayor Skip Williams
Commissioner Joshua Jackson
Commissioner Tim Tumulty
Commissioner Jeremy Hutcherson

Administrative Members Present:
City Attorney Becky Vose
City Manager Wes Mullins
City Clerk Karin Grooms
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Executive Assistant City Manager Carrie Lombardo
Engineering Gary Basham
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Chief Justin Grimes
Fire Deputy Chief, Steve Lea
BTR Clerk Christin Harris
Project Manager Taylor Mottolo
Grant Coordinator Tiffany Majors
Police Chief Kris Kuehn
Police, Major Joseph Versaggi
Police, Major Manny Hernandez
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow

B. APPROVAL OF THE AGENDA

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

MOTION BY WILLIAMS/TUMULTY
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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.

Ms. Janice Scott welcomed the commission and the staff to the meeting. She congratulated the city manager on his new role as well congratulated Chief Kuehn on his new role of Police Chief.

D. STAFF REPORTS AND ANNOUNCEMENTS

City Manager Wes Mullins provided updates on the following items:

- Vulnerability Assessment Outreach meeting is scheduled for the Tuesday, February 10th and will be open to the public.
- America 250 plans include a July 3rd celebration featuring a carnival on Minutemen Causeway, a kids' zone, and a drone show.
- The pool liner replacement remains under construction and is on schedule.
- The Holiday Boat Ramp has reopened; however, the Bicentennial Boat Ramp remains closed pending permitting requirements.
- Sewer repairs on South Atlantic Avenue have been completed. The next area scheduled for repairs is the North Publix area.

Mayor Capizzi inquired about the status of the Bicentennial Boat Ramp. Mr. Mullins responded that the delay is due to the requirement for seagrass buoys from the St. Johns River Water Management District.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The city attorney had nothing to report.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson spoke about the construction of the Holiday Lane boat ramp and thanked the staff and noted the project as a case study for future projects.
Mayor Capizzi noted the cost difference from budgeted to the actual cost of the ramp repairs.

Mayor Capizzi mentioned his recent Tallahassee trip with the City Manager and Mr. Kalsow. He noted being there for the fire station, sewer lines and funds for the city. He noted the city manager and noted working with the city manager.

G. CONSENT AGENDA

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi inquired about the cost regarding the budget, Vice-Mayor Williams confirmed the cost was under budget.

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

MOTION BY HUTCERHSON/TUMULTY
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi stated that he spoke with Mr. Kalsow and requested that staff explore the possibility of installing docks on both sides of the Minutemen canals to allow residents to boat into the downtown area. Vice Mayor Williams noted concerns regarding water depth, and Mayor Capizzi referenced the size of boats as a related consideration.

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.

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO DISCUSS
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Discussion was held regarding the City’s branding, logo, and tagline, with specific reference to the inclusion of “space” as a defining element.

Mayor Capizzi stated that he was not proposing additional spending but emphasized the importance of accurately describing what the City represents. He noted his research into Cocoa Beach’s identity, referencing the City as the East Coast Surf Capital, and stated that the branding should embody what defines the City and what draws people to the area. He referenced events and figures such as Surfing Santas, Ron Jon, and Kelly Slater, noting the intent to select branding that reflects the City’s character. He explained the thought process behind the discussion and noted that an online survey showed a 10-to-1 preference for “East Coast Surf Capital.”

Vice Mayor Williams acknowledged the significance of surfing as a draw but emphasized Cocoa Beach as the jewel of the Space Coast, noting its multifaceted nature, including space, surfing, business, beaches, the river, boating, kite surfing, restaurants, bars, and City staff contributing to a safe community. He stated that the City brings in a majority of Tourist Development Council funds and referenced property values. He expressed opposition to changing the branding for those reasons and cited survey data and statistics. He mentioned the possibility of placing the matter on a ballot.

Mayor Capizzi reiterated that he had conducted research on the topic and acknowledged the survey results. He also referenced the potential of placing the issue on a ballot.

Commissioner Jackson stated that space is a centerpiece of the City's identity and that surfing is also an important part of the community. He suggested focusing less on the tagline wording and more on future-looking elements, including updating icons rather than verbiage, and referenced replacing the shuttle imagery.

Commissioner Tumulty stated that Cocoa Beach's growth was driven by the space program, not surfing, noting that population growth resulted from the space industry. He emphasized that Cocoa Beach is part of the Space Coast and always will be, referencing launches, upcoming Starship activity, and the uniqueness of the area on a global scale.

Commissioner Hutcherson noted that there are only two places where humans have left the planet, emphasizing the significance of space to the City's identity.

The Commission discussed the reasoning behind the current slogan and branding.

Commissioner Tumulty raised concerns regarding the cost of changing logos Citywide and stated that if changes were made, they should occur only as items are replaced as needed.

Mr. Rick Anderson, CB resident, spoke in support of embracing the City's space history, stating that important history should not be forgotten. He referenced Brevard County's engineering capacity and suggested the area could be comparable to Silicon Valley. He noted the importance of surfing but emphasized the space program's role in the City's identity.

Ms. Janice Scott, CB resident, expressed concerns about the cost of changing logos throughout the City and referenced existing branding tied to surfing, including Ron Jon signage. She noted associations with the Space Coast and referenced individuals connected to Cocoa Beach, including Kelly Slater, Buzz Aldrin, and Hulk Hogan.

MOTION BY WILLIAMS/JACKSON
I MOVE TO DENY THE CHANGING OF THE SEAL
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

MOTION BY HUTCHERSON/JACKSON
I MOVE TO DISCUSS
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

The Air Dot Show representative presented information regarding the upcoming air show and outlined the requests being made of the City. The presentation included confirmation that the Blue Angels will serve as the main attraction for this year's event.

Vice Mayor Williams inquired of the City Manager regarding the estimated amount of in-kind support. The City Manager stated the amount was approximately $30,000, noting this was consistent with previous years.

Vice Mayor Williams noted the reduction from past air shows and stated his support for in-kind assistance not to exceed $30,000.

Commissioner Tumulty referenced the cost items listed in the presentation, including park usage and related expenses, and expressed agreement with Vice Mayor Williams regarding cost limitations. He stated his support provided the request would not return to the Commission seeking additional funding.

Vice Mayor Williams commented on Sidney Fisher Park.

Mayor Capizzi inquired the City Manager regarding the timing of the next air show. It was clarified that the event is tentatively scheduled for April 17–18, 2027.

Vice Mayor Williams stated his preference for approving the event one year at a time, noting that the preliminary direction would be a request to include the item in the upcoming budget.

Mayor Capizzi acknowledged his enjoyment of the air show but expressed concern regarding the cost and the fact that the expense was unbudgeted, noting the impact on residents.

Commissioner Jackson inquired whether the organization hosting the event was a for-profit or non-profit entity. It was clarified that the organization is for-profit. Commissioner Jackson noted that this differs from other events previously held within the City and emphasized the importance of recognizing that distinction, particularly from a legal standpoint.

Vice Mayor Williams commented on the wording used to describe the organization, stating that the distinction was effectively a wash in terms of time considerations.

Commissioner Tumulty stated that it is not the Commission's role to determine what funds the organization has received. He highlighted the benefits the event provides to local businesses and addressed the in-kind costs, noting that the overall impact was minimal.

Commissioner Hutcherson agreed with the comments made and spoke regarding the budget. While acknowledging the need to be more fiscally cautious, he expressed support for the event.

The Commission continued discussion regarding the event's impact on the community.

MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO APPROVE DIRECTION STAFF REGARDING 2026 AIRSHOW INCLUDING REQUEST IN-KIND SPONSORSHIP AND USE PARK SIDNEY FISCHER PARK NOT TO EXCEED $30,000. PRELIMINARY 2027 AIRSHOW BUDGET NOT TO EXCEED $35,000.
VOICE VOTE AYES: 4 NAYS: 1 - CAPIZZI

City Manager Mullins clarified the dates for park usage. The event representative confirmed the Airshow would occur on Saturday and Sunday of the event weekend.

Ms. Janice Scott, CB resident, inquired about the number of Class A events in the City. She also noted that the Airshow is held annually, mentioned concerns regarding noise, and commented on the distinction between for-profit and non-profit businesses.

Mr. Rick Anderson, CB resident, noted the $30,000 in-kind cap and cautioned regarding potential requests for additional funds. He mentioned including the 2027 Airshow budget as an incentive for the event producer.

Commissioner Hutcherson inquired about prior Airshow events. Commissioner Tumulty explained that the City had previously canceled the event.

Mr. John Dillon, CB resident, mentioned that the City could gain revenue from parking and suggested using side streets for parking, as the show would be located closer to the pier.

Mayor Capizzi explained his reasoning behind his vote, noting that it was based on principle regardless of the event.

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

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

Ms. Olivia Capizzi requested clarification on the proposed ordinance, specifically regarding restrictions on location, the number of signs allowed per event, and sign placement.

Vice Mayor Williams noted that the example sign Ms. Capizzi brought as a prop would not comply with City Code. A discussion followed regarding signage regulations. Development Services Director David Dickey explained what the City is legally allowed to regulate versus what it cannot.

Commissioners and residents discussed what is considered acceptable signage. Ms. Jane Vester raised concerns about distance requirements and time limits (10:00 a.m. to 4:00 p.m. on weekends) and asked whether open house signage is allowed during weekdays.

Commissioner Tumulty acknowledged that signs can help generate sales but noted that broker opens are typically by appointment or invitation only. Vice Mayor Williams added that interest in homes often extends beyond reliance on signage. Commissioner Tumulty emphasized that the intent of the ordinance is not to dictate business operations but to reduce visual clutter throughout the City.

Mr. Rick Anderson requested that the Commission consider an additional grace period and asked that staff review the signs in question.

AMENDMENT MOTION BY WILLIAMS/HUTCHERSON
I MOVE TO CHANGE SECTION 504 SUBPARAGRAPH Qe MAX TO FIVE (5) SIGNS.
VOICE VOTE AYES: 4 NAYES: 1 - TUMULTY

Mayor Capizzi inquired about the 25-foot visibility requirement. It was clarified that this distance is intended to maintain public safety, ensuring visibility for bicycles, vehicles, and pedestrians in areas with high traffic.

The City Attorney explained singling out certain signs for regulation could present legal challenges. Ms. Vose noted that, according to Supreme Court precedent, restricting signs based on their content could violate First Amendment rights.

Mayor Capizzi commented that his wife is a realtor and noted the effectiveness of her signs, particularly for reaching individuals on vacation. He expressed agreement with Vice Mayor Williams regarding the number and placement of signs.

Commissioner Hutcherson questioned Mr. Dickey about whether the proposed ordinance is overly restrictive. Mr. Dickey clarified that the ordinance is based on a similar regulation adopted by Brevard County.

Mayor Capizzi also mentioned potential exceptions for weekday signage, such as a sign-in process, to allow flexibility.

Mr. Dickey explained that any approach allowing exceptions for some signs would need to be applied to all signs, which could complicate enforcement. He emphasized that keeping the rules consistent makes enforcement straightforward, while adding exceptions would create administrative challenges.

Commissioner Jackson raised questions regarding the logic behind limiting the number of signs and requested further clarification. It was clarified the same as the county.

Mr. John Olsen, CB Resident, inquired about the number and placement of signs. It was noted that the intent of the ordinance is to direct potential buyers to the property, generally allowing up to five sign locations.

Commissioner Jackson noted that rules differ for public and private property. Mr. Dickey explained that signs may be placed in the public right-of-way as well as on private property. He noted that, on private property, temporary signs are allowed in two locations.

Commissioner Tumulty noted the importance of time limits for signs but clarified that the ordinance does not restrict placement on the right-of-way. He emphasized that the goal is not to limit signs but to manage placement.

Mayor Capizzi stated that if issues arise with signage, the matter could be revisited. He emphasized the intent is to work cooperatively with realtors.

Mr. John Dillon noted concerns regarding advertising in the right-of-way. Commissioner Tumulty added that A1A falls under state jurisdiction and any signage there must be approved by FDOT. He inquired whether the ordinance would apply to state-controlled rights-of-way.

Commissioner Jackson asked whether a sign in noncompliance with the ordinance but located on FDOT property would be appropriate. Ms. Vose, noted she was not aware of any provision allowing cities to enforce state right-of-way regulations.

Mayor Capizzi asked what would happen if the state intervened. Mr. Dickey explained that the ordinance would apply only to City streets, and state law would supersede City regulations in state rights-of-way. Ms. Vose added that cities do not have authority to remove signs in the state right-of-way.

Commissioner Jackson clarified that compliance with the ordinance applies only to City rights-of-way, not state rights-of-way.

The Commission discussed A1A being a state road and the implications for signage enforcement. It was clarified that staff will treat state roads in the same manner as City roadways for the purposes of this ordinance.
Commissioner Jackson requested that all signage including election to be held the same standard as the other businesses.

VOICE VOTE ON THE MAIN MOTION AYES: 5

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

K. ADJOURNMENT

The meeting was adjourned at 8:20 PM.

____________________________	________________________________
Karin Grooms, City Clerk	Keith Capizzi, Mayor-Commissioner

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Clerk / Karin Grooms, City Clerk

MEETING DATE February 19, 2026

REQUESTED MOTION/ACTION
Board Appointment:
Fire Pension — Reappoint Michelle Flynn for term to be completed April 2027
Fire Pension — Reappoint AJ Anderson for term to be completed May 2028.
Police Pension - Reappoint Tommy Blair for term to be completed April 2027
Recommendation Approve.

IS THIS ITEM BUDGETED (IF APPLICABLE)?
n/a

BACKGROUND:
Police and Fire Pension serves terms and these terms have expired.

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME:	Development Services / David Dickey, Director of Development Services
MEETING DATE	February 19, 2026

REQUESTED MOTION/ACTION
Approve Ordinance 1709 on first reading —An ordinance of the City of Cocoa Beach, Florida, relating to municipal impact fees; creating a New Article XIII, "Impact Fees" in Chapter 2 "Administration of the Code of Ordinance of the City of Cocoa Beach, establishing police, fire, and public facility impact fees based on the 2026 municipal impact fees study prepared by Raftelis Financial Consultants, Inc; Providing for findings; directing the provision of notice of impact fee rates; providing for conflicts, codification, severability, liberal construction, and an effective date.
Staff Representative: David Dickey, Development Services
Recommendation: Approve on First Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?
It is anticipated that the adoption of the ordinance will result in collection of between $500,000 and $750,000 in impact fee revenue annually, depending on the amount of construction. For example, as proposed, impact fees collected for the pending Drift project would amount to $673,200.

BACKGROUND:
On June 23, 2025, the city executed a proposal with Raftelis Financial Consultants, Inc. to complete an impact fee study (Study) for the possible establishment of new police, fire, and public facility impact fees. The completed Study was submitted to the city on January 26, 2026, and is now ready for Commission consideration (Attachment 1).

Background
Impact fees are one-time charges imposed by the city on new development projects. New development places an increased demand on public services. Rather than burden existing residents and property owners with paying for the cost of growth, impact fees aim to ensure that **growth pays for itself**.

In Florida, local governments have been collecting impact fees since the 1960s. Currently, the city only collects impact fees for wastewater service. This is unusual as the majority of Florida municipalities collect a wide range of impact fees (see Attachment 2 for impact fee survey). This results in a significant loss of potential revenue for the city as well as places the financial burden of new development on residents and property owners. Development in the city will continue to be subject to impact fees imposed by the City of Cocoa (water) and Brevard County (transportation/roads).

The calculation of impact fees involves two main steps:

1. Determining the cost of development-related capital improvements; and
2. Allocating those costs equitably to various types of development.

Based on the analysis contained in the Study, the impact fee calculation for a single family residence is:

- Police - $1,080.00
- Fire - 1,034.00
- General Government - 946.00

TOTAL - $3,060.00

Impact fees for non-residential uses are classified into one of the following four categories and fee amounts can be found in the Study:

- Retail/Commercial
- Office/Institutional
- Hotel/Motel
- Industrial/Warehouse.

To limit the financial burden of the proposed impact fees on existing residents and property owners, any development (residential and commercial) that exists at the time of ordinance adoption will receive a credit or, in other words, generally be "vested" from the collection of the impact fees for future construction on the property. For example, should a homeowner wish to demolish and rebuild a home, no impact fees will be collected on the rebuild as the parcel contained a home on the date of ordinance adoption.

