



Meeting Agenda
Thursday, April 16, 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 Community Church
3. Roll Call

B. APPROVAL OF THE AGENDA

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

C. SPECIAL PRESENTATIONS

1. Present Proclamation proclaiming the month April as Water Conservation Month
Representative: James Cannon

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 March 19th, 2026 & April 2nd, 2026, Commission Meeting Minutes
Staff Representative: City Clerk Department
2. Approve the following Memorandums of Understanding (MOUs) for School Resource Officer (SRO) services for the 2026–2027 school year:
 - **School Board of Brevard County & City of Cocoa Beach:** One-year MOU for SRO services, with reimbursement of \$77,000 per SRO for up to two (2) SROs, aligning with the School Board’s agreement with the Brevard County Sheriff’s Office.
 - **City of Cocoa Beach & City of Cape Canaveral:** One-year MOU to share the cost of the SRO assigned to Cocoa Beach Junior/Senior High School.

These are budgeted items for FY27.

Staff Representative: Kris Kuehn, Police Chief

Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Adopt Ordinance 1712 on second reading, An Ordinance of the City of Cocoa Beach, Florida, changing the start time for regular meetings of the City Commission to 6:00: providing for conflicts, severability, non-codification, and an effective date.
Commission Representative: Jeremy Hutcherson, Commissioner
Recommendation: Adopt on Second Reading
2. Adopt Ordinance 1713 on second reading, An Ordinance of the City of Cocoa Beach, Florida, adopting the latest version of the International Property Maintenance Code as amended herein; providing for the repeal of the prior inconsistent ordinance and resolutions; incorporation into the code; severability and an effective date.
Staff Representative: Brian Palmer, Deputy Development Services Director
Recommendation: Adopt on Second Reading

K. NEW BUSINESS

1. Cocoa Beach Senior Center (Formally Freedom 7 Senior Center) - Request for \$30,000 in City Funds to be budgeted in FY27 for support of the part-time director's salary.
Representative: ~~Nicole Sahr Downey, Executive Director of Cocoa Beach Senior Center.~~ Annetta Gross, Jenny Burris, Mike Nichols - Updated 4/13/26
2. ~~**PULLED 04/14/26** Adopt Ordinance 1710 on first reading—An ordinance of the City of Cocoa Beach, Florida, related to travel and car rental agencies,~~

~~amending section 2, "RM-2 MULTIFAMILY PROFESSIONAL DISTRICT" and "CT-1 OCEANFRONT RESIDENTIAL AND TRANSIENT DISTRICT" of Article III "ESTABLISHMENT OF STANDARD ZONING DISTRICTS" of Chapter II- "ZONING DISTRICTS" to of the Code of Ordinances; providing for conflicts, codification, severability, and an effective date.~~

~~Staff Representative: David Dickey, Development Services Director~~

~~Recommendation: Adopt on first reading~~

3. Adopt Ordinance 1714 on first reading - an ordinance of the City of Cocoa Beach, Florida, amending section 4-43, "SPECIAL EXCEPTIONS"; and section 4-46, "AMENDMENTS TO THE ZONING MAP" of Article I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; and Article V, "AMENDMENTS"; of Chapter IV – "LAND DEVELOPMENT PROCEDURES" respectively of the Code Ordinances; providing for conflicts, codification, severability, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on first reading

4. Adopt Ordinance 1715 on first reading — an ordinance of the City Commission of the City of Cocoa Beach, Florida, amending the Code of Ordinances, Chapter 15, by adding a new section 15-39A, entitled "UNAUTHORIZED COMMERCIAL EQUIPMENT"; Providing for legislative findings; providing definitions, providing for the impoundment of unauthorized commercial equipment used in connection with unlicensed commercial activity in the Ocean Beach Park; providing for notice, administrative fees, and reclaim procedures; providing for joint and several responsibility of owners, operators, principals, employees, agents and persons acting on behalf of an unlicensed beach business; providing for appeal; providing for codification; severability, conflicts, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on first reading

5. Approve Task Order #8 from Kimley Horn in the amount of \$64,055 to provide professional landscape architectural services, bidding assistance and Joint Partnership Agreement application preparation through FDOT for the beautification of eight (8) existing landscape medians located along State Road 520 from Bicentennial Park to Ocean Beach Blvd. This is a budgeted capital item. - (Added 4/14/26)

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

L. GENERAL PUBLIC COMMENT

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

M. ADJOURNMENT

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

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Carrie Lombardo, Executive Assistant

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Present Proclamation proclaiming the month April as Water Conservation Month
Representative: James Cannon

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Proclamation - Water Conservation

Proclamation



Whereas, water is a basic and essential need of every living creature; and

Whereas, The State of Florida, Water Management Districts and The City of Cocoa Beach are working together to increase awareness about the importance of water conservation; and

Whereas, The City of Cocoa Beach and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources and

Whereas, The City of Cocoa Beach has always encouraged and supported water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference when it comes to conserving water; and

Whereas, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

Whereas, outdoor irrigation comprises a large portion of water use, The City of Cocoa Beach will encourage citizens and businesses to focus on improving outdoor irrigation efficiency;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of Cocoa Beach, do hereby proclaim the month of April as

Water Conservation Month

The City of Cocoa Beach, Florida calls upon all residents and businesses to help protect our precious water resources by practicing water-saving measures and increasing awareness of the importance of conservation. In recognition of the 28th year of Water Conservation Month, this year's focus will be on ensuring that outdoor irrigation systems operate efficiently by using properly functioning rain shutoff devices. By making sure these devices are installed, connected, and working as intended, our community can prevent unnecessary watering, reduce waste, and make better use of the rainfall we receive.

Keith Capizzi, Mayor

Karin Grooms, City Clerk

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
March 19, 2026

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance
2. Invocation by Mark Wodka, Reverend, Canaveral Port Ministry
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
Engineer, Gary Basham
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Chief Justin Grimes
Fire Deputy Chief, Steve Lea
Human Resources Cindy DePina
Information Technology Deputy Director, Ron Munns
Information Technology, Michael Lesdema
Information Technology, Tristian Takacs
Leisure Services Andi Segarra
Logistics Manager, Steve Macko
Police Chief Kris Kuehn
Police, Major Joseph Versaggi
Police, Major Manny Hernandez
Project Manager, Taylor Mottolo
Public Works Manager, Marcus Baker
Stormwater Manager, Morgan Zuhlke
Water Reclamation Director Brad Kalsow

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B. APPROVAL OF THE AGENDA

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

MOTION BY HUTCHERSON/JACKSON

I MOVE TO APPROVE WITH ITEM H4 REMOVED.

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 spoke regarding the recent Board of Adjustment meeting and the exception request. She discussed the role of a quasi-judicial board and outlined what is expected of board members in such proceedings. She referenced variances and the associated hardship requirements and expressed her perspective on the standards that should be applied by the board.

Mayor Capizzi emphasized the need for additional education and training on applicable codes for board members, including the possibility of holding informational meetings prior to board meetings.

Ms. Becky Vose, City Attorney, clarified that there had been a misunderstanding, noting that the request in question was not a variance but rather an exemption, which is subject to different standards. Mayor Capizzi reiterated the importance of pre-meeting educational sessions.

D. STAFF REPORTS AND ANNOUNCEMENTS

Mr. Wes Mullins, City Manager, provided the following updates:

He reported that work at Ramp Road Park continued, with the city awaiting the Florida Department of Environmental Protection to install the remaining stormwater pipes. Construction of the parking lot was ongoing.

He announced that the vulnerability study would be presented to the public on May 12 at 6:00 p.m., noting that the presentation would address identified risks and potential future solutions.

He advised that the burn ban remained in effect.

He reported a microburst that occurred the previous Monday near the golf course, noting that the city sustained damage. He thanked staff for their hard work in responding to and reopening facilities quickly.

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He stated that the Police Department held its annual awards event at the Country Club, thanked Leisure Services for coordinating the event, and acknowledged Commissioner Hutcherson for his attendance.

He reported that he met with stakeholders at McNabb Park regarding the pavers.

He noted that Mr. Kalsow, Water Reclamation Director, was working on obtaining a quote to install a shower at Bicentennial Park.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney had no report.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Jackson referenced a recent incident and commended City staff and professionals for their response, noting the importance of their work, particularly when it impacts families.

Commissioner Tumulty commented on the same event, commending staff for their efforts. He described the microburst near the school, noting conditions were severe, including limited visibility in the commons area at Cocoa Beach High School. He also referenced conditions on the golf course, mentioning what appeared to be tornado-like activity and the loss of a tree, noting there was a silver lining. He further reminded the public that spring break was approaching and encouraged caution with more children out in the community.

Commissioner Hutcherson noted that an email regarding the budget and upcoming workshop had been forwarded.

Commissioner Williams initially had no report.

Mayor Capizzi stated that he was driving during the incident and was informed of the situation, noting that no one was injured. He commended maintenance crews for their response and recognized Marcus for providing timely updates.

Commissioner Williams later reported an incident that occurred with the time change causing damage to his vehicle.

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

1. Discuss adding Brick Pavers on Brevard Avenue
Staff Representative: Wes Mullins, City Manager

Commission will reconvene for the remaining items.

MOTION BY HUTCHERSON/JACKSON
I MOVE TO DISCUSS

Mr. Brad Kalsow, Water Reclamation Director, informed the Board that the brick paver project would cost approximately \$16,000 for materials. He noted that he specifically selected pavers consistent with those used on Minutemen.

Vice Mayor Williams inquired about the project location, and it was confirmed to be along Brevard Avenue to 4th Street North. It was clarified that City staff would perform the installation.

Commissioner Tumulty inquired about staff's experience in laying pavers. Mr. Kalsow expressed confidence in the crew's ability to complete the work. Commissioner Jackson added that completing the work in-house would provide staff with experience for future repairs. Commissioner Hutcherson noted the frequent use of Brevard Avenue for events.

An inquiry was made regarding the alleyway, and it was clarified that a third party had completed that project.

MOTION WILLIAMS/HUTCHERSON
I MOVE TO SUPPORT FUNDING
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Discussion followed regarding Cape Canaveral and Ocean Beach Boulevard.

City Manager Mullins noted that half of the funding would come from Community Redevelopment Agency (CRA) funds, with the remaining half funded through the General Fund, stating this was the best path forward.

Mr. Kalsow expressed concerns regarding sidewalk slopes and emphasized the importance of ensuring compliance with accessibility requirements during installation.

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Mr. Don Haynes inquired about the cost per square foot, initially referencing \$6.50 per square foot. Mayor Capizzi noted that the work would be completed by staff, and the Commission discussed and calculated the estimated cost per square foot.

Mr. Kalsow clarified that the quote was based on approximately 5,000 square feet.

Commissioner Tumulty emphasized the importance of maintaining the pavers. Commissioner Hutcherson noted that the form provided to the Commission indicated the project was within budget. Mayor Capizzi requested that the City Manager ensure a maintenance plan would be in place.

H. CONSENT AGENDA

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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

2. **ITEM PULLED 3/17/2026** ~~Approve Amendment 1 for contract CB23-003 Continuing Engineering Services with Kimley-Horn amending the Hourly Labor Rate Schedule to last through September 30, 2028 and Contract Administration.~~
~~Staff Representative: Taylor Mottolo, Project Manager~~
~~Recommendation: Approve~~

3. Approve Contract Extension Agreements to award bidders under CB23-001 Continuing Services for Minor Construction Projects for a period of 1 year to expire March 31, 2027.
Staff Representative: Taylor Mottolo, Project Manager
Recommendation: Approve

4. Approve the Amendment to the Development Agreement between the City of Cocoa Beach and EKS Sooner One, LLC
Staff Representative: David Dickey, Development Services Director
Recommendation: Approve

5. Approval of Proclamation – Tuskegee Airmen Commemoration Day (March 28, 2026)

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I. ITEMS REMOVED FROM THE CONSENT AGENDA

Item H4 was removed from the consent agenda by Commission Hutcherson.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson requested clarification from the previous meeting regarding impact fees and the amendment motion that was not approved.

