



Meeting Agenda
Thursday, July 16, 2026

6:00 PM

REGULAR MEETING

Cocoa Beach City Hall
2 S Orlando Avenue
Cocoa Beach, FL 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and
www.youtube.com/@CityofCocoaBeachFL
Meeting Video Archives: www.cityofcocoa beach.com

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

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

Speaking Courtesy Rules:

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

Approval Of Order Of Business:

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

Appealing a Decision:

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

American with Disabilities Act:

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

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

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

B. APPROVAL OF THE AGENDA

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

C. PUBLIC COMMENTS

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

D. STAFF REPORTS AND ANNOUNCEMENTS

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

G. BUDGET

1. Staff is requesting that the City Commission set a proposed millage rate of 6.1644 for the fiscal period 2027.
Staff Representative: Hana Juman, Finance Director, Wes Mullins, City

Manager

Recommendation: Approve

2. Confirm times and dates to set the tentative and final millage and adopt the budget for Fiscal Year 2027.

- September 3rd, 2026, 6:00 PM First Public Hearing and Vote to Approve Tentative Millage & Budget
- September 17th, 2026, 6:00 PM Second Public Hearing and Vote to Approve Final Millage & Budget

Both meetings will be held at City Hall - 2 South Orlando Avenue, Cocoa Beach.

Staff Representative: Hana Juman, Finance Director, Wes Mullins, City Manager

Recommendation: Approve

H. SPECIAL PRESENTATION

1. Proclamation - World Drowning Prevention Day July 25, 2026

I. CONSENT AGENDA

1. Approve the June 16th City Commission Budget Workshop and June 18th Commission Meeting Minutes
Staff Representative: City Clerk Department
2. Approve the fourth amendment to the City of Cocoa Beach's contract with the United States Tennis Association-Florida (USTA). This amendment will defer the City of Cocoa Beach's obligation to replace the north side fence until Fiscal Year 2027-2028.
Staff Representative: Andi Segarra, Leisure Services Director
Recommendation: Approve
3. Adopt the updated Emergency Pay Policy for City Employees during declared States of Emergency. This is an existing policy that requires an annual review and update according to federal, state, and local emergency management guidance.
Staff Representative: Justin Grimes, Fire Chief
Recommendation: Adopt
4. Ratify the following Wage Re-Opener for the period of October 1, 2026, to September 30, 2027, between the City of Cocoa Beach and The Florida State Lodge Fraternal Order of Police Inc. (FOP).
Staff Representative: Cindy Depina, Human Resources Director
Recommendation: Approve

5. Ratify the following Wage Re-Opener for the period of October 1, 2026, to September 30, 2027, between the City of Cocoa Beach and Laborers International Union of North America (LIUNA) Local 630.
Staff Representative: Cindy Depina, Human Resources Director
Recommendation: Approve

J. ITEMS REMOVED FROM THE CONSENT AGENDA

K. UNFINISHED BUSINESS

1. Adopt Ordinance 1716 on second reading — An ordinance of the City of Cocoa Beach, Florida; amending provision related to the Special Magistrate; Amending Section 30-17 to include requirements for the release/reduction of liens; providing for conflicts; severability; providing for inclusion in the code; and providing for an effective date.
Staff Representative: Brian Palmer, Deputy Director Development Services
Recommendation: Adopt on Second Reading
2. Adopt Ordinance 1722 on second reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO add a reference to notice of violation (NOV) as a method of enforcement and to UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.
Staff Representative: Justin Grimes, Fire Chief
Recommendation: Adopt on Second Reading

L. NEW BUSINESS

1. Approve the Review Committee's recommendation and authorize staff to negotiate a contract with Waste Management under RFP CB26-008 Residential & Commercial Solid Waste Services. Direct staff to proceed with either option 1 (separate residential & for-cost municipal) or option 2 (all-inclusive residential & no-cost municipal) cost structure.
Staff Representative: Taylor Mottolo, Project Manager
Recommendation: Approve
2. Approve the Review Committee's recommendation to negotiate contracts with 6 out of the 10 companies who submitted qualifications for CB26-001 to provide sanitary sewer manhole, mainline and lateral rehabilitation services as part of the City's Inflow and Infiltration abatement program SRF Loan WW050640. The aforementioned 6 companies include: Insituform

Technologies, LLC; Gulf Coast Underground, LLC; Inliner Solutions, LLC; SAK Construction, LLC; BLD Services, LLC; and Rowland (DE), LLC. Costs will only be incurred for services rendered.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

3. Adopt Resolution 2026-12: A resolution of the City Commission of the City of Cocoa Beach, Florida, relating to the Florida Department of Environmental Protection (DEP) Clean Water State Revolving Fund (CWSRF), adoption of the City of Cocoa Beach Water Reclamation Facility Plan Update, effective this 16th day of July, 2026. These projects are a fiscal year 2027 budget request.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Adopt

4. Approve the Review Committee's recommendation and authorize staff to negotiate a contract with Tetra Tech, who will be primary, and Debris Tech, who will be a contracted backup, under RFP CB26-010 Disaster Debris Monitoring Services. Costs will only be incurred for services rendered.

Staff Representative: Taylor Mottolo, Project Manager

Recommendation: Approve

5. Approve the Review Committee's recommendation and authorize staff to negotiate a contract with 5 of the 10 proposers under RFP CB26-011 Disaster Debris Removal & Recovery; DRC, SDR, TRF, Crowder Gulf, and Garner. Costs will only be incurred for services rendered.

Staff Representative: Taylor Mottolo, Project Manager

Recommendation: Approve

6. Authorize staff to negotiate and award a contract with Textron E-Z-GO LLC for golf cart replacement (CB26-014) and execute a four-year lease agreement with PNC Equipment Finance for an amount not to exceed \$602,064.00, including the trade-in value of the existing fleet.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Approve

M. GENERAL PUBLIC COMMENT

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

N. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Hana Juman, Finance Director

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Staff is requesting that the City Commission set a proposed millage rate of 6.1644 for the fiscal period 2027.

Staff Representative: Hana Juman, Finance Director, Wes Mullins, City Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The proposed millage rate must be presented to the Brevard County Property Appraiser (BCPA) by August 3rd, 2026. This rate will be used to calculate the taxes due on the preliminary tax sheets mailed to all the taxpayers in August. The July 16, 2026 Commission meeting is the scheduled meeting within the planning time frame that offers adequate time to file with the BCPA.

Staff is recommending 6.1644 be set as the proposed millage rate for the fiscal period of 2027 in order to maintain current service levels and provide funding for General Fund capital projects. The proposed millage rate of 6.1644 is 2.76% above the rolled-back rate of 5.9988.

A millage rate above the *rolled-back rate of 5.9988 must be advertised as a tax increase.

The Commission cannot raise the final millage above the established in the proposed millage; however, the final millage rate may be lower than the proposed millage.

A budget workshop is scheduled for Tuesday, August 18, 2026 at 6:00 P.M. in the Commission Room.

The required public hearings to set the tentative and final millage rate and adopt the budget for Fiscal Year 2027 are scheduled for Thursday, September 3, 2026 at 6:00 P.M. and Thursday, September 17, 2026 at 6:00 P.M. at City of Cocoa Beach City Hall.

*Rolled-back rate as defined in Florida Statute 200.065 is the millage that provides the same ad valorem tax revenue as was levied during the prior year, exclusive of new construction, additions to

structures, deletions, and property
added due to geographic boundary changes.

Setting Proposed Millage Fiscal Year 2027 July 16, 2026 6:00 PM

Presented By:
Hana Juman, Finance Director



Agenda

- ☐ Setting the Millage Rate
- ☐ Proposed Millage Rates
- ☐ Cocoa Beach Taxable Values
- ☐ Effect on the Homesteaded Taxpayer
- ☐ Millage Comparisons at rollback and current rate
- ☐ Millage Comparisons (other cities)

Setting Millage (3 Steps)

- Proposed Millage
 - Cannot be exceeded once set
 - Must be set prior to August 3rd
 - Commission sets proposed millage at 6.1644 at July 16th meeting
- Tentative Millage – Gets adopted at 1st Budget Hearing (Sept 3th)*
- Final Millage – Gets adopted at 2nd Budget Hearing (Sept 17th)*

*September budget hearing dates do not conflict with County/School Board dates

Proposed Millage Rate for FY2027 Budget

5.9988 – Rolled-back Rate

(requires a majority vote)

6.0000 – Current millage rate, 0.02% above rolled-back rate

(requires a minimum 4-1 vote)

6.1644 – Proposed millage rate (2022-2025), 2.76% above rolled-back rate

(requires a minimum 4-1 vote)

6.5987 – Max millage rate

(requires a minimum 4-1 vote)

- Under the Truth in Millage (TRIM) law in Florida, if a local government adopts the rolled-back rate, taxes are not increasing. The rolled-back rate generates the same total revenue as it did in the previous year.
- Any rate considered beyond the maximum rate provided requires a unanimous Commission vote.

Cocoa Beach Taxable Values

FY2026 Budget		
	Taxable Values	Percentage Increase
*Current Gross Taxable Value	\$3,378,777,492	
Final Taxable Value Prior Year	\$3,299,373,161	
Total Increase in Taxable Value	\$79,404,331	2.41%

*Florida's Truth-In-Millage (TRIM) calendar begins July 1. Funding to the CRA from the City and County is determined by millage(s) adopted.

CRA Taxable Values & TIF

CRA	Taxable Values	Percentage Increase
*Current Year Gross Taxable Value	\$360,264,698	
Final Taxable Value Prior Year	\$319,672,582	
Total Increase in Taxable Value	\$40,672,582	12.70%

CRA – Tax Increment Funding (TIF)	Taxable Increment Value	Percentage Increase
*Current Year Tax Increment Value	\$241,177,768	
Final Taxable Value Prior Year	\$200,585,652	
Total Increase in Tax Increment Value	\$40,592,116	20.24%

Funding to the CRA from the City and County is determined by millage(s) adopted.

Effect on Homesteaded Taxpayer

Taxable Value*	Proposed Millage	Annual City Taxes	Monthly Taxes
\$100,000	5.9988	\$599	\$49
\$150,000	5.9988	\$900	\$75
\$200,000	5.9988	\$1200	\$100
\$300,000	5.9988	\$1800	\$150
*After \$50,000 homestead exemption			

5.9988 Proposed Millage Rate (Roll Back Rate)

Roll back rate provides same revenue as previous year property tax revenue.

General Fund/CRA				
Taxable Value	Millage Levy	Budget @ 95% of levy	Less CRA Contribution FY26	Net to General Fund after CRA Contribution
\$3,378,777,492	5.9988	\$19,255,180	(\$1,304,717)	\$17,950,463

Effect on Homesteaded Taxpayer

Taxable Value*	Proposed Millage	Annual City Taxes	Monthly Taxes
\$100,000	6.0000	\$600	\$50
\$150,000	6.0000	\$900	\$75
\$200,000	6.0000	\$1200	\$100
\$300,000	6.0000	\$1800	\$150
*After \$50,000 homestead exemption			

6.0000 Current Millage Rate

General Fund/CRA				
Taxable Value	Millage Levy	Budget @ 95% of levy	Less CRA Contribution FY26	Net to General Fund after CRA Contribution
\$3,378,777,492	6.0000	\$19,259,032	(\$1,374,713)	\$17,950,463

Effect on Homesteaded Taxpayer

Taxable Value*	Proposed Millage	Annual City Taxes	Monthly Taxes
\$100,000	6.1644	\$616	\$51
\$150,000	6.1644	\$925	\$77
\$200,000	6.1644	\$1233	\$103
\$300,000	6.1644	\$1849	\$154
*After \$50,000 homestead exemption			

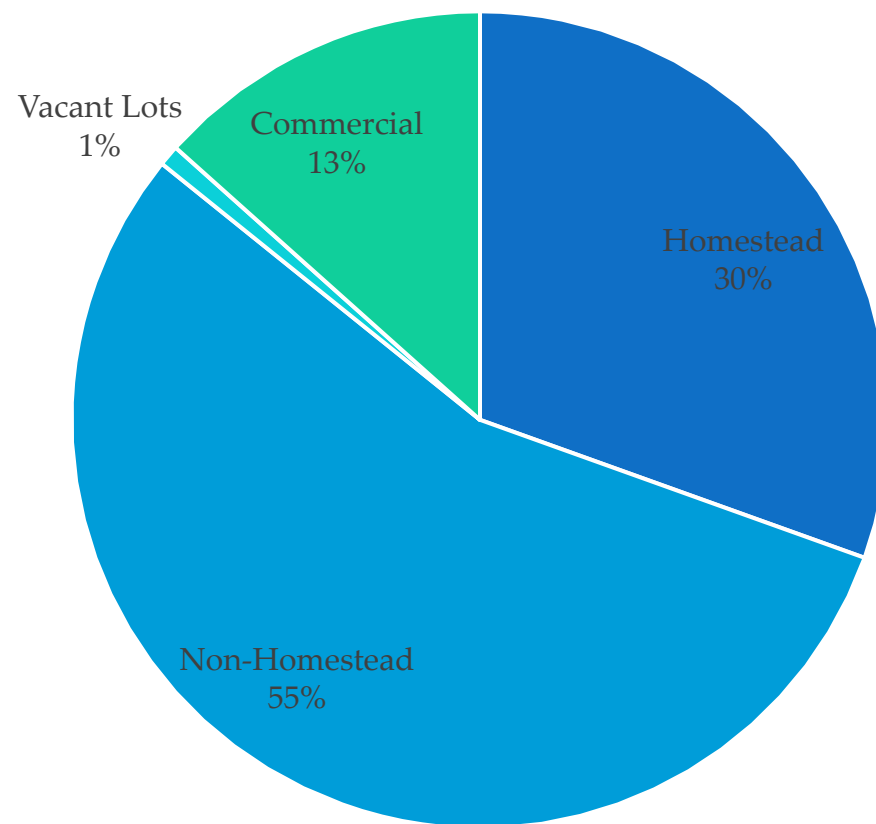
6.1644 Proposed Millage Rate
(Rate used for FY 2022-2025)

General Fund/CRA				
Taxable Value	Millage Levy	Budget @ 95% of levy	Less CRA Contribution FY26	Net to General Fund after CRA Contribution
\$3,378,777,492	6.1644	\$19,786,729	(\$1,412,380)	\$18,374,349

Comparison of Millage Rates

Taxable Value*	Difference in monthly taxes from 5.9988 to 6.1644	Difference in annual taxes from 5.9988 to 6.1644
\$100,000	\$2	\$17
\$150,000	\$2	\$25
\$200,000	\$3	\$33
\$300,000	\$4	\$49
*After \$50,000 homestead exemption		

Distribution of Taxes Levied by Property Type



■ Homestead ■ Non-Homestead ■ Vacant Lots ■ Commercial

Millage Comparisons (other cities)

City	Current	Rolled-back	Proposed	Population
Cape Canaveral	3.9672	TBD	TBD	10,002
Rockledge	5.3500	5.1963	5.2990	30,554
Indian Harbor Beach	5.5099	5.3618	5.5077	8,998
Cocoa Beach	6.0000	5.9988	6.1644	11,349
Indialantic	6.2388	5.8728	6.1959	3,009
Titusville	6.3000	6.0812	6.2000	51,076
Palm Bay	6.7000	TBD	TBD	140,199
Cocoa	6.9532	TBD	TBD	21,123
Melbourne	7.0112	6.8781	6.8781	87,846
Satellite Beach	7.9000	7.6565	7.9000	11,493

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Hana Juman, Finance Director

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Confirm times and dates to set the tentative and final millage and adopt the budget for Fiscal Year 2027.

- September 3rd, 2026, 6:00 PM First Public Hearing and Vote to Approve Tentative Millage & Budget
- September 17th, 2026, 6:00 PM Second Public Hearing and Vote to Approve Final Millage & Budget

Both meetings will be held at City Hall - 2 South Orlando Avenue, Cocoa Beach.
Staff Representative: Hana Juman, Finance Director, Wes Mullins, City Manager
Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Per Budget Calendar.

CITY OF COCOA BEACH TENTATIVE BUDGET CALENDAR
Fiscal Year 2026-2027

Activity	Date
Distribute budget preparation information to departments.	January 22, 2026
Refresher/new user training on the Naviline Budget Module	As requested ¹
Deadline for Input/Update: • Requested Budgets (Operating and 5 Year CIP-Naviline) • Operating Statistics	May 1, 2026
Budget Meetings with Departments	May 4, 2026-May 15, 2026
Preliminary Commission Workshop on FY 2027 Budget	June 16, 2026
City Commission Vote on Proposed Millage	July 16, 2026
Commission Workshop on Recommended Budget	August 18, 2026
First Public Hearing and Vote to Approve Tentative Millage & Budget	September 3, 2026
Second Public Hearing and Vote to Approve Final Millage & Budget	September 17, 2026

BREVARD COUNTY SCHOOL BOARD

First Hearing -July **28**, 2026 5:30
Final Hearing- September **10**, 2026 5:30
Note: July 1 Trim Calendar begins

BREVARD COUNTY BOARD OF COMMISSIONERS

First Hearing -September **8**, 2026 5:30
Final Hearing- September **22**, 2026 5:30

1. To schedule budget refresher/new user training or problem resolution on an individual basis, call Devan Taly at 321 868-3280.

Proclamation



WHEREAS, drowning is one of the top ten leading causes of unintentional injury-related death globally, claiming an estimated 236,000 lives each year, with children and adolescents disproportionately affected; and

WHEREAS, in April 2021, the United Nations General Assembly passed Resolution declaring July 25th of each year as World Drowning Prevention Day to raise awareness and bring an end to these entirely preventable tragedies; and

WHEREAS, everyone has a role to play in keeping our communities safe around water through proven, low-cost interventions; and

WHEREAS, local solutions such as installing barriers to control access to water, providing safe places for children away from water, teaching basic swimming and water safety skills, and training bystanders in safe rescue and resuscitation can save countless lives; and

WHEREAS, on this day, we unite to honor the memories of those lost to drowning and encourage all citizens, governments, and organizations to turn awareness into action by practicing active supervision, wearing life jackets, and learning CPR

NOW, THEREFORE, I, Keith Capizzi, Mayor of Cocoa Beach, do hereby proclaim July 25, 2026, as World Drowning Prevention Day in the City of Cocoa Beach and encourage all residents to educate themselves on water safety to prevent future tragedies.

Keith Capizzi
Mayor

Karin Grooms
City Clerk

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

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

MEETING DATE July 16, 2026

REQUESTED MOTION/ACTION

Approve the June 16th City Commission Budget Workshop and June 18th Commission Meeting Minutes

Staff Representative: City Clerk Department

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

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CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
June 18, 2026

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 6:00 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
Deputy City Clerk Cole Helms
Development Services Dave Dickey
Development Deputy Services Director Brian Palmer
Engineer, Gary Basham
Executive Assistant City Manager Carrie Lombardo
Fire Chief Justin Grimes
Fire Marshal, Sal Liberto
Information Technology Director Kevin Perez
Information Technology Deputy Director, Ron Munns
Information Technology, Michael Ledesma
Police Chief Kris Kuehn
Police, Major Joseph Versaggi
Police, Major Manny Hernandez
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 HUTCHERSON/TUMULTY

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

CITY COMMISSION MINUTES

June 18, 2026

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 referenced the workshop held on Tuesday and discussed the investigations being conducted statewide by the Florida Chief Financial Officer (CFO). She stated that school boards are among the entities being reviewed for what she described as wasteful spending of taxpayer dollars. She also commented on the state budget and public-school funding. Ms. Scott further discussed the City's budget, noting county funding items related to schools, collaborative funding for School Resource Officers (SROs), the half-cent sales tax, and what she described as undisclosed indirect taxes in Cocoa Beach. She expressed the opinion that recreational programs and services should operate on a pay-as-you-go basis. She also referenced the City's recreational facilities and requested that the Commission review how those facilities are being utilized and by whom.

D. STAFF REPORTS AND ANNOUNCEMENTS

There were no staff reports.

E. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney had no report.

F. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson noted that the July 2nd meeting has been cancelled. He also discussed the City's upcoming America 250 celebration planned for the downtown area for July 3rd, 2026.

Commissioner Hutcherson further commented on the solid waste services RFP, stating that residents are expected to see rate relief as a result of the new contract. He highlighted the competitive bid process and noted that it is designed to obtain the best value and pricing for residents.

G. CONSENT AGENDA

MOTION BY WILLIAMS/TUMULTY

I MOVE TO APPROVE THE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the June 4th, 2026, Commission Meeting Minutes
Staff Representative: City Clerk Department
2. Adopt Resolution 2026-05 - Calling for an Election, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, CALLING FOR THE NOVEMBER 3, 2026, ELECTION AND AUTHORIZING THE CITY

CITY COMMISSION MINUTES

June 18, 2026

CLERK TO PROCEED WITH ALL PHASES OF THE ELECTION PROCESS.

Staff Representative: Karin Grooms, City Clerk

Recommendation: Adopt

3. Approve the renewal of the Microsoft Enterprise 3-year licensing agreement for our suite of Microsoft services — including email, servers, and desktops/laptops. This is a projected budget expense starting in FY27 \$128,802 per year.

Staff Representative: Kevin Perez, IT Director

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. NEW BUSINESS

1. Approve State Revolving Fund Amendment #1 to Loan Agreement WW050640 providing additional time to complete planning, design and construction and revising certain provisions of the Agreement.

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

Recommendation: Approve

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Commissioner Hutcherson inquired whether delaying the item could result in a higher rate and asked if the proposed rate would still be matched. Mr. Brad Kalsow, Water Reclamation Director, confirmed that the rate would remain the same.

2. Adopt Ordinance 1716 on first reading — An ordinance of the City of Cocoa Beach, Florida; amending provision related to the Special Magistrate; Amending Section 30-17 to include requirements for the release/reduction of liens; providing for conflicts; severability; providing for inclusion in the code; and providing for an effective date.

Staff Representative: Brian Palmer, Deputy Director Development Services

Recommendation: Adopt on First Reading

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO ADOPT ORDINANCE 1716 ON FIRST READING

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi asked staff to explain the ordinance.

Mr. Brian Palmer, Deputy Development Services Director, explained that the ordinance creates a formal process for requesting reductions of code enforcement liens. He provided examples of situations where a lien reduction may be appropriate and outlined how the process would work.

Vice Mayor Williams referenced the Special Magistrate process and stated that the ordinance provides guidance and flexibility for considering lien reductions. Mr. Palmer confirmed that the City currently does not have formal guidance or an established

CITY COMMISSION MINUTES

June 18, 2026

process outlining how property owners may request a lien reduction after coming into compliance.

Ms. Janice Scott questioned why the City would reduce code enforcement liens. She discussed the home buying process and stated that, in her opinion, too many liens are forgiven.

Mayor Capizzi provided an example of a circumstance in which a lien reduction could benefit a resident who has brought a property into compliance.

Mr. Rick Anderson expressed concerns similar to those raised by Ms. Scott. He asked about the standards and criteria used to determine whether a lien reduction would be granted, who would qualify, and who would not. He stated that he did not believe the ordinance contained enough detail.

Mayor Capizzi requested additional explanation from the City Attorney.

Ms. Becky Vose, City Attorney, explained that the ordinance contains 15 factors that may be considered when evaluating requests for lien reductions. She stated that the ordinance outlines both the factors and the process for applying them. Ms. Vose noted that staff worked extensively on the ordinance and that it provides more guidance than the City's current process.

Vice Mayor Williams stated that the current process contains a significant amount of discretion, while the proposed ordinance establishes clearer standards. He added that if the ordinance does not function as intended, it can be amended in the future.

Commissioner Tumulty commented there was no process prior. He noted this is a process that is clear and consistent. Noting it is laid out in front of them.

Mayor Capizzi noting before there were no rules and now there are rules.

3. Adopt Ordinance 1722 on first reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO add a reference to notice of violation (NOV) as a method of enforcement and to UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Adopt

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO ADOPT ORDINANCE 1722 ON FIRST READING

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

CITY COMMISSION MINUTES

June 18, 2026

J. GENERAL PUBLIC COMMENT

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

K. ADJOURNMENT

The meeting was adjourned at 6:16 pm.

Karin Grooms, MPA, CMC

City Clerk

Keith Capizzi

Mayor-Commissioner

CITY OF COCOA BEACH
CITY COMMISSION – BUDGET WORKSHOP
MINUTES
June 16, 2026

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 6:00 PM.

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
Deputy City Clerk, Cole Helms
Assistant City Manager / Development Services Director, Dave Dickey
Development Deputy Services Director, Brian Palmer
Engineer, Gary Basham
Executive Assistant City Manager, Carrie Lombardo
Finance Director, Hana Juman
Finance Deputy Director, Devan Taly
Fire Chief, Justin Grimes
Fire Deputy Chief, Steve Lea
Fire Admin Chief, Shelby Teat
Fire EMS Chief, James Shindler
Fire Marshal, Salvatore Liberto
Fleet Director, Jonathan Mickler
CBCC Food & Beverage Manager, Roy Hough
CBCC Golf Superintendent, Nicholas Czerkies
Human Resources Manager, Leira Mumby
Information Technology Deputy Director, Ron Munn
Information Technology Senior Support Coordinator, Lauren Domenech
Information Technology System Administrator, Tristian Takacs
Leisure Services Director, Andi Segarra
Recreation Supervisor, Cara Potter
Police Chief, Kris Kuehn
Police Deputy Chief, Todd Hutchinson
Police Major, Joseph Versaggi
Police Major, Manny Hernandez
Police Logistics Manager, Steve Macko
Stormwater Manager, Morgan Zuhlke
Water Rec / Public Works Director, Brad Kalsow

CITY COMMISSION – BUDGET WORKSHOP MINUTES
June 16, 2026

Public Works Manager, Marcus Baker

1. Pledge of Allegiance
2. Invocation

B. NEW BUSINESS

1. Discuss FY2027 proposed 5-Year Capital Improvement Program budget requests.
Staff Representative: Hana Juman, Finance Director, Wes Mullins, City Manager

Finance Director Hana Juman discussed the closure of the 310 Capital Fund per Resolution 2025-21 and the city's requirement to meet Ordinance 1681. She communicated that the city's reserves are currently at a critical balance and that the city's projected expenses are greater than the projected revenues. In order to compensate for this, she advised that additional cuts are necessary, mentioning that city departments have been tasked with reducing their budget by an additional 10%. Commissioner Hutcherson and Mayor Capizzi discussed the fiscal impact of pending RFPs with Ms. Juman. She shared that the second budget workshop is expected to have updated RFP figures. Mayor Capizzi commented on previous capital project fund usage. Ms. Juman also discussed the pending Florida property tax bill and the negative impact it will have on the city throughout multiple fiscal years.

CIP - Summary

Ms. Juman and Commissioner Hutcherson spoke about grant funding and potential revenue. Vice-Mayor Williams asked Ms. Juman about the future CRA budget, requesting that the city utilizes "TBD" instead of a dash as a placeholder. Ms. Juman also mentioned that the balance for fiscal year 2028 has been inflated to compensate for deferred projects.

CIP - Information Technology & City Clerk

Vice-Mayor Williams discussed the necessity behind the requested I.T. software for FY 2028. Ms. Juman shared the necessity of the City Clerk's document accessibility platform in order to adhere to compliance standards. Commissioner Tumulty talked about rising technological hardware costs and how this could be reflected in future budget years. Vice-Mayor Williams suggested that the city explores the idea of shared-use computers.

CIP - Police & Communications

Ms. Juman shared that the Communications budget correlates to the city's recent communication contract. Mayor Capizzi discussed both the body camera and taser budgets with Police Chief Kris Kuehn, who shared that these are due to recent contract changes and migrations. Mayor Capizzi also inquired about the cost of the budgeted

CITY COMMISSION – BUDGET WORKSHOP MINUTES
June 16, 2026

radar system and Ms. Juman advised that radars need to be installed in new police vehicles. In response to a question from Vice-Mayor Williams, Chief Kuehn explained that the drying cabinet will be replaced and has been included in the budget.

CIP - Fire

Commissioner Hutcherson and Fire Chief Justin Grimes discussed the only FY 27 budgeted item; software. The timeframe and logistics behind a future budgeted item, a fire engine replacement, was discussed. It was disclosed that this item will be brought back to the commission for further review.

CIP - Public Works: Roads & Streets

Stormwater Manager Morgan Zhulke provided clarification for Minutemen's shoreline project by discussing expected yearly expenditures and its current permitting status. Vice-Mayor Williams suggested that the city should continue to explore street paving pricing options. Ms. Juman indicated that this project is a necessity and that it was deferred to 2028.

CIP - Public Works: Building Maintenance

Ms. Juman shared that the Ramp Road swing set replacement might have incoming grant revenue. Commissioner Hutcherson and Ms. Juman conversed about how the budgeted cost for painting city buildings is covered under the operating costs. Ms. Juman referenced the deferment of projects to FY 2028.