Representatives from Raftelis will be in attendance to provide an overview of the study, as well as answer any questions there may be.

NOTICE OF INTENT TO ADOPT MUNICIPAL IMPACT FEES

Notice is hereby given that the City Commission of the City of Cocoa Beach, Florida, intends to consider the adoption of new municipal impact fees for police, fire, and general government facilities.

The proposed impact fees are based on the City of Cocoa Beach 2026 Municipal Impact Fee Study prepared by Raftelis Financial Consultants, Inc., dated January 26, 2026. The study evaluates the capital costs attributable to new growth and calculates proportionate impact fees consistent with Florida law.

The City Commission may consider adoption of an ordinance establishing these impact fees at a public hearing to be held on March 19, 2026. The proposed impact fees, if adopted, would apply to new development within the City of Cocoa Beach as provided by ordinance and state law and would not be effective sooner than ninety (90) days after the date of this Notice.

A copy of the impact fee study is available for public inspection at City Hall during normal business hours and on the City's website.

Interested parties may appear at the public hearing and be heard with respect to the proposed impact fees. The public hearing will take place on March 19, 2026, at 7:00 PM.

Posted: February 3, 2026

90 Days: May 3rd, 2026

City of

Cocoa Beach

2026 Municipal Impact Fee Study

February 10, 2026 – Final Draft

RAFTELIS

RAFTELIS

February 10, 2026

Ms. Hana Juman
Finance Director
City of Cocoa Beach
P.O. Box 332430
Cocoa Beach, FL 32932

Subject: 2026 Municipal Impact Fee Study

Enclosed is the 2026 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report outlines the general methodology and circumstances faced by the City in regards to the implementation of impact fees. Adopting the fees as proposed will help minimize the burden of funding growth related projects on existing residences and businesses. Should you have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

Joe Williams
Vice President

Michelle Galvin
Senior Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751
www.raftelis.com

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Executive Summary

Introduction

The City of Cocoa Beach (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to develop newly calculated impact fees for police, fire, and general government. Impact fees are important sources of revenues for municipalities to help recover certain growth-related capital costs required to provide various services to new development. The calculated impact fees as summarized in this report reflect Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable. This report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee.

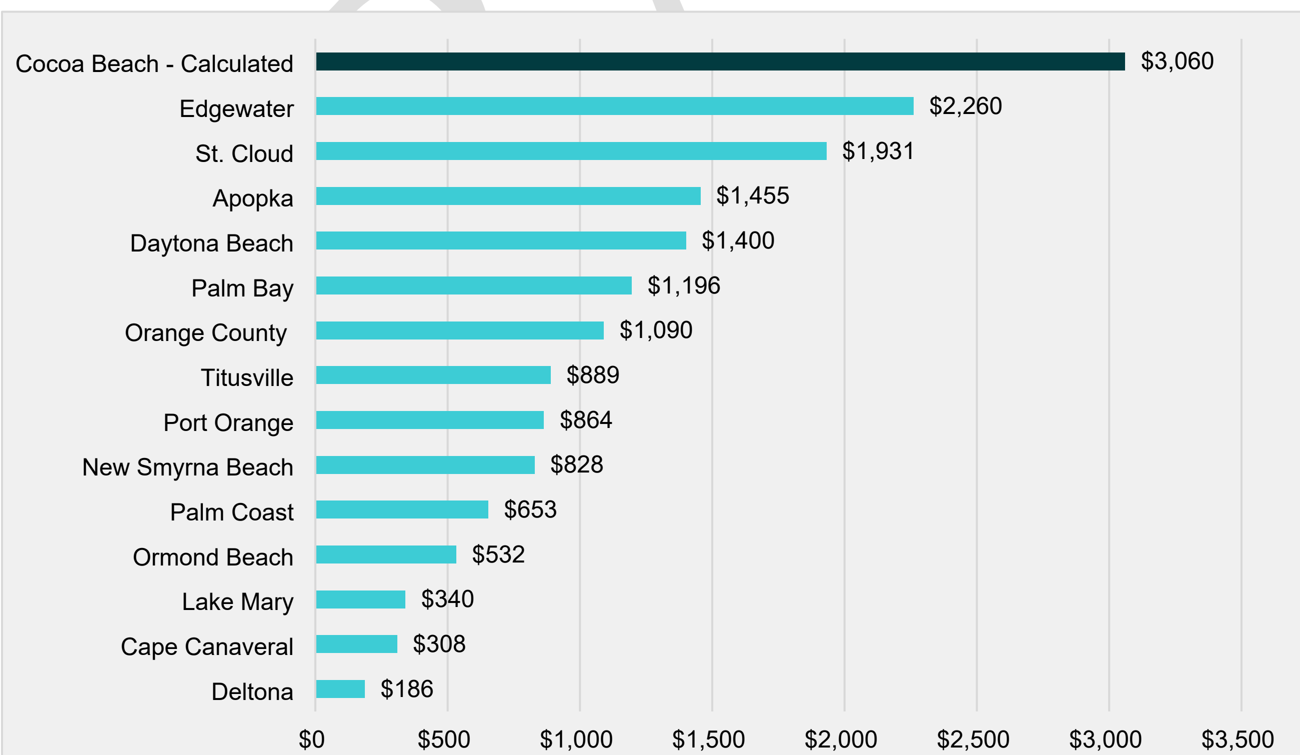
The following tables summarize the City's fully calculated impact fees based on the analysis in this report:

Table ES 1: Calculated Single Family Residential Impact Fees

Description	Calculated Fee
Police	$1,080.00
Fire	1,034.00
General Government	946.00
Total	$3,060.00

A comparison of the City's calculated fees with other municipalities are shown below for informational purposes. It should be noted that the comparison only includes impact fees for Police, Fire, and General Government services. Many communities have additional impact fees for Parks and Recreation and Transportation/Mobility impact fees that are not illustrated on the chart below.

Figure ES 1: Single Family Municipal Impact Fee Comparison



Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during the course of the study:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law which requires impact fees to be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. In addition, the impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.

2. The fees developed within this report reflect the full recovery of identified costs and the City has discretion to phase-in or adopt less than the proposed fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the full cost-recovery should be applied to all land use categories equally to maintain the correct proportion among land use categories. It should be noted that adopting less than the proposed rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.

3. In compliance with Florida Statutes, the City should collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees only on those facilities designated for each purpose.

4. The City should re-evaluate its municipal impact fees by 2030 to maintain compliance with state statutes which now limit impact fee increases to no more than every four years.

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Section 1 – Introduction

Introduction

The City of Cocoa Beach (the City) is situated on the east coast of Florida a few miles south of the Kennedy Space Center. Located in Brevard County, the City has a total area of approximately 15 square miles. The City provides a full range of municipal services, including police services, fire rescue services, and general government services. Based upon recent demographic data published by the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 11,361 as of 2025. Based on historical growth trends and known development, it is anticipated that over the next ten years the City's population will grow to 11,649 people, representing a modest growth rate of 0.3% annually. Non-residential development within the City is expected to grow at a slightly higher rate at approximately 1.3% a year.

Impact Fee Background

Impact fees are one-time charges established to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, the Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statues, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 and 2025 such as limiting the percentage increase for a change in impact fees. Exhibit 3 at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;

3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and

4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds

collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Impact Fee Methods

There are three general methods for calculating impact fees. The choice of method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: 1) determining the cost of development-related capital improvements and 2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three common methods for calculating impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)
The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (Concurrent Improvements)
The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. New development pays its proportionate share to maintain current standards. This approach assumes there is no existing infrastructure deficiency or surplus capacity. Impact fee revenue will be used to expand or provide additional facilities, as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Fee (Future Improvements)
The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan or capital improvement plan and development potential is identified by a land use plan. There are two options for determining the cost per service unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

Hybrid Fee (Past Improvements And Future Improvements)
The hybrid method provides for a combination of the Cost Recovery and Plan-Based approaches. New development and re-development can occur throughout the entire City and may ultimately receive service from existing assets and infrastructure, or from new infrastructure based on the location of existing infrastructure and capacity available. As the City evaluates its ability to provide municipal services to new development it may

identify new facilities, or upgrades and expansions to existing facilities. Many cities operate municipal services, such as police, fire, and parks, as a city-wide operation where it is not practical to identify separate service areas. As such, the Hybrid approach is used to charge new development and redevelopment based on the average cost for providing the necessary municipal facilities, between past improvement and future improvements.

City of Cocoa Beach Methodology
The hybrid fee methodology has been utilized in the development of the police, fire, and general government impact fee calculations as the City has made significant investments into the existing infrastructure and has plans for future investments that benefit new development.

Outline of Report

In addition to Section 1, this report has been subdivided into four (4) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Services Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – General Government Impact Fee. This section includes the calculation of the proposed impact fee for the capital requirements associated with providing general government services, the methodology for the proposed fees, assumptions and other factors associated with the fee determination.

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Section 2 – Service Area and Functional Population

Population and Development Forecast

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing population and future growth projections. Based upon recent demographic data published by the University of Florida, Bureau of Economic & Business Research (BEBR), the City's population is estimated at 11,361 as of 2025. Based on discussions with City staff, the City is expected to experience modest growth through 2035. Based on known development within the City, it is anticipated that the population will be 11,649 by 2035 representing an average growth rate of 0.3% compounded annually over the next ten years. The City expects non-residential development to grow at a slightly higher rate of 1.3% compounded annually.

Property data, which was obtained from the Brevard County Property Appraiser and provides details on the number of parcels and square feet by land-use within City limits, was used in conjunction with five-year historic housing characteristics obtained from the U.S. Census Bureau. In total, there are an estimated 8,926 residential dwelling units (including single family and multi-family) developed in the City along with approximately 2,989,137 square feet (SF) of non-residential building space. Based on the 8,926 residential dwelling units estimated from the property appraiser along with the Census data and the 2025 population estimate of 11,361, there are on average 1.27 persons per residential dwelling unit (PPHU), with single family homes having 1.62 people per housing unit (PPHU), and multi-family having 1.13 PPHU.

Functional Population Parameters

A goal of the impact fee study is to assign the capital costs associated with each service provided to new development. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data, often referred to as "functional population". This study uses the functional population method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data. The data for pursuing the functional population method is available in more ready to use formats and is not subject to influence from outlier situations such as call volumes over a relatively short period of time that can significantly influence cost allocation approaches.

The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use.

Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average housing unit size throughout the City of 1.27 persons equates to 0.76 functional population per residential unit. For impact fee application purposes, it is proposed that the City charge separate impact fees for single family and multi-family on a fee per dwelling unit basis. Table 1 summarizes the existing single family and multi-family residential functional population with details shown in Exhibit 1.

Table 1: Residential Functional Population

Housing Type	2025 Population [1]	2025 Housing Units [2]	Average Housing Unit Size	Occupancy Factor [3]	Functional Population / Unit	2025 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family	4,141	2,556	1.62	60%	0.97	2,479
Multi-Family	7,220	6,370	1.13	60%	0.68	4,332
Total	11,361	8,926	1.27	60%	0.76	6,811

[1] Population comes from the 2025 BEBR estimates. The breakout between single family and multi-family is based on the Census Bureau Table B25032 5-Year Tenure by Units in Structure for years 2019 – 2023 and Census Bureau Table B25033 5-Year Total Population in Occupied Housing Units by Tenure by Units in Structure for years 2019 – 2023.
[2] 2025 housing units estimated using the Brevard County Property Appraiser data as obtained in September 2025.
[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2022 National Household Travel Survey (U.S. Department of Transportation). Based on a review of the City's composition of non-residential land uses, and considering industry trends, it is recommended that the City have four (4) non-residential land use categories. The details are shown in Exhibit 2 and are summarized on Table 2 below:

Table 2: Non-Residential Functional Population

Land Use	Building Sq. Ft. [1]	2025 Functional Population
Retail / Commercial	1,031,549	2,147
Office / Institutional	749,452	943
Hotel / Motel	1,065,614	1,096
Industrial / Warehouse	142,522	14
Total	2,989,137	4,200

[1] Building square footage comes from the Brevard County Property Appraiser as obtained in September 2025.

At the end of this section there is a general description of each land use and examples of what types of developments would be recognized in each category.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. The table below summarizes the expected residential growth in the City by year 2035, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 3: Residential Functional Population Growth

Housing Type	2025 Functional Population [1]	Functional Population / Unit [1]	2035 Housing Unit [2]	2035 Functional Population
Single Family	2,479	0.97	2,556	2,479
Multi-Family	4,332	0.68	6,624	4,504
Total	6,811	0.76	9,180	6,983

[1] Amounts as shown in Table 1.
[2] Growth in housing units based on known development as provided by the City.

As seen above, the residential functional population is estimated to increase by 172 from 6,811 to 6,983 by 2035 with the anticipated growth occurring primarily within multi-family development. While the City does have limited space available for single family development, it is largely infilling development that is difficult to predict and would occur in small quantities over the next ten years. For the purposes of the impact fee calculations in this study, it is assumed there will be no additional single family homes built within the next ten years.

Table 4: Non-Residential Functional Population Growth

Year	Building Square Feet [1]	Functional Population [2]
2025	2,989,137	4,200
2035	3,386,437	4,758

[1] Growth in non-residential square footage is based on known development as provided by the City.
[2] Functional population as detailed in Exhibit 2.

As shown above, the 2025 non-residential functional population is 4,200 and is forecasted to grow by 558 to 4,758 by 2035. The projected 2035 building square foot additions is based on known development within the City.

The following summarizes the existing and projected functional population:

Table 5: Summary of Functional Population

Land Use	2025 Functional Population	2035 Functional Population
Residential	6,811	6,983
Non-Residential	4,200	4,758
Total	11,011	11,741

The functional population assumptions used from ITE are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2022 Inflow/Outflow Report from the US Census that is specific to the City. The 2022 version of this report is the most current information available at the time of this study. The Census inflow/outflow report shows how many residents work inside and outside of the City daily as well as how many non-residents work inside the City.

According to the Inflow/Outflow Report, there are 4,368 residents from the City in the workforce. Of those, 738 work within the City and the other 3,630 work outside of the City. Using an estimated 2022 population of

11,385 from BEBR, it can be assumed that 7,017 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 201,492 residential hours (hours spent at home).

Table 6: Weighted Residential Hours

Description	Population	Demand Hours/Day	Person Hours
	(a)	*(b)*	*(c) = (a) x (b)*
2022 Population [1]	11,385		
Residential			
Residents Not Working [2]	7,017	20	140,340
Residential Work Force			
Works Inside City [3]	738	14	10,332
Works Outside City [3]	3,630	14	50,820
Total Residential Hours			201,492
Residential Share of Person Hours			67.3%
Non-Residential			
Residents Not Working [2]	7,017	4	28,068
Jobs Located in City			
Residents Working in City [3]	738	10	7,380
Non-resident Workers (inflow commuters) [3]	6,246	10	62,460
Total Non-Resident Hours			97,908
Non-Residential Share of Person Hours			32.7%
Total Person Hours Within the City			299,400

[1] Population estimate based on 2022 population estimates published by BEBR.
[2] Amount derived from subtracting the Residential Work Force from the 2022 population.
[3] Amount comes from US Census 2022 Inflow/Outflow Count for All Jobs Report.

As shown on the table above, Residential Hours account for 67.3% (201,492 / 299,400) of total daily hours spent within the City and the Non-Residential Hours accounts for 32.7% (97,908 / 299,400). These percentages are used to allocate the capital costs for police, fire, and general government impact fee calculations between residential and non-residential development for cost recovery purposes.

Land Use Descriptions

Below is a list of the residential and non-residential land uses and general descriptions:

- Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.

- Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.

- Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores. Additionally, this land use includes various types of restaurants and dining establishments such as fast-food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.

- Office / Institutional (ITE 710) – This land use consists of various types of office building including general and medical along with institutional facilities such as religious institutions, schools, day cares, hospitals and medical facilities.

- Hotel Motel (ITE 310) – Considered a place of lodging that provides sleeping accommodations and includes suites hotel, motel, resort hotels, etc.

- Industrial / Warehousing (ITE 150) – Generally consists of light industrial, heavy industrial, industrial parks, manufacturing, warehousing, and mini-warehousing.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Cocoa Beach. This section provides a discussion of the development and design of the proposed police impact fee. Included in this section is a discussion of the City's adopted level of service (LOS) standards, capital costs included as the basis for the fee determination, and the design of the fee to be applied to new growth within the City.