Mayor Capizzi stated that he did not support impact fees but expressed his approval of the agreement.

Commissioner Jackson requested clarification from the Director regarding the agreement.

Vice Mayor Williams confirmed that this was the one outstanding agreement.

Mr. David Dickey, Development Services Director, referenced the prior meeting and noted that staff had been directed to review language related to impact fees. He discussed previous projects that could be affected and provided an overview of development agreements generally.

Regarding the current project, The Drift, Mr. Dickey outlined the approach taken and noted that the development agreement had been completed. He stated that the project was sufficiently advanced to qualify for the exemption. He added that Mr. Cole, attorney for The Drift, had indicated agreement with the terms, noting his absence from the meeting. Mr. Dickey stated that staff's actions were consistent with the intent of the Commission.

Commissioner Jackson commented that, given the progress of the project, the approach was reasonable.

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J. UNFINISHED BUSINESS

1. Adopt Ordinance 1709 on second reading — an ordinance of the city of Cocoa Beach, Florida, relating to municipal impact fees; creating Chapter VIII, "Impact Fees", of the City of Cocoa Beach Code of Ordinances; adopting the City of Cocoa Beach 2026 Municipal Impact Fee Study, dated January 26, 2026; providing legislative findings related to police impact fees; providing for the imposition, collection, and use of police impact fees; providing definitions and legislative findings related to fire impact fees; providing for the imposition, collection, and use of fire impact fees; providing definitions and legislative intent related to general government impact fees; providing for the imposition, collection, and use of general government impact fees; providing for conflicts, codification, severability, and an effective date.

Staff Representative: David Dickey, Development Services

Recommendation: Adopt on Second Reading

MOTION BY HUTCHERSON/ JACKSON

I MOVE TO ADOPT ORDINANCE 1709

ROLL CALL VOTE AYE: 4 NAY: 1 CAPIZZI

Ms. Janice Scott noted the ordinance and inquired about what the impact fees were.

Vice-Mayor Williams read the impact fees from the agenda packet.

Vice Mayor Williams read the impact fee calculations, noting \$1,080 for police, \$1,034 for fire, and \$946 for general government, for a total of \$3,060.

Mayor Capizzi referenced additional fees, stating the total costs could be approximately \$9,000 to include city fees.

Mr. Don Haynes discussed building and permitting costs, referencing substantial overall expenses associated with construction. He inquired about the application of impact fees to residential homes and cited examples estimating costs around \$20,000 when factoring in various expenses and overhead. He expressed concern regarding affordability, noting the cumulative financial burden on property owners and taxpayers, and questioned how fees are allocated and utilized.

Mayor Capizzi noted who the ordinance would affect.

Commissioner Hutcherson stated that the cost would still occur, referencing impact fees and millage, and discussed the reconciliation of those fees. Mayor Capizzi inquired about fairness.

Commissioner Jackson noted the need to address an issue that had not been corrected previously.

Mayor Capizzi raised concerns regarding double taxation, citing minimal projects and the potential for creating an additional barrier.

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Commissioner Jackson acknowledged both sides of the issue and referenced a study comparing other cities, noting that the City appeared to be out of line in terms of impact fees. He added that the cost ultimately falls on residents.

Mayor Capizzi discussed the properties affected and the associated impacts. Commissioner Jackson stated that he did not see a reduction. Commissioner Hutcherson noted that there is a fixed level of service and referenced the City's capital investment, providing examples related to current and future residents and how rates would apply.

Commissioner Tumulty referenced the five affected properties and inquired about specific scenarios, including the application of impact fees following a natural disaster.

Mr. Joe Williams of Rafetlis clarified that in the event of a natural disaster, affected properties would be grandfathered in, and the fees would not apply.

Commissioner Tumulty reiterated that the ordinance would impact only a limited number of properties. Mr. Williams further explained who would be responsible for paying the fees. The Commission discussed the definition and application of impact fees.

Mr. David Dickey, Development Services Director, addressed the Commission's concerns regarding impact fees and their applicability, noting that there are few remaining "greenfield" sites within the City. He also referenced the Drift development, stating it is being constructed on a property that would have originally been subject to impact fees therefore received credits.

Mayor Capizzi noted that he had spoken with individuals who would be affected by the ordinance and expressed concern that it could create a potential setback for doing business in the city.

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K. NEW BUSINESS

1. Approve the following Dispatching Service Interlocal Agreements:

- Brevard County Sheriff's Office
- Tri-Agreement with Brevard County Commissioners/Brevard County Sheriff / Brevard County Fire Rescue
- Tyler Technology Agreement — Added **3/18/26**

Staff Representative: Kris Kuehn, Police Chief, Justin Grimes, Fire Chief
Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Police Chief Kris Kuehn noted an upcoming bill moving forward in the State Legislature regarding the consolidation of 911 dispatch services, mentioning the city is getting ahead of the bill prior to other cities.

City Manager Mullins informed the Commission that the bill was pulled this year. However, it will be brought forward next year.

Fire Chief Justin Grimes spoke on the Fire side regarding centralized dispatch, noting operations and overlap.

Commissioner Hutcherson noted the cost operationally would be zero and an improvement to services. Chief Grimes confirmed the process would be streamlined.

Chief Kuehn noted agencies would be working on the same systems and working together with other agencies. Vice Mayor Williams noted the substantial cost savings for the city.

Commissioner Jackson commended staff for smart leadership and cost savings, noting taking care of employees and providing early opportunities for staff.

Chief Kuehn commended the Brevard County Sheriff's Office for working with staff and assisting in getting the change completed.

Mayor Capizzi noted the relationship and spoke on the partnership with the County.

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2. Thunder on Cocoa Beach – Request for In-Kind Sponsorship not to exceed \$5,000. — This is not a budgeted item.
Requestor: Jenny Pruett, Freedom Fighter

MOTION BY WILLIAMS/JACKSON

I MOVE TO APPROVAL

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Janice Scott noted that the event is currently unfunded and falls during turtle nesting season. She inquired about state approval, referenced the Port, and requested that the event date be moved.

Mayor Capizzi spoke in support of the event, noting its role as the City's annual block party and highlighting its economic benefit to the community.

Commissioner Tumulty also spoke on the event, expressing support for coordinating the block party alongside it. He noted the associated costs and referenced the overall monetary value and benefit to residents.

Ms. Scott reiterated her request to move the event due to turtle nesting concerns.

Mayor Capizzi then asked Ms. Jenny Pruett about potential alternative dates. Ms. Pruett clarified that she is not a director for Thunder on Cocoa Beach but serves as the event's official charity. She stated she is not involved in selecting event dates, noting that responsibility lies with the hotel association. Mayor Capizzi responded that he would follow up with the board to obtain more information regarding the timeframe.

3. Discuss and provide scope for 520 Landscape Beautification Project.
Staff Representative: Taylor Mottolo, Project Manager, Brad Kalsow, Water Reclamation Director
Recommendation: Discuss

MOTION BY HUTCHERSON/JACKSON

I MOVE TO DISCUSS K3 AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mr. Brad Kalsow, Water Reclamation Director, introduced Ms. Taylor Mottolo, Project Manager, noting she will be bringing forward additional projects.

Mr. Kalsow requested clarification from the Commission regarding the SR 520 project. He discussed the budgeted amount for design and noted that coordination with FDOT will be required, including compliance with all FDOT rules for signed and sealed plans. He provided examples of areas for staff to focus on and referenced a grant opportunity, noting it would not cover design costs. He requested direction on where the scope of the project should begin and provided potential project limits.

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Mayor Capizzi noted that the grant is not a matching grant, and Mr. Kalsow clarified that it would only cover eligible construction costs.

Commissioner Hutcherson inquired about the location of the Cocoa Beach sign and it was confirmed to be at Bicentennial Park. He suggested the project scope begin at that location. Mayor Capizzi agreed it would be a good starting point but reiterated considerations regarding the grant. Vice Mayor Williams noted that the grant is not guaranteed.

Further discussion occurred regarding the project limits, including extending the project to Ocean Beach Boulevard.

Commissioner Tumulty requested cost estimates for both potential project areas. Commissioner Jackson emphasized the importance of visible improvements beginning at Bicentennial Park, including ongoing upkeep and maintenance.

Mayor Capizzi noted the value of establishing a clear roadmap for the project. Additional discussion addressed the grant timeline, with the application period closing on June 30. Mr. Kalsow stated that a proposal would be brought back to the Commission prior to the grant deadline. Vice Mayor Williams also noted the potential availability of County funding.

Mayor Capizzi clarified the consensus for the project scope as extending from Bicentennial Park east to Ocean Beach Boulevard.

4. Adopt Ordinance 1712 on first reading, An Ordinance of the City of Cocoa Beach, Florida, changing the start time for regular meetings of the City Commission to 6:00: providing for conflicts, severability, non-codification, and an effective date.

Commission Representative: Jeremy Hutcherson, Commissioner

Recommendation: Adopt on First Reading

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE K4 AS READ

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY. AYE: 4 Nay: 1 —
Capizzi

Commissioner Hutcherson noted that he brought this item forward, highlighting the benefits for resident engagement and relief for staff, and referencing the platform used for this purpose.

Mayor Capizzi expressed concern about residents being able to attend after work.

Commissioner Tumulty commented on the current meeting attendance and the number of residents present.

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Mayor Capizzi then addressed considerations regarding the time of year and ongoing projects.

Vice Mayor Williams suggested a motion to amend the Commission procedures to change the meeting end time to 9:00 p.m., noting the importance of not sitting too late.

It was discussed that the item could be brought back, allowing approximately three hours for a vote on whether to extend the meeting time. Ms. Vose clarified that this amendment could be added.

5. Adopt Ordinance 1713 on first reading, An Ordinance of the City of Cocoa Beach, Florida, adopting the latest version of the International Property Maintenance Code as amended herein; providing for the repeal of the prior inconsistent ordinance and resolutions; incorporation into the code; severability and an effective date.
Staff Representative: Brian Palmer, Deputy Development Services Director
Recommendation: Adopt on First Reading

MOTION BY HUTCHERSON/WILLIAMS

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Janice Scott inquired what the International Building Code was. Ms. Vose noted the code and it's a maintenance code that is used by all municipalities. Was unable to explain the reasoning of the naming convention.

Mr. Brian Palmer, Deputy Development Services Director, stated that the code has already been adopted and that the ordinance is intended to update the City's regulations to align with the current version of the International Building Code. Mr. Palmer further explained that the update may include various revisions to reflect recent changes in the code.

L. GENERAL PUBLIC COMMENT

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

M. ADJOURNMENT

The meeting was adjourned at 8:05 pm.

Karin Grooms, MPA, CMC
City Clerk

Keith Capizzi,
Mayor-Commissioner

CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
April 2, 2026

A. MEETING CALLED TO ORDER

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

1. Pledge of Allegiance
2. Invocation by ~~Mark Reynolds, Pastor, First United Methodist Church~~ Keith Capizzi, Club Zion Community Church
3. Roll Call

Commission Members Present:

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

Commission Members Absent:

Commissioner Joshua Jackson

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
Engineer, Gary Basham
Finance Director Hana Juman
Finance Deputy Director Devan Taly
Fire Chief Justin Grimes
General Manager, CBCC Ed Thinger
Golf, Brent Naylor
Information Technology, Michael Lesdema
Leisure Services Andi Segarra
Police Chief Kris Kuehn
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/HUTCHERSON
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.