CIP - Public Works: Grounds Maintenance

Regarding the 520 median project, Commissioner Tumulty asked about the status of Florida Department of Transportation grant funds and expressed interest in having an additional backup funding option.

CIP - Public Works: Fleet

Fleet Director Johnathan Mickler shared information about the average mileage, age, and the disposal logistics for the police fleet. Mr. Kalsow and Mr. Mickler conversed about upcoming generator replacements and Mayor Capizzi suggested that we could convert Fire Station 51's, which is expected to be replaced via FEMA grant funding, into a portable backup. City Hall's generator elevation was discussed and Mayor Capizzi shared his desire to make elevating it a priority in the future. City Manager Wes Mullins advised that the Police Department is in the same predicament.

CIP - Public Works: Capital Improvements

Ms. Juman advised that Fire Station 50's proposed construction is expected to have access to grant funding. The commission spoke about the expected maintenance fees

CITY COMMISSION – BUDGET WORKSHOP MINUTES

June 16, 2026

for the ADA park and potential ways to offset it, including community involvement. Commissioner Tumulty asked if we would be able to defer this project and Mayor Capizzi agreed. Mr. Mullins advised the city has until June 22nd to update the federal government regarding any requested changes to the ADA park's plans. Commissioner Tumulty asked the city to continue discussions regarding the ADA park and the Fire Station 50 funding at the next budget meeting. Discussion ensued regarding the Brevard Ave project, park light replacements, school board funding, and future dredging projects. Ms. Zhulke explained the multiple phases of the Sunset Bridge project. Mr. Kalsow, in relation to the Minuteman light pole replacement project, advised that Florida Power and Light will not currently grant the city funding unless we replace the underground conduit.

CIP - Leisure Services

Ms. Juman discussed the proposed FY 27 Leisure Services requests, including recreational software, Ramp Road court resurfacing, and pool locker room plumbing repairs. Mayor Capizzi inquired about the \$350,000 funding requirement for the pump at the golf course. Golf Superintendent Nicholas Czerkies advised that the majority of the cost is due to the older pump drives and the age of the pump. Ms. Juman relayed that this project is currently going out to bid.

CIP - CRA

Ms. Juman introduced the CRA CIP. Chief Kuehn spoke on the importance of the proposed road barriers and how they better protect the public during large gatherings. Commissioner Tumulty expressed his support. Discussion ensued regarding the personnel logistics behind these new barriers and Mayor Capizzi inquired if bollards would be more cost-effective.

CIP - Utilities

Mr. Kalsow shared that the Inflow and Infiltration project is completely grant funded. SRF low interest loans were also discussed. Mr. Kalsow explained that, for the Cape Canaveral FDOT drainage project, FDOT requires us to move utility lines in order for them to install stormwater pipes. Commissioner Jackson expressed interest in externally reaching out to seek assistance. Discussion ensued between the commissioners about the importance of the reuse storage tank mural project, which will be brought before the commission at a later meeting. Mr. Kalsow indicated that the reclaim distribution system budget item aligns with a consent order from the Florida Department of Environmental Protection. Mr. Kalsow indicated that the city's residential water pumps are in decent condition, only one is slated for refurbishing in FY 2027, and that we have some as backups. Commissioner Tumulty asked for a ratio of gallons per minute at the golf course versus residential properties. Discussion ensued about the possibility of issues if residential reclaimed water pumps were also used for the golf course. Mayor Capizzi inquired about the possibility of joining both the golf course and residential pumps, creating redundancy in the case of an emergency. Commissioner

CITY COMMISSION – BUDGET WORKSHOP MINUTES

June 16, 2026

Hutcherson requested the city to look into the utilization of different funds for the golf course pump, since reclaimed water is getting pumped to both the golf course and residential communities.

Ms. Juman informed the Commission that the millage rate will be determined at the Commission meeting scheduled for 7/16/26.

Mr. KP Finke mentioned the possibility of adding a new line to the budget documents, disclosing grant funding amounts, when applicable. Mr. Finke also spoke about the fact that this is the city's last opportunity to adjust the millage rate to help push projects through before the property tax bill passes.

Ms. Janice Scott voiced her concern about upcoming city projects and their potential impact on local taxpayers. She suggested partnering with local nonprofits and reiterated the importance of utilizing grant funding to assist with funding requirements. Ms. Scott inquired about the city's usage rate of gasoline.

Mr. Rick Anderson spoke about the pending property tax bill and its potential impact on the city. He expressed interest in focusing on the city's reserve fund and Mayor Capizzi shared that this is on the city's radar. Commissioner Hutcherson expressed his dislike for deficit spending and raising taxes in order to recuperate costs.

Mr. Greg Lund communicated his desire to have the city focus on increasing revenue instead of cutting expenses. Commissioner Jackson spoke on the importance of tapping into the revenue that flows through the city.

C. ADJOURNMENT

The meeting was adjourned at 7:30 PM.

Cole Helms

Deputy City Clerk

Keith Capizzi

Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Andi Segarra, Director of Leisure Service

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Approve the fourth amendment to the City of Cocoa Beach's contract with the United States Tennis Association-Florida (USTA). This amendment will defer the City of Cocoa Beach's obligation to replace the north side fence until Fiscal Year 2027-2028.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

.

BACKGROUND:

The City of Cocoa Beach entered into an agreement with the United States Tennis Association-Florida Section, Inc. (USTA) beginning December 1, 2017, for the operation and use of the City's tennis facility. The agreement has been amended over time to address facility needs, responsibilities, and operational updates.

Amendment #4 clarifies the City's obligation related to replacement of the north side fence at the tennis facility. This amendment defers the City's responsibility to replace the north side fence until Fiscal Year 2027-2028. Except for this change, all other terms and conditions of the original agreement, as previously amended, remain in full force and effect.

**CITY OF COCOA BEACH
MANAGEMENT & OPERATION OF THE MUNICIPAL
TENNIS FACILITY FOR PROFESSIONAL SERVICES**

AMENDMENT #4

This contract, Amendment #4, with United States Tennis Association-Florida Section, Inc. (USTA), a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, shall include the change and clarification indicated below. Except as modified herein, the terms and conditions of the Contract that began December 1, 2017, as amended, shall remain in full force and effect. To the extent of any conflict between the terms of the previously mentioned documents and the terms of this Amendment, the terms of this Amendment shall control.

EXHIBIT C - CITY ASSISTANCE

Item 2 of Exhibit C - City Assistance is hereby amended to provide as follows:

The City shall not be required to replace the fencing located on the north side of the tennis courts until Fiscal Year 2027-2028.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year written below.

CITY OF COCOA BEACH

Attest:

Signature:

By: _____

By: _____

Karin Grooms
City Clerk

Keith Capizzi
Mayor

Date: _____

Date: _____

CONTRACTOR:

By: _____ Company Name

Signature

Title, Printed Name

Date: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Adopt the updated Emergency Pay Policy for City Employees during declared States of Emergency. This is an existing policy that requires an annual review and update according to federal, state, and local emergency management guidance.

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

During declared States of Emergency by the City Manager such as tropical cyclones, manmade, or other environmental disasters, hourly compensation for critical personnel identified prior to an event is modified in reflection of the high-hazard work that comes with these types of emergencies.

The City of Cocoa Beach annually reviews this policy as funds are retrievable from the federal government via the Federal Emergency Management Agency (FEMA) through the Florida Division of Emergency Management (FDEM). All Emergency Pay and Compensation policies are read publicly by City of Cocoa Beach Commissioners at a public meeting before ratifying, executing, or accepting changes to the current update and all future updates and/or changes to the policy. Once accepted and/or adopted, the policy is sent to the FDEM and FEMA for approval and records related to the City during states of emergency and recouperation of funds with proper time keeping documents and required paperwork.

There is no annual cost unless a state of emergency is declared and exists in the City of Cocoa Beach. This policy will remain in place until a periodic review is performed as needed.



EMERGENCY OPERATIONS PLAN AND PAY POLICY

I. PURPOSE AND SCOPE

To establish pay regulations to fairly compensate City of Cocoa Beach (City) employees. The City Commission may declare a State of Local Emergency in response to concerns of a potential disaster or emergency conditions to include, but not limited to severe weather conditions, technological or human-caused emergency or a disaster that threatens public safety. The City Manager, or designee will activate this policy when deemed necessary upon the declaration of a State of Local Emergency by the City Commission.

II. DEFINITIONS AND REFERENCES

- **Emergency:**
 - A declared incident or occurrence by FEMA directly involving the City.
 - A Proclamation of Emergency by the Governor of Florida directly involving the City.
 - An incidence or occurrence meeting the criteria of Chapter 8.5 (Emergency Management) of the City Code of Ordinances
- **Emergency Stand-By Status:** Emergency nonessential employees that are released from primary work duties in the City for a duration of time. This status indicates an employee is at home or another safe location and will receive up to 40 hours of wages per week
- **Emergency Essential Employee:** Employees whose job responsibilities are critical to protecting and preserving the health, safety and welfare of the public. The City Manager will meet with Department Directors and may consult the Emergency Manager to clarify which, if any, employees are critical and will stay within City limits and which employees will fall back in a "Standby" status. Approval is required by City Manager, or designee prior to any personnel staying on City property. Employees designated as restricted/light duty Worker's Compensation status are not eligible for consideration as an Emergency Essential Employee.
- **Emergency non-essential employee:** Employees whose job responsibilities are not needed to protect and preserve the health, safety and welfare of the public. Such employees may, however, be needed to assist in preparations preceding an impending emergency event.

III. APPLICABILITY

This policy is applicable to all Regular Full-time Exempt and Non-Exempt City employees, as defined in the City of Cocoa Beach Employee Guide Section 9, "Employee Categories".

IV. PROCEDURES

1. Each department director shall identify Emergency Essential positions that are required to work during the time the City has suspended operations and/or during a declared emergency. City Manager, or designee shall approve each department's designation of Emergency Essential personnel. Department directors shall ensure that Emergency Essential employees are aware of their individual responsibilities. These responsibilities may include reassignment to another job function, shift, and/or Department or Division. All efforts will be made to assign individuals to duties according to their respective knowledge, skills, abilities and physical capabilities.

Employees who are required to work when normal City operations are suspended and/or during an emergency shall report to work and, if necessary, be prepared to stay for an extended period of time. Employees who fail to comply or report to work as required, without prior authorization of their Department Director (or the Director's designee), may be subject to discipline up to and including termination. An employee who is unable to report to work as required may be excused by his/her Department Director provided acceptable reason and/or documentation in the form of a physician's statement. Such absence will not be eligible for emergency pay.

2. Effective with activation of the Emergency Operations Plan, all leave requests for emergency essential personnel are cancelled until normal City operations are resumed.
3. In the event of an evacuation from the barrier island, employees will be needed to assist in the protection and/or removal of essential files, records and equipment and the hardening of city structures. During pre-event preparations and the subsequent activation emergency operations status, requests by employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift. Such absence or failure to report may affect eligibility for emergency pay.
4. Upon determination by the City Manager, or designee that this policy be deactivated, employees will be required to return to their normal scheduled shift, duties and responsibilities, and payment of additional emergency or disaster compensation will cease.

It shall be the employee's responsibility to monitor TV, radio and/or the internet to determine return to work instructions. If the phone system allows, the City will post a return-to-work message on an Emergency phone number to be provided by the IT Department. Employees should also obtain a list of key supervisor cell phones to contact in the event other contact methods are unavailable.

5. During the post-event recovery period, employees not required for the direct support of their respective normal work assignments may be assigned to functions in support of recovery operations. Such employees may be required to work while normal City operations are suspended and/or during a recovery from an emergency and shall report to the worksite and, if necessary, be prepared to stay for an extended period of time. Employees who fail to comply or report to work when scheduled, without prior authorization of their Department Director, will lose their eligibility for emergency pay and may be subject to discipline, up to and including termination. With prior authorization from his/her Department Director, or designee, an employee who is unable to report to work (supported by a physician's statement) may use accrued paid leave.

Requests by employees to be excused from work must be arranged in advance of the emergency. In the case of unforeseen circumstances, employee must report to the appropriate authority as soon as possible prior to the beginning of the work shift.

6. It is the responsibility of each Department Director to assign rest periods and ensure the safety and health of all assigned employees. Department Directors are also responsible to verify and record hours worked by their subordinates. Reporting of actual hours worked whether for regular duty or in an emergency function and the wages received is crucial to documentation required by local, State and Federal government reimbursement procedures. Department Directors are also responsible for rotation and recycling of active emergency workers and Emergency Stand-By employees.

V. EMERGENCY PAY

Whenever an emergency is declared, employees may be called in to work before, immediately prior to, during, and/or after an event. Employees who are not directly involved in emergency operations or essential functions, may be furloughed, with pay, until the City Manager, or designee has declared the emergency event over.

During a declared State of Local Emergency, all employees will be paid in accordance with the City's Personnel Rules and Regulations and applicable Collective Bargaining Agreements. Employees may also be authorized to receive additional pay, as authorized by the City Manager, based on the provisions specified below.

1. Non-Essential Employees (Exempt/Non-Exempt):
Employees deemed non-essential are not required to report to work for duties during declared emergency. Non-essential employees shall be authorized to receive leave with pay at base wage (x 1) basis for the number of regular scheduled hours that occurred during the closure/event.
2. Essential Employees:

- a. Non-exempt (hourly) employees shall be authorized to receive additional base hourly pay on a time and one half (x 1.5) basis for all emergency-related hours up to 40 hours during a work week. For hours worked in excess of the 40 hours, or normal FLSA work week, employee will receive pay at two (x 2.0) basis.
- b. Exempt (salaried) employees shall be authorized to receive pay at time and one half (x 1.5) basis for all emergency-related hours.

3. Collective Bargaining Units:

Employees belonging to a union, shall be paid in accordance to their respective Collective Bargaining Agreement. After application of FLSA regulations, City personnel guidelines and collective bargaining agreements pertaining to overtime, employees shall be paid at an additional .5 times the base rate of straight pay for all hours worked during the declared emergency conditions. The collective bargaining agreement shall prevail in the event of a conflict between this policy and the collective bargaining agreement.

An employee, who is on approved PTO and is not required to return to work, shall be charged the leave for which they were approved and will not receive emergency pay for the emergency period. Should a City observed holiday fall during an emergency period, the emergency pay policy provisions will supersede.

The provisions of this Section shall be as described above and as shown in Exhibit A and effective for the entire time period encompassed by the declared State of Local Emergency.

VI. RESERVATION OF RIGHTS

This policy is emergency based for the purpose of protecting the health, safety and welfare of City residents, visitors, property owners and businesses. The policy is intended to apply equally to all affected employees. The City reserves the right, at its sole discretion, to change the terms and conditions or to discontinue the policy entirely. Any such change or termination shall be applied and communicated on a prospective basis.

By: _____

Wes Mullins, DCJ

City Manager

EXHIBIT A

	Non-Essential		Essential	
	Exempt	Non-Exempt	Exempt	Non-Exempt
Regular Scheduled Hours	x1 rate	x1 rate	x1.5 rate	x1.5 rate
40- Hours, or beyond FLSA Regular Overtime Scheduled Hours	-	-	x1.5 rate	x2 rate

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Human Resources /
Cindy DePina, Human Resources Director

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Ratify the following Wage Re-Opener for the period of October 1, 2026, to September 30, 2027, between the City of Cocoa Beach and The Florida State Lodge Fraternal Order of Police Inc. (FOP).

Staff Representative: Cindy Depina, Human Resources Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted in the proposed FY27 budget

BACKGROUND:

Final year of a wage re-opener in a 3-year Collective Bargaining Agreement



FOP Wage MOA Effective October 1, 2026 (FY27)

June 10, 2026

- 4% increases in hourly rate to all FOP employees not above the new Maximum.
 - Min/Max increases by 2% on the wage table.
 - Those moving up to the new maximum may receive a partial raise and will not exceed the new maximum. A lump sum for the difference not to exceed 4%.
(example 2% to the new maximum & 2% lump sum)
 - Should any member presently be exceeding the maximum, they will not receive an increase.
- Article 14.3 – Increase all bargaining unit employees for off duty court appearances to 3 hour minimum (presently 2 hours).
- Article 14.4 – Increase all bargaining unit employees that are off duty that are required to return to duty from 2 hour minimum to 3 hour minimum.
- Increase starting pay by \$1.00 per hour for new police officer.
- All increases will have an effective date of October 1, 2026.

FY27 Wages - 2% to minimum & Maximum (starting pay for officer increased \$1.00 per hour)

Scale	Position	Min/Hr.	Max/Hr.
PD4	Police Lieutenant	\$39.97	\$44.64
PD3	Police Sergeant	\$32.47	\$41.92
PD2	Police Officer	\$24.07	\$34.49

- 15.1 Longevity – Bargaining unit employees with 5 years of completed service with the City of Cocoa Beach shall receive a \$500 longevity payment each year. Employees shall receive an annual longevity payment based on their continuous years of completed service. Beginning after the completion of five (5) years of service, employees will receive a standard payment of \$500 annually after the completion of the year of service. This standard \$500 annual payment continues until the employee completes one of the milestones in the grid below. At each milestone

the employee will receive that longevity payment and then revert to \$500 annually until they complete twenty (20) years of service. At (20) years of service and for each year of service completed thereafter, the employee shall receive an annual longevity payment of \$1,250

5 years	\$500
10 years	\$750
15 years	\$1,000
20 years	\$1,250

*Agreement would need to be ratified by the union and the City of Cocoa Beach City Commission.

SIGANTURE PAGE

Wes Mullins, DCJ, City Manager Date

Ned Golden 07/08/2026

Ned Golden, FOP Staff Rep. Date

Ratified by the City of Cocoa Beach Commission on _____, 2026

Karin Grooms, City Clerk Date

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Human Resources /
Cindy DePina, Human Resources Director

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Ratify the following Wage Re-Opener for the period of October 1, 2026, to September 30, 2027, between the City of Cocoa Beach and Laborers International Union of North America (LIUNA) Local 630.

Staff Representative: Cindy Depina, Human Resources Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Included in the FY27 proposed budget

BACKGROUND:

Final year of the 3-year contract for wages

City of Cocoa Beach
And
LIUNA

Wage Re-Opener FY27 - Memorandum of Agreement

Article 18 – Wages

- 4% Cost of Living Adjustment to wages October 1, 2026 (FY27), not to exceed the maximum for the pay class.
- Wage Tables:
 - i. Minimum will be increased by 2%
 - ii. Maximum will be increased by 2%
 - iii. Any individual that is at or reaches the maximum will be placed at the new maximum and no additional payment will be issued even if the total of the COLA is above the new maximum.
 - 1. New wage table Attached

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

Signatures:

Wes Mullins, City Manager Date

Ronnie Burris 05/26/2026
Ronnie Burris, LIUNA President Local 630 Date

Ratified by City of Cocoa Beach Commission on: _____, 2026

Karin Grooms, City Clerk Date

WAGE RANGE MINIMUMS AND MAXIMUMS
October 1, 2026

LIUNA	PAY GRADE	MIN	MAX
OPERATIONS TECHNICIAN CLASS A	L13	\$26.41	\$44.51
OPERATIONS TECHNICIAN CLASS B	L12	\$25.23	\$42.45
OPERATIONS TECHNICIAN CLASS C	L11	\$24.11	\$40.49
UTILITIES ELECTRICIAN	L11	\$24.11	\$40.49
DIESEL MECHANIC III/FIRE APPARATUS TECH	L10	\$23.13	\$38.64
MACHINIST	L10	\$23.13	\$38.64
LEAD MECHANIC	L10	\$23.13	\$38.64
LEAD UTILITY SYSTEM MECHANIC	L10	\$23.13	\$38.64
DIESEL MECHANIC/LEVEL II	L09	\$22.47	\$36.90
DIESEL MECHANIC LEVEL I	L08	\$21.46	\$35.22
LEAD STORMWATER	L08	\$21.46	\$35.22
LEAD GROUNDS	L08	\$21.46	\$35.22
LEAD ROADS	L08	\$21.46	\$35.22
LEAD BUILDING MAINTENANCE TECHNICIAN	L08	\$21.46	\$35.22
UTILITIES MECHANIC III	L08	\$21.46	\$35.22
OPERATIONS TECHNICIAN TRAINEE	L08	\$21.46	\$35.22
MAINTENANCE WORKER II/IRR. SP.	L08	\$21.46	\$35.22
BODY/FENDER/PAINT SPECIALIST	L07	\$21.46	\$35.22
MAINTENANCE TECHNICIAN II	L07	\$21.46	\$35.22
MECHANIC	L07	\$21.46	\$35.22
SECOND ASSIST – GOLF	L07	\$21.46	\$35.22
TURF EQUIPMENT REPAIR TECHNICIAN	L07	\$21.46	\$35.22
UTILITIES MECHANIC II	L07	\$21.46	\$35.22
UTILITIES COMPLIANCE INSPECTOR II	L07	\$20.19	\$33.59
UTILITIES COMPLIANCE INSPECTOR I	L07	\$19.29	\$32.06
UTILITIES MECHANIC I	L06	\$19.29	\$33.58
SPRAY TECHNICIAN	L06	\$19.29	\$33.58
MAINTENANCE TECHNICIAN I	L06	\$19.29	\$33.58
MAINTENANCE WORKER II	L06	\$19.29	\$33.58
MAINTENANCE WORKER II - GOLF	L06	\$19.29	\$33.58
METERED PARKING TECHNICIAN	L06	\$19.29	\$33.58
MAINTENANCE WORKER I	L05	\$18.43	\$30.60
MAINTENANCE WORKER I - GOLF	L05	\$18.43	\$30.60
SLUDGE DISPOSAL TECHNICIAN	L05	\$18.43	\$30.60
MAINTENANCE WORKER / CUSTODIAN	L04	\$17.67	\$29.21

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
Brian Palmer, Deputy Director of Development
Services

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1716 on second reading — An ordinance of the City of Cocoa Beach, Florida; amending provision related to the Special Magistrate; Amending Section 30-17 to include requirements for the release/reduction of liens; providing for conflicts; severability; providing for inclusion in the code; and providing for an effective date. Staff Representative: Brian Palmer, Deputy Director Development Services
Recommendation: Adopt on Second Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Currently, city code does not include specific language addressing the process to request a code enforcement lien reduction. The city attorney and staff have prepared Ordinance 1716 to establish a formal process to request a lien reduction through the special magistrate.

As proposed, a property owner seeking satisfaction, release, or reduction of a recorded code enforcement lien must submit a written application on a form approved by the City, together with required supporting documentation.

The purpose of the amendment is to provide a clear, consistent, and transparent procedure for requesting lien reductions. Among other things, the special magistrate will consider the following factors:

- (1) The amount of any administrative and out-of-pocket costs incurred by the city;
- (2) The gravity and number of the violation(s);
- (3) The amount of the requested reduction;
- (4) The time in which it took to bring the property into compliance;
- (5) Whether the applicant was responsible for the violation which caused the lien;
- (6) Whether the applicant acquired the subject property with knowledge of the subject lien or should have had knowledge of the lien through reasonable due diligence;

- (7) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;
- (8) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination; and
- (9) No reduction or release of lien shall be granted if there are then current code violations relating to the subject property.

Sec. 30-17. Administrative fines, costs, and liens.

(a) *Order by special magistrate or a code enforcement board.* The special magistrate or a code enforcement board, upon notification by the code enforcement officer that an order of the special magistrate or the code enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed. However, the special magistrate may order the violator to pay a fine in an amount specified in section 30-29, classes of violations and associated civil penalties, for each day the violation continues past the date set by the special magistrate or the code enforcement board for compliance; or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code enforcement officer; or may order abatement. In addition, if the violation is a violation described in section 30-14 (d) above, the special magistrate or the code enforcement board will notify the city, which may take the actions set forth with specificity in section 30-14 (d). If a finding of a violation or a repeat violation has been made by the special magistrate or the code enforcement board, as provided in this code, a hearing will not be necessary prior to issuance of an order imposing a fine. However, if a dispute arises as to whether the violator has complied, the special magistrate or the code enforcement board, may grant a request for hearing if the request is made by the violator in writing, setting forth the reasons for dispute, and received by the city special magistrate or code enforcement board no later than ten (10) days following the date specified in the order for compliance. If such hearing is held, testimony will be limited to the issue of compliance with the special magistrate's or code enforcement board's previous order and no new evidence as to whether a violation occurred will be allowed. If the violation is of the type described in section 30-14 (d), the special magistrate or code enforcement board may charge the violator with the cost of those repairs made by the city, along with the fine imposed under this section.

(b) *Administrative fine.* A fine imposed by the special magistrate or a code enforcement board, under this section shall not exceed the statutory limitations imposed by Chapter 162, Florida Statutes of five hundred dollars (\$500.00) per day, excepting the penalty provisions specified in chapter 30.

(1) The special magistrate or a code enforcement board may assess the cost of all repairs incurred by the city in accordance with subsection (a) of this section as an additional component of the fine as well as the costs of prosecuting the case before the special magistrate or the code enforcement board. For purposes of this article, prosecution costs include, but are not limited to, recording costs, inspection costs, time spent by the code enforcement officer(s), police officer(s) or other city staff at hearings, preparation costs, photography costs, attorney fees, and similar items.

(2) The following factors will be considered by the special magistrate or a code enforcement board in determining the amount of the fine or the amount of mitigation necessary, if any: a. The gravity of the violation; b. Any actions taken by the violator to correct the violation; and c. Any previous violations committed by the violator.

(3) The special magistrate or a code enforcement board may reduce the fine imposed under this section and is authorized to mitigate any such fine at a hearing specifically noticed for such purpose.

(c) *Creation of a lien.* A certified copy of an order imposing a fine or a fine plus repair costs, and/or assessing the costs of prosecution, may be recorded in the public records and thereafter will constitute a lien against the land on which the violation exists and upon any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order will not be deemed to be a court judgment except for enforcement purposes. A fine imposed under this article will continue to accrue until (i) the violator has complied with the order rendered by the special magistrate or a code enforcement board or until (ii) judgment is rendered in a suit to foreclose the lien, whichever occurs first. A lien arising from a fine imposed under this section runs in favor of the City of Cocoa Beach, and the city manager may execute a satisfaction or release of lien entered in accordance with this section. The city may foreclose on a lien, which remains unpaid for a period of three or more months after filing thereof or sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created under this article may be foreclosed on real property which is a homestead under section 4, article X, of the state constitution. The money judgment provisions of this section will not apply to real or personal property which is covered under section 4(a), article X, of the state constitution.

(d) *Duration of lien.* A lien established in accordance with the provisions of this article may not continue for a period longer than 20 years after the certified copy of an order imposing the fine and/or assessing the costs of prosecution has been recorded, unless within that time an action to foreclose on the lien is commenced as set forth in section 30-17 above, in a court of competent jurisdiction. In an action to foreclose on the lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee that it incurs in the action. The city is entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of an action will not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

(e) *Jurisdiction over lien.* The special magistrate or a code enforcement board will retain jurisdiction over all cases in which a lien has been recorded until the lien has been released. Upon a showing of clear and convincing evidence by the violator, the special magistrate or code enforcement board has the authority to reduce the lien amount for pay-off purposes, in the following circumstances:

- a. The violator has come into compliance, but due to circumstances beyond his or her control resulting in extreme financial hardship, the violator cannot pay the full amount necessary to satisfy and release the lien; or
- b. The violator has not come into compliance, but has a contract to sell the property, contingent upon release of the lien, to a contract purchaser who intends to bring the property into compliance, provided, however, that the contract-purchaser must first enter into an agreement with the city, indicating his intent to bring the property into compliance and a timetable for completing the work, and establishing security for performance. The authority to reduce fines granted to the special magistrate or a code enforcement board will be applicable to all code enforcement cases in which a lien has been placed on the property and remains unsatisfied.

(f) *Application for satisfaction, release, or reduction, of code enforcement liens.*

(a) Where a certified copy of an order imposing a penalty or fine, as described in F.S. ch. 162 or as otherwise provided in this code of ordinances, has been recorded in the public records of Brevard County, Florida, and has become a lien against the land and/or property of the violator, such violator, or the violator's successors and assigns who has an ownership interest in the property, (collectively, the "applicant") may apply for a satisfaction, release, or reduction of such lien as follows:

(1) *Lien satisfaction.* Upon full payment by the applicant of the fine or penalty imposed in accordance with this code of ordinances, the city manager is hereby authorized to execute and record in the public records of Brevard County, Florida, a satisfaction of lien on behalf of the city. The applicant shall be responsible for paying all costs of recording. Lien satisfaction requests do not require a full application required by subsection (b) of this section because the applicant is paying the full amount of the fine or penalty due to the city.

(2) *Lien release or reduction.* Upon request for a release or reduction of a fine or penalty imposed in accordance with this division, the applicant shall submit a written application to the city manager or designee, in accordance with this section.