Existing Resources and Level of Service

The Police Department currently staffs 43.0 sworn officers, including the police chief, and 8.0 civilian support positions to serve the City's existing population of 11,361. The table below summarizes the City's existing staffing levels.

Table 7: Current Sworn Officer Staffing

Position	Staffing
Sworn Officers	
Chief of Police	1.0
Deputy Chief	1.0
Police Major	2.0
Police Lieutenant	2.0
Police Officer	31.0
Police Sergeant	6.0
Total Sworn Officers	43.0
Total Civilian	8.0
Total Police Personnel	51.0

With 42.0 full time police personnel after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 3.70 officers per 1,000 population within the City's limits based on the 2025 population of 11,361. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 3.81 officers per 1,000 functional population based on the existing 11,011 functional population. While the police staffing uses a much more complex methodology based on demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc. the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the ratio of 3.81 officers per 1,000 functional population. Therefore, based on the projected 2035 functional population of 11,741, an additional 2.78 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

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Table 8: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2035 Additional	Total
Officers	42.00	2.78	44.78
Functional Population	11,011	730	11,741
LOS Achieved (Personnel per 1,000 FP)	3.81	3.81	3.81

Incremental Costs

Costs related to growth in the police force typically include a combination of equipping new officers with vehicles and providing the necessary facilities such as police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. Based on information provided by City staff, there are 65 patrol vehicles in service for the 42 total sworn officers. This gives an existing vehicles per officer ratio of 1.55. To maintain a conservative approach, it was assumed that the Police Department would continue to maintain a spare vehicle inventory at a lower 1.10 ratio. The value of new fully equipped vehicles is based on the current acquisition cost of $66,600, as provided by the Police Department, and escalated annually by a five-year average of the Engineering News-Record (ENR) index. The cost of providing vehicles to new officers is identified on the following table.

Table 9: Cost of Vehicles for New Officers

Year	Additional Officers Added	Additional Vehicles Added [1]	Vehicle Purchase Cost [2]	Total Vehicle Costs [3]
2026	0.28	0.31	$66,600	$20,650
2027	0.28	0.31	69,124	21,430
2028	0.28	0.31	71,744	22,240
2029	0.28	0.31	74,464	23,080
2030	0.28	0.31	77,287	23,960
2031	0.28	0.31	80,217	24,870
2032	0.28	0.31	83,257	25,810
2033	0.28	0.31	86,413	26,790
2034	0.28	0.31	89,689	27,800
2035	0.28	0.31	93,089	28,860
Total	2.80	3.10		$245,490

[1] Amounts are reflective of the additional officers added multiplied by the vehicles per officer ratio of 1.10.
[2] Costs are escalated using a five-year average rate of change of the ENR index of 3.79%.
[3] Amounts shown are rounded to the nearest ten dollars.

As shown above, the total cost of additional vehicles over the next ten years is estimated at $245,490.

The total cost of the Police Department's existing vehicles is estimated using the current listing as maintained by the Fleet Department and historical costs. The average purchase year of the Police Department's existing vehicles is 2021 and the estimated cost of a patrol vehicle purchased in 2021 is $33,299 according to the City's fixed asset listing as of September 30, 2025. Multiplying the average cost per patrol vehicle of $33,299 by the existing 65 patrol vehicles gives a total existing vehicle cost of approximately $2,164,400.

In addition to vehicles, the Police Department is responsible for providing adequate building space to house the officers and support staff. The Police Department recently built a police complex in 2022 and the original cost of this facility is $9,147,000. After discussions with staff, the City does not currently have plans to significantly expand the existing facilities.

Below is a summary of the costs used to calculate the police impact fee.

Table 10: Total Police Capital Costs

Description	Amount
Existing Vehicles	$2,164,400
Additional Vehicles	245,490
Existing Facilities and Land	9,147,000
Total	$11,556,890

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the weighted residential hours estimates in Section 2 (Table 6).

Table 11: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential [1]	% Non-residential [1]	Residential Capital Costs [2]	Non-residential Capital Costs [2]
Capital Costs	$11,556,890	67.3%	32.7%	$7,777,600	$3,779,300

[1] Amounts come from Table 6.
[2] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee per functional population. Then, the residential amounts are translated back into fee per dwelling unit based on the functional population per unit.

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Table 12: Police Residential Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$7,777,600	$3,779,300
2035 Functional Population	6,983	4,758
Fee per Functional Population [1]	$1,113.79	$794.30
Single Family FP per Unit	0.97	
Calculated Single Family Impact Fee per Unit	$1,080.38	
Single Family Impact Fee per Unit	$1,080.00	
Multi-Family FP per Unit	0.68	
Calculated Multi-Family Impact Fee per Unit	$757.38	
Multi-Family Impact Fee per Unit	$757.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee, as shown on Table 13.

As shown on the table above, the maximum supportable impact fees for a single family and multi-family per unit are $1,080.00 and $757.00 respectively.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 13: Non-Residential Police Impact Fees

Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	$1,653.00
Office / Institutional	1,000 Sq Ft	1.26	999.00
Hotel / Model	Rooms	0.61	484.00
Industrial / Warehouse	1,000 Sq Ft	0.10	76.00

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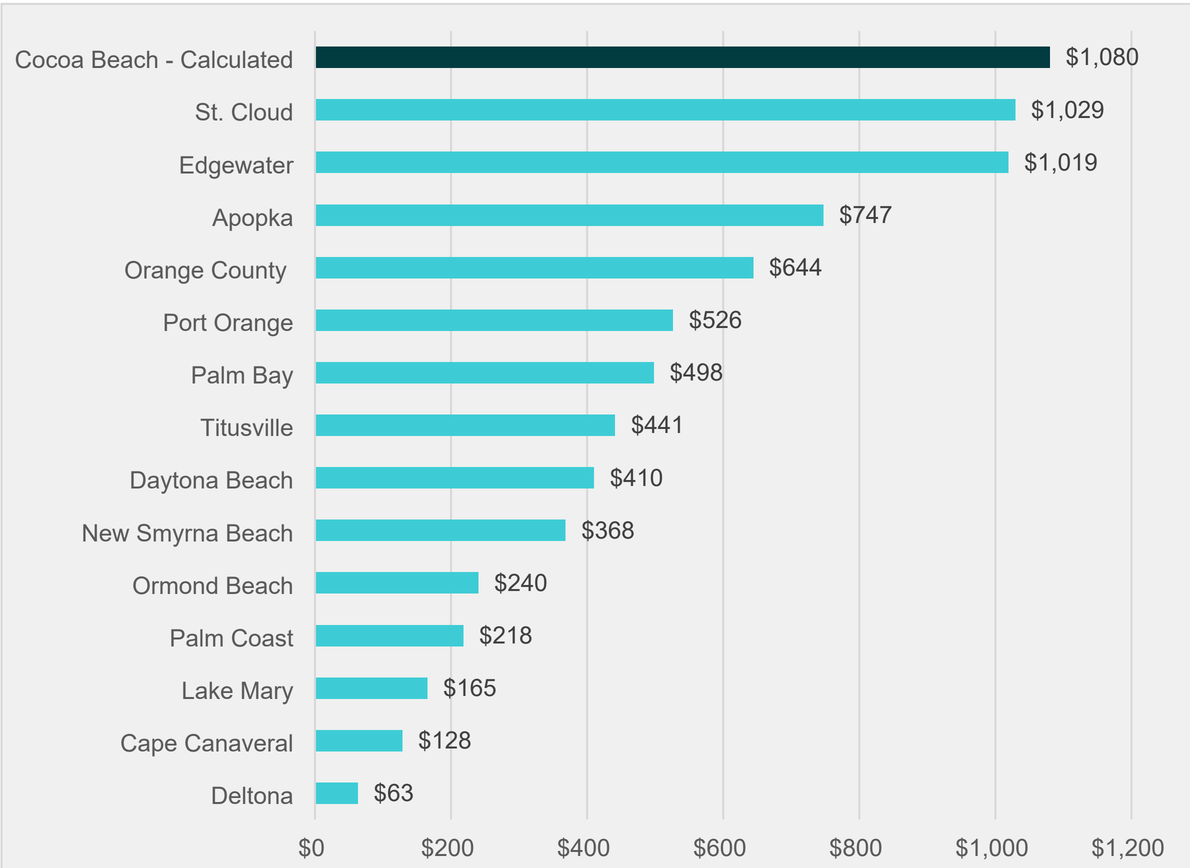
Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for single family land uses with those imposed in other nearby communities.

Figure 1: Police Impact Fee Comparison per Single Family Residential Unit



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Section 4 – Fire Impact Fee

Introduction

The City's Fire Department (Fire Department) is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the Fire Department is comprised of 41.5 total full-time equivalent (FTE) employees, including 5.0 administrative positions.

The City's Fire Department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The Fire Department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services may also increase causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Department Costs

Costs related to the growth in the Fire Department typically include a combination of providing the necessary apparatus and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

The City's fixed asset listing as of September 31, 2025, indicates that the Fire Department currently owns and operates four (4) apparatus including three (3) pumper trucks and one (1) ladder truck along with several support vehicles. To maintain a conservative approach, only the major apparatus have been included in the impact fee calculations. The following table shows the original cost of the fire department's existing apparatus:

Table 14: Existing Fire Apparatus and Vehicles

Description	Original Cost	Adjustments	Adjusted Cost
2014 Engine Pumper	$469,815	$0	$469,815
2019 Engine Pumper [1]	508,000	(508,000)	0
2021 Ladder Truck	1,380,000	0	1,380,000
2025 Engine Pumper	644,850	0	644,850
Total	$3,002,665	($508,000)	$2,494,665

[2] Amount adjusted as the City has plans to replace this vehicle in 2029 with a fire engine as indicated on the City's CIP summarized on Table 15.

The Fire Department currently has two fire stations within the City strategically located to keep response times within target. Fire Station 50 is located to the south off of Jimmy Buffet Memorial Highway and Station 51 is located to the north off of North Banana River Boulevard. The total original cost of Fire Station 51 is $2,127,087. Within the next five years, the City has plans to replace the existing Fire Station 50 with a new facility nearby for approximately $5,150,000. The cost of the existing Fire Station 50 has been excluded from the impact fee calculations.

Additionally, the City has plans to replace their existing 2019 Fire Engine in 2029 or 2030 for a total cost of $1,290,000. The cost of the existing 2019 Fire Engine has been excluded from the impact fee calculations.

The total costs associated with the additional facilities and vehicle are shown on the table below.

Table 15: Future Fire Facilities and Apparatus

Description	Amount
Front-Line Fire Engine	$1,290,000
Fire Station 50 Design	150,000
Fire Station 50 Construction	5,000,000
Total	$6,440,000

The table below summarizes all of the costs included in the impact fee calculation.

Table 16: Fire Capital Costs

Description	Amount [1]
Existing Vehicles	$2,494,700
Existing Facilities and Land [2]	2,127,100
Future Investments	6,440,000
Total Capital Costs	$11,061,800

[1] Amounts are rounded to the nearest hundred dollars.
[2] Amount excludes the existing Fire Station 50.

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the weighted residential hours estimates in Section 2 (Table 6).

Table 17: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential [1]	% Non-residential [1]	Residential Capital Costs [2]	Non-residential Capital Costs [2]
Capital Costs	$11,061,800	67.30%	32.70%	$7,444,400	$3,617,400

[1] Amounts come from Table 6.
[2] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 0.97 and 0.68 respectively per dwelling unit as identified in Section 2.

Table 18: Residential Fire Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$7,444,400	$3,617,400
2035 Functional Population	6,983	4,758
Fee per Functional Population [1]	$1,066.07	$760.28
Single Family FP per Unit	0.97	
Calculated Single Family Impact Fee per Unit	$1,034.09	
Single Family Impact Fee per Unit	$1,034.00	
Multi-Family FP per Unit	0.68	
Calculated Multi-Family Impact Fee per Unit	$724.93	
Multi-Family Impact Fee per Unit	$724.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 19.

It is recommended that the City implement slightly rounded impact fees of $1,034.00 for single family residential units and $724.00 for multi-family residential units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 19: Non-Residential Fire Impact Fees

Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	$1,582.00
Office / Institutional	1,000 Sq Ft	1.26	957.00
Hotel / Model	Rooms	0.61	463.00
Industrial / Warehouse	1,000 Sq Ft	0.10	73.00

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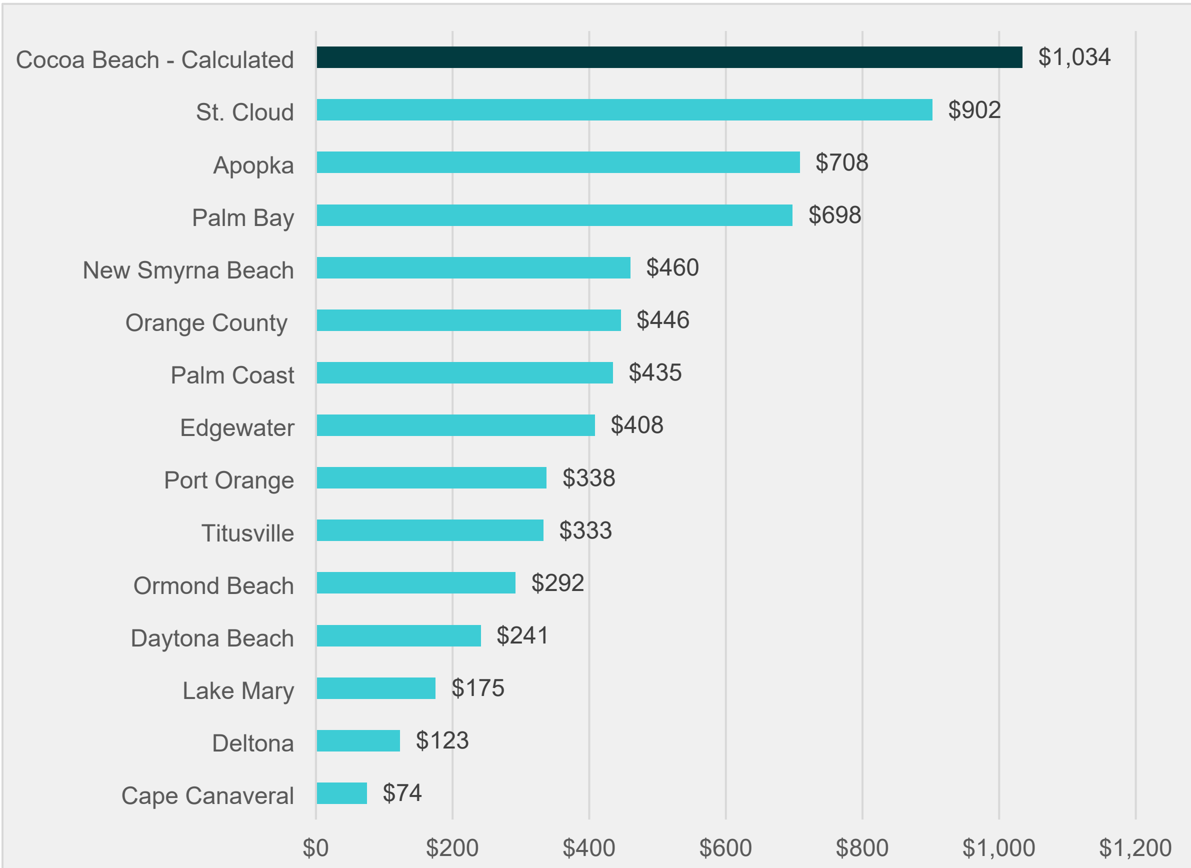
Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – General Government Impact Fee

Introduction

This section provides the development and design of general government impact fees. These impact fees support the funding and expansion of government buildings and other facilities necessitated by growth.

General Government Facilities

The City provided the fixed asset schedule as of September 30, 2025. Through discussions with staff, the public facilities included in the calculation of the general government impact fee include city hall and public works. A majority of the other facilities in the City are covered under the other impact fee categories or are revenue generating business departments and generally excluded from impact fee calculations. The table below shows a summary of the existing value of the general government facilities included in the fee calculation.