D. STAFF REPORTS AND ANNOUNCEMENTS

1. Microburst Storm Event 3/16/2026 - Storm Damage

The City Manager, Wes Mullins, reported on the following:

- A Red Flag Warning was in effect on the beach.
- The Air Show featuring the Blue Angels was scheduled for April 11 and 12.
- The Convair Cove project was progressing, with coordination between engineers and the paver company underway.
- Staff was addressing buoy concerns at the Bicentennial Boat Ramp.
- A Request for Proposals (RFP) for solid waste services had been issued.
- Updates were provided on Ocean Beach Park.
- The SR 520 Beautification Project was discussed, including potential grant opportunities.
- Pavers had been ordered for Brevard Avenue.
- The 19th Hole would host an Easter Brunch with two seatings.
- An Easter Egg Hunt was upcoming.
- Ramp Road proceeding as planned

Mr. Mullins presented a brief slideshow regarding the microburst event that occurred on March 16.

Vice-Mayor Williams inquired about the use of insurance for damages. Mr. Mullins explained the claims process and potential outcomes, noting that the Human Resources team was working with the insurance company.

Mayor Capizzi discussed the use of insurance and referenced his personal experience following a tornado event, including the use of a public adjuster.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney had no report.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson commended the Artemis II space launch.

Vice-Mayor Williams noted that Artemis II stickers were distributed to residents at the meeting. He spoke about the astronauts and wished everyone a blessed Easter.

Commissioner Tumulty commented on the weather the previous day, noting it cleared in time for the launch. He expressed appreciation for the opportunity to witness a manned launch and shared his excitement.

Mayor Capizzi discussed the presence of candidates at meetings, stating it was beneficial for them to be informed six months prior to the election.

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

1. Request to accept the Community Redevelopment Agency (CRA) Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2025
Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director/CRA

Commission will reconvene for the remaining items.

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

H. CONSENT AGENDA

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

1. Request to accept the Community Redevelopment Agency (CRA) Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2025 that was previously approved at the CRA meeting on 4/2/26.
Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director/CRA
2. Approve the Dispatch Interlocal Agreement with Brevard County Sheriff's Office. - Added 04/01/2026
Staff Representative: Kris Kuehn, Police Chief, Justin Grimes, Fire Chief
Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. NEW BUSINESS

1. Request to accept the annual audit and the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2025
Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson inquired Finance Director Hana Juman regarding the audit finding.

Ms. Juman explained the finding was related to year-end processing, noting that an item had been recorded in the incorrect fiscal year. She stated the error had been corrected and that procedures would be updated to prevent recurrence.

2. Approve engineers recommendation of award for Bid# CB26-002 Banana River Blvd and Atlantic Avenue Sewer Pipe Replacement Project to All State Civil Construction, Inc. in the amount of \$935,771.02. Five (5) bids were received and the selected bidder has demonstrated adequate qualifications to perform the project. Allow staff to enter into contract with All State Civil Construction. This is a budgeted item.
Staff Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Approve

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson inquired if the city had used the company listed and it was confirmed they were not.

3. Discuss potential updates and enhancements to the golf course driving range. Staff will present potential improvement options, aimed at modernizing the range and supporting ongoing operations at the golf course.
Staff Representative: Andi Segarra, Leisure Services Director
Recommendation: Provide Direction

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO DISCUSS

Ms. Andi Segarra, Leisure Services Director, presented a new concept for the driving range, noting the item had been reviewed by the Leisure Services Board. She introduced Ed Thinger, Country Club General Manager, and Brent Naylor, Pro-Shop Manager.

Commissioner Hutcherson inquired about the Board's vote, and it was confirmed the item passed unanimously, 3-0.

Mr. Naylor presented a vision to modernize the driving range, including covered bays, food and beverage service, and potential nightlife elements. He discussed financial opportunities and emphasized a family-friendly atmosphere designed to appeal to a broader audience beyond golfers. He also referenced similar facilities utilizing comparable technology.

Mr. Naylor outlined multiple development options, including a City-funded model with higher upfront costs but long-term revenue potential, and a revenue-sharing partnership model that would reduce upfront costs but involve a capital partner and shared revenue.

Vice-Mayor Williams expressed support for exploring the concept.

Mayor Capizzi expressed concerns and compared the concept to Topgolf, including questions regarding branding and the name "Cover the Tee's." Mr. Naylor clarified that "Cover the Tee's" referred to the construction company and not the branding of the facility.

Commissioner Tumulty noted the facility would remain branded as the Cocoa Beach Country Club. City Manager Wes Mullins clarified that multiple vendors may be available and that staff would issue a Request for Qualifications (RFQ) to evaluate options.

Discussion ensued regarding the driving range concept and naming conventions.

Commissioner Hutcherson inquired about the number of bays, and it was confirmed the concept included 25 stalls. Further discussion followed regarding layout and potential multi-level design.

Mayor Capizzi inquired whether the facility would be designed to allow for future expansion.

Commissioner Hutcherson noted the potential financial benefit to food and beverage operations.

Mayor Capizzi expressed opposition to a revenue-sharing model and discussed financing considerations. The Commission continued discussion regarding revenue opportunities.

Mr. Thinger noted the potential for hosting events and parties at the facility.

Vice-Mayor Williams reiterated support for exploring the concept and noted the RFQ should address construction timelines and potential closure impacts.

The Commission discussed anticipated construction duration.

Mr. Mullins stated that financing for the project, based on a 10-year loan, could range from approximately 2.7% to 3.6%.

Ms. Juman clarified that the financing would be structured as a government bond and would not be an SRF loan.

MOTION BY WILLIAMS/TUMULTY

I MOVE TO MOVE FORWARD AND EXPLORE THIS MORE.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

K. GENERAL PUBLIC COMMENT

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

L. ADJOURNMENT

The meeting was adjourned at 7:38 PM.

[MIN_SIGNATURES]

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Police /
police
Kris Kuehn, Chief

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Approve the following Memorandums of Understanding (MOUs) for School Resource Officer (SRO) services for the 2026–2027 school year:

- **School Board of Brevard County & City of Cocoa Beach:** One-year MOU for SRO services, with reimbursement of \$77,000 per SRO for up to two (2) SROs, aligning with the School Board’s agreement with the Brevard County Sheriff’s Office.
- **City of Cocoa Beach & City of Cape Canaveral:** One-year MOU to share the cost of the SRO assigned to Cocoa Beach Junior/Senior High School.

These are budgeted items for FY27.

Staff Representative: Kris Kuehn, Police Chief

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

For the FY 27 Budget


BACKGROUND:

Annual Agreement with the Brevard County School Board and the City of Cape Canaveral.

March 16, 2026

MEMORANDUM

TO: Kris Kuehn, Cocoa Beach Chief of Police
Wes Mullins, Cocoa Beach City Manager

FROM: Rachad T. Wilson, Chief Operating Officer 

SUBJECT: 2026 – 2027 Memorandum of Understanding for School Resource Officers

Attached is the 2026-2027 Memorandum of Understanding (MOU) for School Resource Officers. This is a one-year MOU that aligns with the 2026-2027 MOU between the School Board of Brevard County and the Brevard County Sheriff’s Office. The BCSO MOU was approved by the School Board at their meeting on May 28, 2024. If the attached MOU meets your approval, we would like to present it to the School Board for their approval on Tuesday, May 26, 2026.

Modifications include the following:

- All MOU dates have been changed for the 2026-2027 school year
- For the 2026-2027 school year, the Board will pay \$77,000 per SRO

If you wish to discuss the MOU or if you have any questions, please contact me at 321-633-1000, ext. 11229, or email me at Wilson.Rachad@BrevardSchools.org.

After the MOU is approved by the City of Cocoa Beach, please return two signed MOUs no later than May 8th to:

Mr. Rachad T. Wilson, Chief Operating Officer
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

The MOU will then be presented to the School Board for the approval/signatures, and a signed MOU will be returned to you.

Thank you for all you do to keep our students, our staff, and the rest of the community safe!

Rachad T. Wilson
Chief Operating Officer
Phone: (321)633-1000. Ext. 11229



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), is entered into, and made effective, this ___ day of _____, 2026, irrespective of when signed, by and between **THE CITY OF CAPE CANAVERAL, FLORIDA**, hereinafter called **CAPE CANAVERAL** and the **CITY OF COCOA BEACH, FLORIDA**, hereinafter called **COCOA BEACH**.

WITNESSETH:

WHEREAS, the Brevard County School Board has implemented the School Resource Officer Program, and;

WHEREAS, the School Board shares the cost of implementing the program with the Municipalities of Brevard County, and;

WHEREAS, COCOA BEACH and CAPE CANAVERAL, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, determine that the School Resource Officer Program is in the best interest of the school system and both communities, and;

WHEREAS, COCOA BEACH and CAPE CANAVERAL, desire to share the cost of the School Resource Officer Program incurred by the municipalities on the campus of Cocoa Beach Junior/Senior High School, and;

WHEREAS, the program would cover a period of not more than 220 school year days for the FY 2026-2027 School Year;

NOW, THEREFORE, for the good and valuable consideration **CAPE CANAVERAL** and **COCOA BEACH** agree that the following terms, stipulations and covenants as outlined herein and, by reference, made part hereof, shall govern the responsibilities of each part.

1. The MOU shall be effective commencing **July 1, 2026** and will terminate on **June 30, 2027**. This Agreement may be renewed by the Parties for one (1)-year periods (commencing on July 1st and ending on June 30th of each successive year). Either party may terminate this Agreement upon 30 days written notice to the other party. Any termination of this Agreement will result in the return of funds equal to the proportionate amount of time remaining in the Agreement.
2. **For the FY 2026-2027 School Year – CAPE CANAVERAL** agrees to provide twenty-seven percent (**27%**) of the municipality's share of the School Resource Officer's salary, benefits, equipment, uniforms, and SRO Conference fees, during the term of this agreement. For the MOU period of July 1, 2026, through June 30, 2027, **CAPE CANAVERAL's** payment will be **\$23,434** as outlined in Exhibit III. Payments shall be made to **COCOA BEACH** in two equal installments of **\$11,717** according to the following schedule: **February 1, 2027** and **June 7, 2027**, subject to prorating based on the date of implementation.

3. **CAPE CANAVERAL** has designated the City Mayor and **COCOA BEACH** has designated the City Manager or designed for the purpose of implementing the terms of this agreement.
4. **CAPE CANAVERAL** and **COCOA BEACH** agree to the goals and guidelines stipulated in the Exhibits I and II, which are attached hereto and, by reference, made part hereof.
5. To the extent permitted by Florida Statute 768.28, **CAPE CANAVERAL** and **COCOA BEACH** agree to indemnify and hold each other harmless and free from liability, including the officers, agents or employees of said parties while acting as such, from all claims, damages, injuries, fines, and costs, including expenses and attorney's fees which either party may become obligated to pay resulting from or in any way connected to errors or acts or omissions of employees of either party's performance relative to the terms of this agreement.
6. **COCOA BEACH** shall not assign or transfer this agreement to any other agency without the prior written permission of **CAPE CANAVERAL**.
7. Any changes in the terms and conditions set forth in this agreement must be mutually agreed to by both **CAPE CANAVERAL** and **COCOA BEACH** and may be implemented only after this agreement has been amended in writing.
8. The parties understand and agree that while the School Resource Officer is rendering services provided for by this agreement, he/she remains an employee of **COCOA BEACH**.
9. The Parties understand and agree that the School Resource Officer will comply with police policy/procedure and regulations when in uniform. The SRO is required to be in uniform to execute all duties as required by the school unless otherwise agreed upon by the school principal and the **COCOA BEACH** Chief of Police, or City Manager designee.
10. If any of the terms or provisions hereof are in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.
11. A report of the School Resource Officer activity will be provided to **CAPE CANAVERAL** on a quarterly calendar basis.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers and agents the day and year first written above.

THE CITY OF COCOA BEACH, FLORIDA

THE CITY OF CAPE CANAVERAL, FLORIDA

By: _____
Wes Mullins, City Manager

By: _____
Keith Touchberry, City Manager

Date: _____

Date: _____

ATTEST:

By: _____
Karin Grooms, City Clerk

By: _____
Esther Coulson, City Clerk

Approved as to form and Legal sufficiency

By: _____
Gretchen R.H. Vose, City Attorney

ATTACHMENTS:

- Exhibit I – School Resource Officer Program Goals
- Exhibit II – School Resource Officer Program Guidelines
- Exhibit III – Officer Salary – 2026/2027 Cost Projection



Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.



Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Beach Police Department supervision. The Cocoa Beach Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.
13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

- A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.
 - B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.
 - 1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.
 - 2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.
14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:
- A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.
 - B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal

may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.
16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

**EXHIBIT III
OFFICER SALARY 2026/2027 COST PROJECTION
Blended Rate of SRO Officers**

2026/2027 School Year

Cost of SRO for 220 days \$241,526

School Board Funding \$154,000

Cocoa Bach and Cape Canaveral Funding \$87,526

*Municipality Funding

City of Cocoa Beach (73% Share of Funding) \$64,094

City of Cape Canaveral (27% Share of Funding) \$23,432

*Municipality Funding is based on student enrollment

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), is entered into and made effective this 1st day of July, 2026, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the “**BOARD**,” and the **CITY OF COCOA BEACH, FLORIDA**, hereinafter called the “**CITY**,” each individually a “Party,” collectively “Parties.”

WITNESSETH:

WHEREAS, the **BOARD** and the **CITY** desire to assign School Resource Officers (“SROs”) to school campus(es) within the **CITY** for a period of not more than 220 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the **BOARD** and the **CITY** believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the **BOARD**’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the **BOARD** and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This MOU shall be effective commencing July 1, 2026, and terminate on June 30, 2027, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2027, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to two (2) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of two (2) SRO(s) for the start of the 2026-27 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*** Assignments will be made to support the following schools: Cocoa Beach Jr./Sr. High and Roosevelt Elementary.
4. **Consideration Clause FY 2026-2027:** With respect to the term commencing on July 1, 2026, and terminating on June 30, 2027, the BOARD agrees to reimburse the CITY a flat-fee of Seventy-Seven Thousand and 00/100 Dollars (\$77,000.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned two (2) SRO(s), for a total not to exceed amount of One Hundred Fifty-Four Thousand and 00/100 Dollars (\$154,000.00). If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).
5. **FY 2026-2027:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2026 (covering the period beginning July 1, 2026, through September 30, 2026); November 1, 2026 (covering the period beginning October 1, 2026, through December 31, 2026); February 1, 2027

(covering the period beginning January 1, 2027, through March 31, 2027); and April 1, 2027 (covering the period beginning April 1, 2027, through June 30, 2027). *All invoices should be submitted to **Major Robert Cline**, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.
8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.
9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.
11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and

Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.
14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.
15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.
16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.
20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.
23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.
24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.
25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.
28. Any request for training records of School Resource Officers (SROs) assigned to schools by the CITY, pursuant to Florida Statute 1006.12, shall be made directly to the CITY as the employing agency of the law enforcement officers serving as SROs. Such requests shall not be made to or processed by the School Board or any individual school within the Brevard County School District. The CITY shall be solely responsible for maintaining, processing, and responding to any requests for SRO training records in accordance with applicable laws and regulations. The School Board and its employees shall promptly redirect any requests for SRO training records to the CITY.
29. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY Karin Grooms, City Clerk) AT 321-868-3286 OR AT EMAIL: Cityclerk@cityofcocoabeach.com OR AT ADDRESS: 2 S. Orlando Ave. Cocoa Beach, Florida 32931, (ATTENTION: RECORDS).**
30. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN**

OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2026.

**CITY OF COCOA BEACH,
FLORIDA**

BY _____
Keith Capizzi, Mayor

Dated: _____, 2026

Approved as to form:

City Attorney

Dated: _____, 2026

Attachments: Exhibit I
 Exhibit II

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA**

BY _____
Matthew Susin, Board Chair

Dated: _____, 2026

BY _____
Mark J. Rendell, Ed.D.,
Superintendent

Dated: _____, 2026

Approved as to form:

Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2026

Exhibit I

SCHOOL RESOURCE OFFICER PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Cocoa Beach Police Department supervision. The Cocoa Beach Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Commission /
Jeremy Hutcherson

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1712 on second reading, An Ordinance of the City of Cocoa Beach, Florida, changing the start time for regular meetings of the City Commission to 6:00: providing for conflicts, severability, non-codification, and an effective date.

Commission Representative: Jeremy Hutcherson, Commissioner

Recommendation: Adopt on Second Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

City staff members attending commission meetings have typically already worked a full work day, and remain at work thru end of commission meeting, commonly after 8:00 pm. Earlier commission meeting will support quality of life initiatives.

ORDINANCE NO. 1712

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, CHANGING THE START TIME FOR REGULAR MEETINGS OF THE CITY COMMISSION TO 6:00; PROVIDING FOR CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.12 of the Charter of the City of Cocoa Beach provides that the dates and times of regular City Commission meetings shall be established by ordinance; and

WHEREAS, regular meetings of the City Commission are currently held on the first and third Thursdays of each month at 7:00 p.m.; and

WHEREAS, City staff members attending commission meetings have typically already worked a full work day and remain at work on city commission meeting days through the end of the meeting, commonly after 8:00 p.m.; and

WHEREAS, the City Commission desires to establish a new earlier start time for regular meetings of the City Commission while maintaining the existing meeting days; and

WHEREAS, this change in the start time of the commission meetings to 6:00 p.m. will support quality of life initiatives; and

WHEREAS, the City Commission finds that establishing an earlier meeting start time will better accommodate City staff and the public while continuing to allow meaningful public participation.

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

SECTION 1. Regular Meeting Time Changed.

Regular meetings of the City Commission of the City of Cocoa Beach shall be held on the first and third Thursdays of each month beginning at 6:00 p.m., unless otherwise rescheduled, cancelled, or changed by the City Commission in accordance with law.

SECTION 2. CONFLICTS.

All ordinances, resolutions, or official determinations previously adopted or entered by the City Commission that are inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SECTION 3. SEVERABILITY.

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

SECTION 4. NON-CODIFICATION.

This Ordinance will not be codified in the City Code.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Cocoa Beach, Florida, on the ___ day of _____, 2026.

ATTEST

CITY OF COCOA BEACH

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

COCOA BEACH CITY COMMISSION

AGENDA ITEM REQUEST FORM

Please mail completed form to:

City Manager's Office
City of Cocoa Beach
P.O. Box 322430
Cocoa Beach, Florida 32932-22430

DATE: _____

NAME: _____

PHONE: _____

E-MAIL ADDRESS: _____

ADDRESS: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE: _____

PLEASE COMPLETE THE FOLLOWING:

ITEMS(S) TO BE CONSIDERED: _____

PERTINENT FACTS CONCERNING ITEMS(S): _____

(PLEASE ATTACH APPLICABLE DOCUMENTS)

DESIRED ACTION BY COMMISSION: (USE REVERSE SIDE FOR ADDITIONAL SPACE)

Signed by: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Brian Palmer, Deputy Director of Development
Services

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1713 on second reading, An Ordinance of the City of Cocoa Beach, Florida, adopting the latest version of the International Property Maintenance Code as amended herein; providing for the repeal of the prior inconsistent ordinance and resolutions; incorporation into the code; severability and an effective date.

Staff Representative: Brian Palmer, Deputy Development Services Director

Recommendation: Adopt on Second Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The International Property Maintenance Code (IPMC) is a model code developed by the International Code Council (ICC) that sets minimum maintenance regulations for existing residential and nonresidential structures. The IPMC is utilized by many local governments throughout Florida and the country to augment its local code enforcement regulations. It provides minimum standards for structural safety, sanitation, plumbing, electrical, and fire safety systems to ensure habitability and to prevent blight.

The city adopted the IPMC in 2001 via ordinance 1323. Since that time, the IPMC has undergone numerous updates.

The proposed revision will update the code, allow for automatic updates, and remove any inaccurate or outdated information. The commission approved the

ORDINANCE NO. 1713

**AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA,
ADOPTING THE LATEST VERSION OF THE INTERNATIONAL
PROPERTY MAINTENANCE CODE AS AMENDED HEREIN;
PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT
ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE
CODE; SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, this Ordinance is also adopted pursuant to the City's general police powers inherent in enforcing minimum standards for the use and maintenance of buildings and property; and

WHEREAS, there may exist within the City, from time to time, certain structures used for human habitation which are, or may become in the future, substandard with respect to structure, equipment or maintenance; and

WHEREAS, such conditions, together with inadequate provision for light and air, insufficient protection against fire hazards, lack of proper heating, unsanitary conditions and overcrowding constitute a menace to the health, safety, morals, welfare and reasonable comfort of the citizens of Cocoa Beach; and

WHEREAS, the existence of such conditions will, if not remedied, create slum and blighted areas which could require large-scale clearance, deterioration of social values, a curtailment of investment and tax revenue and thereby an impairment upon economic values; and

WHEREAS, the City Commission hereby finds that updating of the City's regulations relating to the adoption of specific property maintenance standards will improve, preserve, maintain and upgrade the entire City and its neighborhoods to the overall benefit of the City's economic and environmental well-being; and

WHEREAS, the City Commission of the City of Cocoa Beach, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Cocoa Beach.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Cocoa Beach, Florida, that:

SECTION 1. Findings. The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance.

SECTION 2. Adoption by Reference; Exhibit "A". The City Commission hereby adopts and incorporates by reference the revised Article II, "Property Maintenance Code", of Chapter 6, "Buildings", as set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall constitute the full and complete text of Article II as amended, including (without limitation) Sections 6-11 through 6-12. Words underlined are additions; words struck through are deletions.

SECTION 3. Codification; Direction to the Code Editor. The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

SECTION 4. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining portions of this ordinance, which shall remain in full force and effect.

SECTION 6. Scrivener's Errors. Clerical or scrivener's errors discovered during codification may be corrected by the City Manager, City Clerk, City Attorney or code editor without further action by the City Commission, provided such corrections do not alter the intent of this ordinance.

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

Adopted by the City Commission on this day of 2026.

CITY OF COCOA BEACH

Keith Capizzi, Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
senior center

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Cocoa Beach Senior Center (Formally Freedom 7 Senior Center) - Request for \$30,000 in City Funds to be budgeted in FY27 for support of the part-time director's salary. Representative: ~~Nicole Sahr-Downey, Executive Director of Cocoa Beach Senior Center~~. Annetta Gross, Jenny Burris, Mike Nichols - Updated 4/13/26

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Cocoa Beach Senior Center (formerly Freedom 7)

Located at the Cocoa Beach Country Club

City of Cocoa Beach Budget Request for FY2026-2027

MISSION: The Cocoa Beach Senior Center is a 501c3 charitable organization serving the community since

1984. We provide wellness, social, recreational, and educational opportunities for seniors in Cocoa Beach and

surrounding communities, promoting active aging and community connections.

CURRENT PROGRAMS at the CB Country Club (current calendar of activities is attached):

Exercise & Wellness: 11 classes weekly (Strength & Balance, Zumba, Chair Yoga, Senior Beats,

Happy Feet, Let's Dance)

Social Activities: 4 days weekly (currently - Euchre, Mahjong, Bingo, Pinochle)

Educational Presentations: Fall Prevention, CPR, Safety in the Home, Memory Improvement, and

others

Community Partnerships: Discount cards for Center members are being developed.

PROGRAM FEES & EXPENSES:

Class fees range from \$3 to \$8. Annual memberships are \$25; members then pay only \$1 to \$5

depending on the class.

Fees pay for the instructors. Some instructors volunteer their services, which keeps fees low.

Fees also cover the cost of fitness equipment, program supplies & operating expenses.

SERVICE IMPACT:

Last fiscal year, there were 4,763 participants in exercise classes and social activities.

- In the first five months of this fiscal year, there have been 2,298 participants.
- The center continues to expand its outreach and offer programs to better meet community needs.