(b) *Application.* The application for release or reduction of lien shall be in written form, typed or handwritten, by the applicant and shall be submitted to the city manager, or designee. The application shall be executed under oath and sworn to in the presence of a notary public, and shall include at a minimum the following:

- (1) A copy of the order imposing a lien upon the property including the code enforcement case number;
 - (2) The date upon which the applicant asserts that the subject property was brought into compliance with the City Code and an explanation of the steps taken by the applicant and the dates of such steps, if any, to bring the subject property into compliance;
 - (3) The basis upon which the applicant believes the application for release or reduction of lien should be granted;
 - (4) The terms upon which the release or reduction of lien is being requested;
 - (5) The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;
 - (6) The reduction in penalty or fine sought by the applicant;
 - (7) A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Brevard County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;
 - (8) If the applicant was not the owner of the subject property when the code violations resulting in the lien were first served on the property owner, a copy of the closing statement (usually a HUD-1 Settlement Statement Form) used when the property was purchased by the applicant. If the applicant purchased the property at the time the subject property was in violation of the city codes and/or at the time the property was already the subject of a lien or liens, an explanation of how the violation(s) or lien was addressed regarding the purchase price of the subject property.
 - (9) Any other information which the applicant deems pertinent to the request, including but not limited to the circumstances that exist which would warrant the reduction or satisfaction of the penalty or fine.
- (c) *Reimbursement to city for recording costs at time of application.* The applicant shall submit, at the time of application, an application fee established by the city by Resolution to defray some or all of the city's costs of processing the application including, but not limited to, personnel, legal, and costs associated with recording the order imposing a penalty or fine and the requested release or reduction of lien. These costs are nonrefundable, without regard for the final disposition of the application.
- (d) *Application review.* Upon receipt of the application and payment provided above, the code enforcement division shall confirm that the violation which resulted in the order imposing penalty or fine, has been corrected. If the violation has been corrected and there is no current code violation(s) upon the property in question, the code enforcement division shall place the application and a staff recommendation upon the agenda of the next available meeting of the special magistrate for the City of Cocoa Beach for a hearing.

(e) At the hearing before the special magistrate, the special magistrate shall review and consider the application for reduction or release of lien, provide the violator with an opportunity to address the special magistrate regarding the application for reduction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Upon review of the application and any testimony presented by the applicant, city staff or other interested party, the special magistrate shall, based on findings of fact and law as to the factors set forth hereinbelow, either approve, approve with conditions or modifications, or deny the application for reduction or release of lien.

The special magistrate will consider the following factors in determining the ruling by the special magistrate:

- (1) The amount of any administrative and out-of-pocket costs incurred by the city which are associated with the underlying code enforcement case and lien and those associated with the process of lien reduction, including, but not limited to, code enforcement staff, special magistrate, and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the code board or city to address issues relating to the violation;
- (2) The gravity and number of the violation(s);
- (3) The amount of the requested reduction;
- (4) The time in which it took to bring the property into compliance;
- (5) Whether the applicant was responsible for the violation which caused the lien;
- (6) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;
- (7) Whether the applicant acquired the subject property with knowledge of the subject lien or should have had knowledge of the lien through reasonable due diligence and whether there was a price reduction or credit on the closing statement for the purchase of the subject property related to the violation or the lien;
- (8) The accrued amount of the code enforcement fine or lien as compared to the current market value of the property;
- (9) With respect to a speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment/profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;
- (10) Any previous or subsequent violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

- (11) Any previous or subsequent violations of the applicant pertaining to the other properties owned within city, unless an order finding a violation is under appeal at the time of determination;
- (12) Any relevant information contained in any title policy required to be submitted to the city under this section;
- (13) Any financial hardship;
- (14) Any other mitigating or aggravating circumstance which may warrant the denial of the application or the reduction or satisfaction of the lien, penalty or fine; and
- (15) No reduction or release of lien shall be granted if there are then current code violations relating to the subject property.
- (f) To the maximum extent feasible, the special magistrate shall collect, at a minimum, all administrative and out-of-pocket costs incurred by the city as specified in subsection (e)(1). If the special magistrate approves the application to reduce or release the lien and the approval is conditioned upon the applicant paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded in the public records of Brevard County, Florida by the city manager until the condition(s) imposed by the special magistrate have been satisfied.
- (g) *Compliance and right of appeal.* The applicant shall have 30 days in which to comply with the conditions imposed by the special magistrate unless otherwise approved by the special magistrate in a written order.
 - (1) If the application is denied, or if the application is automatically denied due to the failure of the applicant to comply with the conditions imposed by the special magistrate, the applicant shall thereafter be barred from applying for a subsequent reduction or release of lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.
 - (2) Any decision made by the special magistrate pursuant to this section shall be deemed final agency action and not subject to any further administrative review by the city. The applicant shall have 30 days, or such time period determined by the special magistrate in a written order, in which to comply with any decision of or condition imposed by the special magistrate or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one (1) year from the date of the special magistrates decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.
 - (3) When a lien is satisfied as a result of reduced payment or release as ordered by the special magistrate, the city manager is hereby authorized to execute and record in the public records of Brevard County, Florida, a satisfaction of lien on behalf of the city.

- (h) Partial release of liens; liens recorded in error. Under appropriate circumstances determined by the special magistrate to be in the best interests of the city, the special magistrate may approve an application conditioned upon a partial release of lien that releases a city lien from a specific piece of property. However, the lien will remain in effect and will encumber any other properties which are subject to the lien pursuant to law. Partial releases of lien may also be authorized by the special magistrate to account for any funds paid to the city to reduce the amount owed on the lien. In addition, nothing herein shall prohibit the city manager from releasing a lien, in whole or part, that was recorded in error by the city. An application shall not be required to release a lien recorded in error.
- (i) The provisions of this division shall be deemed supplemental and in addition to the special magistrate's right, at his discretion, to collect a lien imposed by the city and to compel or bring properties into compliance with the City Code by any other lawful means deemed reasonably necessary by the special magistrate.

ORDINANCE NO. 1716

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA; AMENDING PROVISIONS RELATED TO THE SPECIAL MAGISTRATE; AMENDING SECTION 30-17 TO INCLUDE REQUIREMENTS FOR THE RELEASE/REDUCTION OF LIENS; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes; and

WHEREAS, the City Commission previously established the authority to reduce fines granted to the special magistrate; and

WHEREAS, the City Commission desires to amend fine reduction procedure by requiring a written application to the Code Enforcement Special Magistrate; 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, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AS FOLLOWS:

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 Chapter 30 adding Section 30-17 (f), as set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall constitute the full and complete text of Chapter 30, Section 30-17 as amended, including (without limitation) Section 30-17 (f). Words underlined are additions.

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

ORDINANCE NO.

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

ATTEST:

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Fire /
Justin Grimes, Fire Chief

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1722 on second reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO add a reference to notice of violation (NOV) as a method of enforcement and to UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.

Staff Representative: Justin Grimes, Fire Chief

Recommendation: Adopt on Second Reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

The proposed amendments are necessary to strengthen the City's ability to enforce compliance with fire prevention requirements, including the payment of required fire inspection fees. Currently, Chapter 9 does not expressly authorize the use of a Notice of Violation (NOV) as an enforcement mechanism, limiting the City's ability to utilize the code enforcement process when fire inspection fees remain unpaid.

The ordinance amends Section 9-6, "Penalties," to include a Notice of Violation as a method of enforcement and updates references to the City's code enforcement provisions. By incorporating NOVs into Chapter 9, the City will be able to refer unpaid fire inspection fees and other fire prevention violations through the established code enforcement process outlined in Chapter 31 of the City Code. This provides a clear administrative pathway to address noncompliance, encourage timely payment of fees, and improve collection efforts while ensuring due process for property owners and businesses.

If approved, the ordinance will also amend Section 9-14 to align fire prevention violations and associated civil penalties with the City's code enforcement framework. The amendments will be administered by the Fire Department and Code Compliance staff and will apply citywide. Upon the ordinance becoming effective, staff will be authorized to utilize the Notice of Violation and code enforcement process to address

unpaid fire inspection fees and other violations of Chapter 9.

Adopt Ordinance 1722 which updates Chapter 9, "Fire Prevention," of the City Code to improve consistency with the City's code enforcement procedures and clarify available enforcement mechanisms. Specifically, the ordinance amends Section 9-6, "Penalties," to add the issuance of a Notice of Violation (NOV) as an authorized method of enforcement and updates references to the applicable code enforcement chapter. The ordinance also amends Section 9-14, "Classes of Violations and Associated Civil Penalties," to ensure alignment with the enforcement and penalty provisions established in Chapter 31 of the City Code. These amendments provide clearer enforcement authority, improve administrative consistency across City regulations, and support effective compliance with fire prevention requirements.

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 9, "FIRE PREVENTION," SECTION 9-6, "PENALTIES," TO ADD A REFERENCE TO NOTICE OF VIOLATION (NOV) AS A METHOD OF ENFORCEMENT AND TO UPDATE A CODE ENFORCEMENT CHAPTER REFERENCE; AMENDING SECTION 9-14, "CLASSES OF VIOLATIONS AND ASSOCIATED CIVIL PENALTIES IN ACCORDANCE WITH CHAPTER 31 OF THE CITY CODE," TO CORRECT THE CHAPTER REFERENCE TO CHAPTER 30 AND TO ADD A CLASS III VIOLATION FOR FAILURE TO COMPLY WITH WRITTEN NOTICES, ORDERS, OR DIRECTIVES ISSUED BY THE FIRE OFFICIAL, INCLUDING NONPAYMENT OF LAWFULLY IMPOSED FIRE INSPECTION FEES AFTER NOTICE AND OPPORTUNITY TO CURE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach is authorized to adopt ordinances to protect the public health, safety, and welfare and to enforce its Code of Ordinances as provided by law; and

WHEREAS, Chapter 9 of the City Code, entitled "Fire Prevention," implements the City's fire prevention and life safety regulatory program; and

WHEREAS, City Code Section 9-6 identifies available enforcement methods and penalties for violations of Chapter 9; and

WHEREAS, City Code Section 9-14 identifies classes of fire prevention violations and associated civil penalties; and

WHEREAS, former Chapter 31 references in Chapter 9 should be updated to Chapter 30, "Code Enforcement, Special Magistrate/Code Enforcement Board, Civil Citations," to conform the Code to the City's current code enforcement chapter; and

WHEREAS, the City Commission desires to provide Notices of Violations (NOV) can be used as a method of enforcement and that failure to comply with a written notice, order, or directive issued by the fire official, including a notice requiring payment of a lawfully imposed fire inspection fee within 30 days after issuance of an invoice and after written notice of nonpayment and an opportunity to cure, is a Class III violation; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the City and will promote the public health, safety, and welfare.

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

SECTION 1. Recitals Adopted. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as true and correct and are incorporated herein by this reference and constitute the legislative intent of this ordinance.

SECTION 2. Amendment to City Code Section 9-6. Chapter 9, "Fire Prevention," Section 9-6, "Penalties," of the Code of Ordinances of the City of Cocoa Beach, Florida, is hereby amended to read as follows:

Sec. 9-6. Penalties.

(a) The application of penalties shall not be held to prevent the enforced removal of prohibited conditions. It shall be unlawful for any person, firm, corporation, or agent to violate or fail to comply with any provisions of these regulations and regardless of any provision of law to the contrary the violation of any provision of this Code shall be enforced as follows:

- (1) The issuance of a citation in accordance with the provisions of City Code Chapter ~~34~~ 30; or,
- (2) Enforcement by other means including, but not limited to: a summons; a notice to appear in the county or circuit court; an arrest; a notice of violation (NOV); an action before the special magistrate/code enforcement board; or a civil action for injunctive relief; or,
- (3) Punished in accordance with general penalty set forth in City Code Section 1-8.

(b) Each such person, firm, corporation, or agent shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued.

SECTION 3. Amendment to City Code Section 9-14. Chapter 9, "Fire Prevention," Section 9-14, "Classes of violations and associated civil penalties in accordance with Chapter 31 of the City Code," of the Code of Ordinances of the City of Cocoa Beach, Florida, is hereby amended to read as follows:

Sec. 9-14. Classes of violations and associated civil penalties in accordance with Chapter ~~34~~ 30 of the City Code.

Violation Classification

- (a) Means of egress locked and/or obstructed Class IV
- (b) Over occupancy load Class IV
- (c) Failure to comply with Sec. 9-5, storage of explosive, blasting agent, and flammable liquids Class IV
- (d) Dispensing or storing flammable, or combustible liquids into an unapproved container Class IV
- (e) Failure to comply with NFPA 1, 10.11.7, cooking devices Class III
- (f) Outside burning of any kind or type Class III
- (g) Failure to obtain a beach campfire permit Class III
- (h) Failure to maintain a tar kettle below 600 degrees Fahrenheit Class III
- (j) Failure of a Fire Alarm or Sprinkler contractor to properly place a system into the "test" mode Class III per occurrence
- (k) Failure to properly maintain a fire protection system Class III
- (l) Failure to properly display premises identification Class III
- (m) Unsafe Work Practice Class I
- (n) Failure to comply with a written notice, order, or directive issued by the fire official under this chapter, including a notice requiring payment of a fire inspection fee lawfully imposed as part of the City's fire prevention and life safety regulatory program within 30 days after issuance of an invoice, and after written notice of nonpayment and an opportunity to cure. Class III

SECTION 4. Codification. It is the intent of the City Commission that the provisions of Sections 2 and 3 of this Ordinance shall be codified and become and be made a part of the Code of Ordinances of the City of Cocoa Beach, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption in accordance with 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

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Approve the Review Committee's recommendation and authorize staff to negotiate a contract with Waste Management under RFP CB26-008 Residential & Commercial Solid Waste Services. Direct staff to proceed with either option 1 (separate residential & for-cost municipal) or option 2 (all-inclusive residential & no-cost municipal) cost structure.

Staff Representative: Taylor Mottolo, Project Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

The City's current solid waste agreement with Waste Management expires on December 31, 2026. Residential single-family customers receiving curbside collection service currently pay \$30.70 per month. This rate includes garbage, recycling, and yard waste collection, as well as municipal collection services, with municipal costs bundled into the residential rate at no direct cost to the City.

On March 29, 2026, the City issued RFP CB26-008 Residential & Commercial Solid Waste Services, requesting proposals under two pricing structures. Option 1 separates municipal collection costs from the residential collection rate, with the City paying for municipal services through the General Fund. Option 2 maintains the current pricing structure, with municipal collection costs included in the residential collection rate and no direct cost to the City for standard municipal services.

The Review Committee evaluated the proposals submitted by the two responsive and responsible proposers, Waste Management and Waste Pro, and conducted oral presentations as part of the evaluation process. Based on their evaluations, the Review Committee recommends authorizing staff to negotiate and execute a contract with Waste Management.

Under Waste Management Option 1 (Separate Residential & For-Cost Municipal), residential single-family customers with curbside service would pay \$28.83 per month, a reduction of \$1.87 per month from the current rate. The City would pay approximately \$5,252.24 per month from the General Fund for municipal collection services, with actual costs varying based on the level of service required. This equates to approximately \$63,000 a year.

Under Waste Management Option 2 (All-Inclusive Residential & No-Cost Municipal), residential single-family customers with curbside service would pay \$30.51 per month, a reduction of \$0.19 per month from the current rate. Municipal collection services would continue to be provided at no direct cost to the City, except for any special or additional services requested.

Both options maintain the current garbage, recycling, and yard waste collection schedules while adding weekly routed bulk waste and weekly routed bulk yard waste collection, providing an enhanced level of service and reduced monthly cost for residents.

The Review Committee unanimously recommended negotiating a contract with Waste Management. When considering the proposed pricing structures, the committee voted 3-2 in favor of Option 2 (All-Inclusive Residential & No-Cost Municipal). City Staff requests that the Commission provide guidance on which option to proceed with during negotiations.

MUNICIPAL		
Option 1 - For Cost Municipal		
Location	Containers	WASTE MANAGEMENT
Harding	2 Ea. – 96 Gallon Cans	\$ 19.71
Barlow	2 Ea. – 96 Gallon Cans	\$ 19.71
Young	2 Ea. – 96 Gallon Cans	\$ 19.71
Hendry	2 Ea. – 96 Gallon Cans	\$ 19.71
Meade	No Service	\$ -
Pulsipher	1 Ea. – 8 Yard Dumpster	\$ 4.18
Winslow	2 Ea. – 96 Gallon Cans	\$ 19.71
California	No Service	\$ -
Leon	2 Ea. – 96 Gallon Cans	\$ 19.71
Osceola	2 Ea. – 96 Gallon Cans	\$ 19.71
Gadsden	2 Ea. – 96 Gallon Cans	\$ 19.71
Marion	No Service	\$ -
Palm	2 Ea. – 96 Gallon Cans	\$ 19.71
Flagler	2 Ea. – 96 Gallon Cans	\$ 19.71
Tulip	2 Ea. – 96 Gallon Cans	\$ 19.71
4 th Street North	2 Ea. – 96 Gallon Cans	\$ 19.71
3 rd Street North	2 Ea. – 96 Gallon Cans	\$ 19.71
2 nd Street North	No Service	\$ -
1 st Street North	1 Ea. – 4 Yard Dumpster	\$ 4.18
Minutemen	1 Ea. – 8 Yard Dumpster	\$ 4.18
1 st Street South	1 Ea. – 4 Yard Dumpster	\$ 4.18
2 nd Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
3 rd Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
4 th Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
5 th Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
6 th Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
7 th Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
8 th Street South	2 Ea. – 96 Gallon Cans	\$ 19.71
9 th Street South	2 Ea. – 96 Gallon Cans	\$ 19.71

10 th Street South	2 Ea. – 96 Gallon Cans	\$	19.71
11 th Street South	2 Ea. – 96 Gallon Cans	\$	19.71
12 th Street South	2 Ea. – 96 Gallon Cans	\$	19.71
13 th Street South	2 Ea. – 96 Gallon Cans	\$	19.71
14 th Street South	2 Ea. – 96 Gallon Cans	\$	19.71
15 th Street South	2 Ea. – 96 Gallon Cans	\$	19.71
Country Club	1 Ea. – 6 Yard Cardboard	\$	4.18
	1 Ea. – 6 Yard Garbage	\$	4.18
Pool Complex	1 Ea. – 4 Yard Garbage	\$	4.18
Tennis Complex	1 Ea. – 4 Yard Garbage	\$	4.18
Golf Maintenance	1 Ea. – 4 Yard Garbage	\$	4.18
	2 Ea. – 30 Yard Rolloff	\$	750.00
Water Rec. Dept.	1 Ea. – 4 Yard Cardboard	\$	4.18
	2 Ea. – 96 Gallon Recycling	\$	19.71
	1 Ea. – 15 Yard Rolloff (Grit & Screening)	\$	750.00
Public Works	3 Ea. – 96 Gallon Recycling	\$	29.56
	2 Ea. – 15 Yard Rolloff (Garbage)	\$	750.00
	1 Ea. – 15 Yard Rolloff (Scrap Metal)	\$	750.00
	1 Ea. – 15 Yard Rolloff (Street Sweeping)	\$	750.00
	1 Ea. – 30 Yard Rolloff (Yard Waste)	\$	750.00
Team Sports Complex	1 Ea. – 4 Yard Garbage	\$	4.18
	1 Ea. – 4 Yard Recycling	\$	4.18
Recreation Center	1 Ea. – 96 Gallon Garbage	\$	19.71
Fire Station #1	1 Ea. – 4 Yard Garbage	\$	4.18
Fire Station #2	1 Ea. – 4 Yard Garbage	\$	4.18
	2 Ea. – 96 Gallon Recycling	\$	19.71
Ramp Road Park	1 Ea. – 4 Yard Garbage	\$	4.18
Fischer Park	2 Ea. – 3 Yard Garbage	\$	4.18
	1 Ea. – 6 Yard Garbage	\$	4.18
Shepard Park	7 Ea. – 8 Yard Garbage	\$	4.18
Relief Bridge	1 Ea. – 4 Yard Garbage	\$	4.18
Bicentennial Park	1 Ea. – 6 Yard Garbage	\$	4.18
City Hall	1 Ea. – 4 Yard Garbage	\$	4.18

Police Station	4 Ea. – 96 Gallon Cans	\$	39.42
	2 Ea. – 4 Yard Recycling	\$	4.18
		\$	5,252.24

Sludge Removal			
Rate per Load		\$	2,100.00
Capacity per Load			12 CY
Rate per Container Delivery		\$	300.00
Rate per container haul		\$	300.00
		\$	2,700.00

Optional Services			
Service	Unit	Proposed Cost	
Additional Roll-off Pulls	EA	\$	750.00
Additional Bulk Waste Pickup	CY	\$	225.00
Additional Yard Waste Pickup	CY	\$	225.00
Special Event Waste Services	EA	\$	5,000.00
Emergency Storm Debris Response	HR	\$	285.00
		\$	6,485.00

Billing			
Fee per account, per month:		\$	1.63

OPTION 1 - SEPARATE RESIDENTIAL & FOR COST MUN					
Service Description		Estimated Units		Monthly Service Rate	
Single Family					
Curbside		2,600		\$ 18.03	
Back-Door		100		\$ 26.99	
Bulk Yard Waste				\$ 5.40	
Bulk Garbage				\$ 5.40	
Multi Family Mechanical					
Garbage – CY		8,900		\$ 4.18	
Recycling		5,900		\$ 3.10	
Yard Waste		5,900		\$ 0.81	

Bulk Yard Waste		\$	1.06
Bulk Garbage		\$	1.06
Multi Family Cart			
Curbside	800	\$	18.03
Back-Door	100	\$	26.99
Bulk Yard Waste		\$	5.40
Bulk Garbage		\$	5.40
			\$ 121.85

OPTION 2 - ALL INCLUSIVE RESIDENTIAL & NO COST MU					
Service Description		Estimated Units		Monthly Service Rate	
Single Family					
Curbside		2,600		\$ 19.71	
Back-Door		100		\$ 28.67	
Bulk Yard Waste				\$ 5.40	
Bulk Garbage				\$ 5.40	
Multi Family Mechanical					
Garbage – CY		8,900		\$ 4.18	
Recycling		5,900		\$ 3.10	
Yard Waste		5,900		\$ 0.81	
Bulk Yard Waste				\$ 1.06	
Bulk Garbage				\$ 1.06	
Multi Family Cart					
Curbside		800		\$ 19.71	
Back-Door		100		\$ 28.67	
Bulk Yard Waste				\$ 5.40	
Bulk Garbage				\$ 5.40	
				\$ 128.57	

COMMERCIAL & INDUSTRIAL		
Service	Estimated CY	Monthly Service Rate
Mechanical	13,900	\$ 6.03

Roll-off	3,800	\$	6.03
Carts	600	\$	75.00
		\$	87.06

COMMUNITY TRASH EVENT		
Service	UNIT	Monthly Service Rate
30 CY Roll-Off Container (Includes mobilization, delivery, pickup, and coordination)	EA	\$ 750.00
Haul (Includes container removal, disposal, and return)	EA	\$ 750.00
		\$ 1,500.00

Waste Management - Direct Billing Charges

Commercial Service (businesses):

CONTAINER MAINTENANCE CHARGE										Extra PU
	1	2	3	4	5	6				
2	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00				\$ 35.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
3	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00				\$ 50.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
4	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00				\$ 70.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
6	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00				\$ 100.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
8	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00				\$ 140.00

Ancillary Services		
Delivery	\$ -	n/a
Removal	\$ -	n/a
Rollout	\$ 35.00	Per Day - Per Container
Wheels/Casters	\$ 25.00	Per Month - Per Container
Locks	\$ 25.00	Per Month - Per Container

***Overage charges will be billed at the XPU rate**

Residential & Multifamily Carts:

1. Residents wishing to exchange their 96-gal garbage cart for a 64-gal garbage cart will incur a \$35.00 delivery charge.
2. Residents requesting to exchange their 64 gal recycle cart for 96-gal recycle cart will incur a \$35.00 per cart charge.
3. Residents requesting to purchase an additional cart will incur a \$75 one-time charge.

WASTE PRO REL		WASTE PRO ASL	
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	-	\$	-
\$	387.28	\$	387.28
\$	98.55	\$	98.55
\$	-	\$	-
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	-	\$	-
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	-	\$	-
\$	96.82	\$	96.82
\$	580.91	\$	580.91
\$	96.82	\$	96.82
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
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\$	98.55	\$	98.55
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\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	98.55	\$	98.55
\$	36.31	\$	36.31
\$	290.46	\$	290.46
\$	96.82	\$	96.82
\$	96.82	\$	96.82
\$	24.20	\$	24.20
\$	419.00	\$	419.00
\$	24.20	\$	24.20
\$	98.55	\$	98.55
\$	419.00	\$	419.00
\$	147.83	\$	147.83
\$	419.00	\$	419.00
\$	419.00	\$	419.00
\$	419.00	\$	419.00
\$	419.00	\$	419.00
\$	96.82	\$	96.82
\$	24.20	\$	24.20
\$	49.28	\$	49.28
\$	96.82	\$	96.82
\$	96.82	\$	96.82
\$	98.55	\$	98.55
\$	96.82	\$	96.82
\$	290.46	\$	290.46
\$	290.46	\$	290.46
\$	4,066.39	\$	4,066.39
\$	96.82	\$	96.82
\$	145.23	\$	145.23
\$	193.64	\$	193.64

\$	197.10	\$	197.10
\$	193.64	\$	193.64
\$	13,184.92	\$	13,184.92

\$	385.00	\$	385.00
15 CY		15 CY	
\$	150.00	\$	150.00
\$	385.00	\$	385.00
\$	920.00	\$	920.00

Proposed Costs		Proposed Cost	
\$	419.00	\$	419.00
\$8.95 (10 CY MINIMUM)		\$8.95 (10 CY MINIMUM)	
\$8.95 (10 CY MINIMUM)		\$8.95 (10 CY MINIMUM)	
NEED MORE DETAILS		NEED MORE DETAILS	
\$	300.00	\$	300.00
\$	719.00	\$	719.00

SERVICE NOT OFFERED	SERVICE NOT OFFERED
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MUNICIPAL			
Monthly Service Rate		Monthly Service Rate	
\$	28.25	\$	34.30
\$	36.73	\$	44.59
INCLUDED IN RATES ABOVE		INCLUDED IN RATES ABOVE	
INCLUDED IN RATES ABOVE		INCLUDED IN RATES ABOVE	
\$	5.59	\$	5.59
\$	3.95	\$	3.95
\$	2.20	\$	2.20

INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
\$ 28.25	\$ 34.30
\$ 36.73	\$ 44.59
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
\$ 141.70	\$ 169.52

MUNICIPAL	
Monthly Service Rate	Monthly Service Rate
\$ 29.95	\$ 35.95
\$ 38.94	\$ 46.74
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
\$ 6.60	\$ 6.60
\$ 3.95	\$ 3.95
\$ 2.20	\$ 2.20
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
\$ 29.95	\$ 35.95
\$ 38.94	\$ 46.74
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
INCLUDED IN RATES ABOVE	INCLUDED IN RATES ABOVE
\$ 150.53	\$ 178.13

Monthly Service Rate	Monthly Service Rate
\$ 6.60	\$ 6.60

\$	4.51	\$	4.51
\$	25.93	\$	25.93
\$	37.04	\$	37.04

Monthly Service Rate		Monthly Service Rate	
\$	175.00	\$	175.00
\$	419.00	\$	419.00
\$	594.00	\$	594.00

Waste Pro - Direct Billing Charges

Additional Carts - \$2.75 per month

Special Bulk Waste Collection - \$8.95 per CY (minimum 10 CY)

		Waste Management					Waste Pro				
Description	Maximum Points	Baker	Dickey	Hanson	Hutcherson	Tarver	Baker	Dickey	Hanson	Hutcherson	Tarver
Firm Profile	10	9	8	10	10	10	9	7	10	10	10
Technical Approach	25	22	22	23	20	25	24	20	25	25	20
Project Team	10	9	8	10	10	10	9	7	10	10	5
Firm History	25	24	23	24	25	25	24	22	22	20	25
Proposed Rates	25	25	23	23	25	25	24	20	21	20	0
Exhibits	5	5	4	5	5	5	5	4	4	5	2
Totals:		94	88	95	95	100	95	80	92	90	62
Average:		94.4					83.8				

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Approve the Review Committee's recommendation to negotiate contracts with 6 out of the 10 companies who submitted qualifications for CB26-001 to provide sanitary sewer manhole, mainline and lateral rehabilitation services as part of the City's Inflow and Infiltration abatement program SRF Loan WW050640. The aforementioned 6 companies include: Insituform Technologies, LLC; Gulf Coast Underground, LLC; Inliner Solutions, LLC; SAK Construction, LLC; BLD Services, LLC; and Rowland (DE), LLC. Costs will only be incurred for services rendered.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

100% Grant Funded

BACKGROUND:

The evaluation committee has recommended the following 6 companies to aid in the rehabilitation of sewer manholes, mainlines and laterals throughout the City:

1. Insituform Technologies, LLC
2. Gulf Coast Underground, LLC
3. Inliner Solutions, LLC
4. SAK Construction, LLC
5. BLD Services, LLC
6. Rowland (DE), LLC

The scope of this Program is to support the City of Cocoa Beach in identifying, evaluating, and rehabilitating components of the sanitary sewer collection system that contribute to inflow and infiltration. Work will be assigned through individual Task Orders and may include manhole rehabilitation, trenchless lining of sewer mains, and the inspection and lining of sewer laterals within designated service areas.