Table 20: Existing General Government Investments

Description	Amount
City Hall	$9,363,552
Public Works Facility	$757,399
Total	$10,120,951

Through a review of the City's CIP and discussions with staff, the City has recently constructed a new city hall building and does not currently have plans to expand this building or the public works facility.

Calculated General Government Impact Fees

Similarly to police and fire, the capital costs are allocated between residential and non-residential by using the weighted residential hours estimates in Section 2 (Table 6). The table below shows the allocation between residential and non-residential.

Table 21: Allocated General Government Capital Costs

Description	Total Capital Costs	% Residential [1]	% Non-residential [1]	Residential Capital Costs [2]	Non-residential Capital Costs [2]
Capital Costs	$10,121,000	67.30%	32.70%	$6,811,300	$3,309,700

[1] Amounts come from Table 6.
[2] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 0.97 and 0.68 respectively per dwelling unit as identified in Section 2.

Table 22: General Government Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	$6,811,300	$3,309,700
2035 Functional Population	6,983	4,758
Fee per Functional Population [1]	$975.41	$695.61
Single Family FP per Unit	0.97	
Calculated Single Family Impact Fee per Unit	$946.15	
Single Family Impact Fee per Unit	$946.00	
Multi-Family FP per Unit	0.68	
Calculated Multi-Family Impact Fee per Unit	$663.28	
Multi-Family Impact Fee per Unit	$663.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 31.

It is recommended that the City implement slightly rounded impact fees of $946.00 for single family residential units and $663.00 for multi-family residential units based on the analysis discussed above.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated general government impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 23: Non-Residential General Government Impact Fees

Description	Impact Unit	FP Factor	Impact Fee
Retail/Commercial	1,000 Sq Ft	2.08	$1,447.00
Office / Institutional	1,000 Sq Ft	1.26	875.00
Hotel / Model	Rooms	0.61	423.00
Industrial / Warehouse	1,000 Sq Ft	0.10	66.00

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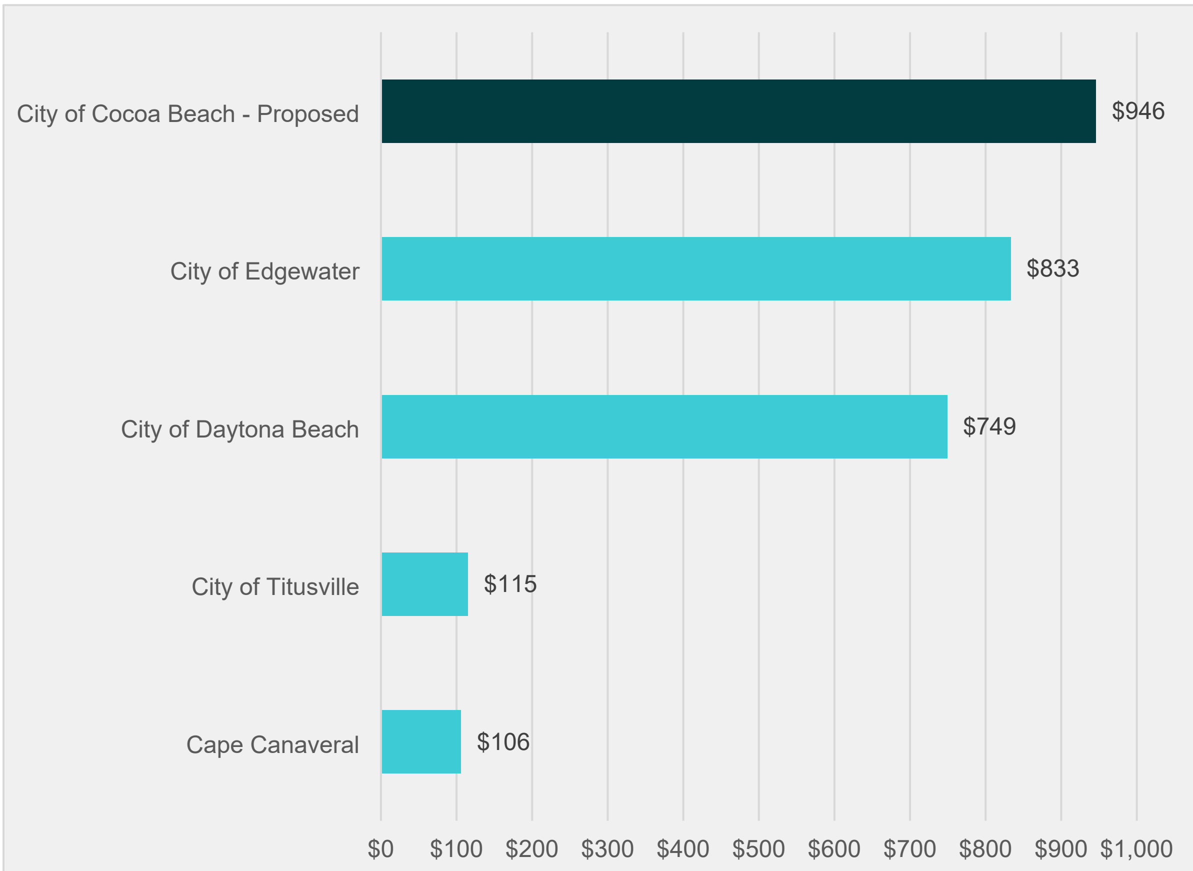
General Government Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 3: General Government Impact Fee Comparison per Single Family Dwelling Unit



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City of Cocoa Beach
2025 Municipal Impact Study
Exhibit 1: Residential Functional Population

Dwelling Units

Description	2025 Population	2025 Housing Units [1]	Average Housing Unit Size [2]	Occupancy Factor [3]	Functional Population/Unit	2025 Functional Population	10 Yr Growth in Housing Units [4]	2035 Housing Units	2035 Functional Population
Single Family	4,141	2,556	1.62	60.0%	0.97	2,479	0	2,556	2,479
Multi-Family	7,220	6,370	1.13	60.0%	0.68	4,332	254	6,624	4,504
Total Residential	11,361	8,926	1.27	60.0%	0.76	6,811	254	9,180	6,983

Footnotes:

[1] Amounts come from the Brevard Country Property Appraiser as obtained in September 2025.

[2] Average housing unit size by class is calculated using census data tables B25032 Tenure by Units in Structure 5-Year Estimates (2019-2023) and B25033 Total Population in Occupied Housing Units by Tenure by Units in Structure 5-Year Estimates (2019-2023).

Single Family Households	2,556
Multi-Family Households	6,370
Ratio of Multi-Family to Single Family	0.700
Single Family Equivalent Households	7,015
Total Residential Population	11,361
Single Family PPH	1.62
Multi-Family PPH	1.13

[3] Assumption based on a person being at home for 100 hours a week (10-14 hours per day during the week day and 20-30 hours during the weekend) giving an occupancy factor of 60% or 0.60 (11 / 168)

[4] Growth in housing unit based on the City's current development plans.

City of Cocoa Beach
2025 Municipal Impact Study
Exhibit 2: Non-Residential Functional Population

ITE		ITE CODE	Number of Parcels	Number of Rooms/Beds [1]	Bldg Sq Ft	Impact Unit	Trips per Unit per Day	One Way Factor (50%)	Occupants per Trip per Day		People per Unit per Day		Visitor hours per Trip	Business hours	Days per Week	Weekly Hours per Unit			Functional Pop. Coefficient	2025 Functional Population	2035 Square Feet [2]	2035 Functional Population
									Employees	Visitors	Employees	Visitors				Per Employee	Per Visitor	Total Hours				
					[a]		[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]		
Retail / Commercial		820	173	0	1,031,549	1,000 Sq Ft	37.01	18.51	1.00	1.49	2.12	24.46	1.00	12.00	7.00	178.46	171.22	349.69	2.0815	2,147.00		
Office / Institutional		710	401	422	749,452	1,000 Sq Ft	10.84	5.42	1.00	1.49	3.26	3.23	1.00	12.00	5.00	195.32	16.16	211.48	1.2588	943.00		
Hotel / Motel	[3]	310	54	1,799	1,065,614	Rooms	7.99	4.00	1.00	1.66	0.56	5.71	1.00	16.00	7.00	62.40	39.97	102.38	0.6094	1,096.00		
Industrial / Warehouse		150	30	0	142,522	1,000 Sq Ft	1.71	0.86	1.00	1.66	0.34	0.86	1.00	7.00	5.00	11.85	4.29	16.14	0.0961	14.00		
Total			658	2,221	2,989,137															4,200	3,386,437	4,758

Footnotes:
[a] Summarized from property data obtained from the Brevard County Property Appraiser in August 2025.
[b] From 11th Edition ITE Manual
[c] This factor is used to divide the trip rate in half which provides the basis for estimating victors per day per impact unit
[d] Assumed one employee per trip
[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose
[f] From 11th Edition ITE Manual per employee
[g] = ([c] -([f]/[d]))*[e]
[h] Time assumption per visitor
[i] Time assumption per employee
[j] Time assumption
[k] = [f] * [i] * [j]
[l] = [g] * [h] * [j]
[m] = [k] + [l]
[n] = [m] / (24*7)
[o] = [n] * [a] / 1000

[1] Number of hotel / motel rooms comes from contacting each facility. Number of Beds for ALFs comes from Florida Health Finder.

[2] Growth in non-residential square footage based on known development plans within the City over the next ten years.

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of rooms.

The 2025 Florida Statutes

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g)1. A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

a. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

b. The local government jurisdiction has held at least two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

c. The impact fee increase ordinance is approved by a unanimous vote of the governing body.

2. An impact fee increase approved under this paragraph must be implemented in at least two but not more than four equal annual increments beginning with the date on which the impact fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road

impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-266; s. 4, ch. 2025-177; s. 3, ch. 2025-190.

ORDINANCE 1709

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, RELATING TO MUNICIPAL IMPACT FEES; CREATING A NEW ARTICLE XIII, "IMPACT FEES" IN CHAPTER 2 "ADMINISTRATION' OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH, ESTABLISHING POLICE, FIRE, AND PUBLIC FACILITY IMPACT FEES BASED ON THE 2026 MUNICIPAL IMPACT FEES STUDY PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC.; PROVIDING FOR FINDINGS; DIRECTING THE PROVISION OF NOTICE OF IMPACT FEE RATES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, LIBERAL CONSTRUCTION, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, provide municipalities with broad home rule powers, including the authority to impose and collect impact fees; and

WHEREAS, Section 163.31801, Florida Statutes, known as the Florida Impact Fee Act, establishes uniform standards for the adoption of impact fees and requires that such fees satisfy the dual rational nexus test, which requires (1) the fees are proportional to the impacts of the development, (2) the fees are based on levels of service that are no higher than that currently provided to existing development; and (3) new development does not pay twice for the same level of service, once through impact fees and again through other taxes or fees; and

WHEREAS, Section 166.041, Florida Statutes, prescribes the procedures for adoption of ordinances by municipalities, and the City has complied with all such requirements, including preparation and consideration of a Business Impact Estimate, which was timely posted, considered prior to adoption, and made available for public inspection; and

WHEREAS, in 2025, Raftelis Financial Consultants, Inc. prepared the *City of Cocoa Beach Impact Fee Study*, which analyzed existing and projected levels of service, capital facility needs, and cost allocations for police, fire, and public facilities, and which constitute competent substantial evidence supporting the fees adopted herein; and

WHEREAS, the City of Cocoa Beach's Comprehensive Plan includes: Policy I.1.6 (issuance of development order based on sufficient public facilities and services to accommodate impacts of the development), Goal V (ensure adequate facilitate and infrastructure are in place as future development/redevelopment occurs), Objective V.1 (no development orders are issued that would result in a reduction or degradation below adopted LOS standards), Policy V.1.6 (development approvals shall be evaluated to assess the availability of public facilities/services to serve the development, and Policy I.7.2 (maintain level of service standards for parks, open space, and recreational facilities).

WHEREAS, the City Commission finds that future infrastructure improvements to the city's Police, Fire, and Public Facilities needed to accommodate new development in the city should be financed by new development in order that it contributes its fair share and not place an undue burden on existing residents;

WHEREAS, the City Commission finds that this ordinance shall not be construed to permit the collection of Police, Fire, and Public Facility impact fees in excess of the amount reasonably anticipated to offset the demand placed upon the Police, Fire, and Public Facility systems by anticipated development. Impact fee revenue shall be limited to fund capital construction and equipment, not for funding operational costs or salaries;

WHEREAS, the City Commission finds the impact fees collected pursuant to this ordinance may be used to pay existing debt related to the construction of infrastructure or for previously approved capital projects. The Commission legislatively finds and determines that this infrastructure or previously approved capital projects that are funded by these impact fees are proportional and have a rational nexus to the impacts generated by new development that contributes impact fees towards the funding of these facilities and that available capacity to serve those properties from the debt funded infrastructure from previously approved projects; and

WHEREAS, the City Commission finds that adoption of the proposed impact fees is necessary and in the best interest of the public health, safety, and welfare, ensures that new development bears a proportionate share of required capital facility costs, and is supported by competent substantial evidence in the record.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF 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.

SECTION 2. Enactment. A new Article XIII, of Chapter 2 of the Code of Ordinances of the City of Cocoa Beach is hereby created to read as set forth in the attached Exhibit "A". with underlined text added, and ~~stricken~~ test 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 and become and be made a part of the City Code of the City of Cocoa Beach.

SECTION 5. Notice of Impact Fee rates. Impact Fee rates shall be posted on the City website.

SECTION 6. 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 7. Effective Date. This ordinance shall take effect upon adoption.

Adopted by the City Commission on this _______day of March 2026.

ATTEST	CITY OF COCOA BEACH
______________________________	______________________________
Karin Grooms, City Clerk	Keith Capizzi, Mayor-Commissioner

Exhibit "A"

ORDINANCE 1709

IMPACT FEES

ARTICLE XIII. IMPACT FEES

ARTICLE XIII. – IMPACT FEES

Sec. 2-130.- Authority.

In order to defray the cost of new or expanded Police, Fire, and Public Facility capital facilitite and equipment attributable to new construction, impact fees are levied on such construction in accordance with the provisions of this article and Sec. 163.31801, Fla. Stat.

The impact fees adopted herein are intended to ensure that new development bears a proportionate share of the cost of capital facilities required to maintain adopted levels of service, without imposing an undue burden on existing development.

For purposes of this article, "Public Facilities" include general government facilities and related capital assets analyzed and identified in the City's most recent municipal impact fee study, including but not limited to City Hall, administrative facilities, public works facilities, and associated capital equipment.

Sec. 2-131. – Applicability and Exemptions.

The impact fees imposed by this article shall apply to all new construction within the city, except the following:

(1) Expansion of a residential dwelling unit, so long as no new dwelling unit is created thereby.

(2) Remodeling, repair, rebuilding or restoration of any structure, so long as no increase in impact units, dwelling units or other measurable demand on Police, Fire, or Public Facilities, as determined by the city manager or designee and subject to the appeal to the city commission by an aggrieved applicant, is caused thereby.

(3) Construction of any nonresidential structure by any agency of federal, state or local government.

Sec. 2-132. – Schedule and amendments.

Impact fees upon new construction shall be established and are imposed and levied to defray the cost of capital expenditures attributable to Police, Fire, and Public Facility services necessitated by new development. The amounts of the impact fees are contained in Appendix X to this code. The city commission may, from time to time, revise the amounts of the impact fees by resolution, provided that any such revision is supported by an impact fee study or update constituting competent substantial evidence demonstrating compliance with Sec. 163.31801, Fla. Stat.

Sec. 2-133. – Payment and credits.

(1) The impact fees imposed by this article shall be paid in legal tender unless the city commission accepts an in-kind contribution of real or personal property for public use which serves the same public purposes as those for which the impact fees are imposed. Credit for such in-kind contribution shall be based upon the fair market value of that property as of the date the city commission accepts such offer of dedication. The appraised value of the property shall be verified by at least one competent independent opinion thereof and shall be subject to review and acceptance by the city commission.

(2) All impact fees shall be paid by certified funds at the time of issuance of a building permit for such new construction unless otherwise authorized by law.

Sec. 2-134. - Partial waiver authorized; impact fee reductions.