PARTNERSHIPS WITH CITY:

- Community Paramedic – CPR/Safety classes, liaison for special senior needs
- Annual Senior Resource Fair - co-sponsor
- Show Me the Money fundraisers with the 19th Hole restaurant
- CB Christmas Parade – float sponsor
- Breakfast with Santa – volunteer support

REQUEST: \$30,000 in continued support of the part-time director's salary. This amount is consistent with

what the center has received the past two years. City funding is vital to keeping costs affordable to seniors on

fixed incomes. Without city funding, the center would not be able to operate.

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City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

~~PULLED 04/14/26 Adopt Ordinance 1710 on first reading – An ordinance of the City of Cocoa Beach, Florida, related to travel and car rental agencies, amending section 2, "RM-2 MULTIFAMILY PROFESSIONAL DISTRICT" and "CT-1 OCEANFRONT RESIDENTIAL AND TRANSIENT DISTRICT" of Article III "ESTABLISHMENT OF STANDARD ZONING DISTRICTS" of Chapter II – "ZONING DISTRICTS" to of the Code of Ordinances; providing for conflicts, codification, severability, and an effective date.~~

~~Staff Representative: David Dickey, Development Services Director~~

~~Recommendation: Adopt on first reading~~

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The Planning Board, at its April 6, 2026 meeting, recommended approval to the commission of Ordinance 1710 amending Sec. 2-10 of city's land development regulations to revise locations where a car rental facility may be located in the city. City code currently limits car rental facilities to:

- the RM-2 district as a special exception associated with a transient lodging (aka hotel/motel) facility or multifamily complex of more than 50 units; and
- the Professional-commercial opportunity overlay district as a special exception associated with a transient lodging facility of 50 units or more.
- the CT-1 district as a permitted accessory use associated with an apartment, multifamily, or transient lodging complex of fifty units or more.

The commercial sale of vehicles is prohibited in the city limits. Private sales of vehicles are only allowed on an occupied residential property of the vehicle owner.

The proposed ordinance, will revise eligible locations for car rental facilities by:

- deleting multifamily sites from the list of eligible locations for a travel or car rental facility in the RM-2 district.
- deleting multifamily and apartment sites from the list of eligible locations as a permitted accessory use in the CT-1 district.
- adding travel or car rental facility as a special exception in the CT-1 district.

In addition, the proposed ordinance makes the following changes to current code:

- Travel and car rental facilities will now be permitted/processed as a special exception in the CT-1 zoning district.
- When considering an application for a travel or car rental agency, the added criteria shall be considered:
 - The number of off-street parking spaces shall not fall below those required for the primary use.
 - Servicing or repair of vehicles is prohibited.
 - Outdoor speakers/paging systems are prohibited.
 - A separate driveway access point for the facility is prohibited.
 - Hours shall be 7 AM to 9 PM, seven days a week.
 - Signage is limited to that allowed for the overall property.

At its April 6, 2026, meeting, the Planning Board unanimously recommended approval of Ordinance 1710 to the city commission.

ORDINANCE 1710

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, RELATED TO TRAVEL AND CAR RENTAL AGENCIES, AMENDING SECTION 2, "RM-2 MULTIFAMILY PROFESSIONAL DISTRICT" AND "CT-1 OCEANFRONT RESIDENTIAL AND TRANSIENT DISTRICT" OF ARTICLE III "ESTABLISHMENT OF STANDARD ZONING DISTRICTS" OF CHAPTER II – "ZONING DISTRICTS" TO OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds it necessary to periodically review and update its Code of Ordinances to ensure consistency with community goals and to reflect changing land use patterns; and

WHEREAS, Section 2-08 and 2-10 of Article III of Chapter II of the Cocoa Beach City Code establishes the scope, purpose, permitted principal uses and structures, permitted accessory structures and uses, special exceptions, prohibited uses and structures, density/intensity, setbacks, etc. for the RM-2 and CT-1 zoning districts respectively; and

WHEREAS, the City Commission desires to adopt the revised Article III to update the "Special exceptions" and "Permitted Accessory Uses and Structures" sections of the RM-2 and CT-1 zoning districts respectively; and

WHEREAS, the City Commission of the City of Cocoa Beach finds that the proposed code revisions to Article III provides for increased compatibility between adjacent land uses; and

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

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

SECTION 1. Findings. The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance and set forth the justification for the adoption of this ordinance.

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

SECTION 3. Codification; Direction to the Code Editor. The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

SECTION 4. Conflicts. All ordinances, 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 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

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

Adopted by the City Commission on this _____ day of _____, 2026.

ATTEST

CITY OF COCOA BEACH

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

Exhibit "A"
Ordinance 1710
Travel and Car Rental Agencies

Section 2-08. - RM-2 multifamily professional district.

E. *Special exceptions.* After public notice and hearing and subject to appropriate conditions and safeguards, as provided in [section 4-43](#) of these regulations, the board of adjustment may permit the following as special exceptions:

1. Community residential homes, levels II and III.
2. Public and private parks, playgrounds, community centers, and recreation and cultural facilities.
3. Public and private schools, including day care nurseries and kindergartens.
4. Major public utility structures, owned, operated or supervised by the city.
5. Bed and breakfast establishment.
6. ~~Travel and car rental agency as an accessory use to a transient lodging or multifamily complex of fifty (50) or more dwelling units.~~
7. The following accessory uses, when clearly subordinate to an apartment, multifamily, or transient lodging complex of less than fifty (50) dwelling or rental units, provided the nonresidential uses are in compliance with the FAR requirements within this section:
 - a. Restaurant or bar, as defined in [section 1-20](#), when located at least one hundred (100) feet from a residentially zoned property (RS-1, RM-1), as measured in a straight line from the nearest point of the structure of the establishment to the nearest point of the residential property line. All operations shall be in compliance with the requirements of [section 2-65](#) of these LDC regulations.
 - b. Retail and professional service shops.

Section 2-10. - CT-1 oceanfront residential and transient district.

D. *Permitted accessory uses and structures.*

1. The following accessory uses, when clearly subordinate to an apartment, multifamily, or a transient lodging complex of fifty (50) or more dwelling or rental units, are permitted. Such uses may include:
 - a. Meeting/conference rooms, indoor recreation and banquet facilities.
 - b. Parking garage.
 - c. Outdoor recreation facilities.

d. Recreational equipment, rental and guided tours.

e. Outdoor poolside food and beverage service.

f. ~~Travel and car rental agencies.~~

E. *Special exceptions.* After public notice and hearing and subject to appropriate conditions and safeguards, as provided in [section 4-43](#) of these regulations, the board of adjustment may permit the following as special exceptions:

1. Churches and similar places of worship with educational buildings and recreational facilities, if located on a major street or thoroughfare.
2. Public and private schools.
3. The following uses when accessory to an apartment, multifamily or transient lodging complex of less than fifty (50) units:
 - a. Restaurant or bar, as defined in [section 1-20](#), when located at least one hundred (100) feet from a residentially zoned property (RS-1, RM-1), as measured in a straight line from the nearest point of the structure of the establishment to the nearest point of the residential property line. All operations shall be in compliance with the requirements of [section 2-65](#) of these LDC regulations.
 - b. Retail, business or professional shop.
4. Travel and car rental agencies when accessory to a transient lodging or commercial condo complex of fifty (50) or more units. When considering an application for a car rental facility, the board must consider the criteria listed below, in addition to that criteria in subsection 4-43.c.
 - a. At no time shall the minimum off-street parking spaces for the primary use fall below those required in Sec. 3-01.
 - b. Servicing or repair of vehicles is prohibited. Minor, routine interior/exterior cleaning is allowed. Should a carwash be utilized, it must be within a structure with a roof and include a water recycling system pursuant to a water recycling system plan approved by the city's public works director, which recycles and reuses at least 50 percent of wash and rinse water.
 - c. There shall be no outdoor paging and/or speaker system associated with the rental agency.
 - d. The rental facility shall not have a separate driveway/access point onto adjacent road(s).
 - e. Hours of operation shall be seven days a week, between 7 A.M. and 9:00 P.M.
 - f. Signage for the rental facility shall be limited to that which is allowed for the overall property.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1714 on first reading - an ordinance of the City of Cocoa Beach, Florida, amending section 4-43, "SPECIAL EXCEPTIONS"; and section 4-46, "AMENDMENTS TO THE ZONING MAP" of Article I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; and Article V, "AMENDMENTS"; of Chapter IV – "LAND DEVELOPMENT PROCEDURES" respectively of the Code Ordinances; providing for conflicts, codification, severability, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on first reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The city's citizen boards (Planning Board and Board of Adjustment) oftentimes sit in a quasi-judicial (QJ) capacity when considering certain application types such as a special exception, or a rezoning. In a QJ hearing, the board acts as a judge, and applies policy as contained in an ordinance to a specific situation.

There are rules and standards set forth in city ordinances regarding criteria that have to be met in order to get a special exception or a variance, what has to be included in a rezoning amendment, and what the standards are for reviewing these applications. The facts of a case are applied to the standards set forth in the ordinance, and the decision must be based on established guidelines and criteria. In a QJ hearing, the board must rely on competent and substantial evidence presented at the hearing. Competent in that the evidence must be from a source that is qualified to speak on the matter, and substantial in that the evidence must provide a reasonable, factual basis for a decision. Decisions cannot be based on speculation, unsupported opinions, or unsubstantiated conjecture.

After a review of the code, staff determined there does not exist an adequate set of QJ criteria and that a uniform set of standards should be developed specifically for city special exception and rezoning requests. To that end, Ordinance 1714 has been prepared to establish these criteria. The criteria will provide a framework to assist citizen boards and commission in evaluating an application to determine if it is consistent with the city's comprehensive plan and land development regulations. Importantly, the criteria will provide the city with legal safeguards, so land use decisions are consistent with applicable state and local law and should a decision be appealed

and/or litigated, the city is well positioned to defend itself.

At its April 6, 2026, meeting, the Planning Board unanimously recommended approval of Ordinance 1714 to the city commission.

ORDINANCE 1714

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTION 4-43, "SPECIAL EXCEPTIONS"; AND SECTION 4-46, "AMENDMENTS TO THE ZONING MAP" OF ARTICLE I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; AND ARTICLE V, "AMENDMENTS"; OF CHAPTER IV – "LAND DEVELOPMENT PROCEDURES" RESPECTIVELY OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds it necessary to periodically review and update its Code of Ordinances to ensure consistency with best practices and a changing legal environment; and

WHEREAS, Sections 4-43 and 4-46 of Articles IV, and V of Chapter IV of the Cocoa Beach City Code establishes the general procedures variances, and amendments to the zoning map respectively; and

WHEREAS, the City Commission desires to adopt the revised Articles IV, and V to update the "Variance Waiver and Special Exception" and "Amendments" sections of Chapter IV – "Land Development Procedures"; and

WHEREAS, the City Commission of the City of Cocoa Beach finds that the proposed code revisions to Article IV, and V provides for a more robust legal framework to guide decisions in quasi-judicial hearings; and

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

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

SECTION 1. Findings. The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance and set forth the justification for the adoption of this ordinance.

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

SECTION 3. Codification; Direction to the Code Editor. The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

SECTION 4. Conflicts. All ordinances, 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 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

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

Adopted by the City Commission on this _____ day of _____, 2026.

ATTEST

CITY OF COCOA BEACH

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

Exhibit "A"
Review Criteria
Ordinance 1714

Section 4-43. - Special exceptions.