The City of Cocoa Beach will finance this project with funds from the Florida Department of Environmental Protection's (FDEP) State Revolving Fund (SRF) Special Appropriation for Hurricanes Fiona and Ian (SAHFI). The Contractors will be responsible for completing rehabilitation activities as directed, including coordinating access, preparing work areas, performing cleaning/hauling/disposal

and inspection, installing rehabilitation materials, and restoring any disturbed surfaces. Work must be performed in a manner that minimizes impacts on residents, traffic, and surrounding utilities.

Because this is an on-call contract, specific project locations, quantities, and methods will vary by Task Order. Each Task Order will identify the areas to be addressed, the anticipated scope, and any unique site conditions or requirements. All work shall be completed using industry-standard practices and in accordance with applicable codes, safety requirements, and City procedures.

1. Mobilization & Demobilization

- Mobilization and demobilization will occur for each Task Order issued under this Contract.
- Mobilization includes transporting personnel, equipment, tools, materials, and supplies to the designated work area; setting up staging locations, traffic control, and necessary access routes; and coordinating with the City on site conditions and scheduling.
- Demobilization includes removing personnel, equipment, temporary facilities, and staging materials; cleaning the work area; and restoring locations disturbed solely due to staging or access.
- Mobilization and demobilization will be paid per Task Order in accordance with the applicable unit price schedule.
- The Contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Ten percent (10%) for the cost of mobilization and demobilization will be withheld until acceptance and final payment.

2. General Requirements

- The Contractor shall maintain required traffic control, coordinate with residents and businesses to maintain reasonable access, protect existing utilities and structures, restore disturbed surfaces, properly haul and dispose of debris and waste materials, and follow all applicable safety requirements, including confined space entry procedures. Contractor to be responsible for necessary water supply required for cleaning activities. City to provide hydrant meters to be paid for by Contractor.

3. Manhole Rehabilitation

- Manhole rehabilitation includes restoring existing sanitary sewer manholes through cleaning, repairs, preparation, and the installation of a lining or coating system. Work may include removing debris or roots; repairing benches, flow channels, and pipe penetrations; addressing active leaks; and correcting localized deterioration that would interfere with rehabilitation or lining.
- Following preparation and any necessary repairs, the Contractor will install a rehabilitation lining or coating system as directed by the City. Lining may include applying cementitious or protective

materials, reshaping surfaces to acceptable profiles, and completing all steps required to return the manhole to service. Structural modifications may be required where conditions warrant, including adjustments to frames, covers, or internal features.

4. Mainline Sewer Inspection and Rehabilitation

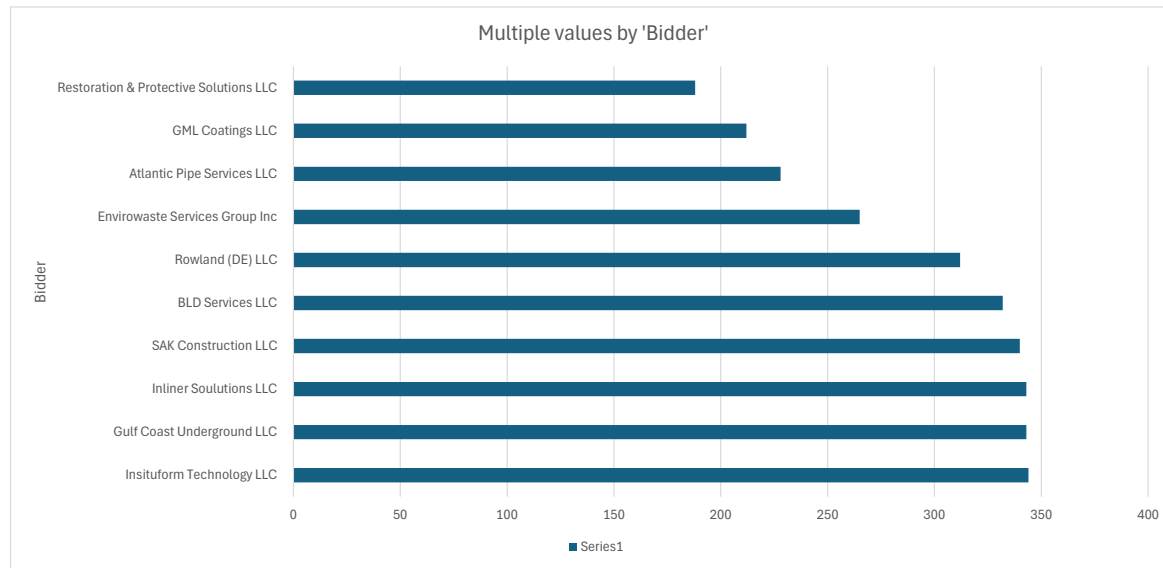
- Mainline sewer rehabilitation generally consists of trenchless lining of existing gravity sewer mains. Work may include cleaning pipelines, conducting pre-installation CCTV inspection, providing bypass pumping or flow control if necessary, installing and curing a liner suited to existing pipe conditions, reinstating active service laterals, and conducting post-installation CCTV inspection for verification.
- Additional work may be directed by the City, including localized point repairs, excavation and replacement of severely deteriorated pipe, or adjustments at manhole connections.

5. Sewer Lateral Inspection and Lining

- Lateral inspection work includes locating and inspecting service laterals from the mainline to the cleanout or property boundary and documenting defects or infiltration sources. Based on inspection results, the City may direct the Contractor to line selected laterals.
- Lining work may include cleaning and preparation of the lateral, installing a trenchless liner from the mainline connection to the designated endpoint, and performing post-installation CCTV verification. Work shall be completed in a manner that minimizes disturbance to surrounding property.

ITEM	DESCRIPTION	TOTAL QTY.	UNIT	Insituform Technology LLC	Gulf Coast Underground LLC	Inliner Solutions LLC	SAK Construction LLC	BLD Services LLC	Rowland (DE) LLC	Envirowaste Services Group Inc	Atlantic Pipe Services LLC	GML Coatings LLC	Restoration & Protective Solutions LLC										
A	GENERAL																						
1	Mobilization & Demobilization (per Task Order)	1	LS (%)	\$	12,000.00	\$	-	\$	10,000.00	\$	51,300.00	\$	7,500.00	-	6%	3%	5%	10%					
2	Pre-Construction Video	1	LS	\$	12,500.00	\$	-	\$	40,650.00	\$	13,890.00	\$	5,000.00	\$	0.01	\$	1,500.00	\$	300.00	\$	500.00		
3	Emergency Mobilization and Demobilization	1	LS	\$	6,500.00	\$	-	\$	14,500.00	\$	20,000.00	\$	2,500.00	\$	-	\$	1,500.00	\$	2,500.00	\$	3,000.00		
4	As-Builts	1	LS	\$	5,650.98	\$	-	\$	47,425.00	\$	55,555.00	\$	3,500.00	\$	0.01	\$	500.00	\$	-	\$	500.00		
5	Permit Fees and Allowances	1	LS	\$	2,825.48	\$	-	\$	40,650.00	\$	-	At Cost	\$	-	\$	0.01	\$	1,000.00	\$	1,500.00	\$	2,000.00	
B	MANHOLE REHABILITATION																						
6	Remove Steps	279	EA	\$	-	\$	200.00	\$	707.00	\$	83.00	\$	15.00	\$	20.00	\$	150.00	\$	150.00	\$	100.00	\$	10.00
7	Stop Active Infiltration - Manholes	252	EA	\$	-	\$	500.00	\$	1,636.00	\$	390.00	\$	750.00	\$	1,200.00	\$	825.00	\$	500.00	\$	3,500.00	\$	1,460.00
8	Seal Manhole Frame to Cone Connection	108	EA	\$	-	\$	806.00	\$	-	\$	390.00	\$	450.00	\$	485.00	\$	350.00	\$	1,200.00	\$	100.00	\$	325.00
9	Manhole Sandblasting	3	EA	\$	-	\$	2,000.00	\$	-	\$	1,110.00	\$	1,155.00	\$	825.00	\$	1,200.00	\$	2,000.00	\$	1,000.00	\$	900.00
10	Manhole Rehabilitation	421	EA	\$	-	\$	565.00	\$	-	\$	445.00	\$	1,580.00	\$	1,900.00	\$	625.00	\$	250.00	\$	2,000.00	\$	1,990.00
11	Manhole Bench/Flow Channel/Pipe Seal Rehabilitation	127	EA	\$	-	\$	565.00	\$	1,286.00	\$	945.00	\$	550.00	\$	1,800.00	\$	650.00	\$	500.00	\$	600.00	\$	1,650.00
12	Manhole Lining Coating	3,565	VF	\$	-	\$	264.05	\$	709.00	\$	339.00	\$	490.00	\$	450.00	\$	295.00	\$	340.00	\$	472.79	\$	796.00
13	Reset/Adjust Manhole Frame and Cover	56	EA	\$	-	\$	2,000.00	\$	-	\$	945.00	\$	1,200.00	\$	1,600.00	\$	600.00	\$	1,000.00	\$	650.00	\$	990.00
14	Manhole Root Removal	16	EA	\$	-	\$	500.00	\$	862.00	\$	275.00	\$	1,250.00	\$	500.00	\$	150.00	\$	250.00	\$	100.00	\$	750.00
15	Stainless Steel Manhole Inflow Abatement Inserts	1,221	EA	\$	-	\$	428.60	\$	411.00	\$	355.00	\$	220.00	\$	250.00	\$	125.00	\$	275.00	\$	500.00	\$	435.00
16	Manhole Debris Removal	97	EA	\$	-	\$	656.00	\$	984.00	\$	335.00	\$	50.00	\$	325.00	\$	50.00	\$	100.00	\$	150.00	\$	500.00
17	Manhole Structural Repair	26	EA	\$	-	\$	3,500.00	\$	-	\$	2,500.00	\$	5,000.00	\$	15,000.00	\$	1,000.00	\$	1,000.00	\$	-	\$	4,390.00
18	Replace Manhole Frame and Cover	358	EA	\$	-	\$	2,500.00	\$	-	\$	1,944.00	\$	1,850.00	\$	2,200.00	\$	1,200.00	\$	1,500.00	\$	1,500.00	\$	1,365.00
19	Manhole Cleaning/Jet-Vac	3,565	VF	\$	-	\$	50.00	\$	52.00	\$	11.00	\$	75.00	\$	25.00	\$	1.00	\$	250.00	\$	-	\$	50.00
20	Install Inside Drop	65	EA	\$	-	\$	2,500.00	\$	-	\$	3,055.00	\$	2,700.00	\$	3,500.00	\$	200.00	\$	2,250.00	\$	-	\$	595.00
21	Manhole Replacement	Incidental	EA	\$	-	\$	-	\$	-	\$	-	\$	45,000.00	\$	-	\$	15,000.00	\$	-	\$	-	\$	45,000.00
C	MAINLINE SEWER REHABILITATION																						
22.1	Sewer Pipe Lining/Coating (6" Diameter)	109	LF	\$	65.00	\$	67.15	\$	-	\$	693.00	\$	-	\$	70.00	\$	-	\$	109.07	\$	-	\$	-
22.2	Sewer Pipe Lining/Coating (8" Diameter)	51,793	LF	\$	42.00	\$	42.50	\$	50.00	\$	108.00	\$	-	\$	44.00	\$	-	\$	48.25	\$	-	\$	-
22.3	Sewer Pipe Lining/Coating (10" Diameter)	8,751	LF	\$	45.00	\$	48.70	\$	60.00	\$	117.00	\$	-	\$	51.00	\$	-	\$	56.51	\$	-	\$	-
22.4	Sewer Pipe Lining/Coating (12" Diameter)	3,850	LF	\$	55.00	\$	60.15	\$	65.00	\$	109.00	\$	-	\$	66.00	\$	-	\$	66.01	\$	-	\$	-
22.5	Sewer Pipe Lining/Coating (15" Diameter)	2,174	LF	\$	75.00	\$	77.70	\$	74.00	\$	110.00	\$	-	\$	91.00	\$	-	\$	82.62	\$	-	\$	-
22.6	Sewer Pipe Lining/Coating (18" Diameter)	863	LF	\$	100.00	\$	114.10	\$	107.00	\$	152.00	\$	-	\$	141.00	\$	-	\$	108.05	\$	-	\$	-
23	Sanitary Sewer Connection to Manholes	Incidental	EA	\$	2,250.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
24.1	CCTV Pipe Inspection	67,540	LF	\$	0.75	\$	2.00	\$	3.00	\$	1.00	\$	-	\$	2.00	\$	1.00	\$	1.80	\$	-	\$	-
24.2	CCTV Pipe Inspection (Laterals)	5,000	EA	\$	211.00	\$	150.00	\$	-	\$	365.00	\$	325.00	\$	200.00	\$	50.00	\$	130.00	\$	-	\$	-
25.1	Sewer Line Cleaning (Light Cleaning)	67,540	LF	\$	3.00	\$	2.00	\$	5.00	\$	3.00	\$	-	\$	2.00	\$	2.50	\$	1.80	\$	-	\$	-
25.2	Sewer Line Cleaning (Laterals)	5,000	EA	\$	158.00	\$	188.30	\$	-	\$	225.00	\$	1.00	\$	200.00	\$	50.00	\$	130.00	\$	-	\$	-
26	Sewer Line Cleaning (Heavy Cleaning)	Incidental	LF	\$	12.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3.50	\$	-	\$	-	\$	-
27	Gravity Sewer Pipe Replacement	Incidental	LF	\$	350.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	950.00	\$	-	\$	-	\$	-
28	Gravity Sewer Pipe Point Repair	Incidental	LF	\$	950.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	650.00	\$	-	\$	-	\$	-
29.1	Sewer Pipe Bypass Pumping (6" Diameter)	109	LF	\$	1.00	\$	1.00	\$	-	\$	1.00	\$	0.10	\$	1.00	\$	5.00	\$	2.00	\$	-	\$	-
29.2	Sewer Pipe Bypass Pumping (8" Diameter)	51793	LF	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	0.10	\$	1.00	\$	8.00	\$	2.25	\$	-	\$	-
29.3	Sewer Pipe Bypass Pumping (10" Diameter)	8751	LF	\$	1.00	\$	1.00	\$	1.00	\$	2.00	\$	3.00	\$	1.00	\$	8.00	\$	2.50	\$	-	\$	-
29.4	Sewer Pipe Bypass Pumping (12" Diameter)	3850	LF	\$	2.50	\$	1.00	\$	1.00	\$	2.00	\$	5.00	\$	1.00	\$	10.00	\$	2.98	\$	-	\$	-
29.5	Sewer Pipe Bypass Pumping (15" Diameter)	2174	LF	\$	6.00	\$	12.50	\$	2.00	\$	3.00	\$	10.00	\$	1.00	\$	10.00	\$	5.73	\$	-	\$	-
29.6	Sewer Pipe Bypass Pumping (18" Diameter)	863	LF	\$	6.00	\$	20.00	\$	4.00	\$	11.00	\$	15.00	\$	1.00	\$	12.00	\$	9.63	\$	-	\$	-
D	SEWER LATERAL INSPECTION AND LINING																						
30.1	Lateral Lining (Up to 5 LF)	1,544	EA	\$	-	\$	3,389.25	\$	-	\$	3,415.00	\$	4,260.00	\$	1,400.00	\$	-	\$	4,620.00	\$	-	\$	-
30.2	Lateral Lining (>5 LF)	54,000	LF	\$	-	\$	54.75	\$	-	\$	16.00	\$	5.00	\$	70.00	\$	-	\$	79.20	\$	-	\$	-
31	Replace Broken Cleanout	400	EA	\$	-	\$	707.15	\$	-	\$	2,725.00	\$	325.00	\$	1,000.00	\$	50.00	\$	275.00	\$	-	\$	-
32	Install New Cleanout	100	EA	\$	-	\$	3,285.75	\$	-	\$	4,225.00	\$	2,950.00	\$	1,500.00	\$	450.00	\$	2,145.00	\$	-	\$	-
33	Pre-Lining Infiltration Control	1000	EA	\$	-	\$	500.00	\$	-	\$	610.00	\$	-	\$	500.00	\$	-	\$	750.00	\$	-	\$	-
E	GENERAL RESTORATION																						
34	Concrete Sidewalk (4" Thick Reinforced)	Incidental	SY	\$	185.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
35	Concrete Driveway (6" Thick Reinforced)	Incidental	SY	\$	285.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
36	Paver Replacement	Incidental	SY	\$	425.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
37	Remove and Replace Curb	Incidental	LF	\$	125.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
38	Roadway Restoration	Incidental	SY	\$	265.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
39	Sodding, In-Kind	Incidental	SY	\$	24.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
40	Landscaping Restoration	Incidental	LS	\$	12,500.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

		Committee Rankings				Total Overall Score	Notes
Bidder		Espinosa	Blais	Samples	Meuleman		
1	Insituform Technology LLC	86	89	71	98	344	Mainline
2	Gulf Coast Underground LLC	87	81	88	87	343	All Services
3	Inliner Soututions LLC	85	78	84	96	343	Mainline
4	SAK Construction LLC	82	93	74	91	340	All Services
5	BLD Services LLC	87	93	66	86	332	Laterals & Manholes
6	Rowland (DE) LLC	68	87	76	81	312	All Services
7	Envirowaste Services Group Inc	72	68	45	80	265	
8	Atlantic Pipe Services LLC	46	70	44	68	228	
9	GML Coatings LLC	50	66	39	57	212	
10	Restoration & Protective Solutions LLC	60	58	15	55	188	



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Atlantic Pipe Services

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	16
3. Technical Capability	25	20
4. Relevant Project Experience	25	12
5. Pricing	15	9
6. Availability of Resources	10	8
TOTAL POINTS	100	68

EVALUATOR SIGNATURE

Morgan Meulman

DATE

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME BLD Services LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	19
3. Technical Capability	25	23
4. Relevant Project Experience	25	25
5. Pricing	15	5
6. Availability of Resources	10	9
TOTAL POINTS	100	86

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Enviro Waste Services Group

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	18
3. Technical Capability	25	22
4. Relevant Project Experience	25	19
5. Pricing	15	7
6. Availability of Resources	10	10
TOTAL POINTS	100	80

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

GML Coatings

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	2
2. Qualifications	20	15
3. Technical Capability	25	19
4. Relevant Project Experience	25	10
5. Pricing	15	6
6. Availability of Resources	10	5
TOTAL POINTS	100	57

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Gulf Coast Underground LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	19
3. Technical Capability	25	23
4. Relevant Project Experience	25	23
5. Pricing	15	8
6. Availability of Resources	10	9
TOTAL POINTS	100	87

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Inliner Solutions LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	25
4. Relevant Project Experience	25	23
5. Pricing	15	14
6. Availability of Resources	10	9
TOTAL POINTS	100	96

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Insituform Technology LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	25
4. Relevant Project Experience	25	24
5. Pricing	15	15
6. Availability of Resources	10	9
TOTAL POINTS	100	98

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Restoration & Protective Solutions LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	12
3. Technical Capability	25	15
4. Relevant Project Experience	25	10
5. Pricing	15	9
6. Availability of Resources	10	6
TOTAL POINTS	100	55

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Rowland (DE) LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	16
3. Technical Capability	25	21
4. Relevant Project Experience	25	22
5. Pricing	15	12
6. Availability of Resources	10	7
TOTAL POINTS	100	81

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Morgan Meekman

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME SAK Construction LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	20
3. Technical Capability	25	24
4. Relevant Project Experience	25	25
5. Pricing	15	11
6. Availability of Resources	10	7
TOTAL POINTS	100	91

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME SAK Construction LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	18
3. Technical Capability	25	22
4. Relevant Project Experience	25	22
5. Pricing	15	8
6. Availability of Resources	10	8
TOTAL POINTS	100	82



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Rowland (DE) LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	14
3. Technical Capability	25	16
4. Relevant Project Experience	25	19
5. Pricing	15	10
6. Availability of Resources	10	6
TOTAL POINTS	100	68


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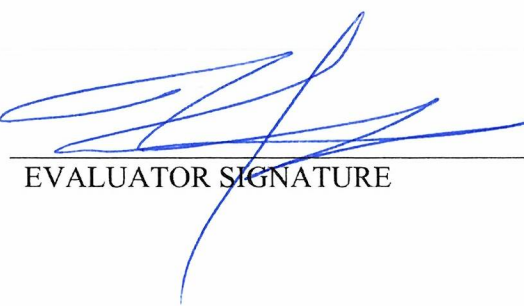
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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Restoration & Protective Solutions LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	15
3. Technical Capability	25	16
4. Relevant Project Experience	25	15
5. Pricing	15	6
6. Availability of Resources	10	5
TOTAL POINTS	100	60



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Insituform Technology LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	19
3. Technical Capability	25	23
4. Relevant Project Experience	25	24
5. Pricing	15	8
6. Availability of Resources	10	7
TOTAL POINTS	100	86


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Inliner Solutions LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	19
3. Technical Capability	25	23
4. Relevant Project Experience	25	22
5. Pricing	15	8
6. Availability of Resources	10	8
TOTAL POINTS	100	85



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Gulf Coast Underground LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	19
3. Technical Capability	25	23
4. Relevant Project Experience	25	21
5. Pricing	15	11
6. Availability of Resources	10	8
TOTAL POINTS	100	87



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

GML Coatings

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	13
3. Technical Capability	25	12
4. Relevant Project Experience	25	10
5. Pricing	15	7
6. Availability of Resources	10	5
TOTAL POINTS	100	50



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Enviro Waste Services Group

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	18
3. Technical Capability	25	15
4. Relevant Project Experience	25	16
5. Pricing	15	12
6. Availability of Resources	10	8
TOTAL POINTS	100	72



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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

BLD Services LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	18
3. Technical Capability	25	23
4. Relevant Project Experience	25	23
5. Pricing	15	10
6. Availability of Resources	10	8
TOTAL POINTS	100	87

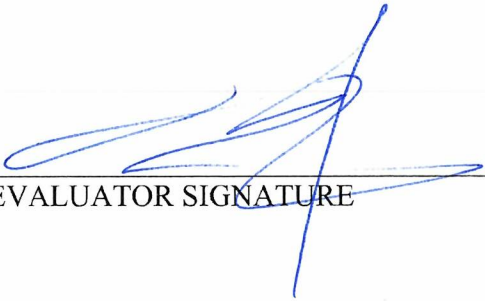

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Atlantic Pipe Services

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	2
2. Qualifications	20	12
3. Technical Capability	25	8
4. Relevant Project Experience	25	12
5. Pricing	15	8
6. Availability of Resources	10	4
TOTAL POINTS	100	46


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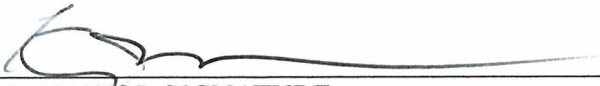
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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Atlantic Pipe Services

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	2
2. Qualifications	20	5
3. Technical Capability	25	15
4. Relevant Project Experience	25	15
5. Price	15	4
6. Availability of Resources	10	3
TOTAL POINTS	100	44


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FIRM NAME

BLD Services LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	2
2. Qualifications	20	12
3. Technical Capability	25	18
4. Relevant Project Experience	25	20
5. Price	15	8
6. Availability of Resources	10	6
TOTAL POINTS	100	66


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DATE

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Enviro Waste Services Group

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	8
3. Technical Capability	25	10
4. Relevant Project Experience	25	5
5. Price	15	15
6. Availability of Resources	10	4
TOTAL POINTS	100	45


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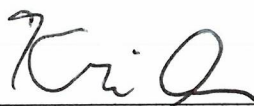
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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

GML Coatings

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	8
3. Technical Capability	25	10
4. Relevant Project Experience	25	12
5. Price	15	2
6. Availability of Resources	10	3
TOTAL POINTS	100	39


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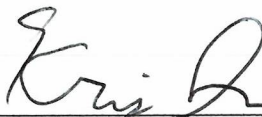
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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Gulf Coast Underground LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	25
4. Relevant Project Experience	25	23
5. Price	15	5
6. Availability of Resources	10	10
TOTAL POINTS	100	88


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Inliner Solutions LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	23
4. Relevant Project Experience	25	18
5. Price	15	8
6. Availability of Resources	10	10
TOTAL POINTS	100	84


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Insituform Technology LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	18
3. Technical Capability	25	19
4. Relevant Project Experience	25	20
5. Price	15	4
6. Availability of Resources	10	6
TOTAL POINTS	100	71


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME Restoration & Protective Solutions LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	1
2. Qualifications	20	1
3. Technical Capability	25	5
4. Relevant Project Experience	25	5
5. Price	15	2
6. Availability of Resources	10	1
TOTAL POINTS	100	15


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

Rowland (DE) LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	2
2. Qualifications	20	13
3. Technical Capability	25	20
4. Relevant Project Experience	25	20
5. Price	15	15
6. Availability of Resources	10	6
TOTAL POINTS	100	76


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME SAK Construction LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	13
3. Technical Capability	25	15
4. Relevant Project Experience	25	15
5. Price	15	16
6. Availability of Resources	10	10
TOTAL POINTS	100	74


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CATEGORY B, C & D

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

ATLANTIC PIPE SUES, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	18
3. Technical Capability	25	21
4. Relevant Project Experience	25	17
5. Pricing	15	4
6. Availability of Resources	10	6
TOTAL POINTS	100	70

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CATEGORY B, C & D

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

Rowland DE, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	18
3. Technical Capability	25	20
4. Relevant Project Experience	25	20
5. Pricing	15	15
6. Availability of Resources	10	9
TOTAL POINTS	100	87

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

SAK CONSTRUCTION, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	25
4. Relevant Project Experience	25	25
5. Pricing	15	8
6. Availability of Resources	10	10
TOTAL POINTS	100	93

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

INSITUFORM, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	25
4. Relevant Project Experience	25	25
5. Pricing	15	4
6. Availability of Resources	10	10
TOTAL POINTS	100	89


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

GULF COAST

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	18
3. Technical Capability	25	20
4. Relevant Project Experience	25	20
5. Pricing	15	15 8
6. Availability of Resources	10	10
TOTAL POINTS	100	81

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CATEGORIES B & D

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

BLD Svcs, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	20
3. Technical Capability	25	25
4. Relevant Project Experience	25	25
5. Pricing	15	8
6. Availability of Resources	10	10
TOTAL POINTS	100	93

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CATE GORNEY B & C

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

INLINER SOLUTIONS, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	16
3. Technical Capability	25	20
4. Relevant Project Experience	25	20
5. Pricing	15	8
6. Availability of Resources	10	10
TOTAL POINTS	100	78


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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

RESTORATION

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	4
2. Qualifications	20	17
3. Technical Capability	25	18
4. Relevant Project Experience	25	20
5. Pricing	15	10
6. Availability of Resources	10	7
TOTAL POINTS	100	58


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CATEGORY B & C

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INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

Enviro Waste Services

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	3
2. Qualifications	20	20
3. Technical Capability	25	22
4. Relevant Project Experience	25	20
5. Pricing	15	15
6. Availability of Resources	10	8
TOTAL POINTS	100	68

EVALUATOR SIGNATURE

DATE

6/29/26

CB 26 - 001

INFLOW AND INFILTRATION ABATEMENT PROGRAM

FIRM NAME

GML COASTING, LLC

SELECTION CRITERIA	MAXIMUM POINTS	ASSIGNED POINTS
1. Firm Profile	5	5
2. Qualifications	20	15
3. Technical Capability	25	18
4. Relevant Project Experience	25	18
5. Pricing	15	2
6. Availability of Resources	10	8
TOTAL POINTS	100	66

EVALUATOR SIGNATURE

DATE



6/29/20

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Adopt Resolution 2026-12: A resolution of the City Commission of the City of Cocoa Beach, Florida, relating to the Florida Department of Environmental Protection (DEP) Clean Water State Revolving Fund (CWSRF), adoption of the City of Cocoa Beach Water Reclamation Facility Plan Update, effective this 16th day of July, 2026. These projects are a fiscal year 2027 budget request.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Expenses and Revenues shown in FY27 proposed budget

BACKGROUND:

Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities and Florida Administrative Code requires the formal authorization by the City Commission to formally adopt a facility plan outlining necessary wastewater system improvements to comply with State of Florida funding requirements. Formal adoption of the proposed Facility Plan is required for the City of Cocoa Beach to participate in the Clean Water State Revolving Fund Program.