(1) The city commission may waive all or any portion of an impact fee required by this article, if privately supplied police, fire, or public facility capital facilitates or equipment provided for the sole use of the residents or occupants of a project are of such a nature as to demonstrably reduce the project's impact upon the city's capital needs for expansion of that particular public service. The amount waived under the authority of this provision shall not exceed the actual cost of such facilities, or one-half of the applicable impact fee, whichever is less, credited against that category of impact fees receiving such reduced impact.

(2) The public facilities impact fee reduction for a residential project shall be based upon a minimum of 35 square feet of enclosed recreation area per dwelling unit and a maximum of 200 square feet of enclosed recreation area per dwelling unit. If those conditions are fulfilled, the waiver of one-half of the parks and recreation impact fee shall be granted.

(3) No waiver or reduction shall be granted unless the city commission finds that the waiver maintains compliance with the rational nexus requirements of section 163.31801, Florida Statutes, and that the remaining impact fee, if any, is proportionate to the impacts of the development.

Sec. 2-135. - Capital expansion trust funds.

(1) *Established.* The following capital expansion trust funds are hereby established:

(a) Police protection capital expansion special revenue fund;

(b) Fire protection capital expansion special revenue fund; and

(c) Public Facilities capital expansion special revenue fund;

(2*) Collection; deposit*. Upon collection of the applicable impact fees imposed by this article, the same shall be earmarked to ensure that the impact fees are ultimately expended in connection with the improvements for which they were paid, by crediting the impact fees to the appropriate capital expansion trust fund or account. The designation and establishment of any capital expansion trust fund or account shall not be construed to require the establishment of any completely independent, self-balancing funds or accounts, as such terms are commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the impact fees collected for certain purposes. The impact fees and interest earnings may be deposited immediately upon collection in three separate interest-bearing bank accounts established in the names of each of the capital expansion trust funds or accounts; a single, interest-bearing bank account; an interest-bearing bank account in which other funds of the city are on deposit; or any combination of the foregoing; provided that, in each case, the account or funds are with a depository authorized to receive deposits of city funds and that standard accounting records are maintained to reflect the earmarking of the monies therein for the various purposes of the capital expansion trust funds or accounts. The capital expansion trust funds or accounts shall be maintained on the books of the city as separate and distinct from all other funds and accounts of the city. Interest earned on the impact fees shall be credited to each of the capital expansion trust funds or accounts in the appropriate percentages.

(3) *Use.*

(a) Funds credited to each capital expansion account shall be used only for the purpose of expansion or acquisition of capital facilities or equipment for the particular service named in each account, including, but not limited to:

1. Land acquisition, including any cost of acquisition or condemnation; and
2. Fees for professional services;
3. Design and construction preparation;
4. Site development;
5. Any permitting or application fees;
6. Relocating utilities;
7. Landscaping;
8. Construction management and inspection;
9. Surveying, soils, and materials testing;
10. Acquisition of qualified apparatus, vehicles, and equipment; and

Expenditures from each account shall be specifically approved by the city commission, shall be limited to the expansion or acquisition of such capital facilities, or for payments, including sinking fund payments, on bonds or other certificates of indebtedness executed for the purpose of expansion or acquisition of those facilities or equipment. Before authorizing an expenditure from any one of these trust accounts, the city shall determine that:

1. The expenditure is for capital facilities or equipment to be used for the purpose of such account;
2. The expenditure is required by new construction from which such funds were collected; and
3. The expenditure will result predominantly in a special benefit to new construction, as opposed to pre-existing uses.

(b) The city shall have the right to modify or delete any of the proposed capital improvements or expenditures within each of the general categories of the improvements and specialized equipment reflected in any impact fee study report upon which the fees imposed in this division are based or to add capital improvements or expenditures within those general categories, provided that the total amount of impact fees credited to each of the applicable capital expansion trust funds or accounts is ultimately expended for the purposes of such capital expansion trust funds or accounts in the amount set forth in Sec.2-132.

Sec. 2-136. - Capital expansion plans.

(1) The city commission shall adopt a capital improvement plan that incorporates each such trust account established in this article. Such plans shall be reviewed annually during the budget review process.

(2) The impact fees imposed hereby shall be reviewed annually. At such time the city commission shall analyze the projected construction and associated impact fee revenue generated by that construction, as well as the cost of any new or expanded capital facilities and equipment of police, fire and public facility services to ensure continued compliance with Sec. 163.31801, Fla. Stat.

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME:	Public Works / Brad Kalsow, Director of Water Reclamation Becky Vose, City Attorney
MEETING DATE	February 19, 2026

REQUESTED MOTION/ACTION
Approve the agreements relating to Golf Muck Capping Project:

- Contract with J.F. Brennan Company Inc, in the amount of $33,499,900
- SOIRL Agreement 20-168 Amendment 4
- Reassign the contract over to Brevard County Natural Resources for the project administration

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

IS THIS ITEM BUDGETED (IF APPLICABLE)?
No Budgetary Impacts

BACKGROUND:
On January 15, 2026 City Commission approved the engineers recommendation of bid award to J.F. Brennon Company Inc in the amount of $33,499,900.

This project is being transferred over to Brevard County Natural Resourses to oversee the contract and construction of the project.

AMENDMENT 4 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA, AND THE CITY OF COCOA BEACH, FLORIDA

AGREEMENT NUMBER: SOIRL 20-168

THIS AMENDMENT is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Cocoa Beach, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 20-168 on March 3, 2020 ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, the parties previously entered into Amendment 1 to the Agreement on November 3, 2022, to adjust the expiration date to account for delays in design and survey work, and to adjust Attachment E – Eligible Funding Cost Share Form with funds the CITY secured from the Florida Department of Environmental Protection for the project; and

WHEREAS, the parties previously entered into Amendment 2 to the Agreement on July 20, 2023, to update Section 9. Payment of Invoices to incremental payments calculated as a fraction of the cost-share; and

WHEREAS, the parties previously entered into Amendment 3 to the Agreement on September 18, 2024, to adjust the contract value from $24,363,100.00 to $29,103,198.00, an addition of $4,740,098.00, to include the inflation adjustment and revise the timeline in Attachment A; and

WHEREAS, the CITY has completed design, engineering, and permitting; and

WHEREAS, the CITY will execute the construction contract with JF Brennan Company procured through CITY procedures and policies; and

WHEREAS, the CITY and COUNTY agree to execute an agreement assigning the CITY'S rights and responsibilities under the construction contract with JF Brennan to the COUNTY; and

WHEREAS, the parties agree that the COUNTY has requested that the Florida Department of Environmental Protection transfer the grant funds secured by the CITY to the COUNTY; and

WHEREAS, the CITY wishes to relinquish project construction, management, and oversight to the COUNTY and the COUNTY agrees to accept responsibility for the project construction, management and oversight; and

WHEREAS, the COUNTY shall therefore competitively select qualified engineering and construction administration services to support environmental permitting, design and construction oversight; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

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

2. Section 3. Terms and Extensions, paragraph 3. a is amended to read as follows:

    a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2029 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

3. Section 5. Project Management is amended to read as follows:

    The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days' prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date received.

COUNTY	CITY
Jeanne Allen	Brad Kalsow
Project Manager	Public Works Director
Department of Natural Resource Management	City of Cocoa Beach
2725 Judge Fran Jamieson Way, Building A	1600 Minutemen Cswy
Viera, Florida 32940	Cocoa Beach, FL 32931
321-633-2016	321-868-3309
Email: Jeanne.Allen@brevardfl.gov	E-mail: BKalsow@cityofcocoabeach.com

    The CITY shall maintain construction contract(s) procured through CITY policy and procedures until completion of the project until and unless such time as the construction contract(s) are assigned to the COUNTY with written approval of all parties.

    The COUNTY, in collaboration with the CITY, shall be responsible for overall coordination and management of the project.

4. Section 6. Deliverables is amended to read as follows:

   a. The COUNTY shall fully implement the project, as described in the **Statement of Work**, **Attachment A**. The COUNTY is responsible for the professional quality, technical accuracy, and timely completion of the project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the COUNTY shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the project.

5. Section 8. Amount of Funding is amended to read as follows:

   a. The COUNTY shall be responsible for payment of all additional costs beyond the cost-share amount necessary to ensure completion of the Project.

6. Section 9. Payment of Invoices is amended to read as follows:

   a. All construction invoices shall be submitted to the COUNTY for direct payment to the contractor.

7. All terms and conditions of the Agreement, and any amendments or modifications thereto, are incorporated herein by this reference. Such terms and conditions that are not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below

BREVARD COUNTY, FLORIDA

By:______________________________________

Date: 2-13-26

James P. Liesenfelt, County Manager

As Approved by the Board on January 27, 2026

COCOA BEACH, FLORIDA

By:______________________________________

Name: Keith Capizzi

Title: Mayor

Date: ______________________________________

Reviewed for legal form and content for Brevard County

Sarah Beazley

For Heather A. Balser, Assistant County Attorney

ASSIGNMENT OF AGREEMENT

This Assignment is made and entered into on the date of the last signature below, by and between the CITY OF COCOA BEACH, Florida, a Florida municipal corporation organized and existing under the law of Florida (hereinafter "City/Assignor"), BREVARD COUNTY, Florida, a political subdivision of the State of Florida (hereinafter "County/Assignee"), and J.F. BRENNAN COMPANY, INC. (hereinafter "Contractor"), a business with a registered agent name and address of Registered Agent Solutions, Inc., 1200 South Pine Island Road, Plantation, Florida 33324 (hereinafter the "parties").

WHEREAS, on February _____, 2026, City/Assignor entered into an Agreement for Cocoa Beach golf muck capping for work relating to approximately 141 acres of underwater thin-layer muck capping and construction of 1.6 acres of habitat caps, along with related mobilization, site controls, and restoration activities, pursuant to Bid Number CB 25-010, Cocoa Beach Golf Muck Capping, with Contractor (hereinafter "Agreement"); and

WHEREAS, the Agreement has an expiration date of ________________; and

WHEREAS, the Agreement states City/Assignor and Contractor shall not assign any portion of the Agreement without written approval of the other party; and

WHEREAS, City/Assignor wishes to assign all of its rights and duties under the Agreement to County/Assignee with written approval from Contractor; and

WHEREAS, County/Assignee hereby accepts the assignment of all City/Assignor's obligations, responsibilities, and duties under the contract and all of City/Assignor's rights, title and interest in and to the Agreement.

NOW, THEREFORE, for value received, and other good and valuable consideration, the parties hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein in their entirety by this reference.

2. All rights, title and interest in the Agreement between City/Assignor and Contractor are hereby assigned and transferred to County/Assignee, and

County/Assignee accepts said assignment and agrees to perform all obligations of City/Assignor under the Agreement.

3. County/Assignee agrees to abide by all terms, prices, and conditions of the Agreement.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have hereunto set their hands and seals on the date of the last signature below.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

____
James P. Liesenfelt, County Manager

Date: ______________________________

As approved by the Board on:
January 27, 2026

Reviewed for legal form and content for the county:

____
Assistant County Attorney

CITY OF COCOA BEACH

____
City Manager

Date: ______________________________

ATTEST:

By:

____
City Clerk

Reviewed for legal form and content for the city:

____
City Attorney

CONTRACTOR
J.F. Brennan Company, Inc.

____
Signature

____
Printed Name/Title

STATE OF __________________________________

COUNTY OF __________________________________

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of ________________, 2026, by ____________________of J.F. Brennan Company, Inc. on behalf of the corporation. He/she is personally known to me or has produced _______________________ as identification.

____
Notary Public

<u>CONSTRUCTION CONTRACT</u>

<u>COCOA BEACH GOLF MUCK CAPPING PROJECT</u>

THIS CONTRACT ("Contract") is made and entered into on the date of the last signature below, by and between the City of Cocoa Beach, Florida, a Florida municipal corporation organized and existing under the laws of Florida, ("City"), and J.F. Brennan Company, Inc., a Wisconsin corporation authorized to do business in Florida, with a registered agent name and address of Registered Agents Solutions, Inc., 1200 South Pine Island Road, Plantation, Florida 33324 ("Contractor"), together hereinafter known as "parties".

WITNESSETH:

WHEREAS, the City issued Invitation to Bid No. CB 25-010 for the Cocoa Beach Golf Muck Capping Project ("Project"), for work relating to approximately 141 acres of underwater thin-layer muck capping and construction of 1.6 acres of habitat caps, along with related mobilization, site controls, and restoration activities; and

WHEREAS, Contractor submitted its Bid Submittal on November 5, 2025; and

WHEREAS, two (2) bids were received; and the City awarded the Project to Contractor based on qualifications and price in accordance with the Invitation to Bid; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

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

2. **CONTRACT DOCUMENTS AND DEFINITIONS**

2.1 Definitions

For purposes of this Contract, the following terms shall have the meanings set forth below:

<u>Construction Manager</u> means Engineer of Record (EOR), acting as the City's authorized representative for administration of the Contract, including coordination, review of submittals, inspection, monitoring, and oversight of the Work as described in the Contract Documents.

<u>Contract Documents</u> means this Construction Contract; Exhibit A – Technical Specifications, Contract Drawings (including Sections 00 60 10 and 00 60 20), and Permits; Exhibit B – Bid Submittal; Exhibit C – Bid Sheet and Schedule of Values; all Addenda issued during bidding; and any duly executed Change Orders.

2.2 Incorporation and Order of Precedence

The Contract Documents as defined herein are incorporated herein by reference and made a part of this Contract as if fully set forth herein. The Technical Specifications and Construction Drawings are provided in Exhibit A and B respectively.

In the event of a conflict among the Contract Documents, the order of precedence shall be as follows:

(a) All Addenda issued during bidding;
(b) Exhibit A – Technical Specifications and Contract Drawings;
(c) Exhibit B – Contractor's Bid Submittal;
(d) Exhibit C – Bid Sheet and Schedule of Values;
(e) Any duly executed Change Orders;
(f) This Construction Contract.

Any terms and language of Exhibit A – Technical Specifications and Contract Drawings that are inconsistent with the terms of this Contract, shall control over the provisions of this Contract.

No provision of the Contractor's Bid Submittal shall modify, limit, or reduce the requirements of Exhibit A unless expressly accepted in writing by the City.

3. SCOPE OF WORK

3.1 General

The Contractor shall furnish all labor, materials, equipment, supervision, services, and incidentals necessary to complete the Cocoa Beach Golf Muck Capping Project ("Project") in strict accordance with the Contract Documents, including Exhibit A – Technical Specifications, Contract Drawings, and Permits.

The Project is located adjacent to the Cocoa Beach Country Club and south of Cocoa Beach Junior/Senior High School within the Banana River Lagoon, as shown on the Contract Drawings.

3.2 Contractor Responsibilities

Contractor shall be solely responsible for construction means, methods, techniques, sequences, procedures, and safety precautions associated with performance of the Work.

The Contractor shall:

- Coordinate scheduling, sequencing, submittals, subcontractors, and site operations in accordance with Section 01 31 13 – Project Coordination of Exhibit A;
- Prepare and implement a Contractor Site-Specific Health and Safety Plan;
- Obtain all permits and approvals required to support its means and methods of construction, except those expressly identified as obtained by the Owner;
- Provide all temporary facilities, controls, and systems necessary to safely and compliantly execute the Work.
- Perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.

3.3 Description of Work

The Work includes, but is not limited to, the following:

A. Pre-Construction and Mobilization
   (a) Pre-mobilization activities, including required submittals, surveys, and coordination;
   (b) Mobilization, seasonal mobilization/demobilization (as applicable), and site preparation;

B. Temporary Facilities and Controls

   (c) Field engineering and survey support;
   (d) Temporary utilities and construction facilities;
   (e) Erosion and sediment control measures;
   (f) Water quality controls and monitoring;
   (g) Dust and odor control;
   (h) Traffic control and vehicular access management;
   (i) Site security and access control;

C. Materials Procurement

   (j) Procurement, testing, transportation, and stockpiling of sand cap materials in accordance with Exhibit A, Section 31 05 13 – Soils and Aggregates;

D. Cap Construction

   (k) Placement of approximately 141 acres of underwater thin-layer sand capping, placed in lifts not to exceed 3 inches (including overplacement allowance), as shown on the Drawings and specified in Exhibit A, Section 35 20 50 – Capping;
   (l) Construction of approximately 1.6 acres of habitat capping;

E. Surveying and Verification

   (m) Pre-construction, interim, and post-construction bathymetric surveys;
   (n) Cap thickness verification and documentation;
   (o) Coordination and collection of post-capping confirmation samples;

F. Site Restoration

   (p) Utility location and protection;
   (q) Restoration of disturbed upland, shoreline, and support areas in accordance with Exhibit A, Section 32 90 00 – Restoration;

G. Miscellaneous

   (r) All other Work described in Exhibit A.