- A. A special exception is the use of a property which is not permitted "by right" but is only granted after approval by the board of adjustment when the use is listed as an allowable special exception use within the applicable zoning district; when the use has been determined to be compatible with the permitted uses on a property in a specific zoning district; and when the use is found not to be detrimental to the surrounding properties, businesses, traffic-flows or area, to the extent that such special exception is consistent with the Comprehensive Plan.
- B. The board of adjustment shall hear and vote on only such special exceptions as they are specifically authorized to consider by the terms of these LDC regulations.
- C. A request for a special exception shall only be considered when a sufficient application, including required fees, has been submitted.
- D. The applicant shall provide sufficient information to clearly illustrate that the request for a special exception is in harmony with the purpose and intent of the LDC regulations, and the granting of the request will not adversely affect the public interest. In addition, the Board shall consider the following criteria when evaluating a special exception request:
 - 1. Whether the applicant has demonstrated the request, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.
 - 2. Whether the proposed special exception will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.
 - 3. Whether the proposed special exception will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.
 - 4. Whether the proposed special exception will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.
 - 5. Whether the special exception and any related applicable traffic report provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the

immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

6. Whether the proposed special exception will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.
 7. Whether the proposed special exception avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.
 8. Whether the applicant has demonstrated that the special exception has been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.
- E. After receipt of a sufficient application, the request must be scheduled for public hearing in accordance with the requirements of [section 4-44](#).
 - F. In deciding the request for a special exception, the board may approve the request, approve the request with conditions, or deny the request.
 - G. All approved special exceptions shall remain in effect unless and until the structure or use is changed, discontinued, or abandoned for six (6) consecutive months or for eighteen (18) months during a three-year period, except when such is caused by natural disaster or declared emergency. Future uses of the property shall be in compliance with zoning regulations and the special exception is no longer valid.
 - H. Should the board of adjustment deny a case for a special exception, it shall not consider any further petition for the same case, on the same property, for a period of one (1) year from the date of denial. However, if substantive new evidence is supplied by the petitioner, the administrator is authorized to determine that such evidence warrants an early reapplication, and thereby waive the one-year period. Such substantive evidence shall include a significant change in the proposed size, density or use, or new evidence is brought to light.
 - I. Any person aggrieved by the decision of the board of adjustment may seek judicial review of such decision, in the form prescribed by the Florida Appellate Rules, in the circuit court within thirty (30) days of the decision being appealed. The decision of the board of adjustment shall be considered the final administrative action and shall be subject to review based only upon the record established at the hearing before the board of adjustment.
 - J. Within the Towncenter redevelopment district, the owner of a property subject to an approved special exception currently in effect may apply to the board of adjustment for a modification to the conditions of such special exception, notwithstanding the fact that such use is no longer currently allowed by special exception.

Section 4-46. - Amendments to the zoning map.

- A. All proposed amendments to the zoning map designation of one (1) or more parcels shall be adopted in compliance with the requirements of this section.
- B. Citizen requests for amendments to the zoning map shall require submittal of an application, supporting documentation and required fees prior to review.
- C. Any request to amend the zoning map shall consider whether or not the change is in compliance with the City Charter, Comprehensive Plan, Code of Ordinances and FSS.
- D. All requests must consider whether or not the ~~proposal is consistent with the densities, intensities and general uses within the area; whether the change will be compatible with existing or planned uses for surrounding properties; and whether or not the change will place an undue burden on utilities, transportation or emergency services.~~ proposed amendment:
 - 1. Demonstrates the request, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.
 - 2. Will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.
 - 3. Will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.
 - 4. Will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.
 - 5. Demonstrates the proposed amendment and any related applicable traffic report provided by the applicant, details safe and efficient means of ingress and egress into and out of the property and adequately addresses the impact of projected traffic on the immediate area, traffic circulation pattern for the area, and traffic flow through immediate intersections and arterials.
 - 6. Demonstrates the proposed amendment will not have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.
 - 7. Demonstrates the proposed amendment avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.

8. Whether the applicant has demonstrated the amendment has been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.
- E. Any proposed amendment shall be reviewed by the planning board at one (1) or more publicly noticed public hearings. The board shall make a recommendation to the city commission regarding the proposal.
- F. Adoption of any amendments to the zoning map designation by the city commission shall be by ordinance, which requires two (2) public hearings noticed and advertised in accordance with F.S. Section 166.041.
- G. Adoption of an amendment to the zoning map shall be by ordinance.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1715 on first reading — an ordinance of the City Commission of the City of Cocoa Beach, Florida, amending the Code of Ordinances, Chapter 15, by adding a new section 15-39A, entitled “UNAUTHORIZED COMMERCIAL EQUIPMENT”; Providing for legislative findings; providing definitions, providing for the impoundment of unauthorized commercial equipment used in connection with unlicensed commercial activity in the Ocean Beach Park; providing for notice, administrative fees, and reclaim procedures; providing for joint and several responsibility of owners, operators, principals, employees, agents and persons acting on behalf of an unlicensed beach business; providing for appeal; providing for codification; severability, conflicts, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on first reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

With the adoption of ordinances 1542 and 1594, the city established a beach vending program to reasonably permit beach concessions on the ocean beach and to prohibit beach businesses from operating without first obtaining a valid beach agreement from the city. However, it has come to the attention of the city that some people continue unlicensed commercial activity despite repeated citations and prior enforcement actions.

This unlicensed activity interferes with the public's enjoyment of the beach park, inappropriately commercializes the Ocean Beach Park, may obstruct access, burdens city enforcement actions, and undermines the city's carefully regulated licensing system.

To address this, the city attorney has prepared the subject ordinance to address the unauthorized use of commercial equipment on the Ocean Beach Park. The ordinance will authorize city officers (police and code enforcement) to immediately remove and impound the equipment if it is not authorized by a valid beach license. Once impounded, equipment will be stored at a city facility and held until proof of ownership is provided, and city fees and costs are paid. Repeated use of unauthorized equipment may lead to an enhanced administrative hold period not to exceed 12 months, as ordered by the city special magistrate.

ORDINANCE 1715

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 15, BY ADDING A NEW SECTION 15-39A, ENTITLED "UNAUTHORIZED COMMERCIAL EQUIPMENT"; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOUNDMENT OF UNAUTHORIZED COMMERCIAL EQUIPMENT USED IN CONNECTION WITH UNLICENSED COMMERCIAL ACTIVITY IN THE OCEAN BEACH PARK; PROVIDING FOR NOTICE, ADMINISTRATIVE FEES, AND RECLAIM PROCEDURES; PROVIDING FOR JOINT AND SEVERAL RESPONSIBILITY OF OWNERS, OPERATORS, PRINCIPALS, EMPLOYEES, AGENTS, AND PERSONS ACTING ON BEHALF OF AN UNLICENSED BEACH BUSINESS; PROVIDING FOR APPEAL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach owns, manages, and regulates the use of Ocean Beach Park for the benefit, health, safety, and welfare of residents and visitors; and

WHEREAS, the City has adopted section 15-39 of the Code of Ordinances to regulate commercial activity in Ocean Beach Park and to prohibit beach businesses from operating without first obtaining a valid beach license agreement from the City; and

WHEREAS, unlicensed commercial activity in Ocean Beach Park interferes with the public's use and enjoyment of the beach, inappropriately commercializes the Ocean Beach Park, may obstruct access, burdens City enforcement resources, and undermines the City's carefully regulated licensing system for authorized beach businesses; and

WHEREAS, the City Commission finds that some persons and entities continue unlicensed commercial activity through employees, agents, contractors, or other persons acting on their behalf, despite repeated citations and prior enforcement efforts; and

WHEREAS, the City Commission further finds that commercial carts, coolers, wagons, containers, stands, signs, and related equipment used in connection with unlicensed commercial activity in Ocean Beach Park materially facilitate such unlawful activity and occupy public property without authorization; and

WHEREAS, the City Commission finds it necessary and appropriate to adopt a new section 15-39A to provide an administrative impoundment procedure for unauthorized commercial equipment used in connection with unlicensed commercial activity in Ocean Beach Park, together with reasonable notice and an opportunity to reclaim such property, in order to protect the public health, safety, and welfare and preserve the intended public use of Ocean Beach Park; and

WHEREAS, the City Commission intends this ordinance to regulate unauthorized commercial use of the Ocean Beach Park and related equipment, and not to authorize any forfeiture proceeding except as otherwise provided by law;

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

Section 1. Recitals.

The foregoing Whereas clauses are hereby ratified and incorporated as the legislative findings of the City Commission.

Section 2. Adoption of new Section 15-39A.

Section 15-39A, "Unauthorized commercial equipment on Ocean Beach Park", of the Code of Ordinances, City of Cocoa Beach, Florida, is hereby adopted to read as follows.

Section 15-39A, "Unauthorized commercial equipment on Ocean Beach Park.

- i) It shall be unlawful for any person, association of persons, legal entity, owner, operator, principal, employer, contractor, agent, employee, or any other person acting directly or indirectly on behalf of another, to use, place, maintain, pull, tow, display, leave, or store any unauthorized commercial equipment in the Ocean Beach Park in connection with any commercial activity not authorized by a valid beach license agreement or special event approval.
- ii) For purposes of this subsection, the following words, terms, and phrases shall have the meanings ascribed to them below:
 - (a) "Unauthorized commercial equipment" means any cart, cooler, wagon, dolly, hand truck, pull-behind container, storage bin, box, chest, cabinet, display rack, stand, table, canopy, umbrella stand, sandwich board sign, menu board, towable apparatus, trailer not constituting a motor vehicle, or any other tangible personal property, together with its contents, used, placed, maintained, pulled, towed, displayed, stored, or left in the Ocean Beach Park in connection with commercial activity that is not authorized by a valid beach license agreement or a duly approved special event.
 - (b) "Impoundment" means the administrative removal, securing, storage, and retention by the city of unauthorized commercial equipment as provided in this section.
 - (c) "Responsible party" means any owner, operator, principal, employer, contractor, agent, employee, or other person or entity that conducts, directs, authorizes, benefits from, participates in, or acts on behalf of an unlicensed beach business or unauthorized commercial activity in Ocean Beach Park.
- iii) Determination of unauthorized commercial equipment. Any equipment located in Ocean Beach Park shall be presumed to be unauthorized commercial equipment when one or more of the following circumstances exist:
 - (a) The equipment is being used in connection with the sale or offering for sale of food, beverages, merchandise, rentals, goods, or services by a person or entity lacking a valid beach license agreement;
 - (b) The equipment bears the name, logo, menu, pricing, inventory, trade dress, or other identifying indicia of a business or commercial operation lacking a valid beach license agreement;
 - (c) The equipment is attended by or being used by a person who has been cited or warned for violating this section, or who is acting on behalf of a person or entity previously cited or warned for violating this section or section 15-39;
 - (d) The equipment is left, stored, or maintained in Ocean Beach Park without City authorization and is associated with commercial activity.
- iv) The presumptions set forth herein are rebuttable and may be overcome by competent substantial evidence.
- v) Authority to order cessation and removal.
- vi) The city manager, code enforcement officers, police officers, and such other employees as may be designated by the city manager are authorized to order the immediate cessation of

unauthorized commercial activity and the immediate removal of unauthorized commercial equipment from Ocean Beach Park.

- vii) Impoundment of unauthorized commercial equipment.
 - (a) Unauthorized commercial equipment may be immediately removed and impounded by the city when any one or more of the following circumstances exist:
 - (1) The equipment is unattended;
 - (2) The operator, possessor, or responsible party fails or refuses to remove the equipment after verbal or written direction from an authorized city official;
 - (3) The responsible party has previously received a citation, notice of violation, trespass warning, or other actual notice concerning a violation of this section or section 15-39, whether issued to that responsible party directly or to a person acting on that responsible party's behalf;
 - (4) The equipment obstructs public access, impedes pedestrian travel, interferes with the public's use and enjoyment of the beach, or creates a public safety concern;
 - (5) The equipment is left or stored on city property during non-operating hours without authorization;
 - (6) The equipment is being used in connection with commercial activity after revocation, denial, expiration, or termination of a prior beach license agreement.
 - (b) The city may use its own personnel, contractors, or law enforcement officers to remove and transport unauthorized commercial equipment to a secure storage location.
 - (c) The city shall use reasonable care in removing and storing impounded property, but shall not be liable for ordinary wear, deterioration, melting, spoilage, or loss of perishable items, ice, or food products resulting from the lawful exercise of its authority under this section.
- viii) Notice of impoundment.
 - (a) At the time of impoundment, if a responsible party is present, the city shall provide a written notice of impoundment to the person present, or if circumstances do not permit immediate written notice, the city shall provide notice as soon thereafter as reasonably practicable.
 - (b) If no responsible party is present, the city shall, within five (5) business days after impoundment, mail written notice to any reasonably identifiable owner or responsible party at the last known address, if known, and may also provide notice by electronic mail, text message, or posting on the city's website if such contact information is not available.
 - (c) The notice of impoundment shall state, at a minimum:
 - (1) A general description of the property impounded;
 - (2) The date, approximate time, and location of impoundment;
 - (3) The reason for impoundment;
 - (4) The location where the property is being stored;
 - (5) The procedure and deadline for reclaiming the property;
 - (6) The administrative removal, transportation, storage, and processing fees due, if then known, or the method for determining same;
 - (7) The right to request an administrative hearing before the Special Magistrate.
 - (d) Reclaim of impounded property.