The Cocoa Beach Water Reclamation Facility Plan Update details recommended improvements for multiple facets of the City's Water Reclamation Facility (WRF), wastewater collection system, reclaimed water transmission and distribution system, and an inflow and infiltration abatement study and implementation program.

The City of Cocoa Beach was significantly impacted by Hurricanes Fiona, Ian and Tropical Storm Nicole. Sustained, elevated tides and flooded roadways have severely impacted the City's wastewater collection/transmission systems and wastewater treatment facility. The frequency and severity of extreme weather events have escalated the incidence of sewage overflows. This Plan includes an I&I Abatement Program to reduce inflow, eliminate sewage overflows and illicit discharges.

The recommended improvements can be separated into three projects and are summarized here:

1. WRF Upgrades

- a. WRF Clarifier Rehabilitation
- b. Grit Removal System Evaluation and/or Replacement
- c. WRF Generators Replacement

- d. Injection Well, Monitoring Wells Cleaning and Inspection/Replacement
- e. Reuse Ground Storage Tank Inspection and Repairs
- f. Reuse Transfer Pump Evaluation and/or Replacement
- g. Drum Screen Replacement
- h. WRF Valve Replacements
- i. Disc Filter Replacement

2. Inflow and Infiltration Abatement Study and Implementation

- a. Manhole Inspections, Flow Monitoring, and Smoke Testing
- b. Sanitary Sewer Lining
- c. Lateral Sewer Lining
- d. Manhole Rehabilitation

3. Collection System and Reuse Transmission Improvements

- a. Lift Station Upgrades
- b. A1A Sewer Crossover Replacement Lift Station #5 Odor Control Project
- c. Port Canaveral Sewage Force Main (FM)
- d. Patrick Air Force Base (PAFB) Sewage Force Main (FM)
- e. Reclaimed Transmission Automated and Manual Valve Replacement
- f. Reclaimed Water Distribution System Evaluation

FINAL

City of Cocoa Beach Water Reclamation Facility Plan Update

May 2024



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1. Executive Summary

The Cocoa Beach Water Reclamation Facility Plan Update details recommended improvements for multiple facets of the City's Water Reclamation Facility (WRF), wastewater collection system, reclaimed water transmission and distribution system, and an inflow and infiltration abatement study and implementation program.

The City of Cocoa Beach was significantly impacted by Hurricanes Fiona, Ian and Tropical Storm Nicole. Sustained, elevated tides and flooded roadways have severely impacted the City's wastewater collection/transmission systems and wastewater treatment facility. The frequency and severity of extreme weather events have escalated the incidence of sewage overflows. This Plan includes an I&I Abatement Program to reduce inflow, eliminate sewage overflows and illicit discharges.

The recommended improvements can be separated into three projects and are summarized here:

1. WRF Upgrades

- a. WRF Clarifier Rehabilitation
- b. Grit Removal System Evaluation and/or Replacement
- c. WRF Generators Replacement
- d. Injection Well, Monitoring Wells Cleaning and Inspection/Replacement
- e. Reuse Ground Storage Tank Inspection and Repairs
- f. Reuse Transfer Pump Evaluation and/or Replacement
- g. Drum Screen Replacement
- h. WRF Valve Replacements
- i. Disc Filter Replacement

2. Inflow and Infiltration Abatement Study and Implementation

- a. Manhole Inspections, Flow Monitoring, and Smoke Testing
- b. Sanitary Sewer Lining
- c. Lateral Sewer Lining
- d. Manhole Rehabilitation

3. Collection System and Reuse Transmission Improvements

- a. Lift Station Upgrades
- b. A1A Sewer Crossover Replacement Lift Station #5 Odor Control Project
- c. Port Canaveral Sewage Force Main (FM)
- d. Patrick Air Force Base (PAFB) Sewage Force Main (FM)
- e. Reclaimed Transmission Automated and Manual Valve Replacement
- f. Reclaimed Water Distribution System Evaluation

The total conceptual cost for the recommended improvements is approximately **\$31,638,000**. **Table 1-1** displays a summary of the recommended improvements and associated costs.

TABLE 1-1: SUMMARY OF RECOMMENDED IMPROVEMENTS AND ASSOCIATED COSTS

WRF Upgrades						
Item	Description	Qty	Unit	Unit Cost	Total Cost	Implementation
1	Clarifier Rehabilitation	1	LS	\$2,000,000	\$2,000,000	FY25-FY27
2	Grit Removal System Replacement	1	LS	\$600,000	\$600,000	FY25-FY27
3	Generator Replacement	1	LS	\$1,500,000	\$1,500,000	FY25-FY27
4	Injection Well, Monitoring Wells Cleaning and Inspection/Replacement	1	LS	\$100,000	\$100,000	FY25-FY27
5	Reuse GST Inspection and Repairs	1	LS	\$100,000	\$100,000	FY25-FY27
6	Reuse Transfer Pump Evaluation/Replacement	1	LS	\$600,000	\$600,000	FY25-FY27
7	Drum Screen Replacements	1	LS	\$750,000	\$750,000	FY25-FY27
8	WRF Valve Replacements	1	LS	\$200,000	\$200,000	FY25-FY27
9	Disc Filter Replacement	1	LS	\$1,000,000	\$1,000,000	FY25-FY27
Subtotal					\$6,850,000	
20% Contingency					\$1,370,000	
Total					\$8,220,000	
I/I Abatement Study and Implementation						
Item	Description	Qty	Unit	Unit Cost	Total Cost	Implementation
1	Manhole Inspections, Flow Monitoring, and Smoke Testing	1	LS	\$800,000	\$800,000	FY25
2	Sanitary Sewer Lining ¹	80,000	LF	\$60	\$4,800,000	FY26-FY27
3	Lateral Sewer Lining ¹	1,000	EA	\$5,000	\$5,000,000	FY26-FY27
4	Manhole Rehabilitation ¹	200	EA	\$9,600	\$1,920,000	FY25
Subtotal					\$12,520,000	
Contingency @ 10%					\$1,252,000	
CEI Services 10%					\$1,252,000	
Total					\$15,024,000	
Collection System and Reuse Transmission Improvements						
Item	Description	Qty	Unit	Unit Cost	Total Cost	Implementation
1	Lift Station Upgrades	1	LS	\$3,516,000	\$3,516,000	FY25-FY27
2	A1A Gravity Sewer Crossover	1	LS	\$900,000	\$900,000	FY25
3	Lift Station #5 Odor Control	1	LS	\$600,000	\$600,000	FY27
4	Port Canaveral Sewage Force Main	1	LS	\$293,000	\$293,000	FY25
5	PAFB and LS5 Sewage Force Main	1	LS	\$810,000	\$810,000	FY26
6	Reclaimed Transmission Valve Replacement	1	LS	\$516,000	\$516,000	FY27-FY28
7	Reclaimed Water Distribution System Evaluation	1	LS	\$360,000	\$360,000	FY27-FY28
Subtotal					\$6,995,000	
20% Contingency					\$1,399,000	
Total					\$8,394,000	
GRAND TOTAL					\$31,638,000	

2. Introduction

The City of Cocoa Beach operates a water reclamation facility which serves approximately 4,400 wastewater customers within the City, a portion of Cape Canaveral and a portion of Satellite Beach. The City also treats Port Canaveral and Patrick Space Force Base sewer. The reclaimed water service is available to all residential units within the City. The rated capacity of the water reclamation facility is 6.0 MGD. The WRF has an NPDES permit authorizing wet weather discharges to the Banana River and operates under FDEP permit #FL0021105.

21 Background

During June 1992, the City of Cocoa Beach submitted a report titled, "Effluent Reuse Feasibility Study" to the Florida Department of Environmental Protection. That report indicated that as of June 1992 the City utilized approximately 50% of plant effluent to irrigate Cocoa Beach Country Club, residential units around the golf course, and other residential units along Minutemen Causeway and Cedar Avenue. These projects were labeled Phase I and Phase II of an eventual five phase reclaimed water program.

Phase III was completed during December 1994 at a cost of \$1,020,000. Phase III included 50,000 feet of reuse transmission and distribution piping and 1,500 residential connections.

Phase IV was completed during June 1995. The construction cost was \$2,841,000. Phase IV included 12,000 linear feet of transmission piping, a 5 MG ground storage tank, and a high service pump station.

Phase V was completed during December 1996. The construction cost was \$1,898,000. Phase V consisted of 55,000 linear feet of transmission main and distribution piping and 1,250 service connections.

After Phase V was completed, reclaimed water service was available to all of the residential units within the City.

In 2000/2001 the water reclamation facility upgraded the chlorine injection at the filters and chlorine contact chambers. These upgrades also included a new sodium hypochlorite facility for de-chlorination. A new walkway was also constructed at the chlorine contact chamber.

In 2012/13 the water reclamation facility biological process was converted to an advanced wastewater treatment (AWT) process to further reduce effluent Nitrogen to <3mg/L. It is a 4-stage integrated fixed film activated sludge (IFAS) process with pre-anoxic, oxic, post-anoxic reactors, and a reaeration zone.

As part of the 2013 process conversion, a reclaimed water ASR was constructed. The well design capacity allows injection and recovery of up to 2.0 MGD. The ASR well has since been re-permitted to a wet season UIC well.

In 2014-2016 the City performed a sanitary sewer rehabilitation study (SSES). The study utilized CCTV and smoke testing results to grade and rank the sewer mains. The study also included manhole assessments. Once the study was complete, the City executed extensive sewer and manhole lining to improve inflow and infiltration in their sanitary system.

In 2019/2020 the water reclamation facility converted their traveling bridge sand filters into AquaDiamond cloth media filters. As part of the same project, the influent barscreens and sludge drum thickeners were also replaced.

22 Goals and Objectives

This document has been prepared in a manner that addresses the elements of the wastewater facilities plan review checklist. The facilities plan review checklist was developed by the Florida Department of Environmental Protection (FDEP).

The City of Cocoa Beach has provided wastewater treatment services for more than sixty years. The City has provided reclaimed water distribution services for thirty (30) years. During that period, the City has been proactive by evaluating system needs and providing improvements in a timely manner. The goal of the projects described herein is to ensure continued reliable operation of the City's services.

The City is familiar with the requirements of the Bureau of Facility Funding. They understand program requirements and will fully comply with the planning and design submittal guidelines.

This document will describe system improvements that are needed now and within the next few years. This document will show that the proposed construction is in the public interest, and it will have no negative environmental impacts. Terrestrial and aquatic communities will not be negatively affected. Endangered species will be unaffected. Archeological and historical sites will be unaffected by the proposed projects.

The City of Cocoa Beach was significantly impacted by Hurricanes Fiona, Ian and Tropical Storm Nicole. Sustained, elevated tides and flooded roadways have severely impacted the City's wastewater collection/transmission systems and wastewater treatment facility. The frequency and severity of extreme weather events have escalated the incidence of sewage overflows.

These events are attributable to excess inflow and infiltration (I&I) that occurs during sustained periods of flooding and groundwater inundation of the gravity collection system above the typical groundwater elevation. The system is submerged for extended periods during hurricanes and the collection system is overwhelmed. Descriptions of the events, photo documentation of the severity of flooding and the proposed capital program to reduce the frequency and quantity of floodwaters entering the collection system are included within Section 4.9 herein.

3. Existing Conditions

31 City of Cocoa Beach Overview

Physiography

Eastern Brevard County has three (3) major physiographic regions: (1) the Atlantic Coastal Ridge/Coastal Zone; (2) the St. Johns Valley; and (3) the Barrier Islands. The Atlantic Coastal Ridge parallels the Indian River. The Ridge ranges in east-west width from one and one-half to three miles. The Coastal Zone is the area between the Atlantic Coastal Ridge and the Indian River. The area comprising the Atlantic Coastal Ridge and the Coastal Zone is characterized by parallel, north-south elongated ridges and intervening swales. The swales contain shallow ponds, lakes and long, narrow sloughs. The area contains some of the higher elevations in the county ranging to forty feet. The Coastal Ridge forms the drainage divide between the St. Johns River and Indian River basins.

The St. Johns River Valley includes all of the area west of the Atlantic Coastal Ridge and covers approximately two thirds of the Brevard County mainland. Its most prominent feature is the St. Johns River which has its headwaters in South Brevard and flows north the full length of the County, eventually discharging into the Atlantic Ocean near Jacksonville.

The Barrier Island (Cocoa Beach, Cape Canaveral, and Merritt Island) is separated from the Brevard County mainland by the Indian River and is bordered on the east by the Atlantic Ocean. Merritt Island varies in width from less than one mile to about ten miles. The Barrier Islands range in elevation from sea level to about twenty feet.

Soils

The soil survey prepared by the United States Department of Agriculture indicates that the soils in eastern Brevard County are varied and complex and include twelve major soil associations and their associated sub-series or families.

These twelve associations are further divided into forty-three soil series and then into the soils found in the respective series. For the purposes of this Facility Plan the twelve associations are grouped into six general landscapes or categories which give an overview of the soils in the service area.

Soils of the Sand Ridges: The two soil associations in this group consist of excessively drained to moderately well drained, nearly level to strongly sloping soils that are sandy to a depth of eighty inches or more. They occur on ridges along the Indian River on the mainland, on Merritt Island, and on the Atlantic Coastal Ridge.

Soils of the Broad Grassy Flats: The one soil association on the broad grassy flats consists of poorly drained nearly level soils that are sandy to a depth of eighty inches or more. This association is on the mainland at the eastern edge of the lowlands along the St. Johns River.

Soils of the Flatwoods: The two soil associations in this group consist of poorly drained nearly level sandy soils over dark-colored, weakly cemented sandy layers that are underlain by sandy or loamy material. These associations occur on the mainland, generally between the coastal ridge and the lowlands along the St. Johns

River and on Merritt Island. They are interspersed with grassy sloughs, ponds, and swamps.

Soils of the Hammocks and Low Ridges: The two soil associations in this group consist of poorly drained and very poorly drained, nearly level soils in hammocks and along low ridges. Some of these soils have a loamy subsoil, some contain dark colored weakly cemented layers, and some are less than forty inches deep over limestone. These associations occur on low marine terraces on Merritt Island.

Soils of the St. Johns River Flood Plain: The two soil associations in this group consist of poorly and very poorly drained, nearly level soils that have a loamy subsoil. These associations are on lowlands along the St. Johns River on the mainland.

Soils of the Swamps and Marshes and Very Wet Areas: The three soil associations in this group consist of broad expanses of organic soils, freshwater swamps, tidal marshes, and tidal swamps. They occur throughout the Thousand Islands and on the flood plain along the St. Johns River.

Terrestrial and Aquatic Plant and Animal Communities

Very few coastal vegetative resources remain in the service area. The remaining mangroves, seagrass beds, and estuarine marshes located within the developed portions of the service area boundaries are stressed. Each of these vegetative communities perform important natural functions. Mangroves and estuarine marshes improve water quality, control erosion, and provide protection from storms by trapping sediments and debris, removing excess nitrogen and phosphorous nutrients, stabilizing shorelines, and buffeting winds. Seagrass beds trap and bind sediments improving water quality and stabilizing the shoreline.

Mangroves provide a habitat for many types of fish, crustaceans, and birds. Several species of the birds which frequent mangroves in Brevard County are threatened or endangered such as the Snowy Egret, the Brown Pelican, the Roseate Spoonbill, and the Least Tern.

Estuarine marshes serve as habitat for many types of birds and a nursery habitat for many fish. The seagrass beds provide food and protection for many kinds of juvenile fish.

Forested freshwater wetlands are typically forested with scrub shrub and broad-leafed deciduous species such as maple and water oak. There are very few forested fresh water wetlands left in Cocoa Beach. Those that remain are small and generally adjacent to non-forested areas. Non-forested wetland communities include marshes and seasonally flooded basins and meadows. Most of the non-forested wetlands in Cocoa Beach have been subjected to some degree of excavation or impoundment for mosquito control.

Saltwater Mangrove Swamp wetlands occur in estuarine intertidal areas and are dominated by red or black mangroves. The Thousand Islands were once entirely mangrove swamps; however, spoil was dumped on some of the islands, creating upland areas that were subsequently colonized by exotics.

Saltwater Submerged Aquatic Vegetation wetlands consist of a variety of submerged seagrasses and algae. Recent marine grass mapping has revealed significant growths of seagrass and green algae in the Cocoa Beach area. Bottom coverage in the Thousand Islands is a complicated mixture of marine seagrasses (*Halodule wrightii*, *Syringodium filiforme*, *Ruppia maritima*, *Halophila englemanni*), and attached green algae (*Caulerpa prolifera* and *Gracilaria spp.*). In general, the seagrasses dominate the vegetation in the shallow waters between the islands and

close to the island shorelines on the Lagoon side. Algae dominates the deeper areas outside of the immediate vicinity of the islands.

The proliferation of algae in the Banana River is not well understood. In shallow areas, algae grow in scattered patches with marine grasses. As depth and turbidity increase, limiting the sunlight reaching the lagoon bottom, algae become dominant. In some areas the algae has begun to replace the seagrasses even where there is sufficient sunlight for seagrass growth. While *Caulerpa prolifera*, the most prolific algae in the Banana River, grows rapidly, it is subject to inexplicable and sudden die-backs. If the algae should replace seagrasses as the most dominant vegetation in the Lagoon, and then die, the entire lagoonal system could be adversely affected. The potential effect could be to reduce water quality in the lagoon and diminish its function as a nursery for fish and shellfish.

The reduction in surface water discharge from Cocoa Beach and the phase out of the Patrick Air Force Base plants have eliminated wastewater discharge as a cause for the proliferation of algae. The site proposed for treatment plant improvements is a developed site in use by the City for more than 40 years. Construction of the proposed improvements will have no detrimental impact upon flora and fauna or threatened and endangered species. Wetlands near the plant site and the ASR site have been identified and will be protected on the Atlantic Coastal Ridge.

Climate

The climate in the Cocoa Beach service area is characterized as humid sub-tropical. This classification includes the following features:

- Long, relatively humid summers and mild winters.
- Precipitation is unevenly distributed with about sixty-five percent of the annual total falling from June through October, resulting from convective afternoon and evening thunderstorms. The remaining thirty-five percent of the precipitation occurs during the winter and spring and is usually associated with cool frontal systems which result in light rains over a broad area over a long period of time.
- Average daily maximum summer temperatures range into the low 90's with temperatures sometimes exceeding 95°F. Summer average daily minimums are in the range of 68°F to 71°F. During the coolest winter months of December and January, average daily maximums are in the low 70° range and average daily minimums in the 48° to 49° range.
- Prevailing winds are generally from the north and east. Wind speeds are usually between ten and fifteen miles per hour in the afternoon and five and ten miles per hour at night.

Geology

The Floridan aquifer in Eastern Brevard County includes the Avon Park limestone and the overlying Ocala Group. The Avon Park limestone is the deepest member of the Floridan aquifer and the principal source of ground water. The Avon Park is late Middle Eocene Age, greater than 300 feet thick, and primarily a light colored, soft, dense limestone with zones of less permeable dolomite.

The Ocala Group is a series of limestone formations of Eocene age which are hydrologically connected. The Group is the upper part of the Floridan aquifer and unconformably overlies the Avon Park limestone and unconformably underlies the Hawthorn Formation. The major subdivisions from deepest to shallowest are the Inglis, Williston, and Crystal River Formations. The Inglis Formation is a cream colored to white marine fossiliferous granular limestone which ranges in thickness from 50 to 100 feet. The Williston Formation is a cream colored fossiliferous marine limestone which averages about 30 feet in thickness. The Crystal River Formation is a white to cream colored massive, friable, fossiliferous limestone.

The confining beds which overlie the Floridan aquifer are the Hawthorn Formation and the upper Miocene or Pliocene deposits. The Hawthorn Formation underlies all of Central Brevard County and is composed of calcareous and phosphatic clay, phosphatic limestone, and phosphorite. The Miocene or Pliocene Deposits overlie the Hawthorne Formation and consist of unconsolidated beds of fine sand, shells, clay, and calcareous clay.

The surface deposits in Eastern Brevard County consist primarily of materials of Pleistocene and Recent Age. These deposits range in thickness from less than 20 feet in the St. Johns Valley to more than 100 feet in the Coastal Ridge area. These deposits constitute the principal source of shallow, fresh ground water in the Cocoa Beach service area.

Hydrogeology

Ground water in the Floridan aquifer flows from the major recharge zones in Orange County and Osceola County east through Brevard County towards the major discharge zones in the Atlantic Ocean. Changes in the potentiometric service occur seasonally. Water level changes have resulted from well withdrawals and climatic effects.

The bedrock topography in Brevard County is dominated by a vertical displacement trending north-south below the St. Johns River Valley and by an anticlinal structure which begins just north of the City of Cocoa and continues east below the Atlantic Ocean.

The north-south vertical displacement structure has been interpreted by Brown (1962), Frazee (1977), and others as a fault with approximately 150 feet displacement and it is designated the St. Johns fault. The fault appears to be post-Oligocene and pre-Miocene age.

The crest of the anticlinal structure trends east-west and the dip of its flank becomes steeper towards the Atlantic Ocean. This structure has been described by Brown (1962) as a ridge like structure. Both the St. Johns fault and the anticlinal structure appear to have significant effects upon ground water flow within the Floridan aquifer.

Potentiometric Surface

The potentiometric surface maps show the greatest stress occurs in the central coastal area where potentiometric contours are tightly spaced and angular. A large potentiometric depression occurs in the area, south of Patrick Air Force Base.

The general direction of ground water flow can be determined from a potentiometric map. Ground water flows from higher potentiometric level to lower potentiometric level, approximately perpendicular to the potentiometric contours. Ground water flow in the Floridan aquifer is generally southwest to northeast in Brevard County.

In areas that are subject to artesian flow, ground water from the Floridan aquifer can move upward into the shallow aquifer and thus, become susceptible to drainage by canals. However, the effects of canals upon ground water flow within the Floridan aquifer appears to be negligible.

Shallow Aquifer Hydrogeology

Ground water flows from zones of recharge in the uplands to zones of discharge in the lowlands. Because of this recharge-discharge relationship the water table shape mimics the shape of the land surface.

The elevation of the water table is controlled by the relative amounts of recharge and discharge from the ground water system, the permeability of the materials, and stratigraphic factors. The water table rises to a height controlled by the rate at which water moves through the soil and by the topography. The higher water tables are found in the low areas where sediments generally have lower permeability. The sediments of the Coastal Ridge highlands have generally high permeability and a resultant deeper water table.

In Cocoa Beach, rainfall is the principal means of recharge to the shallow aquifer. The amount of precipitation that recharges the shallow aquifer is a function of the following: (1) elevation of the water table and land surface, (2) available sand column thickness, (3) soil permeability, (4) depth to water table, (5) permeability of subsurface deposits, (6) the intensity and duration of the rainfall, (7) the vegetation cover.

The shallow aquifer is comprised of an upper sequence of surficial sand with some shell and coquina, and deeper lenses of sand, shell and coquina isolated by beds of clay and clayey materials. Ground water occurs under unconfined water table conditions in the surficial sand, while the isolated zones are semi-confined by less permeable clays. The upper unconfined sand component of the shallow aquifer is generally the most productive and has a better quality.

Quality in the shallow aquifer is controlled by the source of recharge. If precipitation is the only source of recharge the water usually has chloride concentrations less than 250 mg/l. If vertical leakage from the deeper formations occurs, the water usually has a chloride content of 1200 mg/l or more.

Ground Water Flow

The direction of ground water flow in the shallow aquifer is controlled by the configuration of the water table. Ground water moves down gradient at right angles to the water table contours and indirectly, the topographic contours. The general direction of ground water movement can be estimated from a topographic contour map.

The ground water divide for land west of the Indian River follows the topographic high of the Atlantic Coastal Ridge. Water flows towards the St. Johns River and the Indian River. Generally, ground water flows west to the Indian River west of the Merritt Island divide and to the Banana River east of the divide. Within Cocoa Beach, ground water flows toward the Banana River west of the divide and towards the Atlantic Ocean east of the ground water divide.

Aquifer Recharge

Recharge of the Floridan aquifer is caused by the relationship between the potentiometric surface and the water

table. Surface recharge to the Floridan aquifer may occur only when the potentiometric surface is below the water table. Discharge occurs when the potentiometric surface is above the water table. Within zones of equal potential, recharge is regulated by the soils. If overlying material are permeable, the magnitude of recharge or discharge will be greater than a similar zone with less permeable materials.

The primary recharge area in Central Brevard is an area where the potentiometric surface is below the water table and the land elevation is above 30 feet. The secondary recharge area is where the potentiometric surface is below the water table and the land elevation is below 30 feet. Recharge to the Floridan aquifer is enhanced by permeable soils and thin or non-continuous confining beds.

The major potential recharge areas for the Floridan aquifer are located along the Central Brevard Coastal Ridge. The Cocoa Beach area is not considered to be a site of significant recharge. The few areas that have recharge head available also have high lateral permeability and lateral flow.

The water quality in the Floridan aquifer in recharge zones is better than the quality in other areas. This conclusion is well supported by the water quality testing of wells within recharge areas.

Aquifer Source Protection

An important objective of ground water resource management is the retention of the productivity of zones of aquifer recharge. Development in prime recharge areas must avoid the contamination of the surficial aquifer. In this regard, the City of Cocoa Beach must depend upon the actions of adjoining counties to protect the aquifer. The water supply for Cocoa Beach is provided by the City of Cocoa and is derived from wells in Orange County.

Water Resources

Brevard County's major surface water bodies are the Indian, Banana, and St. Johns Rivers. Although these rivers represent an abundant water resource, they have experienced measurable degrees of water quality degradation. This has primarily been the result of population and urban density increases.

The Indian River, which separates the Brevard County mainland from Merritt Island, can be described as a series of shallow, poorly flushed, brackish lagoons separated by manmade barriers in the form of causeways. The river system contains both Class II and Class III waters, as currently classified by the Florida Department of Environmental Protection. The Indian River was given additional protection by legislative act. The river has historically been a very productive estuarine system. Pollutant loads cannot be readily assimilated by the river system. This is generally due to the poor water circulation within the system caused by indiscriminate dredging, filling, and bulk heading (including causeway construction). The lack of assimilative capacity has resulted in increased stress to the system.

The Banana River, which separates Merritt Island from the beaches, is similar in nature to the Indian River. It is shallow, brackish and has very little circulation of water. The river contains only Class III waters. The Banana River is hydraulically connected to the Atlantic Ocean through the Port Canaveral Inlet. The lock system and causeways severely restrict water exchange.

The St. Johns River, which forms the western boundary of the service area, is the County's major surface freshwater system. The river contains both Class I (potable water) and Class III waters. The Class I water is

located south of the service area. The St. Johns River has shown signs of stress due to the influence of man. While there is currently no direct sewage effluent or urban stormwater discharge to the river system, the river has been slowly degraded as a result of dredging, diking, marsh reclamation, and runoff from agricultural areas.

Historic or Archeological Site

The Cocoa Beach Comprehensive Plan-2025 made the following statement: "Currently, there are no identified archaeological sites or historic properties which are listed on the National Registry of Historic Places." The projects proposed in this plan will not adversely impact any archaeological or historic sites.

Conservation

The City of Cocoa Beach is responsible for the conservation of the Thousand Islands. The following summary was derived from the Cocoa Beach Comprehensive Plan-2025: "In 1991, the City of Cocoa Beach leased these islands from the state of Florida to manage these islands 'for the conservation and protection of natural and historical resources and for resources based public outdoor recreation'. As part of the lease agreement, the North Thousand Islands Management Plan was prepared and adopted by the City of Cocoa Beach in October 1994. In April 2013, the Plan was revised and approved by the Florida Department of Environmental Protection on April 24, 2013". The projects proposed in this plan will not adversely impact conservation land.

Floodplains

The City is protected from extensive flooding from the Atlantic by its high coastal ridge. The low-lying lands bordering the lagoon; however, are susceptible to flooding. A large portion of the undeveloped shoreline area and all of the Thousand Islands are within the floodplain. The Federal Emergency Management Agency has prepared flood insurance rate maps for the City, including the treatment plant site. The plant site is in both Zone "C" and Zone "A".

Wildlife and Endangered Species

The following Table 1 and Table 2 were derived from the City of Cocoa Beach Comprehensive Plan. These Tables summarize wildlife found in Cocoa Beach and the protection status of the species. The City of Cocoa Beach Comprehensive Plan affirms that endangered species will be protected.