3.4 Line and Grade Control

The Contractor shall be responsible for establishing and maintaining all line and grade control necessary to complete the Work in accordance with the Contract Documents.

All survey work shall be performed in accordance with Section 01 71 23 – Field Engineering and Surveying specified in Exhibit A. The Contractor shall meet all specified horizontal and vertical tolerances.

3.5 Work Not Included

The following items are not included in the Contractor's Scope of Work:

(a) Permits identified in the Contract Documents as "Permits Obtained by Owner," which shall be obtained by the City. The Contractor remains responsible for obtaining any additional permits required to support its means and methods of construction.

(b) Plantings associated with habitat capping, which will be performed by others.

(c) Oversight, processing, and assessment of post-capping confirmation samples, which will be performed by the Construction Manager. The Contractor shall be responsible for collection of post-capping confirmation samples as required by the Contract Documents.

Contractor acknowledges that it has examined the Project site and Contract Documents and accepts conditions affecting the Work.

4. CONTRACT SUM AND PAYMENT

4.1 Contract Sum

The City shall pay the Contractor, for faithful performance of the Work as outlined in the Contract Documents, a total Contract Sum of:

Thirty-Three Million Four Hundred Ninety-Nine Thousand Nine Hundred Dollars ($33,499,900.00) subject to adjustment in accordance with the unit prices and other provisions of the Contract Documents.

The Contract Sum is based upon the Bid Items and unit prices set forth in Exhibit C – Bid Sheet and Schedule of Values.

4.2 Basis of Payment

Payment shall be made in accordance with:

- Exhibit C – Bid Sheet and Schedule of Values
- Section 01 20 00 – Measurement and Payment Procedures of Exhibit A

Payment shall be made only for Bid Items identified in Exhibit C.

All Work not specifically identified as a separate Bid Item shall be considered incidental and included in the Contract Sum.

4.3 Unit Price Quantities

Unit price quantities are estimated only.

Actual payment shall be based upon quantities measured and accepted in accordance with Exhibit A and C.

Payment for increased or decreased quantities shall be in accordance with the unit rates set forth in Exhibit C.

No payment shall be made for quantities exceeding one hundred five percent (105%) of the estimated quantity unless authorized in writing through an approved Change Order.

4.4 Capping Measurement and Overplacement

For muck cap placement, payment thickness and volume shall be determined strictly in accordance with Exhibit A, Section 35 20 50 – Capping, including:

- Core-based thickness verification
- Payable thickness calculations
- Allowable overplacement limitations

No payment shall be made for materials lost, rejected, placed beyond the limits shown on the Drawings, or placed in excess of the allowable overplacement, unless specifically authorized in writing by a Change Order.

4.5 Progress Payments

Progress payments shall be made in accordance with:

- Section 01 20 00 – Measurement and Payment Procedures of Exhibit A
- The approved Schedule of Values (Exhibit C)

Payment shall be based upon measured quantities, percentage complete and acceptance by the Construction Manager Partial payment for stored materials may be made only in accordance with Exhibit A and only for materials properly stored, protected and intended for installation within sixty (60) days. Progress payments shall not constitute acceptance of defective or nonconforming Work.

4.6 Retainage

The City shall retain five percent (5%) of each progress payment as retainage unless otherwise provided by law. Retainage shall be released in accordance with the Florida Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes, as may be amended, and the Contract Documents following final completion, acceptance of the work, and submission of required closeout documentation.

4.7 Final Payment

Final payment shall be made pursuant to the Florida Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes, as may be amended and after final completion, acceptance of the work, submission of required closeout documentation and receipt of all applicable affidavits, lien releases and surety consent to final payment.

4.8 Standby Items

Standby – Daily Rate and Standby – Weekly Rate, if included in Exhibit C, shall be paid strictly in accordance with Section 01 20 00 of Exhibit A and only upon written authorization by the Construction Manager.

5. CONTRACT TERM AND CONSTRUCTION PROGRESS SCHEDULE

5.1 Term and Notice to Proceed

The terms of this Contract shall be effective for three (3) years from the date of the written Notice to Proceed or the date of Final Completion, whichever occurs last. The Contractor shall commence work within 30 days after issuance of a written Notice to Proceed ("NTP") by the City. No Work shall begin prior to issuance of the NTP.

5.2 Substantial Completion

Substantial Completion shall be achieved no later than December 31, 2028, unless modified by written Change Order executed by the City.

Substantial Completion shall be defined and determined in accordance with Section 01 77 00 – Closeout Procedures of Exhibit A.

5.3 Final Completion

Final Completion shall be achieved no later than February 29, 2028, unless modified by written Change Order.

Final Completion includes completion of all punch list items, submission and acceptance of all closeout documents, and full compliance with the Contract Documents.

5.4 Seasonal and Regulatory Restrictions

The Contractor acknowledges that in-water work may be subject to regulatory restrictions, including but not limited to:

- Protected species requirements (including manatees);
- Permit-imposed seasonal restrictions;
- Environmental protection requirements.

The Contractor shall plan its Work accordingly and incorporate all anticipated seasonal and regulatory restrictions into its Construction Progress Schedule.

No additional compensation shall be due for delays resulting from known or reasonably anticipated seasonal or permit restrictions.

5.5 Time Extensions

Extensions of Contract Time shall be granted only in accordance with Section 01 32 16 – Construction Progress Schedule of Exhibit A, upon written request by the Contractor and written approval by the City, and with sufficient documentation demonstrating actual delay to the critical path of the Work.

No extension shall be granted for delays caused by Contractor's failure to properly staff or manage the Work, timely procure materials, account for seasonal restrictions or non-compliance with permit requirements:

5.6 Construction Progress Schedule

The Contractor shall prepare, submit, and maintain a detailed Construction Progress Schedule in accordance with Section 01 32 16 of Exhibit A.

The Construction Progress Schedule shall:

1. Be submitted prior to commencement of Work;
2. Include all major activities, milestones, durations, and dependencies;
3. Clearly identify the critical path;
4. Account for:
    - Seasonal shutdowns;
    - Protected species restrictions;
    - Weather considerations;
    - Permit limitations;
5. Include production rates consistent with the approved Capping Work Plan;
6. Be updated weekly;
7. Include a rolling three-week look-ahead schedule.

The approved baseline schedule shall be used to evaluate progress and time extension requests. Failure to submit required schedule updates may result in withholding of progress payments, rejection of payment applications, or suspension of Work.

6. PROJECT ADMINISTRATION AND AUTHORITY

6.1 Authority of City

The City shall have overall authority for the administration of this Contract. The City reserves the right to enforce compliance with the Contract Documents, approve Change Orders, determine substantial and final completion, and terminate the Contract in accordance with its terms. Nothing herein shall limit the City's rights under Florida law.

6.2 Authority of Construction Manager

The Construction Manager is the City's authorized representative for day-to-day administration of the Contract. The Construction Manager is authorized to review and approve or reject submittals, monitor performance of the Work, conduct inspections and testing oversight, issue written field directives consistent with the Contract Documents, reject nonconforming Work, or interpret technical requirements of the Contract Documents. Interpretations made in good faith by the Construction Manager shall govern unless modified in writing by the City. The Construction Manager does not have authority to modify the Contract Sum or Contract Time. Such modifications require a written Change Order executed by the City.

6.3 Authority to Stop Work

The City and Construction Manager shall have the authority to stop the Work whenever such stoppage may be necessary to ensure proper execution of the Work, ensure compliance with permit requirements, protect public safety, persons or property, or address nonconforming Work.

The Construction Manager may issue Stop Work directives without prior approval from the City when, in the Construction Manager's judgment, immediate action is necessary.

Contractor shall immediately comply with any Stop Work directive. Contractor shall not be entitled to additional compensation, standby charges, schedule extensions, or claims for delay arising from Contractor's failure to comply with safety requirements, permit conditions, or Contract Documents.

6.4 Requests for Information (RFIs)

Contractor shall submit all Requests for Information (RFIs) in writing in accordance with Section 01 33 00 – Submittal Procedures of Exhibit A.

RFI responses:

- Shall not modify Contract Sum or Contract Time
- Shall not constitute authorization for extra work
- Shall not relieve Contractor of responsibility for compliance

Changes in cost or time may only be authorized by written Change Order.

6.5 Meetings and Coordination

Contractor shall coordinate all aspects of the Work in accordance with Section 01 31 13 – Project Coordination of Exhibit A.

Contractor shall:

- Conduct Daily Tailgate Meetings prior to commencement of work
- Attend and participate in Weekly Construction Progress Meetings
- Prepare meeting agendas and minutes as required
- Coordinate with regulatory agencies as required

Failure to attend required meetings may result in rejection of progress payment applications.

6.6 Daily Reports and Project Reporting

Contractor shall prepare and submit Daily Activity Reports in accordance with Exhibit A.

Daily Activity Reports shall include, at a minimum:

- Description of work activities
- Location of operations
- Equipment utilization and downtime
- Quantities placed
- Environmental compliance monitoring
- Inspection results
- Survey logs
- Any incidents, exceedances, or unusual conditions

Reports shall be submitted no later than 10:00 a.m. on the following workday unless otherwise specified.

6.7 Contact List and Communication Protocol

Contractor shall establish and maintain a current Project Contact List including Project Manager, Superintendent, Quality Control Manager, Safety Officer, Environmental Compliance Manager, and emergency contact information. The Contact List shall be updated within twenty-four (24) hours of any change. All formal communications affecting Contract requirements shall be in writing.

6.8 No Waiver of Contractor Responsibility

- Oversight, inspection, monitoring, review, or approval by the City or Construction Manager shall not relieve Contractor of responsibility for construction means and methods, safety, or compliance with permits, nor shall such oversight, inspection, monitoring, review or approval by the City or Construction Manager constitute acceptance of defective or nonconforming work.

Contractor remains solely responsible for performance of the Work in accordance with the Contract Documents.

6.9 Notices

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Contract shall be delivered to the parties at the addresses identified below:

City: CITY OF COCOA BEACH
2 S Orlando Ave,
Cocoa Beach, FL 32931
Publicworks@CityofCococaBeach.com

Contractor: J.F. Brennan Company, Inc.
818 Bainbridge Street,
La Crosse, WI 54603
dgentges@jfbrennan.com

Engineer: TBD

7. CONTRACTOR RESPONSIBILITIES

7.1 General Responsibility for Performance

Contractor shall perform the Work in strict accordance with the Contract Documents and shall furnish all supervision, labor, materials, equipment, tools, transportation, services, and incidentals necessary to complete the Work.

Contractor shall be solely responsible for:

- Construction means, methods, techniques, sequences, and procedures
- Safety precautions and programs
- Coordination of subcontractors
- Protection of persons and property
- Compliance with all permits, laws, and regulations

Oversight, inspection, review, monitoring, or approval by the City or Construction Manager shall not relieve Contractor of these responsibilities.

7.2 Compliance with Exhibit A

Contractor shall comply with all applicable provisions of Exhibit A – Technical Specifications, Contract Drawings, and Permits, including but not limited to:

- Section 01 14 00 – Work Restrictions
- Section 01 31 13 – Project Coordination
- Section 01 32 16 – Construction Progress Schedule
- Section 01 33 00 – Submittal Procedures
- Section 01 35 29 – Health and Safety

- Section 01 35 43 – Environmental Procedures
- Section 01 45 00 – Quality Control
- Section 01 52 00 – Construction Facilities
- Section 01 55 00 – Traffic Control
- Section 01 71 23 – Field Engineering and Surveying
- Section 31 05 13 – Soils and Aggregates
- Section 32 90 00 – Restoration
- Section 35 00 00 – Waterway and Marine Construction
- Section 35 20 50 – Capping

Failure to comply with Exhibit A shall constitute a material breach of Contract.

7.3 Environmental and Permit Compliance

Contractor shall perform all Work in strict compliance with Florida Department of Environmental Protection permits, U.S. Army Corps of Engineers authorizations, and all other applicable federal, state, and local environmental regulations.

Contractor shall be solely responsible for water quality compliance, turbidity control, wildlife protection, spill prevention and response, hazardous materials handling, environmental reporting, compliance with protected species requirements and implementation of permit conditions.

Contractor shall bear all costs associated with spills, violations, exceedances, cleanup, fines, penalties, or regulatory actions.

No additional compensation or time extension shall be granted for Contractor-caused environmental noncompliance.

In the event of a conflict between the Contract Documents and any permit, regulatory, or statutory requirement, the more stringent requirement shall govern as determined by the Construction Manager.

7.4 Marine and Navigation Compliance

Contractor shall comply with Exhibit A, Section 35 00 00 – Waterway and Marine Construction and all applicable United States Coast Guard (USCG) regulations.

Contractor shall:

- Maintain required lighting and signage
- Submit required Notices to Mariners
- Avoid unreasonable interference with navigation

- Prevent grounding or sediment disturbance
- Properly secure vessels during storm conditions

Any delays resulting from marine noncompliance shall be at Contractor's sole expense.

7.5 Traffic Control and Site Access

Contractor shall prepare, submit, and implement a Traffic Control Plan in accordance with Exhibit A.

Contractor shall comply with FDOT and MUTCD requirements, use approved truck routes only, conduct daily inspections of traffic control devices, and correct deficiencies immediately. Failure to comply may result in suspension of Work.

7.6 Safety Responsibility

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety programs in connection with the Work.

Contractor shall prepare and implement a Site-Specific Health and Safety Plan in accordance with Exhibit A.

Nothing in this Contract shall relieve Contractor of sole responsibility for jobsite safety.

7.7 Utilities and Existing Conditions

Contractor shall locate and protect existing utilities, repair damage caused by its operations, and verify field conditions prior to construction.

7.8 Equipment Standards

All equipment used in or near the water shall comply with Exhibit A requirements, including use of biodegradable hydraulic fluids where required.

7.9 Security and Protection of Work

Contractor shall safeguard the Work, materials, and equipment. No claim shall be made against the City for theft, vandalism, or damage to Contractor's property

7.10 Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders in the performance of the Work.

Without limitation, Contractor shall comply with all statutory certifications and requirements applicable to public contracts in the State of Florida, including but not limited to:

(a) Section 448.095, Florida Statutes (E-Verify requirements);

(b) Section 287.135, Florida Statutes (Scrutinized Companies certification);

(c) Conflict of interest requirements under Chapter 112, Florida Statutes;

(d) Public records requirements under Section 119.0701, Florida Statutes;

(e) Emergency breach notification provisions under Section 501.171, Florida Statutes, if applicable;

(f) Any certifications required by Exhibit A or the Invitation to Bid.

Contractor shall ensure that all required certifications remain true and accurate throughout the duration of the Contract.

Failure to comply with this section shall constitute a material breach of Contract and may result in termination.

8. QUALITY CONTROL AND MATERIALS

8.1 Construction Quality Control Program

Contractor shall establish and implement a Construction Quality Control Program in accordance with the Contract Documents, including Exhibit A.

Prior to commencement of Work, Contractor shall submit a Construction Quality Control Plan ("CQCP") in accordance with Exhibit A, Section 01 45 00 – Quality Control. The CQCP shall describe Contractor's inspection, testing, documentation, and corrective action procedures.

No Work shall commence until the CQCP has been reviewed and accepted by the Construction Manager.

Acceptance of the CQCP does not relieve Contractor of sole responsibility for quality of the Work.

8.2 Quality Control Manager

Contractor shall designate a qualified Quality Control Manager ("QCM") with authority to:

- Enforce compliance with the Contract Documents;
- Stop non-conforming Work;
- Implement the CQCP;
- Coordinate inspections, testing, and documentation.

The QCM shall be present on Site during critical operations as required by Exhibit A.

8.3 Materials Requirements

All materials furnished under this Contract shall comply with the requirements of the Contract Documents, including but not limited to:

- Exhibit A, Section 31 05 13 – Soils and Aggregates
- Exhibit A, Section 35 20 50 – Capping
- Exhibit A, Section 32 90 00 – Restoration

Materials are subject to inspection and approval by the Construction Manager.