- (1) Impounded property may be reclaimed by the owner or other person lawfully entitled to possession upon:
 - a. Submission of reasonable proof of ownership or lawful right to possession;
 - b. Payment of all applicable administrative removal, transportation, storage, and processing fees established by resolution of the city commission or, until such fee schedule is adopted, payment of the city's actual documented costs;
 - c. Payment of all outstanding citation fines or other code enforcement or special magistrate fines associated with the non-authorized business; and
 - d. Execution of a receipt acknowledging return of the property.
- (2) Reclaim of property shall not constitute authorization to conduct business in Ocean Beach Park, nor shall it waive any citation, trespass warning, or other enforcement action.
- (3) If the claimant seeks return of perishable goods or items necessary to prevent spoilage, the city manager or designee may authorize release upon payment of charges or other reasonable conditions pending a hearing.
- (4) If commercial equipment previously impounded under this section is thereafter found to be used again in violation of section 15-39 within twelve (12) months after its release, such equipment may be impounded again. Upon request for hearing by any person claiming an ownership or possessory interest, or upon referral by the city, the Special Magistrate may order that the equipment be retained by the city for an enhanced administrative hold period not to exceed twelve (12) months, upon finding by competent substantial evidence that: (i) the same equipment was previously impounded under this section; (ii) the equipment was reused in unlawful commercial activity in Ocean Beach Park after prior notice; and (iii) an enhanced hold period is reasonably necessary to prevent continued repeat violations. In determining the duration of any enhanced hold period, the Special Magistrate shall consider the nature and frequency of the violations, the prior enforcement history, the owner's or responsible party's knowledge of the violation, the risk of continued unlawful use, and any other competent substantial evidence presented at hearing. Any person claiming an ownership or possessory interest in the equipment shall retain the right to seek release upon payment of applicable administrative costs and upon such conditions as may be ordered by the Special Magistrate, provided that nothing herein requires the city to release the equipment before expiration of the hold period ordered after notice and hearing.

(e) Administrative hearing.

- (1) Any person claiming an ownership or possessory interest in impounded property may request an administrative hearing before the city's special magistrate by filing a written request within five (5) business days after impoundment.
- (2) The hearing shall be scheduled within a reasonable time. The special magistrate shall determine whether the impoundment was authorized under this section and the amount of applicable fees and costs, if any.
- (3) If the hearing officer determines the impoundment was not authorized, the city shall release the property without charge, or refund fees previously paid.
- (4) The decision of the special magistrate shall be final agency action.

(f) Unclaimed property.

Any impounded property not reclaimed within thirty (30) days after impoundment, or within such longer period as may be required by general law, may be treated by the city as unclaimed property and disposed of in any manner authorized by law. Prior to disposal, the city may require payment of accrued fees and costs as a condition of release.

(g) Joint and several responsibility.

- (1) All responsible parties shall be jointly and severally liable for violations of this section and for all administrative removal, transportation, storage, and processing fees and costs associated with impoundment.
- (2) A citation, warning, trespass notice, notice of violation, or other actual notice issued to any one responsible party shall constitute notice to all persons and entities acting jointly in the same unauthorized commercial operation, to the extent permitted by law and supported by competent substantial evidence.
- (3) Proof that a person is acting with the inventory, equipment, branding, menu, pricing, or other identifying indicia of a business shall constitute prima facie evidence that such person is acting on behalf of that business, subject to rebuttal.

(h) Cumulative remedies.

The remedies provided in this section are cumulative and in addition to all other remedies available to the city at law or in equity, including but not limited to code enforcement proceedings, issuance of citations, trespass enforcement, injunctive relief, recovery of administrative costs, and any other remedy authorized by law. Nothing herein shall require the city to exhaust one remedy before pursuing another.

(i) No creation of property right.

Nothing in this section shall be construed to create any right to conduct commercial activity in Ocean Beach Park absent a valid beach license agreement, nor to create any protected right to maintain commercial equipment on the Ocean Beach Park in violation of this Code.

Section 3. Codification.

It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cocoa Beach, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this ordinance invalid or unconstitutional.

Section 5. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

This ordinance shall become effective immediately upon adoption as provided by law.

Adopted by the City Commission on this _____ day of _____, 2026.

CITY OF COCOA BEACH

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

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

MEETING DATE

April 16, 2026

REQUESTED MOTION/ACTION

Approve Task Order #8 from Kimley Horn in the amount of \$64,055 to provide professional landscape architectural services, bidding assistance and Joint Partnership Agreement application preparation through FDOT for the beautification of eight (8) existing landscape medians located along State Road 520 from Bicentennial Park to Ocean Beach Blvd. This is a budgeted capital item. - (Added 4/14/26)
Staff Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted capital item.

BACKGROUND:

The intent of this Project is to enhance the visual character and identity of this primary gateway corridor through updated landscape design that reflects the City of Cocoa Beach landscape standards substantially, complies with applicable City code requirements, and aligns with FDOT criteria governing plantings within State roadway rights-of-way.

Each of the eight (8) medians will be surveyed by GSS Surveying and Mapping to document existing conditions, including but not limited to existing plant material, irrigation components visible at grade, and other surface improvements identified in the scope of services below to inform the proposed design. Survey information will be used to evaluate potential plant removals, preservation opportunities, and overall layout feasibility.

The proposed landscape improvements will prioritize:

- Low-maintenance plant material selections
- Salt-tolerant and coastal-resilient species appropriate for beachside conditions
- Drought-tolerant and wind-resistant plantings
- A cohesive, sequenced visual experience that reinforces arrival into the City of Cocoa Beach
- The irrigation system modifications will be designed and implemented by the City.
- Review comments from FDOT, if required, will be coordinated through the City.

It is understood that each landscape median currently contains an existing irrigation system utilizing reclaimed water. Evaluation, modification, and construction of irrigation

improvements are excluded from this scope and will be handled directly by the City. Landscape plans will be coordinated with the City to ensure compatibility with the existing irrigation infrastructure.

**City of Cocoa Beach Task Order #8
Kimley-Horn and Associates, Inc.
ST. Rd 520 Landscape Beautification**

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

PROJECT UNDERSTANDING

The City of Cocoa Beach has engaged Kimley-Horn to provide professional landscape architectural services and bid assistance for the beautification of eight (8) existing landscape medians located along State Road 520 (SR 520), from Bicentennial Park to Ocean Beach Boulevard, within the City limits (Project), as identified in **Exhibit ‘A’**.

The intent of this Project is to enhance the visual character and identity of this primary gateway corridor through updated landscape design that reflects the City of Cocoa Beach landscape standards substantially, complies with applicable City code requirements, and aligns with FDOT criteria governing plantings within State roadway rights-of-way.

Each of the eight (8) medians will be surveyed by GSS Surveying and Mapping to document existing conditions, including but not limited to existing plant material, irrigation components visible at grade, and other surface improvements identified in the scope of services below to inform the proposed design. Survey information will be used to evaluate potential plant removals, preservation opportunities, and overall layout feasibility.

Based on discussions with the City, it is understood that the proposed landscape improvements will prioritize:

- Low-maintenance plant material selections
- Salt-tolerant and coastal-resilient species appropriate for beachside conditions
- Drought-tolerant and wind-resistant plantings
- A cohesive, sequenced visual experience that reinforces arrival into the City of Cocoa Beach
- The irrigation system modifications will be designed and implemented by the City.
- Review comments from FDOT, if required, will be coordinated through the City.

It is understood that each landscape median currently contains an existing irrigation system utilizing reclaimed water. Evaluation, modification, and construction of irrigation improvements are excluded from this scope and will be handled directly by the City. Landscape plans will be coordinated with the City to ensure compatibility with the existing irrigation infrastructure.

Services are limited to landscape design within the defined median limits only. No roadway design, drainage redesign, traffic control modifications, hardscape reconstruction, utility relocations, lighting design, or structural improvements are included unless otherwise authorized in writing.

See Exhibit ‘A’ for project site area.

SCOPE OF SERVICES

Task 1 – Survey

Kimley-Horn will engage a subconsultant for this task. See **Exhibit ‘B’** for task language.

Task 2 – Concept Landscape Plans

Kimley-Horn will prepare concept landscape plans for the eight (8) existing medians located along State Road 520. The concept plans will be developed as hand-drawn exhibits to illustrate the proposed landscape character, layout, and general planting approach for each median.

The concept plans will include the following:

- One (1) hand-drawn conceptual design for each of the eight (8) medians illustrating the proposed landscape layout and general planting intent.
- Up to two (2) rounds of revisions to the concept plans based on consolidated comments provided by the City.
- Upon receipt of the City’s final review and approval of the concept plans, Kimley-Horn will proceed with preparation of the Landscape Construction Drawings. The construction drawings will incorporate the approved concept design and address comments provided during the City’s final concept review.
- Significant design revisions requested by the City after direction has been provided, or after final concept approval, including but not limited to major layout modifications, plant palette revisions, value engineering, or scope expansion, will be considered additional services and billed in accordance with the approved rate schedule. Any modifications requested after approval of the concept landscape plans that require redesigning the approved concept will be considered additional services.

Deliverables

One (1) 11” x 17” PDF set of concept landscape plans in reproducible PDF format for review and submittal to the City.

Task 3 – Landscape Construction Documents

Kimley-Horn will prepare landscape construction documents for the eight (8) medians located along State Road 520 in sub accordance with the City of Cocoa Beach published landscape requirements and applicable FDOT guidelines governing plantings within State roadway rights-of-way.

The construction documents will include:

- Preparation of landscape plans illustrating proposed canopy trees, palms (if applicable), understory trees, shrubs, and groundcovers.
- General landscape notes and installation details consistent with City of Cocoa Beach standards and FDOT requirements.
- Plant schedules identifying species, quantities, and sizes.
- Removal plan (if applicable), identifying existing plant material to be removed based on survey information and design intent.
- Coordination with existing reclaimed irrigation infrastructure (design assumes irrigation system modifications will be designed and implemented by the City).

Plans will be prepared using AutoCAD technology and produced at a scale appropriate for bidding and permitting.

Kimley-Horn will provide one (1) final landscape plan set suitable for permitting and bidding purposes.

- This task includes addressing up to two (2) rounds of consolidated review comments from the City of Cocoa Beach.
- Review comments from FDOT, if required, will be coordinated through the City. Additional FDOT meetings, redesigns, or resubmittals beyond two (2) comment rounds will be considered an additional service.
- Significant design revisions initiated by the City after direction is provided or after the final submittal, including but not limited to major layout changes, plant palette revisions, value engineering or scope expansion, will be billed as an additional service in accordance with the previously approved rate schedule. Any changes requested after final approval of the landscape plans will be considered an additional service.

Deliverables

- One (1) 11"x17" PDF set of landscape construction documents for submittal to the City. Hard copies are not included unless requested.

Task 4 – Project Management

Kimley-Horn will provide project management and coordination services necessary to administer the landscape architectural services for the "Project".