TABLE 1**Wildlife Found in Cocoa Beach****Reptiles**

Diamondback Terrapin	Leatherback Turtle	Coral Snake
Green Turtle	Anole	Southern Water Snake
Eastern Indigo Snake	Lizard	Scarlet Kingsnake
Hawksbill Turtle	<u>Eastern Diamondback</u>	Atlantic Saltmarsh Snake
Banded Water Snake	Skinks	Softshell Turtle
Alligator	Legless Lizard	Garter Snake
Atlantic Loggerhead Turtle	Cottonmouth	Rat Snake

Fishes

Atlantic Stingray	Silver Perch	Striped Mullet
Sea Catfish	Leatherjacket	Lemon Shark
Rainwater Killifish	Lined Sole	Ladyfish
Sailfin Molly	Chain Pipefish	Striped Anchovy
Gray Snapper	Irish Pompano	Pigfish
White Mullet	Code Goby	Mojarra
Bull Shark	Darter Goby	Southern Kingfish
Scaled Sardine	Gulf Flounder	Red Drum
Gulf Pipefish	Striped Burrfish	Mosquito Fish
Silver Jenny	Atlantic Thread Herring	Spot
Spotted Sea Trout	Atlantic Menhaden	Permit
Black Drum	Cownose Ray	Tidewater Silverside
Pin Fish	Gulf Killifish	Jack Crevalle
Great Barracuda	Sheepshead	Gulf Pipefish
Clown Goby	Snook	Bay Whiff
Bighead Searobin	Gafftopsail Catfish	Yellowfin Menhaden
Southern Puffer		

Invertebrates

Pink Shrimp	Stone Crab	Blue Crab
Spiny Lobster	Mangrove Tree Crab	Fiddler Crab
Oysters	Shrimp	Snails
Mosquitos	Quahog Clam	

TABLE 2
PROTECTION STATUS OF
WILDLIFE FOUND IN COCOA BEACH

Common Name	Status
Florida Mink	Species of special concern
Round Tailed Muskrat	UR2
Florida Mouse	UR2
Fox Squirrel	Species of special concern
West Indian Manatee	UR2
American Alligator	Species of special concern
Atlantic Loggerhead Turtle	UR2
Atlantic Green Turtle	UR2
Leatherneck Turtle	Species of special concern
Atlantic Hawksbill Turtle	Threatened
Atlantic Ridley Turtle	Endangered
Atlantic Saltmarsh Snake	Endangered
Roseate Spoonbill	Endangered
Little Blue Heron	Endangered
Reddish Egret	Threatened
Snowy Egret	Species of special concern
Louisiana Heron	Species of special concern
Peregrin Falcon	Special of special concern
Southern Kestral	UR2
American Oyster Catcher	Threatened
Southern Bald Eagle	Species of special concern
Wood Stork	Endangered
Osprey	Threatened, UR2
Brown Pelican	Species of special concern
Least Tern	Endangered
Roseate Tern	Endangered
Coastal Vervain	Species of special concern
Sea Lavender	Species of special concern
Prickly Pear	Threatened
Common Snook	Species of special concern
Rivulus	Species of special concern

Key: UR1 Under review for federal listing, with substantial evidence indicating at least some degree of biological vulnerability and/or threat.

UR2 Under review for listing, but substantial evidence of biological vulnerability and/or threat is lacking.

Source: Florida Natural Areas Inventory

32 WRF Overview

The existing biological treatment process is a 4-stage integrated fixed film activated sludge (IFAS) process that reduces effluent nitrogen and phosphorous levels to advanced wastewater treatment (AWT) standards below 3.0 mg/l and 1.0 mg/l, respectively. Filtration is accomplished by (2) cloth media diamond filters that are approximately 3 years old and (2) Discfilters that are approximately 16 years old. Biosolids (sludge) management is accomplished via thickening, aerated sludge holding, and mechanical dewatering with the ability to further increase solids concentration via solar drying. In order to improve process redundancy, improve reliability, and improve staff's ability to manage biosolids, the plant requires specific capital improvement to replace mechanical equipment, upgrade hydraulic components, construct new conveying systems, and upgrade electrical systems.

33 Collection System Overview

The City of Cocoa Beach collection system serves approx. 4,150 residential and commercial customers in Cocoa Beach and adjacent unincorporated areas. The collection system consists of gravity sewers, manholes, lift stations, and force mains. The following inventory generally describes the system:

<u>Component</u>	<u>Qty</u>
Gravity Sewer Pipe	55 miles
Sanitary Manholes	1,069
Force Mains	14 miles
Lift Stations	17

The Cocoa Beach sanitary sewer system has one major interceptor delivering approximately 40% of the City's sewage by gravity flow to the wastewater treatment plant. The remainder of flow arrives by force main. The one plant site pump station delivers the gravity flow to the splitter box serving the two parallel process trains.

The majority of the referenced infrastructure was installed in the 1960's and 1970's. The majority of lift stations have been rehabilitated and/or replaced over the last 40+ years, and some of the gravity sewers and manholes have been lined, but the majority of the system is in its original state. Given that much of the existing infrastructure is 40 – 50 years old, a major rehabilitation effort is necessary to ensure continued service.

34 WRF Components

The treatment processes employed at the Cocoa Beach Water Reclamation Facility are as follows:

- Flow splits between trains
- Influent screening and grit removal
- Biological nutrient removal
- Secondary clarification
- Filtration
- Chlorine contact/disinfection
- Transfer to reuse or dechlorination and effluent discharge

Influent Structure

The influent unit accepts flow from the collection system and plant pump stations. The influent unit process includes a splitter box, a self-cleaning bar screen, and an grit removal system. The influent structure bar screens were replaced three (3) years ago.

Biological Process

The biological nutrient removal process consists of two (2) treatment trains each with pre-anoxic, aerobic zones, post anoxic zones, and reaeration. The first aerobic zone has suspended media to promote biofilm growth for increased nitrification. Each treatment train has three (3) individual process trains. Each process train is served by a circular clarifier. The bottom sludge draw off mechanism was replaced in 2000 with a spiral blade scraper unit. The clarifier drives were replaced during the process conversion in 2012 and perimeter walkways and weir covers were installed. R.A.S. pumps and W.A.S. pumps draw sludge from the central collector. The return sludge pumps have variable speed controls.

Currently, the biological process train has intermediate lift pumps following the post-anoxic reactor. Overflow, or migration of media, could occur in the event of electrical outage or failure of transfer pumps. A gravity bypass from the oxic basin to the clarifiers were installed three (3) years ago to combat this.

Filtration

Two (2) cloth media diamond filters and two (2) Discfilters are used for filtration. The cloth media diamond filters are approximately 3 years old and the Discfilters are approximately 16 years old. Aluminum canopies were also installed over the filter basins.

Chlorine Contact/ Reaeration Facility

Filtered flow flows by gravity to the chlorine contact chamber, and all flow not transferred to reuse is dechlorinated prior to discharge to the lake system at Cocoa Beach Country Club. The effluent and reuse transfer pumps were replaced in 2012 during the process conversion. The City utilizes liquid sodium hypochlorite for disinfection. The chemical feed pumps are both flow and residual paced. An aluminum canopy was installed over this structure in 2020 to reduce chlorine demand and extend the lifespan of the

transfer pumps. The chlorine feed piping was also upgraded in 2020.

Residuals

The City of Cocoa Beach sludge management system includes thickening, aerobic holding, dewatering, and on-site composting or landfill disposal. The Cocoa Beach treatment process produces secondary sludge. The biological process generates waste activated sludge. This sludge is generally more concentrated than waste sludge from other aerobic treatment systems. The estimated waste sludge production is 60,000 gallons per day at less than 1% solids.

Waste activated sludge enters two (2) rotating drum thickeners prior to aerobic holding. The drum thickeners produce sludge with a solids content of approximately 3%. The drum thickeners were replaced in 2020. The aerobic holding system treats secondary sludge. The basin volume is 210,000 gallons. The digestion system is based upon 7 days detention. The volatile solids reduction accomplished in these basins will partially stabilize the sludge prior to dewatering.

Partially digested sewage sludge at Cocoa Beach is dewatered. Dewatering utilizing belt filter presses achieves a solids content of 16%. A biosolids composting greenhouse was constructed during the 2012 process conversion. Dewatered biosolids from the belt presses is loaded into trucks and hauled off site.

Reuse Storage and Pumping

There are four (4) ground storage tanks at the plant site with a combined capacity of 15 million gallons. There is a fifth tank located in the northern portion of the service area. Flow meeting the public access irrigation standards is transferred to storage.

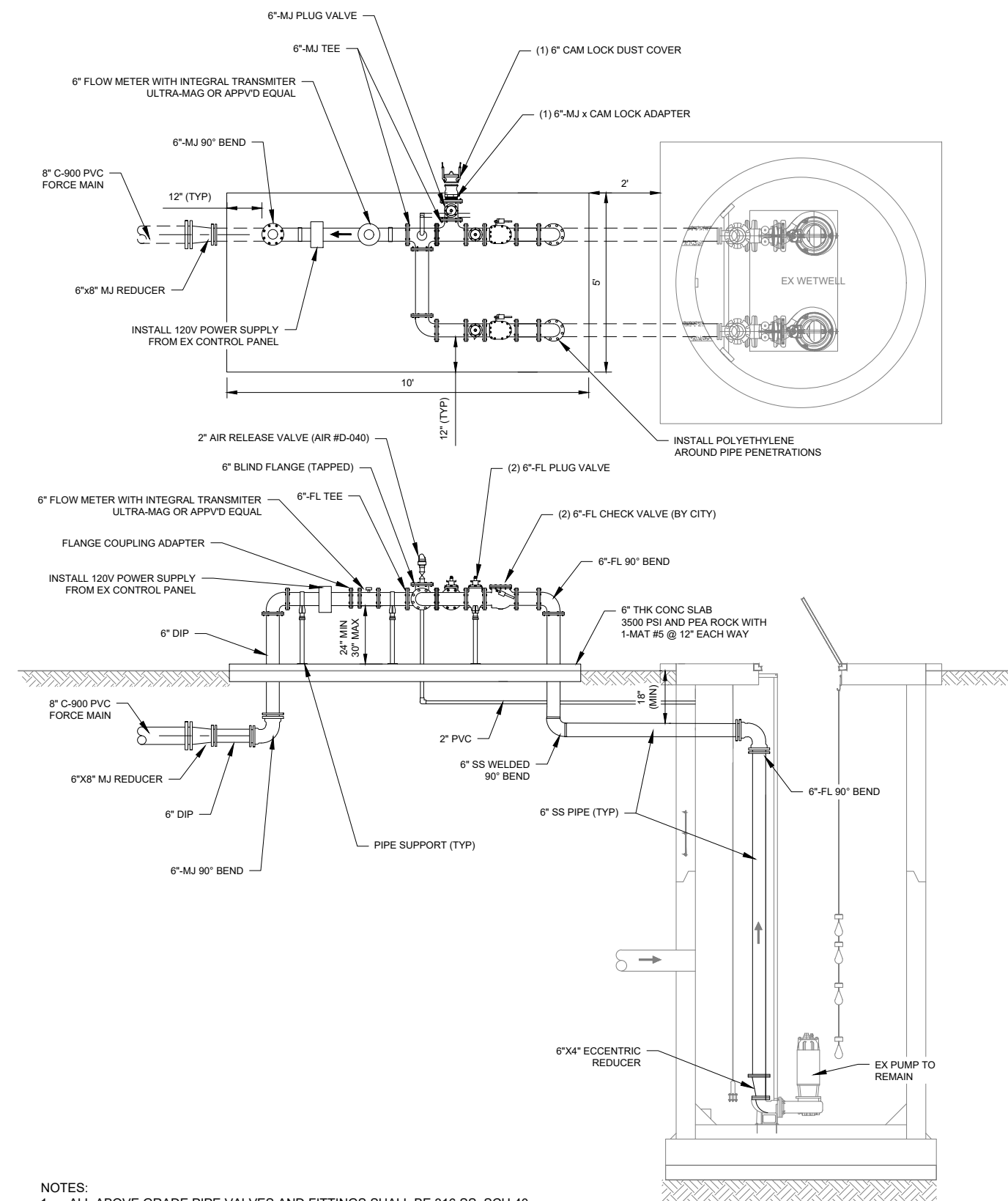
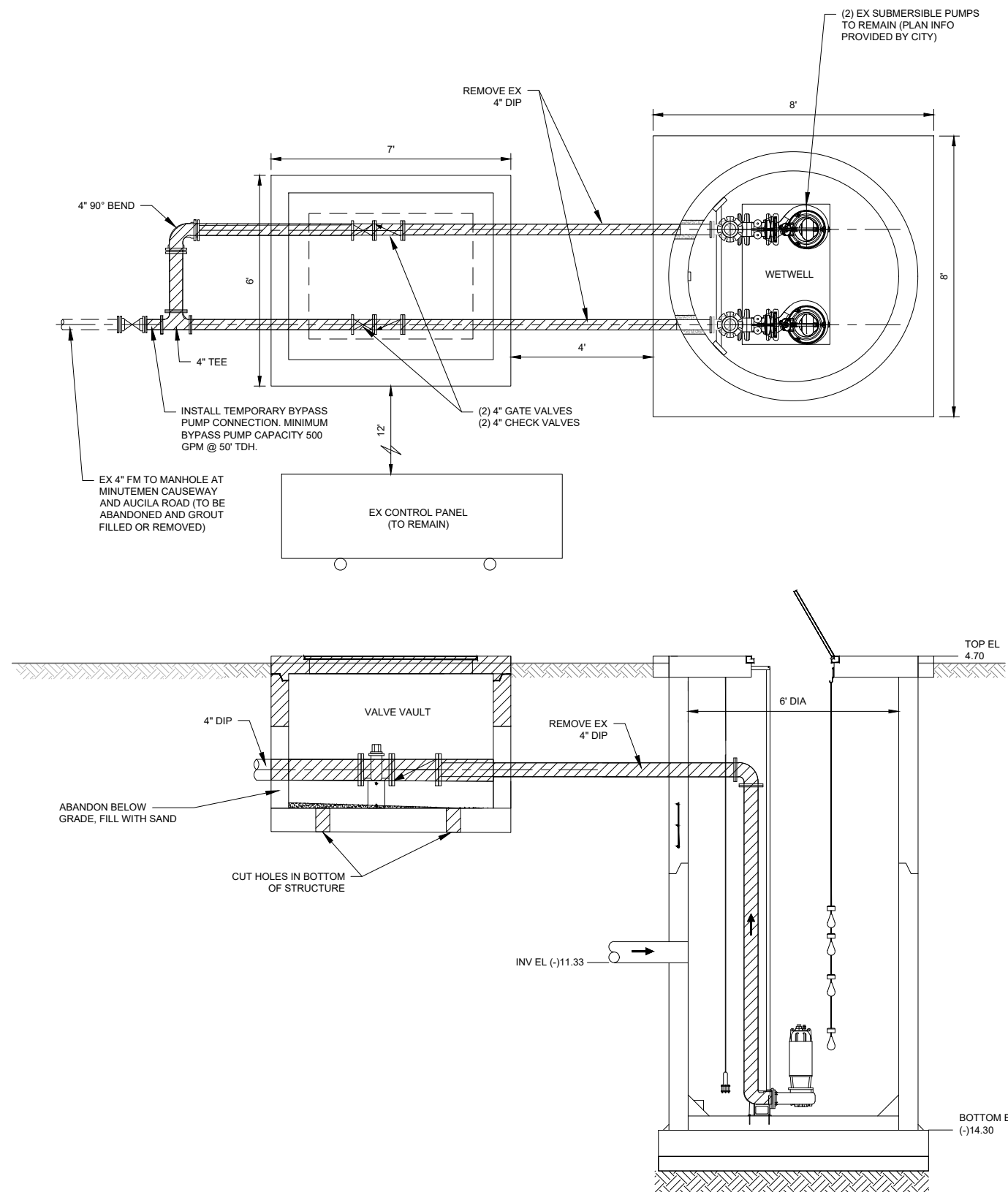
4. Proposed Wastewater and Reclaimed System Improvements

There are several improvement projects and associated alternatives that will be evaluated and selected. These improvements include:

1. Lift Station Upgrades
2. A1A Gravity Sewer Crossover
3. Lift Station #5 Odor Control Project
4. Port Canaveral Sewage Force Main (FM)
5. Patrick Air Force Base (PAFB) and Lift Station 5 Sewage Force Main (FM)
6. FY25 WWTP Improvements
 - WRF Clarifier Rehabilitation
 - Grit Removal System Evaluation and/or Replacement
 - WRF Generators Replacement
 - Injection Well, Monitoring Wells Cleaning and Inspection/Replacement
 - Reuse Ground Storage Tank Inspection and Repairs
 - Reuse Transfer Pump and High Service Pump Evaluation and/or Replacement
 - Drum Screen Replacement
 - WRF Valve Replacements
 - Disc Filter Replacement
7. Reclaimed Transmission Automated and Manual Valve Replacement
8. Reclaimed Water Distribution System Evaluation
9. Inflow and Infiltration Abatement Study

41 Lift Station Upgrades

The City has eleven (11) lift stations that require rehabilitation. All lift stations with below grade valve vaults will be rehabbed to above grade stainless steel valves and piping as shown in **Figure 4-1**. The location of each is shown on **Figure 4-2**.



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**CITY OF COCOA BEACH
CEDAR AVE RWM REPLACEMENT AND
LIFT STATION 7 FORCE MAIN UPSIZE**

COCOA BEACH, FL 32931

ISSUED

07/08/2020 60% DESIGN

08/17/2020 90% DESIGN

10/23/2020 100% DESIGN

12/01/2020 BID SET

NOT FOR CONSTRUCTION

M&H NO.: 4505000-200200.01
DATE: DECEMBER 2020
DESIGNED BY: BTB
DRAWN BY: ADC
CHECKED BY: AMG
DO NOT SCALE DRAWINGS

SHEET CONTENTS

LIFT STATION
SECTIONS

SHEET NO.

C-302



State of Florida, Maxar, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, USDA, USFWS

X:\30000-00\1001\TECH\GIS\MXD\Map1.MXD

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Water Reclamation Facility Plan

Lift Station Location Map

Option 1 - Lift Station Repairs:

4.1.1 Lift Station 3

Lift Station 3 is located on the southwest corner of the intersection of South 13th Street and Florida State Road A1A. This lift station utilizes two (2) 4-inch Flygt 500 gpm 10 hp submersible pumps. Lift Station 3 requires complete replacement of piping within the wet well and valve vault. The control panel also needs to be replaced. **Figure 4-3** and **Figure 4-4** show the lift station's wet well and valve vault, respectively. **Table 4-1** displays the cost estimate to repair Lift Station 3.

FIGURE 4-3: LIFT STATION 3 WET WELL



FIGURE 4-4: LIFT STATION 3 VALVE VAULT



TABLE 4-1: LIFT STATION 3 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	SS Piping	1	LS	\$50,000	\$50,000
2	Discharge Valves and Above Grade Modifications	1	LS	\$250,000	\$250,000
3	Flow Meter	1	LS	\$15,000	\$15,000
4	Control Panel	1	LS	\$50,000	\$50,000
				Sub-Total	\$365,000
				20% Contingency	\$73,000
				Total	\$438,000

4.1.2 Lift Station 4

Lift Station 4 is located on the northeast corner of the intersection of Cocoa Isles Blvd and Samar Rd. The lift station contains two 8-inch Flygt model CT3231/605 90 hp dry pit submersible pumps. Repairs to Lift Station 4 include replacement of the bypass valve and an emergency generator installation. **Figure 4-5** displays the existing bypass valve. **Table 4-2** displays the cost estimate to repair Lift Station 4.

FIGURE 4-5: LIFT STATION 4 BYPASS VALVE



TABLE 4-2: LIFT STATION 4 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	8" Bypass Valve	1	EA	\$10,000	\$10,000
2	Generator	1	EA	\$150,000	\$150,000
Sub-Total					\$160,000
20% Contingency					\$32,000
Total					\$192,000

4.1.3 Lift Station 5

Lift Station 5 is a triplex submersible pump station located on the southeast corner of the intersection of Belt Road and W Cocoa Beach Causeway. The wet well contains three 8-inch Flygt Model CP3300-HT 60 hp submersible pumps. There is an existing valve vault that contains a swing check valve and a plug valve off the discharge of each of the three submersible pumps. Outside of the valve vault there is an emergency pump connection. Lift Station 5 was renovated in 2003. The renovations modified the pump station from a dry can pump station to a submersible pump station. Lift Station 5 requires upgrades to its Motor Control Center (MCC). **Figure 4-6 and Figure 4-7** show the MCC. **Table 4-3** displays the cost estimate to upgrade the MCC at Lift Station 5.

FIGURE 4-6: LIFT STATION 5 VFDS 1-4



FIGURE 4-7: LIFT STATION 5 PCP AND VFD 5



TABLE 4-3: LIFT STATION 5 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	MCC Upgrades	1	LS	\$200,000	\$200,000
Sub-Total					\$200,000
20% Contingency					\$40,000
Total					\$240,000

4.1.4 Lift Station 6

Lift Station 6 is located on the south side of 4th Street S between St. David's By the Sea and Freedom 7 Elementary School. This lift station contains two (2) 4-inch Flygt model CP-3152-HT 60 hp submersible pumps. Lift Station 6 requires complete replacement of piping within the wet well and valve vault. The control panel also needs to be replaced. **Figure 4-8, Figure 4-9 and Figure 4-10** show the lift station's wet well, valve vault and control panel, respectively. **Table 4-4** displays the cost estimate to repair Lift Station 6.

FIGURE 4-8: LIFT STATION 6 WET WELL



FIGURE 4-9: LIFT STATION 6 VALVE VAULT



FIGURE 4-10: LIFT STATION 6 CONTROL PANEL

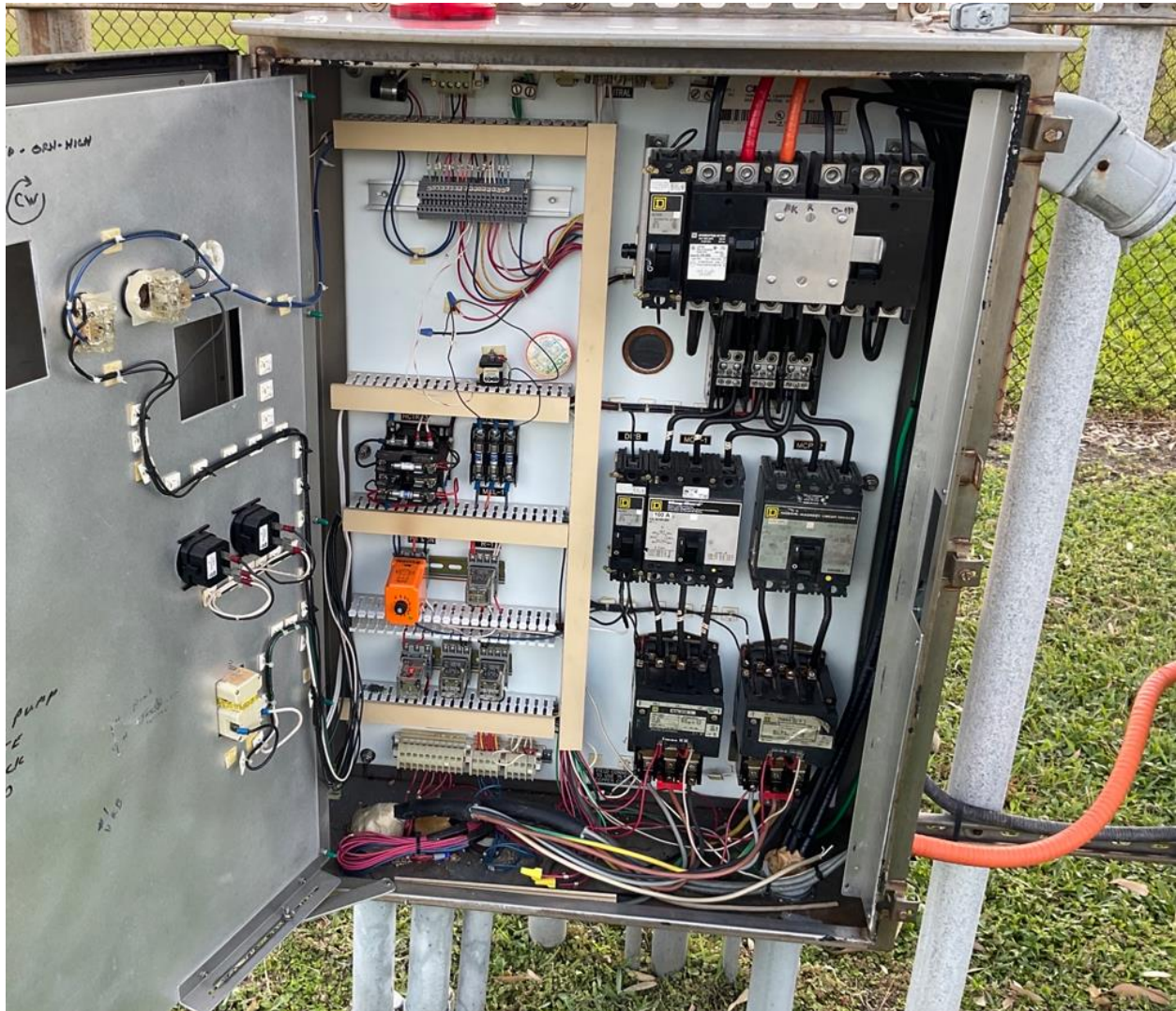


TABLE 4-4: LIFT STATION 6 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	SS Piping	1	LS	\$50,000	\$50,000
2	Discharge Valves and Above Grade Modifications	1	LS	\$250,000	\$250,000
3	Flow Meter	1	EA	\$15,000	\$15,000
4	Control Panel	1	LS	\$50,000	\$50,000
Sub-Total					\$365,000
20% Contingency					\$73,000
Total					\$438,000

4.1.5 Lift Station 7

Lift Station 7 is located on the east side of Cedar Avenue about 350 feet north of Minutemen Causeway. This lift station discharges to a manhole at the intersection of Minutemen Causeway and Cedar Ave. The wet well piping and valve vault were replaced in 2021. This lift station contains two (2) Grundfos 10 hp submersible pumps. Lift Station 7 is currently due for a control panel replacement. **Table 4-5** displays the cost estimate to complete the necessary repairs to Lift Station 7.

TABLE 4-5: LIFT STATION 7 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Control Panel	1	EA	\$50,000	\$50,000
Sub-Total					\$50,000
20% Contingency					\$10,000
Total					\$60,000

4.1.6 Lift Station 8

Lift Station 8 is located on the east side N Banana River Blvd just north of Jack Drive. This lift station contains two (2) Flygt model NP 3127 MT 3 10 hp submersible pumps. Lift Station 8 requires complete replacement of piping within the wet well, discharge valves and control panel. This lift station also requires a new generator and fence. **Figure 4-11**, **Figure 4-12** and **Figure 4-13** display the piping inside the wet well, the above ground valve configuration and the control panel, respectively. **Table 4-6** displays the cost estimate to complete the necessary repairs to Lift Station 8.

FIGURE 4-11: LIFT STATION 8 WET WELL



FIGURE 4-12: LIFT STATION 8 ABOVE GRADE DISCHARGE VALVES



FIGURE 4-13: LIFT STATION 8 CONTROL PANEL



TABLE 4-6: LIFT STATION 8 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	SS Piping	1	LS	\$50,000	\$50,000
2	Discharge Valves	1	LS	\$50,000	\$50,000
3	Flow Meter	1	LS	\$15,000	\$15,000
4	Control Panel	1	LS	\$50,000	\$50,000
5	Generator	1	LS	\$150,000	\$150,000
6	Fence	1	LS	\$10,000	\$10,000
Subtotal					\$325,000
20% Contingency					\$65,000
Total					\$390,000

4.1.7 Lift Station 10

Lift Station 10 is located on S Banana River Blvd. This lift station contains two (2) Flygt model NP-3085-MT 3 hp submersible pumps. The site floods during severe weather events and the building floods. The existing on grade building will be demolished. The site will be graded to an elevation 1' above the adjacent roadway. A new, typical, above ground valve assembly will be

constructed and the site will be fences.. Generator will be installed on the site. The control panel also needs to be replaced. **Figure 4-14** and **Figure 4-15** show the lift station's wet well and discharge valves, respectively. **Table 4-7** displays the cost estimate to repair Lift Station 10.