8.4 Imported Materials and Testing

All imported materials, including sand cap material, aggregates, and topsoil, shall:

- Be sampled and tested by an independent, Construction Manager-approved laboratory;
- Comply with FDEP guidance and Chapter 62-777, Florida Administrative Code;
- Be approved prior to delivery to the Site.

Materials that fail to meet specified requirements shall be rejected and removed from the Site at Contractor's sole expense.

8.5 Inspection and Verification

Contractor shall perform all inspections, sampling, testing, and surveys necessary to verify compliance with:

- Cap thickness requirements;
- Lift placement and overplacement limitations;
- Survey tolerances;
- Environmental and permit conditions.

Verification shall include core thickness measurements and bathymetric surveys as specified in Exhibit A.

8.6 Non-Conforming Work

Work or materials not in compliance with the Contract Documents shall be removed, replaced, or corrected at Contractor's sole cost.

If Contractor fails to correct non-conforming Work, the City may stop the work, withhold payment, or perform corrective work and recover costs from Contractor.

8.7 No Waiver of Responsibility

Inspection, review, monitoring, or approval by the City or Construction Manager shall not relieve Contractor of responsibility for compliance with the Contract Documents.

Contractor remains solely responsible for quality and performance of the Work.

9. TEMPORARY FACILITIES AND SITE CONTROL

9.1 General

Contractor shall furnish, install, operate, maintain, and remove all temporary facilities, controls, utilities, systems, and services necessary to safely and compliantly perform the Work in accordance with the Contract Documents.

All costs associated with temporary facilities and site controls shall be included in the Contract Sum. No separate payment shall be made unless expressly identified as a Bid Item.

9.2 Temporary Utilities

Contractor shall provide all temporary utilities required to perform the Work, including but not limited to:

- Electrical power
- Potable and non-potable water
- Sanitary facilities
- Lighting
- Internet/communications
- Fuel
- Associated connections and service equipment

Contractor shall:

- Obtain all permits required for temporary utilities
- Pay all activation, inspection, and usage fees
- Protect existing utilities
- Repair any damage caused by Contractor

The Construction Manager may suspend Work if temporary utilities are inadequate or non-compliant.

9.3 Construction Facilities

Contractor shall furnish and maintain construction facilities in accordance with Section 01 52 00 – Construction Facilities of Exhibit A.

This includes, but is not limited to, field office trailers (including one for Owner/Construction Manager use), parking areas, storage areas, equipment staging areas, construction entrances and exits, and temporary access roads.

All facilities shall be removed at completion and areas restored in accordance with the Contract Documents.

9.4 Site Security

Contractor shall implement and maintain a Site Security Program in accordance with Section 01 35 53 – Security Procedures of Exhibit A.

Contractor shall:

- Prepare and submit a Site Security Plan
- Control access to the Work Areas
- Maintain daily sign-in/sign-out logs
- Secure the Site during working and non-working hours
- Safeguard materials, equipment, and supplies

No claim shall be made against the City or Construction Manager for loss, theft, damage, or vandalism.

9.5 Traffic Control and Site Access

Contractor shall prepare, submit, and implement a Traffic Control Plan in accordance with Section 01 55 00 – Traffic Control of Exhibit A.

Contractor shall:

- Comply with FDOT requirements and MUTCD
- Use only approved truck routes
- Obtain required permits
- Conduct daily inspections of traffic control devices
- Correct deficiencies immediately

All costs associated with traffic control shall be included in the Contract Sum.

Failure to comply may result in suspension of Work.

9.6 Waterway and Marine Controls

Contractor shall comply with Section 35 00 00 – Waterway and Marine Construction of Exhibit A.

Prior to in-water Work, Contractor shall submit a Waterway Construction Plan which includes lighting and marking of equipment, floating warning signage, anchoring plan, storm securing procedures, navigation coordination, and United States Coast Guard (USCG) notifications.

Contractor further shall comply with all USCG and PATON requirements, avoid unreasonable interference with navigation, properly secure vessels during storm conditions, and inspect marine equipment daily. Delays resulting from Contractor's marine noncompliance shall be at Contractor's sole expense.

9.7 Environmental Controls (Temporary)

Contractor shall implement temporary environmental controls in accordance with Exhibit A, Section 01 35 43 – Environmental Procedures, Exhibit A, Section 35 20 50 – Capping, and all applicable permits, including but not limited to: turbidity control, erosion and sediment control, dust and odor control, and spill prevention and response. Environmental control measures are incidental to the Work unless specifically identified as a Bid Item.

9.8 Work Restrictions

Contractor shall comply with Exhibit A, Section 01 14 00 – Work Restrictions and all permit-imposed restrictions, including work hours, seasonal limitations, protected species requirements, and regulatory shutdown periods. Contractor shall plan the Work accordingly. No additional compensation shall be due for known or reasonably anticipated restrictions.

10. RESTORATION, COMPLETION, AND CLOSEOUT

10.1 Restoration Requirements

Contractor shall restore all disturbed areas in accordance with:

- Exhibit A, Section 32 90 00 – Restoration
- Exhibit A, Section 01 77 00 – Closeout Procedures
- Exhibit A, Section 01 78 39 – Project Record Documents

Restoration shall include, but is not limited to grading and soil preparation, topsoil placement, sod installation, tree and planting installation (as applicable), erosion repair and final stabilization. Final stabilization shall meet the vegetative density and performance standards set forth in Exhibit A and applicable permits. No area shall be considered complete until approved in writing by the Construction Manager.

10.2 Substantial Completion

When Contractor considers the Work substantially complete, Contractor shall submit written Notice of Substantial Completion in accordance with Section 01 77 00 of Exhibit A. Within ten (10) business days of receipt, the Construction Manager will inspect the Work. If deficiencies exist, Contractor shall correct them and resubmit notice. If Substantial Completion is achieved, the Construction Manager shall issue a Notice of Substantial Completion and prepare a punch list of remaining items.

Substantial Completion does not relieve Contractor of responsibility for completion of all Work.

10.3 Final Completion

Final Completion shall occur when:

- All Work is complete
- All punch list items are resolved
- All surveys are accepted
- All restoration is accepted
- All closeout submittals are approved

- All record documents are submitted
- All warranties are provided
- All lien releases are received
- Consent of surety to final payment is submitted

Final Completion shall be confirmed in writing by the Construction Manager.

10.4 Project Record Documents

Contractor shall maintain and submit complete Project Record Documents in accordance with Section 01 78 39 of Exhibit A.

Project Record Documents shall include, but are not limited to, as-built record drawings, survey record drawings, pre- and post-construction surveys, core thickness verification records, laboratory testing reports, daily reports, permits and approvals, change orders, submittals, and material delivery tickets.

All electronic drawings shall be submitted in AutoCAD Civil 3D (2023 or later) format unless otherwise approved.

Contractor shall not conceal Work until required record information has been documented.

10.5 As-Built Record Drawings

Contractor shall prepare and submit complete As-Built Record Drawings clearly identifying field changes, dimensional deviations, alternate materials, changes by Field Order and changes by Change Order.

As-Built Drawings shall use the same coordinate system as the Contract Drawings, be at the same scale and be clearly labeled “PROJECT RECORD DOCUMENT”. As-Built Drawings must be approved prior to Final Payment.

10.6 Warranty and Correction of Work

Contractor warrants that all Work shall be free from defects and shall conform to the Contract Documents for a period of one (1) year from Final Completion unless otherwise specified.

10.7 Restoration Warranty

(a) Sodded areas: 60-day warranty.

(b) Trees and plantings: 120-day warranty.

Contractor shall replace failed vegetation and repair erosion during the applicable warranty period at no additional cost to the City.

11. RISK ALLOCATION AND FINANCIAL SECURITY

11.1 Performance and Payment Bonds

Contractor shall furnish Performance and Payment Bonds in the amount of one hundred percent (100%) of the Contract Sum in accordance with Section 255.05, Florida Statutes, and the requirements of Exhibit A.

Bonds shall:

- Be issued by a surety authorized in Florida
- Name the City as obligee
- Be recorded with the Clerk of Court
- Remain in effect until Final Completion

Failure to provide or maintain required bonds shall constitute grounds for default.

11.2 Insurance

Contractor shall procure and maintain insurance in accordance with Exhibit A, including Section 00 60 20.

Policies shall:

- Be issued by insurers authorized in Florida
- Name the City, its officials, employees, and assigns as Additional Insureds
- Remain in effect for the duration of the Work

Certificates and endorsements shall be submitted prior to Notice to Proceed.

11.3 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from claims, damages, losses, liabilities, fines, penalties, and expenses arising out of the or resulting from the performance of the Work provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder This provision shall survive Final Completion.

Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the City beyond the waiver provided for in Section 768.28, Florida Statutes, as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Nothing herein shall constitute a waiver of the City's sovereign immunity protections. The City's liability hereunder shall be subject to the protections of and limitations on damages set forth in Section 768.28, Florida Statutes.

11.4 Environmental Responsibility and Cleanup

Contractor shall be solely responsible for any spill, release, exceedance, violation, or environmental damage caused by Contractor or its subcontractors. Contractor shall immediately take corrective action, bear all cleanup and restoration costs, pay all fines, penalties, and regulatory costs, and indemnify the City for environmental claims arising from Contractor operations. No additional compensation shall be granted for Contractor-caused environmental noncompliance.

11.5 Liquidated Damages

It is mutually agreed that time is of the essence for the performance of this Contract. If Contractor fails to achieve Substantial Completion within the time required, Contractor shall pay liquidated damages in the amount of $3,500 per calendar day. Liquidated damages are not a penalty, but represent a reasonable estimate of damages that may be deducted from amounts due Contractor. The City does not waive its right to liquidated damages due under this Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract. Contract days shall stop for purposes of determining if or how much liquidated damages shall be accrued upon substantial completion which shall occur as defined in this Contract and bid documents.

11.6 No Consequential Damages

Neither party shall be liable to the other for consequential, special, or indirect damages except as expressly provided for indemnification obligations.

11.7 Survival

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including all provisions relating to indemnification, environmental liability, warranty, audit rights, and bond obligations shall survive termination, cancellation, or expiration of this Contract.

12. TERMINATION, SUSPENSION, NON-APPROPRIATION, AND ASSIGNMENT

12.1 Termination for Cause

In the event the Contractor violates the provisions of this Contract, or otherwise fails to comply with any provisions of this Contract including: failure to prosecute the Work with sufficient diligence, failure to supply sufficient labor, materials or equipment, violation of permit requirements, failure to maintain required bond or insurance, becomes insolvent or files for bankruptcy, or if the progress or quality of the work is unsatisfactory, and unless immediate termination is required for public safety or regulatory compliance, the City may serve written notice to Contractor. If the Contractor fails within a period of ten (10) calendar days to correct such failure, City may terminate this Contract upon thirty (30) days written notice to Contractor.

Upon termination, Contractor shall immediately cease performance of this Contract and the City may take possession of the Site, complete the Work by whatever method it deems appropriate, and recover all excess completion costs from the Contractor and its surety.

12.2 Termination for Convenience

The City may terminate this Contract, in whole or in part, for any reason upon thirty (30) days written notice to the Contractor, provided that any outstanding approved task order is completed by the Contractor. In such event, Contractor shall cease Work as directed; protect and secure the Work; and submit a final pay application for Work properly performed. Such payment shall be limited to compensation for work properly performed to date of termination, reasonable demobilization costs, and approved materials properly stored.

12.3 Suspension of Work

The City or Construction Manager may suspend the Work for permit violations, safety concerns, regulatory directives, funding issues, or contractor non-compliance. If suspension is due to Contractor fault, no compensation or time extension shall be granted. If suspension is not caused by Contractor fault, time extensions may be considered in accordance with the Contract Documents.

12.4 Non-Appropriation

The City's performance and obligation to pay under this Contract are contingent upon annual appropriation of funds.

If funds are not appropriated for any fiscal year:

- The Contract shall terminate at the end of the funded fiscal year;
- The City shall not be liable for future payments beyond funds appropriated;
- Contractor shall be paid only for Work properly performed through the termination date.

Termination for non-appropriation shall not constitute a breach.

12.5 Assignment

Contractor shall not assign this Contract or any portion thereof to another entity without prior written consent of the other party. The City shall have the right to assign the Contract to Brevard County without the permission of the Contractor. Upon the assignment of this Contract by the City to Brevard County, the City shall be relieved of all liability and responsibility under this Contract.

Any assignment by the Contractor shall not relieve Contractor of its obligations under the Contract Documents.

13. GENERAL PROVISIONS

13.1 Public Records and Audit Requirements

Contractor shall comply with Section 119.0701, Florida Statutes, and all applicable public records laws.

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to this Contract, in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Contract, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Records, documents, books, and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained, and open to inspection by the City and its representatives during regular business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Contract.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If the Contractor fails to provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, F.S.

The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

Upon completion of the Contract, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services under this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the City.

Failure to comply with the provisions of this section shall result in the City taking enforcement action against the Contractor, including the cost to the City for gaining the Contractor's compliance, which will include, but is not limited to, the City's staff time expended to obtain compliance with this section, litigation filing fees, and attorney fees. The City may also unilaterally terminate the Contract if the City refuses to allow public access to Public Records as required by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT 321-868-3235 BY EMAIL AT CITYCLERK@CITYOFCOCOABEACH.COM, OR AT THE MAILING ADDRESS BELOW: 2 SOUTH ORLANDO AVE, COCOA BEACH, FLORIDA 32931

13.2 Governing Law, Venue, Attorney's Fees and WAIVER OF JURY TRIAL

This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. In the event of any legal action arising under this Contract, venue shall be in a court of competent jurisdiction in and for Brevard County, Florida, each party shall bear its own attorney's fees and costs and **ANY TRIAL SHALL BE NONJURY**.

13.3 Entire Agreement

This Contract, together with the Contract Documents, constitutes the entire agreement between the parties. All prior negotiations, representations, or agreements, whether written or oral, are superseded by this Contract.

13.4 Severability and Waiver

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Failure of either party to enforce any provision of this Contract shall not constitute a waiver of that provision or any other provision.

13.5 UNAUTHORIZED ALIEN WORKERS – Employment Eligibility Verification (E-Verify)

The Contractor:

Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract; and

Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and

Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program; and

Agrees that compliance with the terms of this section is made an express condition of this Contract and the CITY may treat a failure to comply as a material breach; and

Shall require any sub-contractor to provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and

Agrees that nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

13.6 Scrutinized Companies

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub- agreements entered into for the performance of work under this Contract.

Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract for cause if the Contractor its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

IN WITNESS WHEREOF, the parties have executed this Contract through their duly authorized representative on the date of the last signature below.

CITY OF COCOA BEACH, FLORIDA

By: ________________________________

Mayor Keith Capizzi

Date: ______________________________

ATTEST:

____

Karin Grooms, City Clerk, CMC, MPA

Approved as to form and legal sufficiency:

____

City Attorney Becky Vose

J.F. BRENNAN COMPANY, INC.

I verify that the information provided on this contract is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: ______________________________ Date:_________________________

Title: ___________________________________

STATE OF FLORIDA

COUNTY OF ________________________________

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of______________, ________, by (name of person making statement).

[Notary Seal]

____

Notary Public

____

Name typed, printed or stamped

My Commission Expires: ____________

_______ Personally Known OR ________ Produced Identification

Type of Identification Produced ____

City of Cocoa Beach City Commission
Agenda Item Summary

DEPARTMENT MAKING REQUEST/NAME: City Clerk / Kris Kuehn, Chief

MEETING DATE February 19, 2026

REQUESTED MOTION/ACTION

Approve a three-year renewal of the Mutual Aid Agreement between the Brevard County Sheriff, Brevard County law enforcement agencies, and the City of Cocoa Beach; authorizing the Chief of Police to sign the agreement. The renewal would expire on December 31st, 2029.
Staff Representative: Kris Kuehn, Police Chief
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

na

BACKGROUND:

THIS AGREEMENT is made effective this **1st day of January, 2026**, irrespective of when signed, made by and between Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida; the Melbourne Airport Authority; and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. The parties to this Agreement may sometimes individually be referred to herein as an “agency” or a “party.”
WHEREAS, Section 23.1225, Florida Statutes, authorizes jurisdictions to enter into mutual aid agreements; and
WHEREAS, the parties hereto desire an expansive mutual aid relationship as authorized by this Statute.
NOW, THEREFORE, in consideration of the promises stated herein, the parties agree as follows:

MUTUAL AID AGREEMENT

THIS AGREEMENT is made effective this **1st day of January, 2026**, irrespective of when signed, made by and between Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida; the Melbourne Airport Authority; and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. The parties to this Agreement may sometimes individually be referred to herein as an "agency" or a "party."