Services under this task will include:

- Overall project administration and internal team coordination.
- Coordination and management of subconsultants engaged for the project, including communication of project requirements, coordination of schedules and deliverables, and integration of subconsultant information into the overall project documents.
- Direct coordination with the City of Cocoa Beach staff throughout the design and bidding phases.
- Participation in project meetings with City staff to review design direction, address comments, and resolve technical or aesthetic concerns related to the eight (8) medians.
- Preparation of meeting agendas and summary notes, as appropriate.
- Monitoring project schedule and milestone deliverables.
- Internal quality control review of documents prior to submission to the City.
- Coordination with the City regarding any required consistency with FDOT guidelines applicable to plantings within the SR 520 corridor.

This task includes participation in up to six (6) project meetings (virtual or in-person) during the design and bidding phases combined (not including the pre-bid meeting identified in Task 5). Additional meetings beyond those identified above will be considered an additional service.

This scope assumes that City review comments will be consolidated and provided in a timely manner to maintain the project schedule. Extended coordination efforts resulting from delayed reviews, expanded scope, or additional stakeholder engagement may require additional services.

Coordination with FDOT and the City will be limited to landscape-related items associated with the proposed improvements. Direct coordination, permitting, and approvals beyond these efforts shall remain the responsibility of the City and/or others. Any additional coordination required outside of this assumed level of effort may be considered an additional service.

Kimley-Horn will coordinate the work of subconsultants but is not responsible for the means, methods, or performance of services provided by independent subconsultants.

Task 5 – Bidding and Permitting Assistance (Non-bid Specifications)

Kimley-Horn will provide limited assistance to the City of Cocoa Beach during the bidding and permitting phase of the Project.

Services under this task will include:

- Responding to contractor Requests for Information (RFIs) related to the landscape plans during the bidding period.
- Preparation of written addenda clarifications, if required (limited to one (1) addendum).
- Upon completion of the landscape construction documents, Consultant will update the Opinion of Probable Cost (OPC) one (1) time to confirm the construction costs for the landscape design.
- Coordination with City staff during internal permitting review of the landscape plans.
- Addressing up to one (1) round of permitting comments from the City beyond those addressed during the design phase.
- Preparation of one (1) addendum, if required, to clarify the intent of the approved landscape documents.
- Participation in one (1) pre-bid meeting with City staff and prospective contractors, if requested.

Kimley-Horn does not control the cost of labor, materials, equipment, or services furnished by others, the Contractor's methods of determining prices, competitive bidding, or market conditions. Any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made based on information and experience known to Consultant at that time and represent Consultant's judgment as an experienced and qualified professional, familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of probable cost.

Kimley-Horn will not provide contractor procurement services, bid tabulation analysis, recommendation letters, or attend bid openings unless specifically requested and authorized as an additional service.

Substantial redesign resulting from budget adjustments, alternate landscape concepts, changes in direction by the City, or additional external agency requirements (including FDOT) will be considered an additional service.

Task 6 – Joint Participation Agreement (JPA) Assistance

Kimley-Horn will assist the City with the Florida Department of Transportation (FDOT) JPA. This is a reimbursement program to local governments for landscape improvements along State Roads. Consultant will help identify eligible items implemented as part of the landscape beautification project for reimbursement, such as plants, plant materials, and eligible ancillary items as allowed under this program. Consultant will provide the required items requested by FDOT to complete the application, including a "high-level" concept plan, a project description narrative, a preliminary Opinion of Probable

Cost (OPC) for the concept plan, and 90% design plans. In addition, Consultant will respond to one (1) round of FDOT comments related to the JPA.

Kimley-Horn does not control the cost of labor, materials, equipment, or services furnished by others, the Contractor's methods of determining prices, competitive bidding, or market conditions. Any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made based on information and experience known to Consultant at that time and represent Consultant's judgment as an experienced and qualified professional, familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of probable cost.

Consultant will participate in one (1) meeting with FDOT and the City via Microsoft Teams or in person at the district office in Deland, as requested.

As part of this Task, Consultant will provide the following deliverables:

- One (1) "High-level" concept plan developed in Task 2
- Narrative of Project description
- Opinion of probable cost (OPC)
- 90% design plans developed in Task 3

In addition to the deliverables, Consultant will provide limited assistance (up to 10 hours) to the City with the following items as part of the JPA:

- Review of the invoices prepared by the City
- Review of permit application documents prepared by the City
- Review of progress reports prepared by the City

The City will be responsible for:

- Preparation of invoices
- Progress reports
- Permit applications
- Procurement
- Grant compliance management
- Terms of the Project completion
- Extensions to the contract

INFORMATION PROVIDED BY THE CITY

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

- A. Reasonable access to the site(s).
- B. Reasonable access to operations, maintenance, and engineering staff.
- C. Documents/Plans from other consultants (Architect, engineer, etc.) in CAD (DWG) format
- D. Geotechnical Engineering
- E. Review of deliverables
- F. FDOT Coordination
- G. Existing irrigation system design to assist in final design.

- H. Preparation and advertisement of bids
- I. Items prepared by the City as required for the FDOT JPA as described in Task 6

ADDITIONAL SERVICES

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

- A. Any service not specifically provided for in the above scope of services
- B. Submittal of documents beyond those specified
- C. Site planning services
- D. Irrigation design/modifications and analysis of existing irrigation system.
- E. Geotechnical engineering
- F. SUE services.
- G. Off-site improvements
- H. Planning assistance for variances, ROW vacates, etc.
- I. Value engineering
- J. Record drawings
- K. Rendering and 3D Modelling
- L. Site signage design/construction documents
- M. Electrical Engineering
- N. Additional meetings beyond those listed above
- O. Grant administration services

SCHEDULE

Consultant shall provide the services described in the Scope of Services upon a mutually agreed-upon schedule.

BASIS OF COMPENSATION

Kimley-Horn will perform the services in Tasks 1 – 6 for the total lump sum fee of \$64,055, exclusive of expenses. A breakdown of the fee is provided in the table below. Any permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Survey	\$12,970	Lump Sum
2	Concept Landscape Plans	\$8,570	Lump Sum
3	Landscape Construction Documents	\$14,400	Lump Sum
4	Project Management	\$9,600	Lump Sum
5	Bidding and Permitting Assistance	\$7,920	Lump Sum
6	JPA Assistance	\$10,595	Lump Sum
Total		\$64,055	

Services provided under this task order will be invoiced on a monthly basis. Payment will be due within 25 days of your receipt of the invoice.

Attachments:

- Attachment A – Kimley-Horn Man Hour Estimate TO #8
- Exhibit 'A' – Project Site Area
- Exhibit 'B' – Survey Scope & Fee

CLOSURE

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

Please email all invoices to _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue the appropriate work authorization under our Continuing Services Agreement (RFQ23-003), signed December 14, 2023.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

ACCEPTED:

THE CITY OF COCOA BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: Senior Associate

DATE: _____

DATE: 04/13/26

**TABLE A
COST ESTIMATE FOR SERVICES - UPDATED**

PROJECT: ST Rd 520 Landscape Beautification
 CLIENT: City of Cocoa Beach
 KHA PM: Sheema Laguerre, MBA

SHEET: 1 of 1
 DATE: 4/13/2026

Task	DESCRIPTION	DIRECT LABOR (MAN-HOURS)								MAN HOURS	SUB (\$)	LABOR TOTAL
		Senior Engineer	Project Manager	Project Engineer	Analyst II	Analyst I	CAD Technician	Administrative	Clerical			
		\$310.00	\$260.00	\$240.00	\$185.00	\$165.00	\$130.00	\$130.00	\$110.00			
2.0	Concept Landscape Plans											
		2		10	30					42.0		\$ 8,570
3.0	Landscape Construction Documents											
		5		15	50					70.0		\$ 14,400
4.0	Project Management											
				40						40.0		\$ 9,600
5.0	Bidding and Permitting Assistance											
		2		20	10			5		37.0		\$ 7,920
6.0	JPA Application Assistance											
		2		30	15					47.0		\$ 10,595
		11	0	115	105	0	0	5	0	0	236	\$ 51,085



BICENTENNIAL PARK

W. COCOA BEACH CAUSEWAY

EXHIBIT 'A'

HEALTH FIRST CAPE CANAVERAL HOSPITAL

W. COCOA BEACH CAUSEWAY

E. COCOA BEACH CAUSEWAY

N BANANA RIVER BLVD.

N. ATLANTIC AVE.

OCEAN BEACH BLVD.



EXHIBIT 'B'



4620 Lipscomb St NE, Suite 2, Palm Bay, FL 32905
772-567-9875 Indian River 321-914-3978 Brevard

March 26, 2026

Kimley-Horn
Attention: Sheema Laguerre

RE: Cocoa Beach Streetscape (Bicentennial Park to Ocean Dr.)

The firm of GSS Surveying and Mapping, LLC is pleased to provide you with the following proposal for professional services for the above referenced project.

Surveying Services

Survey Scope: Bicentennial Park to Ocean Beach Blvd (Approx 1.45 miles)

- Right-of-Way limits only (no parcel boundary retracement required)
- Edge of pavement and curb & gutter (top of curb and flowline)
- Sidewalks and crosswalks where they intersect the medians
- Drainage structures within or immediately adjacent to the medians
- Utilities within or directly adjacent to the medians (storm, water, sanitary if present, electric, gas, communication, and overhead utilities)
- Existing trees (species, DBH, and dripline)
- Significant shrubs or protected vegetation if present
- Existing landscape lighting or electrical infrastructure serving the medians

Survey collection can be limited to the median areas and immediate roadway tie-in points only.

2 Man Field Crew Rate of \$135.00 MH	72.00MH	\$	9,720.00
Senior CADD Technician Rate of \$75.00 MH	20.0MH	\$	1,500.00
Professional Land Surveyor Review Rate of \$75.00 MH	20.0MH	\$	1,500.00
Clerical Rate of \$50.00 MH	5.0 MH	\$	250.00

Total	Lump sum	\$	12,970.00
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Scope of Services:

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

- 1 Better understanding of the project and the Client's goals as progress on the project is made.
- 2 Additional requirements identified by the Client.
- 3 New laws or governmental agency requirements.
- 4 **Not receiving digital a cad data from the site engineer for construction staking.**
- 5 This firm reserves the right to cancel this contract and/or not issue boundary survey based on adverse or lack of field occupation or control to make an accurate and proper boundary decision. Client / signer recognized and acknowledges that no damages or claims will be brought against this firm, should contract or boundary survey be canceled.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so

Hourly Fee Schedule

Principal	\$160.00	Hour
Principal Surveyor	\$110.00	Hour
Professional Land Surveyor	\$95.00	Hour
Project Surveyor	\$85.00	Hour
Senior Field Representative	\$75.00	Hour
Senior CADD Technician	\$75.00	Hour
Technician	\$65.00	Hour
Field Representative	\$65.00	Hour
Survey Field Crew (2 man)	\$135.00	Hour
Survey Field Crew (3 man)	\$145.00	Hour
Clerical	\$50.00	Hour
Expert Witness Testimony	\$210.00	Hour
Court Appearances	\$210.00	Hour

Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Affidavits

When an Affidavit, Surveyor's Report, or separate Surveyor's Certificate is requested, there will be a minimum fee of \$150.00.

In addition, all research and calculation time required in the preparation of this affidavit, report or certificate will be charged at our normal hourly rates for the individuals preparing the affidavit.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

- 1 Blue prints; mylars and Xeroxing will be billed at current price schedule per print copy. These prices are available upon request.
- 2 Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 15 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

GSS Surveying and Mapping, LLC



3/26/2026

For the Corporation
Joshua Drum
President

ACCEPTANCE OF CONTRACT:

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS CONTRACT ACCEPTED BY:

For the Corporation

Kimley-Horn

Date

Cocoa Beach Streetscape (Bicentennial Park to Ocean Dr.)