FIGURE 4-14: LIFT STATION 10 WET WELL



FIGURE 4-15: LIFT STATION 10 DISCHARGE VALVES



TABLE 4-7: LIFT STATION 10 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	SS Piping	1	LS	\$50,000	\$50,000
2	Discharge Valves	1	EA	\$40,000	\$50,000
3	Flow Meter	1	EA	\$15,000	\$15,000
4	Generator	1	EA	\$150,000	\$150,000
3	Control Panel	1	LS	\$50,000	\$50,000
4	Demolition	1	LS	\$50,000	\$50,000
Sub-Total					\$365,000
20% Contingency					\$73,000
Total					\$438,000

4.1.8 Lift Station 14

Lift Station 14 is located within the Bayshore Drive right-of-way adjacent to the residential property located at 1485 Bayshore Drive. This lift station contains two (2) 4-inch Crane model PO4LB-8D 7.5 hp dry pit submersible pumps. Lift Station 14 is currently a can station. This lift station requires a new control panel. In addition, an evaluation should be conducted to determine if this lift station should be converted to a submersible lift station. The cost associated with this lift station, shown in **Table 4-8**, only includes the evaluation, and not the actual conversion from a can station to a submersible lift station. **Figure 4-16** shows the existing control panel.

FIGURE 4-16: LIFT STATION 14 CONTROL PANEL

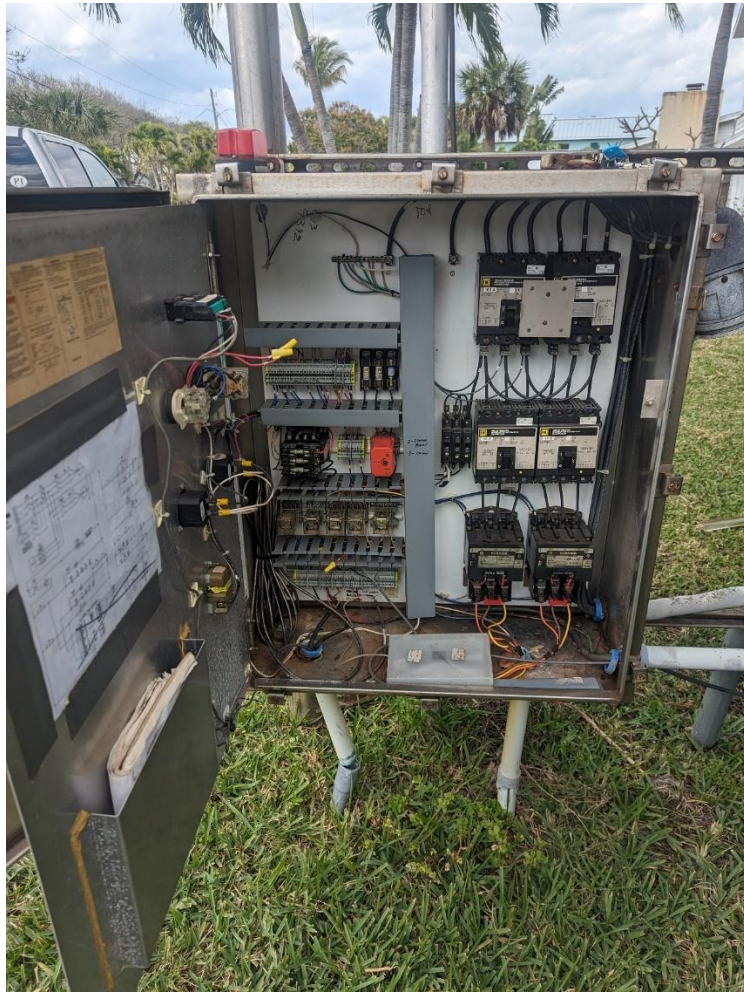


TABLE 4-8: LIFT STATION 14 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Submersible Conversion Evaluation	1	LS	\$25,000	\$25,000
2	Control Panel	1	LS	\$50,000	\$50,000
Sub-Total					\$75,000
20% Contingency					\$15,000
Total					\$90,000

4.1.9 Lift Station 15

Lift Station 15 is located on the west end of South 29th Street right up against the Banana River. This lift station contains two (2) 4-inch Flygt model NP-3127-HT 10 hp submersible pumps. Lift Station 15 requires complete replacement of piping within the wet well and valve vault. This lift station also requires a new control panel. **Figure 4-17**, **Figure 4-18** and **Figure 4-19** show the lift station's wet well, valve vault and control panel, respectively. **Table 4-9** displays the cost estimate to repair Lift Station 15.

FIGURE 4-17: LIFT STATION 15 WET WELL



FIGURE 4-18: LIFT STATION 15 VALVE VAULT



FIGURE 4-19: LIFT STATION 15 CONTROL PANEL

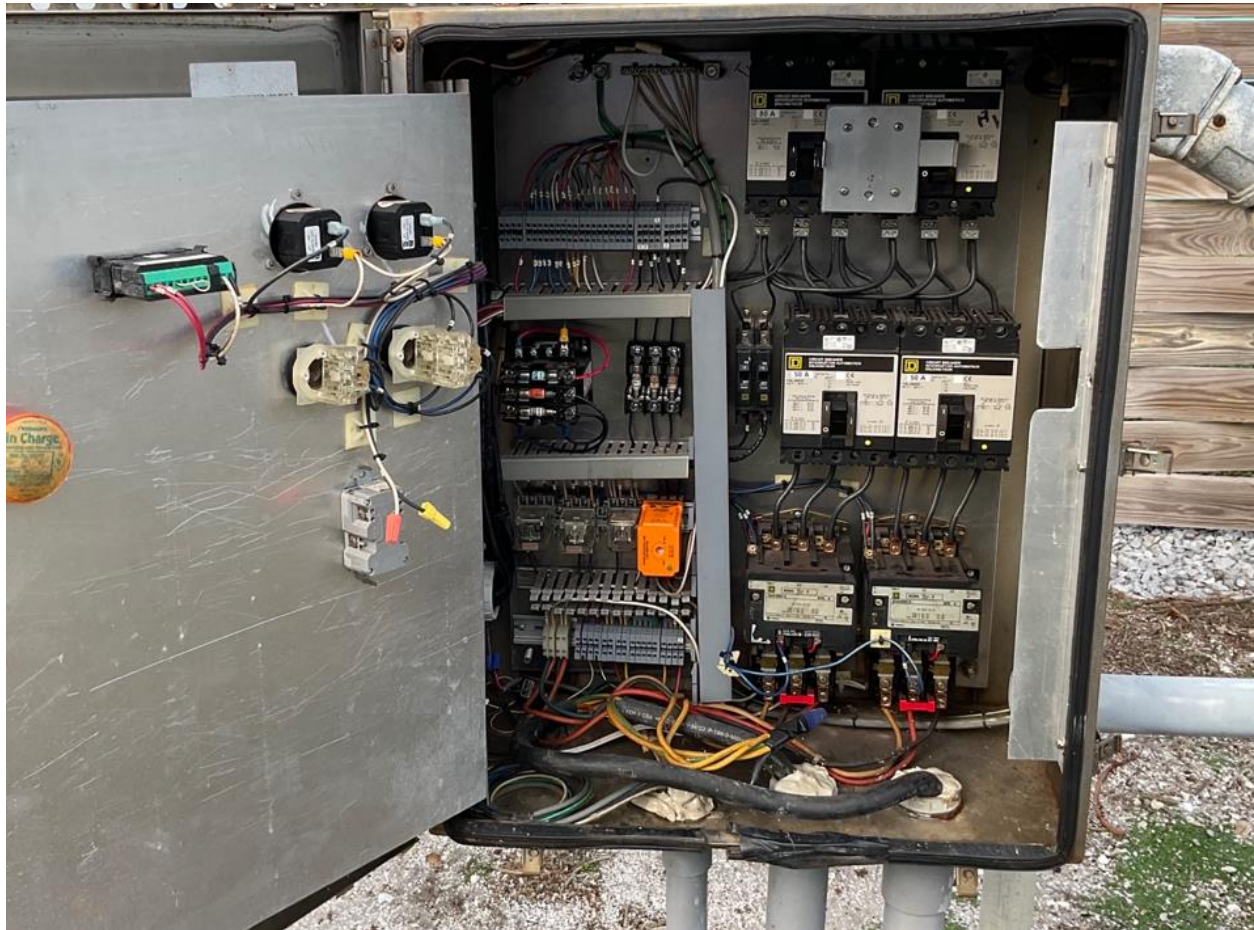


TABLE 4-9: LIFT STATION 15 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	SS Piping	1	LS	\$50,000	\$50,000
2	Discharge Valves and Above Grade Modifications	1	LS	\$250,000	\$250,000
3	Flow Meter	1	EA	\$15,000	\$15,000
4	Control Panel	1	LS	\$50,000	\$50,000
Sub-Total					\$365,000
20% Contingency					\$73,000
Total					\$438,000

4.1.10 Lift Station 16

Lift Station 16 is located on the northeast corner of Ridgewood Ave and Arthur Ave. This lift station is on the northern outskirts of the City's service area. This lift station contains two (2) Crane model PO4LB 7.5 hp dry pit submersible pumps. Lift Station 16 is currently a can station. This lift station requires a new control panel and generator. This station will be converted from a 'Can' style station to a City standard submersible station. This will include a new wetwel and below grade valve vault. **Figure 4-20** shows the existing control panel for Lift Station 16.

FIGURE 4-20: LIFT STATION 16 CONTROL PANEL

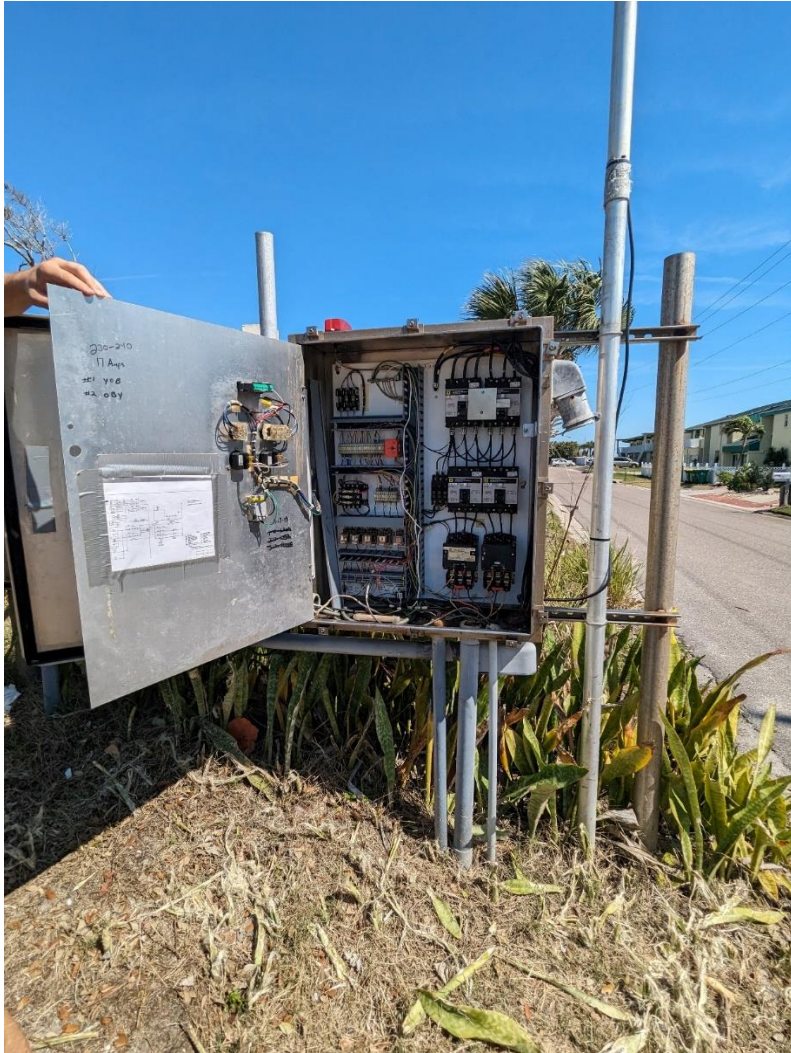


TABLE 4-10: LIFT STATION 16 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Submersible Lift Station Conversion	1	LS	\$400,000	\$400,000
2	Control Panel	1	LS	\$50,000	\$50,000
3	Generator	1	LS	\$150,000	\$150,000
Sub-Total					\$600,000
20% Contingency					\$120,000
Total					\$720,000

4.1.11 Lift Station 17

Lift Station 17 is located in Satellite Beach on Shearwater Parkway. This lift station contains one (1) 6-inch Flygt model CP-3127-MT 3 10 hp submersible pump and one (1) 6-inch Flygt model NP-3153-MT 3 15 hp submersible pump. This lift station serves several surrounding residential areas. Lift Station 17 requires a bypass valve replacement and a new control panel. **Table 4-11** displays the cost estimate for the Lift Station 17 upgrades.

TABLE 4-11: LIFT STATION 17 REPAIRS COST ESTIMATE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Bypass Valve	1	EA	\$10,000	\$10,000
2	Control Panel	1	LS	\$50,000	\$50,000
Subtotal					\$60,000
20% Contingency					\$12,000
Total					\$72,000

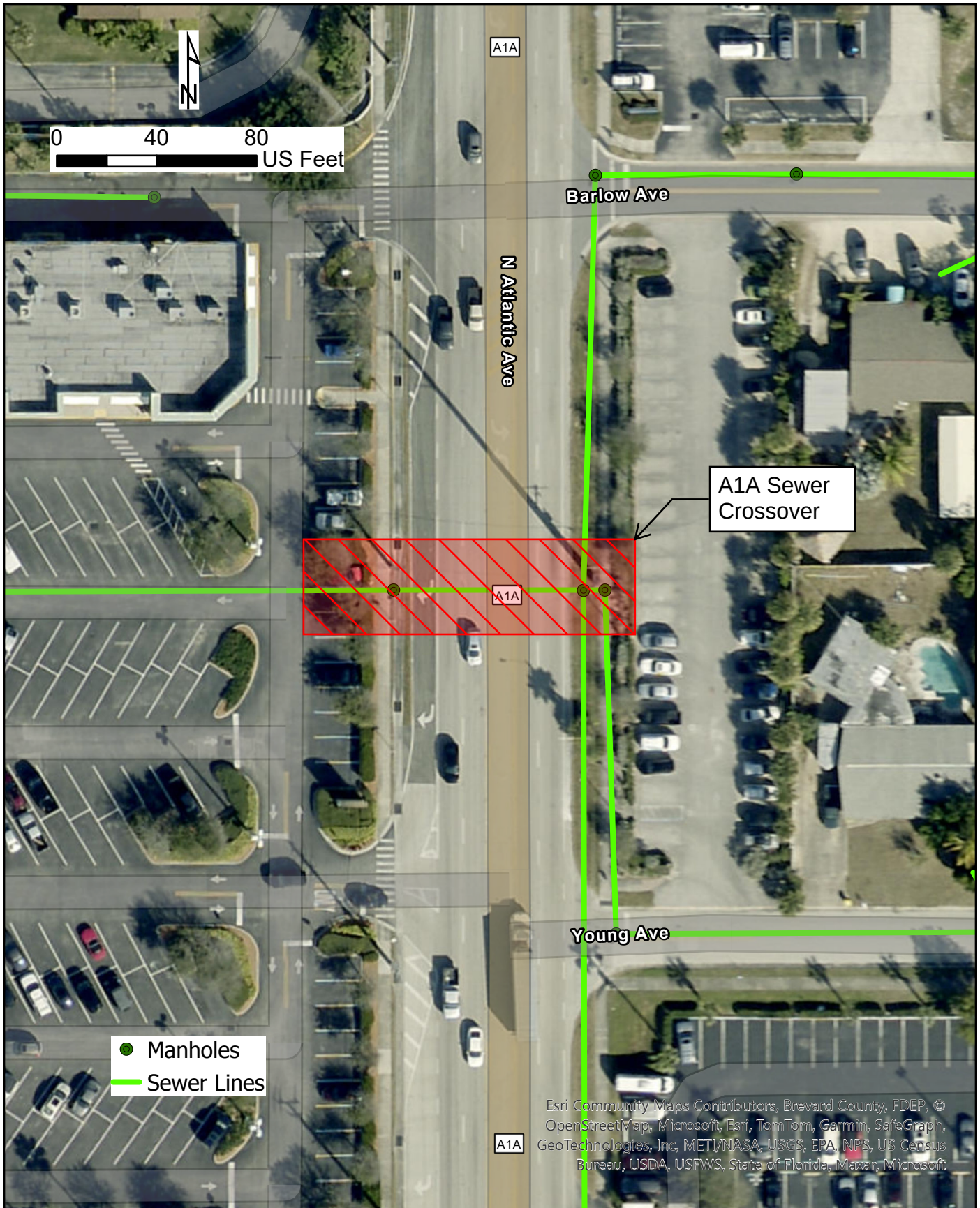
Option 2 – No Action

42 **A1A Gravity Sewer Crossover**

This project involves replacing four (4) sewer pipes that crossover A1A. There are multiple methods that can be used to replace the sewer pipes crossing A1A. Location descriptions of the A1A sewer crossovers are as follows:

- North A1A between the Young Ave. and Barlow Ave. and runs through the Publix parking lot.
- South A1A approximately 170 feet south of Minutemen Causeway.
- South Orlando Ave. running along S 2nd St.
- South Orlando Ave. running along 4th St. S.

Figure 4-21 displays the location of the A1A sewer crossover in the City's northern service area. This crossover is within a high traffic area. **Figure 4-22** displays the location of the three remaining A1A sewer crossovers.



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Water Reclamation Facility Plan

North A1A Sewer Crossover

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Water Reclamation Facility Plan

South A1A Sewer Crossovers

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4.2.1 Option 1 – Pipe Bursting

One method for replacing the sewer pipes crossing A1A is called “pipe bursting”. Pipe bursting is a trenchless means of replacing pipe. The existing pipe will be fractured by using internal, mechanical force, while pulling the replacement pipe into place. While this method can be effective, there must be enough available space for the pipe bursting equipment to operate. Due to the tight constraints for these A1A crossovers, this option is deemed not feasible.

4.2.2 Option 2 – New Jack and Bore

This method involves installing a new sewer pipe via jack and bore alongside the existing sewer pipes, installing doghouse manholes to connect the new sewer pipes, and abandoning the existing pipe. This method is the least disruptive to traffic and permissible option. The project is constructed largely within the A1A right of way and subject to FDOT permitting. Cutting the pavement would not be a permissible activity along this stretch of A1A.

This is the recommended option for the north A1A sewer crossover and the crossover near Minutemen Causeway. Table 4-12 displays the cost estimate for this work.

4.2.3 Option 3 – Dig and Replace

This method involves digging up the existing pipe and replacing in the same location. This method can be used in locations where vehicle traffic and MOT is not an issue. This option is the most cost effective. This is the recommended option for the two most southern sewer crossings since they are away from heavy traffic areas and there are convenient detour alternatives for vehicles. **Table 4-12** displays the cost estimate for this work.

4.2.4 Cost Estimate

TABLE 4-12: A1A SEWER CROSSEVERS COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	New Jack and Bore A1A Pipe Crossing	2	EA	\$75,000	\$300,000
2	Dig and Replacing Pipe Crossing	2	EA	\$50,000	\$100,000
3	MOT	1	LS	\$100,000	\$100,000
4	Doghouse Manhole	2	EA	\$50,000	\$200,000
5	Restoration	1	LS	\$50,000	\$50,000
Subtotal					\$750,000
20% Contingency					\$150,000
Total					\$900,000

43 Lift Station #5 Odor Control Project

Hydrogen sulfide (H_2S) occurs naturally through the anaerobic decay of organic matter in wastewater. At lift stations, H_2S is often off gassed into the atmosphere due to the turbulence in the flow of the wastewater in a lift station. Hydrogen sulfide is not only corrosive to the wet well, piping, and equipment, but it also is a toxic gas that creates noxious odors in the surrounding areas of lift stations. Lift Station #5 is an existing lift station that has significant odor issues that cause problems for nearby businesses. The lift station is located adjacent to the parking lot of The Dinosaur Store and other retail stores. The odors from the lift station have caused complaints from the adjacent businesses and need to be treated.

Option 1 – Ventilation System with Odor Control Unit Off Belt Road

This option includes installing a ventilation system at Lift Station 5 that would transfer the odorous gases to a nearby ammonia scrubber unit. The odor control unit would be installed off Belt Road by the Lift Station 5 motor control center (MCC) building. Due to the severity of the odor at this lift station, option 1 is recommended solution. **Figure 4-23** displays a general sketch of this option.



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Water Reclamation Facility Plan

Lift Station 5
Odor Control

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Option 2 – Local Odor Control Unit

This option involves installing a local odor control unit at the lift station. The odor control unit would attach directly to the lift station vent. This is a passive vapor phase odor control device that uses no water or electricity. The pumping cycles of the lift station are utilized to draw odor neutralizer into the station and then neutralizes the discharge air when the station is filling. While this is a very cost-effective option, this local unit would not be able to neutralize the significant odors experienced at Lift Station 5.

Option 3 – No Action

4.3.1 Cost Estimate

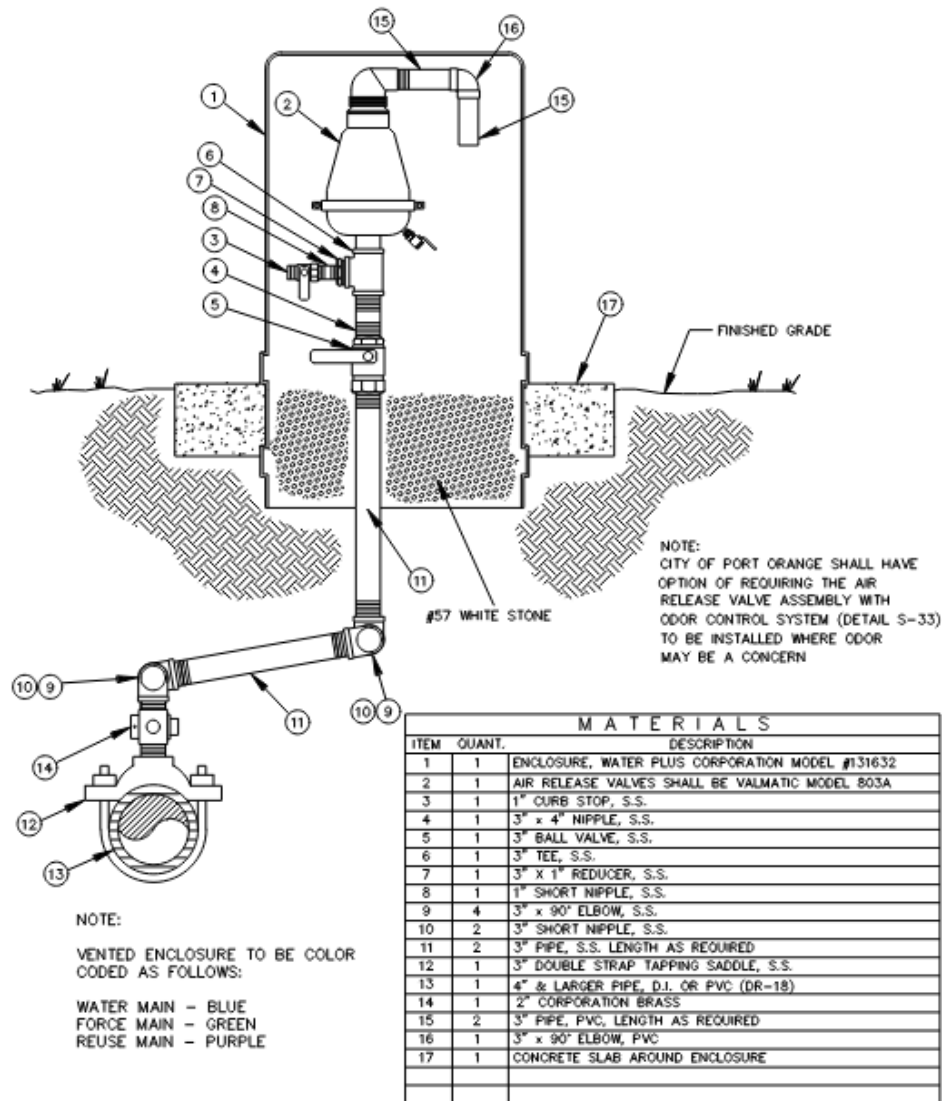
TABLE 4-13: LIFT STATION 5 ODOR CONTROL

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	LS 5 Ventilation Piping and Blower	1	LS	\$200,000	\$200,000
2	Odor Control System	1	LS	\$200,000	\$200,000
3	Electrical	1	LS	\$100,000	\$100,000
Subtotal					\$500,000
20% Contingency					\$100,000
Total					\$600,000

44 Port Canaveral Sewage Force Main

This project involves a condition and capacity assessment (Assessment) of the Port Canaveral force main. The Assessment phase will include inspection of approximately 22 Air Release Valves (ARV's) (a majority of which are originals) along the force main to identify the design and permitting needs and conceptual cost estimate. The Assessment will also include a capacity evaluation of the existing and future flows through the force main. Subsequent to the Assessment will be a design phase which will include bid documents to implement the necessary ARV replacement and force main repairs. All ARV's will be outfit with new saddles and new ARV assemblies. **Figure 4-25** displays a map of the force main and the associated air release valves. The detail below (**Figure 4-24**) depicts a typical above ground, offset air release valve assembly.

FIGURE 4-24: ABOVE GROUND ARV ASSEMBLY



STANDARD CONSTRUCTION DETAIL
STANDARD AIR RELEASE VALVE ASSEMBLY
ABOVE GROUND VERTICAL PIPE LAYOUT



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Water Reclamation Facility Plan

Port Canaveral Air Release Valves

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4.4.1 Cost Estimate

Table 4-14 displays the cost estimate for this work.

TABLE 4-14: PORT CANAVERAL FORCE MAIN COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	ARV Assessment	22	EA	\$2,000	\$44,000
2	ARV Replacement	1	LS	\$150,000	\$150,000
3	Capacity Analysis	1	LS	\$50,000	\$50,000
Sub-Total					\$244,000
20% Contingency					\$49,000
Total					\$293,000

45 Patrick Air Force Base and Lift Station 5 Sewage Force Main

A leak and gas pocket detection inspection of the 24-inch and 30-inch Patrick Air Force Base FM and the 14-inch Lift Station 5 FM was performed by Pure Technologies in 2017 and can be found in **Appendix A**. The inspection discovered one (1) gas pocket in each force main. It was recommended that all air release valves (ARVs) be inspected for operability and investigate the two areas with gas pockets. Existing ARV's should be rehabilitated with new above ground ARV's and new saddles on both force mains.

The PAFB flow meter and bypass piping needs to be rehabbed and possibly replaced. As indicated in **Table 4-15**, this work is roughly \$500,000.

There are only (4) ARVs on the Lift Station 5 force main. With the use of lidar, it is recommended to install (2) additional ARVs at high points on the force main.

This project involves a condition and capacity assessment (Assessment) of the Patrick Air Force Base (PAFB) force main and Lift Station No. 5 force main, each as separate work authorizations. The assessment phase will include inspection of the force mains to identify the design and permitting needs and conceptual cost estimates. The subsequent design phase will include bid documents to implement necessary ARV replacement and force main repairs.

4.5.1 Cost Estimate

Table 4-15 displays the cost estimate for this work.

TABLE 4-15: PAFB AND LS5 FORCE MAIN COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	ARV Rehab/Replacement	1	LS	\$100,000	\$100,000
2	PAFB Flow Meter and Bypass Replacement	1	LS	\$500,000	\$500,000
3	PAFB and LS5 FM Capacity and Condition Analysis	1	LS	\$75,000	\$75,000
Sub-Total					\$675,000
20% Contingency					\$135,000
Total					\$810,000

46 FY25 WWTP Improvements

4.6.1 Clarifier 1 and 2 Rehabilitation

Secondary clarification serves to separate activated sludge from the plant flow. The biological process preferentially promotes the growth of biomass which means the activated sludge within the clarifiers will have good settling characteristics. The activated sludge settles to the bottom of the clarifiers and is raked out of the clarifiers and pumped either back into the plant as return activated sludge (RAS) or pumped to the sludge holding tank as waste activated sludge (WAS). The clarification process is a vital process for removing nutrients from the plant flow.

Solids separation for the activated sludge process is provided via sedimentation in two existing, 80-foot diameter clarifiers. The clarifier drive units were replaced in 2012. The clarifier mechanisms were replaced in 1999. The existing collection and clarifier drive equipment have reached the end of their useful life and are in need of replacement. This project involves removing and replacing all mechanical equipment within the existing two (2) clarifiers. A spiral blade collection mechanism is proposed for each clarifier. This project also includes replacing the walkway and access bridge on both clarifiers with a new aluminum access bridge. **Figure 4-26** displays Clarifier 1 and the condition of the access bridge.

FIGURE 4-26: WRF CLARIFIER 1



4.6.2 Grit Removal System Evaluation and/or Replacement

Since this WRF is located on the coast of Florida, there is a significant amount of grit within the wastewater. Grit can damage equipment and treatment processes within the WRF, therefore, to protect downstream equipment, it is important to remove the grit at the head of the plant.