WHEREAS, Section 23.1225, Florida Statutes, authorizes jurisdictions to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire an expansive mutual aid relationship as authorized by this Statute.

NOW, THEREFORE, in consideration of the promises stated herein, the parties agree as follows:

1. ***Time Limit***. This Agreement shall commence upon execution and shall expire at 12:00 midnight on the **31st day of December 2029**. Provided, however, that any party may withdraw from this Agreement by providing thirty (30) days advance written notice to all other parties and to the Florida Department of Law Enforcement, in which case the withdrawing party's rights and obligations hereunder shall terminate. The foregoing notwithstanding, the obligations and rights of indemnity pursuant to Paragraph 3 of this Agreement shall survive the termination of this Agreement or the withdrawal from this Agreement by any party.

2. ***Nature of Law Enforcement Assistance***. Law enforcement assistance may be provided by law enforcement officers ("officers") and personnel of any party to this Agreement (and they are hereby requested to provide such assistance) in the

jurisdiction of any party to this Agreement under the circumstances described below in which case any such officer and personnel shall have all powers, privileges and immunities as authorized in Section 23.127, Florida Statutes, or any corresponding provisions of law:

a. ***Investigations Outside Jurisdiction***. When an investigation involving a crime, ordinance violation, or traffic infraction, which occurs within the investigating agency's jurisdiction, may be facilitated by the conduct of law enforcement activities such as, but not by way of limitation: interviewing witnesses, interviewing suspects, executing search warrants, executing arrest warrants, collecting evidence, conducting surveillance, or apprehending offenders outside the jurisdictional area of the investigating agency, then such investigating agency may enter into the jurisdictional area of another party for these purposes.

The procedure for so doing shall be that the officer from the investigating agency, who intends to enter the jurisdictional area of another agency, shall give notice to such other agency of his or her intent to execute search warrants, execute arrest warrants, conduct surveillance or interviews, or apprehend offenders of the location in the other agency's jurisdictional area where the investigation or other law enforcement activity will take place, the nature of the investigation, or other law enforcement activity, and the identity of the officer who is in charge of the investigation or other law enforcement activity. If prior notice cannot be given due to the circumstances, notice shall be given as soon as reasonably possible. Likewise, upon concluding the investigatory or other law enforcement activities in the other agency's jurisdictional area, the officer in charge shall notify the other agency that the investigation or other law enforcement activity has concluded. The failure of an officer to follow these procedures shall not, however, invalidate the officer's exercise of law enforcement authority in such other agency's jurisdictional area, any arrests that occurred, any searches or seizures that occurred, or otherwise affect the validity of any law enforcement action taken. Nothing in this Agreement shall in any way waive or diminish the law enforcement powers and duties vested in the Sheriff and deputy sheriffs by the Florida Constitution, Florida Statutes, or the common law of the State of Florida.

b. ***Pursuits***. An officer may pursue any individual or individuals into the jurisdiction of another agency to the extent allowable by law. Upon apprehension of any such individual or individuals, such officer may take appropriate enforcement action, including arresting the offender for violations of the criminal law or ordinance, issuing traffic citations, seizing property or contraband, and making searches incidental to arrest, as allowable by law. To the extent allowable by law, the officer may charge the individual or individuals with violations of the law or infractions that occurred during the pursuit, even if such violations occurred outside the jurisdictional area of the officer's agency. The authority granted hereunder is in addition to that which is contained in Section 901.25, Florida Statutes, or any corresponding provisions of law. As used herein, the term "pursuit," shall not be limited to "fresh pursuits," but shall include all attempts to apprehend an offender/violator traveling from one agency's jurisdictional area to another's agency's jurisdictional area.

The procedure to be utilized shall be that, when practical, the pursuing officer shall notify the communications center of the agency in whose jurisdictional area the pursuit is taking place, as to the location of the pursuit and nature of the pursuit. Failure to follow these procedures, however, shall not invalidate the officer's exercise of law enforcement authority, any arrests that occur, any searches or seizures that occur or otherwise affect the validity of any law enforcement action taken.

c. ***Emergencies***. Any on-duty officer of one agency who is in or near the jurisdictional area of another agency and therein observes an emergency situation, including, but not limited to, a vehicular accident, pedestrian accident, boating accident, drowning, person in need of emergency first aid, a breach of the peace, or otherwise, may intervene and assist for the purpose of preserving life, limb and property until such time an officer of the affected jurisdiction arrives. While so doing, the officer shall have the power to make any and all arrests and otherwise act with full authority as a law enforcement officer in the jurisdictional area of the other agency. The procedure to be followed is that notice shall be made to the affected agency in whose jurisdictional area the activity has occurred or is occurring as soon as reasonably possible, and, upon the arrival of an officer of the affected agency, such arriving officer shall take command of the emergency. In addition, upon arrival of the affected agency's officer, such officer shall take custody of any arrestee, and collect evidence, fruits of any crime, instrumentalities of any crime, and safeguard any property. Failure to follow these procedures shall not invalidate or affect the officer's exercise of law enforcement authority, any arrests that occur, any searches that occur, or any law enforcement actions taken.

d. ***Arrests Outside Jurisdiction***. Any on-duty officer in whose presence is committed one or more of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide; theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed; in the jurisdictional area of another agency, may affect the arrest of such offender and detain such offender until an officer of that other agency arrives, in which case the arrestee and all evidence shall be provided to the officer of such other agency in whose jurisdictional area the arrest occurred, who shall conclude the investigation, take custody of the arrestee, evidence, fruits of the crime, instrumentalities of the crime and secure all property of the arrestee.

e. ***Off-Duty Activities***. An officer of one agency may, while off duty and in the jurisdictional area of another agency, arrest offenders who commit in their presence any of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide;

theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed. An officer making an off-duty arrest outside of the jurisdictional area of their agency pursuant to this Agreement shall follow the procedures adopted by their agency for off-duty arrests. In addition to those procedures adopted by officer's agency, an officer shall comply with the following additional procedures:

1) As soon as is practical after the subject has been arrested, the officer shall notify the agency in whose jurisdictional area the arrest occurred, at which time such agency shall assume responsibility for the arrestee, physical evidence relating to the arrest, fruits of the crime, instrumentalities of the crime, and shall secure the property of the arrestee pursuant to its own policies and procedures; and

2) The arresting officer and an officer from the agency in whose jurisdictional area the arrest occurred shall complete such reports, property receipts, and other documents as are required by their respective agencies.

3) No deviation from any procedure outlined above shall invalidate an arrest or search and seizure, affect the law enforcement authority conferred upon any officer pursuant to this Agreement, or invalidate any other law enforcement action.

f. ***Requested Assistance***. At any time, an officer of any agency may request the assistance of an off-duty or on-duty officer of another agency. The request may be made for assistance due to emergencies, such as civil disturbances, "officer in trouble" calls, accidents, incidents wherein life, limb or property is in peril, catastrophes, or any other emergency, or for routine, non-emergency matters, such as requests that routine calls for law enforcement service be covered by the assisting agency while the requesting agency's officers are busy handling more serious calls for service, or any other non-emergency request for assistance. The procedure for requesting and authorizing such assistance is as follows:

1) the requesting agency shall direct its request to the communications center of the assisting agency.
2) The shift commander, or other responsible officer of the assisting agency, shall determine whether or not the assisting agency can provide the requested assistance and who from the assisting agency shall render such assistance.
3) The officer from the assisting agency may render such assistance as requested under the command of the requesting agency.

g. ***Temporary Personnel Assignment***. Any agency that is a party to this Agreement may request an inter-jurisdiction loan of personnel on a temporary basis for the purpose of assisting the requesting agency with specific objectives. For example, but not by way of limitation, one agency may borrow personnel from another agency to act in an undercover capacity within the requesting agency's jurisdiction, or assist within the communications center or public safety answering point (PSAP) with telephone or radio activity. Such personnel loans may also be utilized for traffic and crowd control during special events, criminal investigations wherein specialized expertise is needed, to establish a task force to investigate organized criminal activity affecting the jurisdictional area of more than one agency, during times when 9-1-1 calls are alternately routed to the host agency, or for any other lawful purpose. During such temporary assignment, the requesting agency shall have command responsibility for the assisting officer or telecommunicator. The procedure for requesting this type of assistance shall be as follows:

1) The requesting agency shall direct its request, preferably in writing, to the Chief of Police, Sheriff, or agency head of the agency from which the requesting agency is requesting assistance.
2) The agency head of the assisting agency shall determine if the assisting agency is able to fulfill the request.
3) The agency requesting assistance shall have command responsibility for all personnel transferred pursuant to subparagraph 2.g. of this Agreement.
4) The requesting agency and the assisting agency may, by contract, make provision for such issues as the amount of compensation that the requesting agency will pay the assisting agency, if any, for use of the assisting agency's personnel. In the absence of any agreement on this issue, the assisting agency shall pay the compensation and other benefits for its own personnel while they are assigned to the requesting agency. The agreement between the requesting agency and the assisting agency may also provide for the distribution of forfeited currency or property. In the absence of an agreement to the contrary, the requesting agency shall retain all such forfeited

currency or property. The requesting agency and the assisting agency may make any other valid agreement without considerations to the provisions of this Agreement.

3. ***Indemnification***. Under all of the circumstances enumerated hereinabove in Subparagraphs 2.a through 2.g, each jurisdiction to the extent provided by law shall have responsibility for any losses, damages or claims arising from the acts or omissions of its own employees, whether such acts or omissions occur within or without its jurisdiction. Furthermore, to the extent permitted by law, each jurisdiction shall indemnify and hold all other jurisdictions harmless for any losses, damages, or claims (including, without limitation, attorneys' fees and costs incurred in defense of any such claims) arising from the acts or omissions of its officers while such officers are engaged in activities outside their jurisdictions. In the event that any injury or loss is caused, in part, by the officer(s) of one jurisdiction and, in part, by the officer(s) of another jurisdiction, while any officers are acting outside of their jurisdiction, then each jurisdiction shall bear responsibility based on the percentage of its liability as determined by settlement or as finally adjudicated in a court of law. The provisions of this Paragraph 3 are not intended to, nor shall they operate to affect the rights, defenses, limitations, privileges and immunities of the parties pursuant to the provisions of Section 768.28(5), Florida Statutes, as amended from time to time, or any corresponding provisions of law. Notwithstanding the foregoing, the indemnification hereinbefore set forth shall not be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, reckless, willful or intentional acts or omissions.

4. ***Interpretation***. This Agreement is intended to provide broad extra jurisdictional authority to the officers who are employed by the parties hereto. Any deviation from policies or procedures in attempting to exercise extraterritorial jurisdiction by any officer shall not affect the validity of any arrest or other law enforcement action taken pursuant to this Agreement. It is the express intent of the parties that the policies and procedures described herein and in the internal policies of each agency are for the administrative direction of their officers and not intended to limit the exercise of jurisdiction pursuant to this Agreement.

5. ***Deputized Officers/Indemnity***. To the extent that any officers of any of the jurisdictions that are party hereto have been deputized by the Sheriff, and to the extent that any of these officers act outside of their employing agency's jurisdiction, the indemnity provisions contained in this Agreement shall apply to any acts or omissions of such officers while they act outside their jurisdiction, irrespective of the fact that such officers are sworn deputy sheriffs.

6. ***Command Responsibility***. Except for the circumstances described in Subparagraphs 2.f and 2.g hereinabove, command responsibility shall be determined as follows:

   a. When an officer is acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement, such officer's agency shall have command responsibility over the officer's actions, until such time as command responsibility is transferred to another agency pursuant hereto.

   b. When an arrest is made by an officer acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement for criminal activities that occurred outside of the jurisdictional area of such officer's agency, then, upon arrival of an officer from the agency in whose jurisdictional area the crime occurred, that arriving officer shall assume command responsibility for the arrestee, property, and criminal investigation.

c. When an officer of one agency enters the jurisdictional area of another agency for the purpose of continuing a criminal investigation, or pursuing a subject, arising from an offense that occurred within the jurisdictional area of such officer's agency, such officer's agency shall retain command responsibility for such officer.

d. The foregoing notwithstanding, should an emergency arise while an officer is acting outside of the jurisdictional area of such officer's agency, such as injury to the officer, a hostage situation, a barricaded suspect, or any other emergency, the shift commander of the agency in whose jurisdictional area the emergency is occurring shall, upon arrival, have command responsibility for the emergency and all officers at the scene of the emergency until the emergency is resolved. The determination of when an emergency exists shall be within the discretion of the shift commander for the agency in whose jurisdictional area the emergency occurs.

7. ***No Third Party Beneficiaries***. This Agreement is for the benefit of the parties who are signatories hereto, and their officers, employees and agents. No other individual or entity is intended to benefit hereby.

8. ***Cumulative Effect***. This Agreement is cumulative with laws, ordinances, resolutions or other agreements that relate to an officer's exercise of law enforcement authority outside the jurisdictional area of the officer's agency with respect to the parties to this Agreement. This Agreement is not intended to provide

the sole basis upon which law enforcement authority may be exercised outside the geographic area of any party to this Agreement.

9. ***Savings Clause***. The parties agree that the provisions of this Agreement are severable and should any of its provisions, clauses or portions thereof be deemed invalid and of no force and effect, only that provision, clause or portion thereof shall fail and the remainder of this Agreement shall be in full force and effect. Furthermore, if the scope of this Agreement is too broad, then the parties intend for the Court to enforce the Agreement to the extent that it determines is reasonable.

10. ***Binding Effect***. This Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of the parties hereto.

11. ***Applicable Law***. This Agreement shall be governed by the laws of the State of Florida. Venue in any action to enforce or interpret this Agreement or any action related to the employment relationship created hereunder shall lie exclusively in the appropriate state court located in Brevard County, Florida.

12. ***Compensation for Assistance.*** Unless specifically agreed to in writing by the respective agencies, compensation to the assisting officer shall be paid by the agency that employs the officer.

13. ***Authority to Enter Into this Agreement.*** Each Agency that is a signatory to this Agreement and, thus is party to this Agreement, hereby acknowledges that Section 23.1225(3), Florida Statutes, requires that this Agreement must be signed by the chief executive officer of the Agency, who is authorized to bind the Agency. Each Agency represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action at a duly noticed meeting of the governing body of such Agency, and the individual signing this Agreement is the

chief executive officer of such Agency and has the authority to bind the Agency whom such individual represents. Notwithstanding the foregoing, Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, hereby acknowledges and represents that he has the authority to enter into this Agreement without the approval of any governing body based on the opinion of the Office of the Florida Attorney General, Opinion 96-07, issued on January 26, 1996.

14. ***This Agreement to Supersede Previous Agreement.*** This Agreement shall supersede and replace the prior Mutual Aid Agreement dated January 1, 2023, in all respects, as to each Agency as to when that Agency signs this Agreement.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

BY: ________________________________
(Printed Name)

____
Chief of Police, Renee Purden
Melbourne Airport Authority

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: __________________________________
(Printed Name)

____
Chief of Police, Evander Collier IV
City of Cocoa

Date: _____________________

BY: __________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____________________

BY: __________________________________
(Printed Name)

____
Chief of Police, Kris Kuehn
City of Cocoa Beach

Date: _____________________

BY: __________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, Michael Connor
Town of Indialantic

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, David Butler
City of Indian Harbour Beach

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, Tim Zander
Town of Melbourne Beach

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: __________________________________
(Printed Name)

____
Chief of Police, Mariano Augello
City of Palm Bay

Date: ____________________

BY: __________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, Christopher Crawford
City of Rockledge

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, Brad Hodge
City of Satellite Beach

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, John Lau
City of Titusville

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, Greg Vesta
City of West Melbourne

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________

BY: ________________________________
(Printed Name)

____
Chief of Police, David Gillespie
City of Melbourne

Date: ____________________

BY: ________________________________
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: ____________________