The City currently utilizes two (2) HeadCells for grit removal, one for each treatment train. The HeadCells were installed in 2013 and the trays are in good condition. Equipment that requires replacement include:

- Grit snail
- Slurry cup
- (1) grit pump
- All piping
- Control panel

Figure 4-27 and **Figure 4-28** display the grit removal equipment and control panel, respectively.

FIGURE 4-27: WRF GRIT REMOVAL EQUIPMENT



FIGURE 4-28: GRIT REMOVAL SYSTEM CONTROL PANEL



4.6.3 Generator Replacement

It is important that the plant still be able to operate during power failures. To accomplish this, the City has two (2) generators for the WRF. The permanently installed generator was installed in 1995. One generator is in the generator building while the other is outside in a trailer. The generator in the trailer was intended to be temporary, so was never installed in the generator building. The generators are reaching the end of their useful life. This project involves replacing both generators and removing the trailer that sits outside of the generator building. A new enclosure will be constructed to house the outside generator. **Figure 4-29** and **Figure 4-30** show the two existing generators.

FIGURE 4-29: WRF EMERGENCY GENERATOR 1



FIGURE 4-30: WRF EMERGENCY GENERATOR 2



4.6.4 Injection Well, Monitoring Wells Cleaning and Inspection/Replacement

Wastewater collected by the City is treated to Advanced Wastewater Treatment (AWT) standards. The City has a City-wide irrigation system so that this highly-treated effluent can be recovered as a beneficial resource in lieu of disposal into the Bana River which is protected by FDEP as an “Outstanding Florida Water” and as an “Aquatic Preserve”. Surface water disposal has a nearly immediate impact on ecosystems. When reclaimed water is used for irrigation, there is a wide range of demands due to seasonal variation. During the wet seasons, reclaimed water produced at the WRF can exceed irrigation demand. To offset this, effluent is discharged via deep well injection to be recovered during dry seasons.

The deep well injects treated reclaimed water into the Lower Floridan Aquifer (LFA) which is composed of limestone of varying porosity. The LFA is separated from the Upper Florida Aquifer (UFA) by the Middle Confining Unit (MCU). The MCU consists of dense clays that effectively limit the flow of water from the LFA to the UFA. The UFA is the primary source of drinking water for Central Florida. To verify that water is not leaching from the LFA to the UFA, monitoring wells are in place to verify the water quality in the UFA.

The injection wells and monitoring wells were installed in 2013. They are aging and reaching the end of their useful life. This project includes replacing the existing gate valve that is currently being used for flow control with a 316 SST ball valve at the underground injection well. All above ground piping also needs to be replaced with stainless steel piping. **Figure 4-31** displays the above ground piping for the injection and monitoring wells.

FIGURE 4-31: INJECTION WELL ABOVE GROUND PIPING



4.6.5 Reuse Ground Storage Tank Inspection and Repairs

As noted above, there is a wide range of demands for reclaimed water due to seasonal variation. To buffer how much reclaimed water is being pumped out to the distribution system, there are four (4) existing ground storage tanks at the WRF to store reclaimed water during low demand. Two (2) 6 million gallon, 200-foot diameter storage tank were built in 1995. The two (2) 1.5 million gallon, 120-foot diameter storage tanks were built in the 1980's. As part of routine maintenance on the ground storage tanks, it is vital that the tanks be inspected for any required repairs. Level 2 tank inspection were performed in 2022 by CROM on all three tanks at the plant.

This project involves implementing the recommended repairs stated by CROM in their inspection reports. CROM's recommendations are provided below, and the complete inspection reports can be found in **Appendix B**.

Tank 1 – 1.5 MG

Wall Mahole

- Prepare surface and recoat sample valve.
- Sandblast and coat manhole frame with a polyamidoamine epoxy.

Liquid Level Indicator

- Prepare surface and recoat upper mechanisms with gel coat.
- Pressure wash the fiberglass float.

Exterior Ladder

- Install a new aluminum ladder and safety door with new hardware.
- Install a TS Safety rail on the new ladder. This is optional as fall protection is not required by OSHA on ladders less than 24 feet tall.

Dome Safety Handrail

- Install or re-attach self-closing gate at the exterior ladder dome landing to comply with OSHA standards.

Dome Access Hatch

- Repair spalled areas by chipping and removing all loose concrete, exposing any corroded steel, and chasing the corroded bars until a minimum of four inches of clean steel is exposed.
- Prepare the exposed steel and concrete surface and apply a cementitious patching material suitable for vertical surfaces and recoat with protective gel coat.
- Prepare surface of the dome access hatch cover and coat with gel coat.

Exterior Tank Dome

- Pressure wash the tank dome to remove dirt, bio-growth, and any foreign material.
- Square off and chip back the concrete of affected areas to provide a minimum depth of ¼" and patch with a polymer modified cementitious surface repair material in conjunction with a bonding epoxy.

Emergency Overflow Openings

- Prepare the surface then square off and chip back the concrete to provide a minimum depth of ¼" and patching with a polymer modified cementitious patching compound in conjunction with a bonding epoxy.
- Prepare the interior precast overflow in the same process as the interior dome.
- If desired by owner for aesthetic purposes and to secure tank contents, install 24/24 Nylon mesh on the openings.

Dome Ventilator

- Prepare surface of the cover and coat with gel coat.
- Repair crack on the curb by squaring off and chipping back the concrete to provide a minimum depth of ¼" and patching with a polymer modified cementitious surface repair material in conjunction with a bonding epoxy.
- If desired by owner for aesthetic purpose and to secure tank contents, install 24/24 Nylon mesh on the base.

Interior Tank Walls

- Perform a destructive investigation of the interior wall where cracks are noted. The destructive investigation should be performed to determine the integrity of the underlying structural elements and shall be conducted in accordance with standards specified in AWWA D110-13, Section 6.4.7.
 - If it is determined that the diaphragm has been compromised, the damaged diaphragm should be repaired to maintain the structural integrity of the tank.
 - If the diaphragm has not been compromised, mechanically remove the efflorescence deposits in these areas and seal the cracks with epoxy.

Interior Piping

- Sandblast and coat the corroded pipes with a rust inhibiting protective epoxy coating.
Note: This is a non-potable tank, and a non-NSF product can be used.

Vortex Breaker

- Pressure wash the vortex plate surface to remove any stains and foreign material.

Tank 2 – 1.5 MG

Exterior Tank Wall

- Due to the findings of the visual inspection and sound testing, CROM recommends a more extensive evaluation of the exterior wall including destructive testing. The destructive testing should include opening a minimum of three exploratory inspection holes on the exterior tank wall to ensure that the underlying prestressing wires have not been compromised. These findings should be compared to the critical design parameters of the wall to determine its integrity. Finally, the findings of this analysis shall drive recommendations for the restoration of the wall.
- Patch the testing areas using a high-modulus, high-strength, structural, epoxy paste adhesive, patch back with fast setting, one component, cementitious vertical and overhead repair mortar. Coat the repaired areas with a matching acrylic emulsion. Note:

There will be color differentiation due to weathering of the original coating system.

Wall Manhole

- Prepare surface and recoat sample valve.
- Sandblast and coat the manhole frame with a Polyamidoamine epoxy.

Liquid Level Indicator

- Prepare surface and recoat upper mechanisms with gel coat.

Exterior Ladder

- Replace lockable gate on the safety cage.

Dome Safety Handrail

- Install or re-attach self-closing gate at the exterior ladder dome landing to comply with OSHA standards and promote safe dome access.

Dome Access Hatch

- Prepare surface of the cover and coat with gel coat.
- Install new control arm assembly at the curb.

Dome Ventilator

- Prepare surface of the cover and coat with gel coat.
- Repair spalling at the curb by squaring off and chipping back the concrete to provide a minimum depth of ¼" and patching with a polymer modified cementitious surface repair material in conjunction with a bonding epoxy.
- If so desired by owner for aesthetic purposes and to secure tank contents, install 24/24 Nylon mesh on the base.

Interior Ladder

- The interior ladder should be immediately taken out of service and properly tagged to comply with OSHA requirements until the deficiencies are corrected.
- Repair fiberglass tube riser by splicing at the top 2 ladder rungs.

Interior Piping

- Sandblast and coat the corroded pipes with a rust inhibiting protective epoxy coating.
Note: This is a non-potable tank, and a non-NSF product can be used.

Interior Tank Dome

- Repair spall by squaring off and chipping back the concrete to provide a minimum depth of ¼" and patching with a polymer modified cementitious surface repair material in conjunction with a bonding epoxy.

Tank 3 – 6.0 MG

Liquid Level Indicator

- Prepare surface and recoat upper mechanisms with gel coat.

Dome Safety Handrail

- Install a self-closing gate at the exterior ladder dome landing to comply with OSHA standards.

Dome Access Hatch

- Prepare surface of the cover and coat with gel coat.
- Reattach or install a new insect barrier.
- Install new control arm assembly and access hatch door at the curb.

Dome Ventilator

- Prepare the interior and exterior surface of the ventilator cover and coat the exterior surface with gel coat.
- Tighten or install new hardware.
- If so desired by owner for aesthetic purposes, install 24/24 Nylon mesh on the base.

Interior Ladder

- The interior ladder should be immediately taken out of service and properly tagged to comply with OSHA requirements until the deficiencies are corrected.
- Install new fiberglass ladder with safety fall protection to comply with OSHA standards.

Interior Piping

- Sandblast and coat the corroded pipes and valves with a rust inhibiting protective epoxy coating. Note: This is a non-potable tank, and a non-NSF product can be used.

Tank 4 – 6.0 MG**Liquid Level Indicator**

- Prepare the surface and recoat upper mechanisms with gel coat.

Dome Safety Handrail

- Install a self-closing gate at the exterior ladder dome landing to comply with OSHA standards.

Dome Access Hatch

- Prepare surface of the fiberglass surrounding the hatch door and coat with gel coat.
- Install new access hatch door and control arm.

Dome Ventilator

- Prepare the interior and exterior surface of the ventilator cover and coat the exterior surface with gel coat.
- Remove foliage and bio-growth from the ventilator.
- Tighten or install new hardware.
- If so desired by owner for aesthetic purposes, install 24/24 Nylon mesh on the base.

Interior Ladder

- The interior ladder should be immediately taken out of service and properly tagged to comply with OSHA requirements until the deficiencies are corrected.
- Install new fiberglass ladder with safety fall protection to comply with OSHA standards.

Interior Piping

- Sandblast and coat the corroded pipes and valves with a rust inhibiting protective epoxy coating. Note: This is a non-potable tank, and a non-NSF product can be used.

4.6.6 Reuse Transfer Pump and High Service Pump Evaluation and/or Replacement

The WRF includes effluent transfer and high service pumps to send flow from the chlorine contact chamber to the reuse ground storage tanks which feed the reclaimed water system and the adjacent golf course lake system. The effluent pumping station includes three vertical turbine pumps each rated 5,600 gallons per minute. The reuse transfer pumps were installed in 2013 as part of the process conversion project. This project includes an evaluation of the reuse transfer pumps and whether they need to be replaced. The existing check valves and isolation valves need to be replaced. **Figure 4-32** and **Figure 4-33** show the existing reuse transfer pumps and high service pumps, respectively.

FIGURE 4-32: WRF REUSE TRANSFER PUMPS



FIGURE 4-33: WRF REUSE HIGH SERVICE PUMPS



4.6.7 Drum Screen Replacement

Larger, non-soluble debris can have damaging effects on downstream processes. To mitigate these effects, the WRF has two drum screens after the post-anoxic basin. The existing Roto-Shear drum screens are over 10 years old and need replacement. This project involves replacing the existing drum screens in kind with new Roto-Shear drum screens. **Figure 4-34** shows the existing Parkson Roto-Shear drum screens.

FIGURE 4-34: WRF DRUM SCREENS



4.6.8 WRF Valve Replacements

There are valves throughout the plant used for isolation and controlling plant flow. Some of these valves are original installs and are not functioning properly. Therefore, there are various valves at the City's WRF that require replacement. The following valves do not function and require replacement:

- Post anoxic valves (below grade effluent plug valves)
- Influent automated sluice gates on fine screens
- Reclaimed valve vaults on GST influent
- 18" bypass valve around effluent disposal site D-001
 - Remove existing 24" diaphragm valve in valve vault with a spool piece.
- Butterfly valves on air drops in biological treatment
- As noted above, flow control gate valve on injection well.
- Remove existing 20" diaphragm valves at GST No. 3 influent valve vault and replace with spool piece.

4.6.9 Disc Filter Replacement

The purpose of the filtration process is to remove fine particles from the wastewater to produce an effluent with a TSS concentration to less than five milligrams per liter. Reducing the solids concentration is not only a permit requirement but is also important to ensure effectiveness of the downstream disinfection system. The plant has an existing traveling bridge filter and existing disc filters. The existing disc filters were installed in 2008 and are reaching the end of their useful life. This project will replace the existing disc filters with Aqua Aerobics disc filters. **Figure 4-35** shows the existing disc filters.

FIGURE 4-35: WRF DISC FILTERS



4.6.10 Cost Estimate

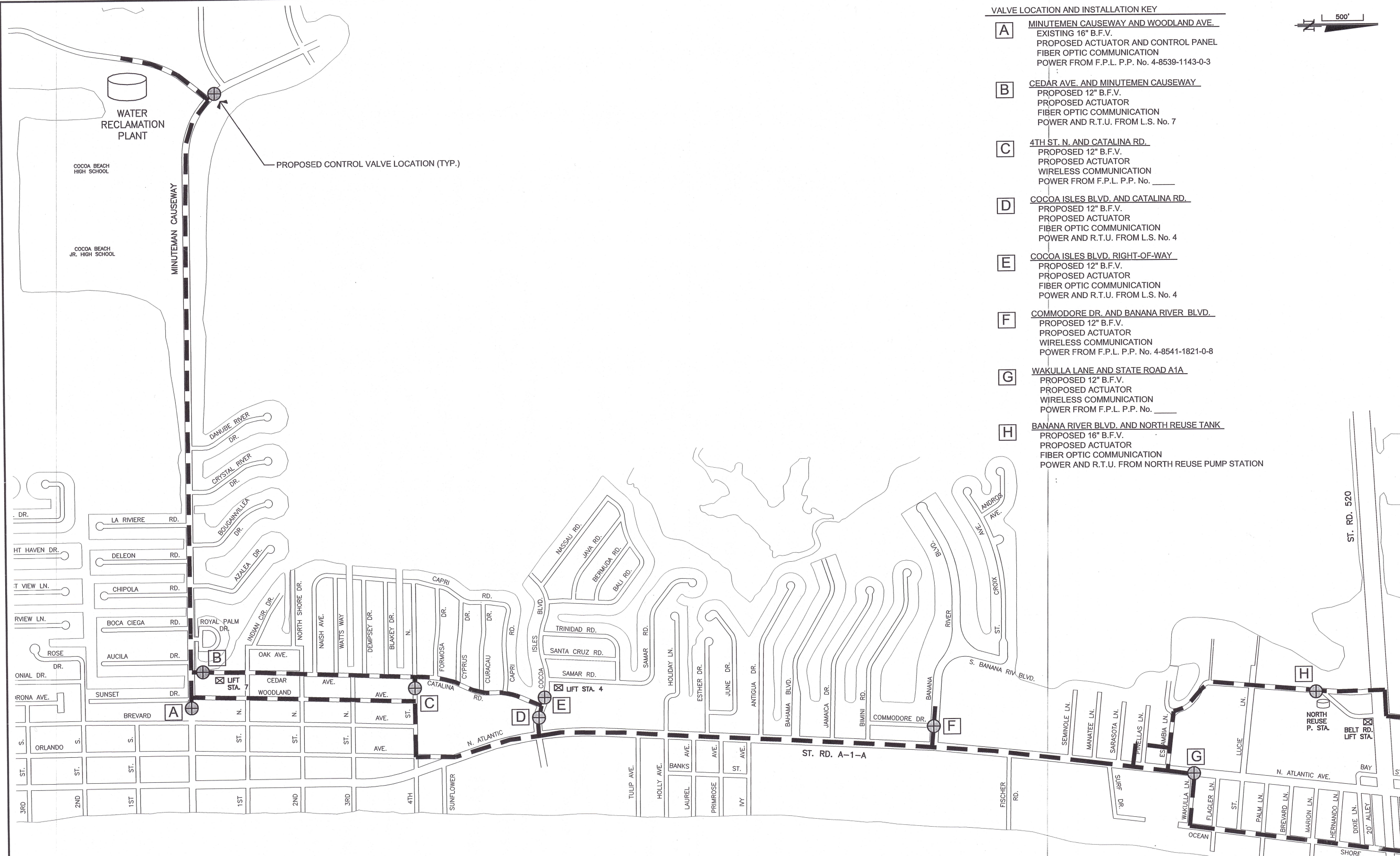
Table 4-16 displays a summary of each WRF Upgrades project and their associated costs.

TABLE 4-16: WRF UPGRADES COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Clarifier Rehabilitation	1	LS	\$2,000,000	\$2,000,000
2	Grit Removal Equipment Replacement	1	LS	\$600,000	\$600,000
3	Generator Replacement	1	LS	\$1,500,000	\$1,500,000
4	Injection Well, Monitoring Wells Cleaning and Inspection/Replacement	1	LS	\$100,000	\$100,000
5	Reuse GST Inspection and Repairs	1	LS	\$100,000	\$100,000
6	Reuse Transfer Pump and High Service Pump Evaluation and/or Replacement	1	LS	\$600,000	\$600,000
7	Drum Screen Replacements	1	LS	\$750,000	\$750,000
8	WRF Valve Replacements	1	LS	\$200,000	\$200,000
9	Disc Filter Replacement	1	LS	\$1,000,000	\$1,000,000
Subtotal					\$6,850,000
20% Contingency					\$1,370,000
Total					\$8,220,000

47 Reclaimed Transmission Automated and Manual Valve Replacement

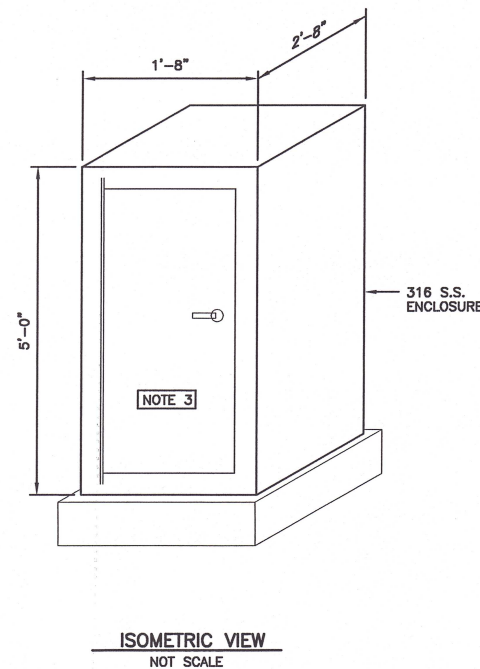
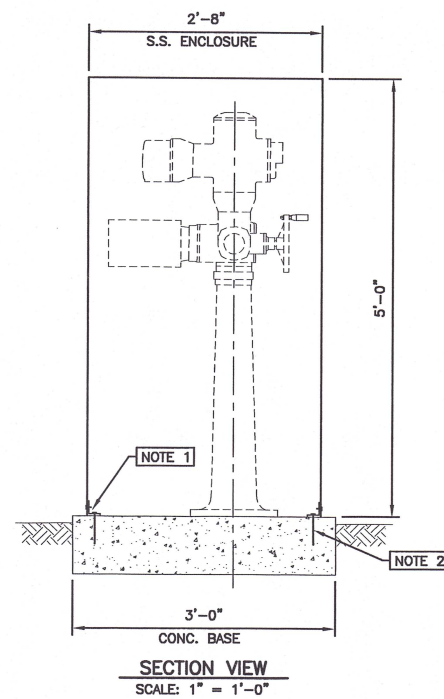
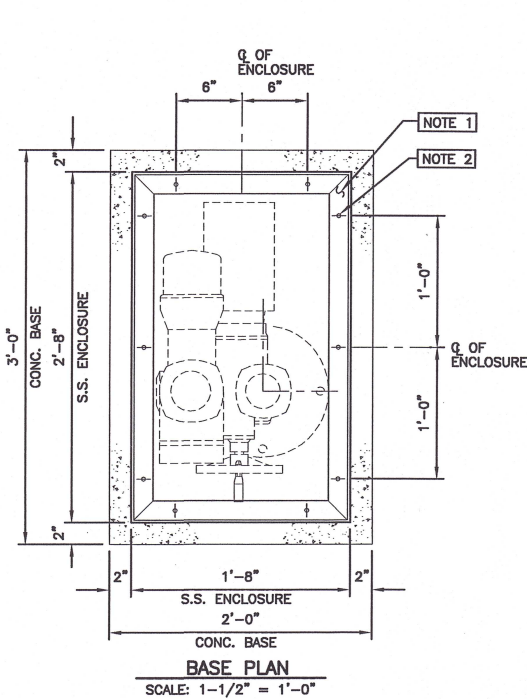
The City has eight (8) motor actuated valves in their reclaimed water transmission network that were installed as part of a Reuse Control Valves Installation project in 2006. Due to aging of the valves, they are now inoperable. This limits the City's ability to isolate portions of their reclaimed transmission network. This project involves a strategic evaluation for possible new automated valves and a manual isolation valve inspection/exercising program. The approximate valve locations are shown in the vicinity map as **Figure 4-36**. The valve and actuator installation details are shown as **Figure 4-37**. It should be noted that it is assumed that the concrete pads over each of the valves will need to be replaced as part of this project.



VALVE LOCATION AND INSTALLATION KEY

- A** MINUTEMEN CAUSEWAY AND WOODLAND AVE.
EXISTING 16" B.F.V.
PROPOSED ACTUATOR AND CONTROL PANEL
FIBER OPTIC COMMUNICATION
POWER FROM F.P.L. P.P. No. 4-8539-1143-0-3
- B** CEDAR AVE. AND MINUTEMEN CAUSEWAY
PROPOSED 12" B.F.V.
PROPOSED ACTUATOR
FIBER OPTIC COMMUNICATION
POWER AND R.T.U. FROM L.S. No. 7
- C** 4TH ST. N. AND CATALINA RD.
PROPOSED 12" B.F.V.
PROPOSED ACTUATOR
WIRELESS COMMUNICATION
POWER FROM F.P.L. P.P. No. _____
- D** COCOA ISLES BLVD. AND CATALINA RD.
PROPOSED 12" B.F.V.
PROPOSED ACTUATOR
FIBER OPTIC COMMUNICATION
POWER AND R.T.U. FROM L.S. No. 4
- E** COCOA ISLES BLVD. RIGHT-OF-WAY
PROPOSED 12" B.F.V.
PROPOSED ACTUATOR
FIBER OPTIC COMMUNICATION
POWER AND R.T.U. FROM L.S. No. 4
- F** COMMODORE DR. AND BANANA RIVER BLVD.
PROPOSED 12" B.F.V.
PROPOSED ACTUATOR
WIRELESS COMMUNICATION
POWER FROM F.P.L. P.P. No. 4-8541-1821-0-8
- G** WAKULLA LANE AND STATE ROAD A1A
PROPOSED 12" B.F.V.
PROPOSED ACTUATOR
WIRELESS COMMUNICATION
POWER FROM F.P.L. P.P. No. _____
- H** BANANA RIVER BLVD. AND NORTH REUSE TANK
PROPOSED 16" B.F.V.
PROPOSED ACTUATOR
FIBER OPTIC COMMUNICATION
POWER AND R.T.U. FROM NORTH REUSE PUMP STATION

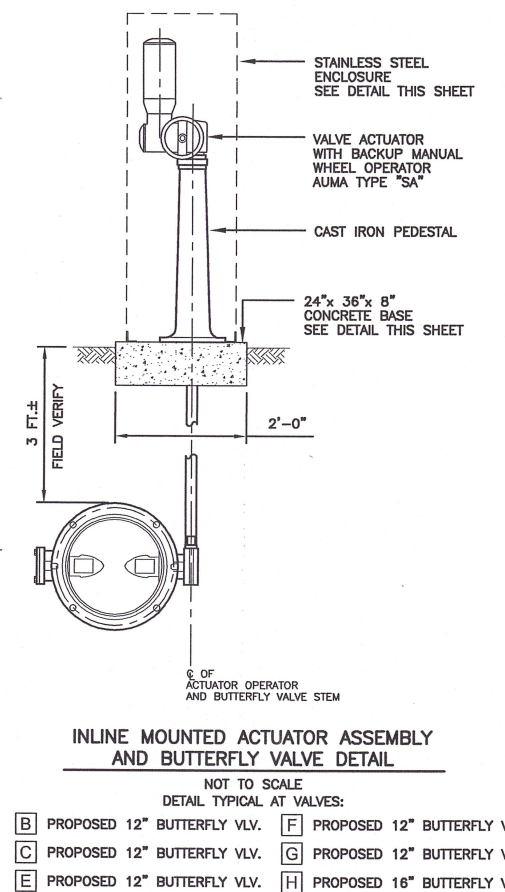
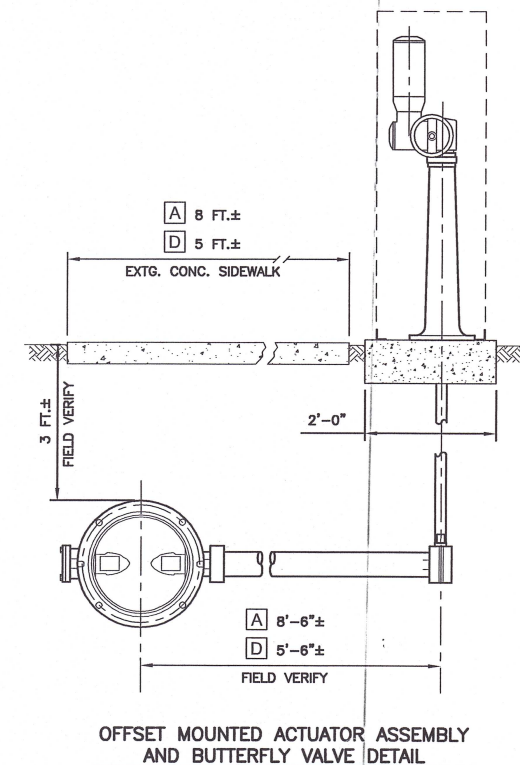
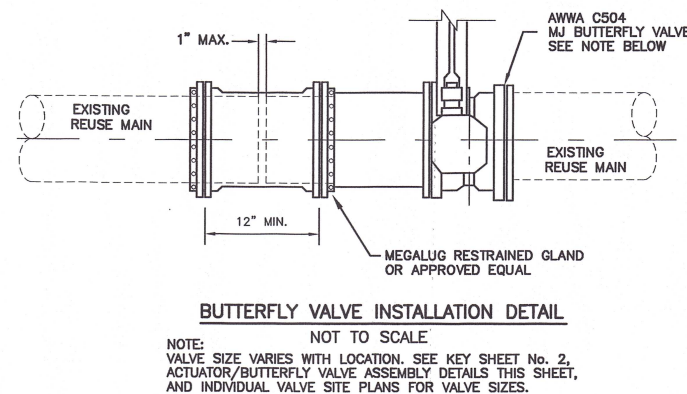
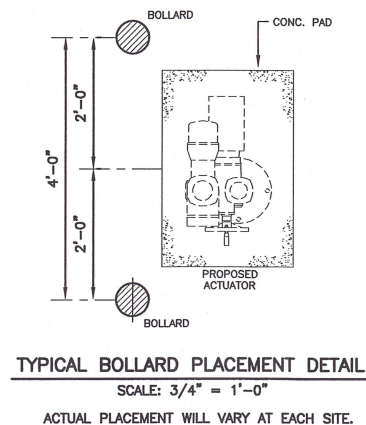
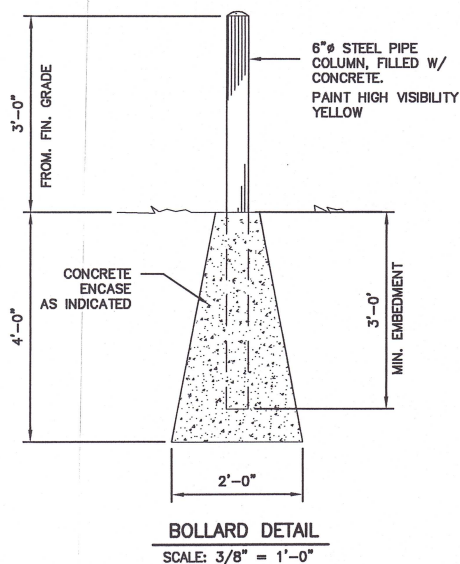
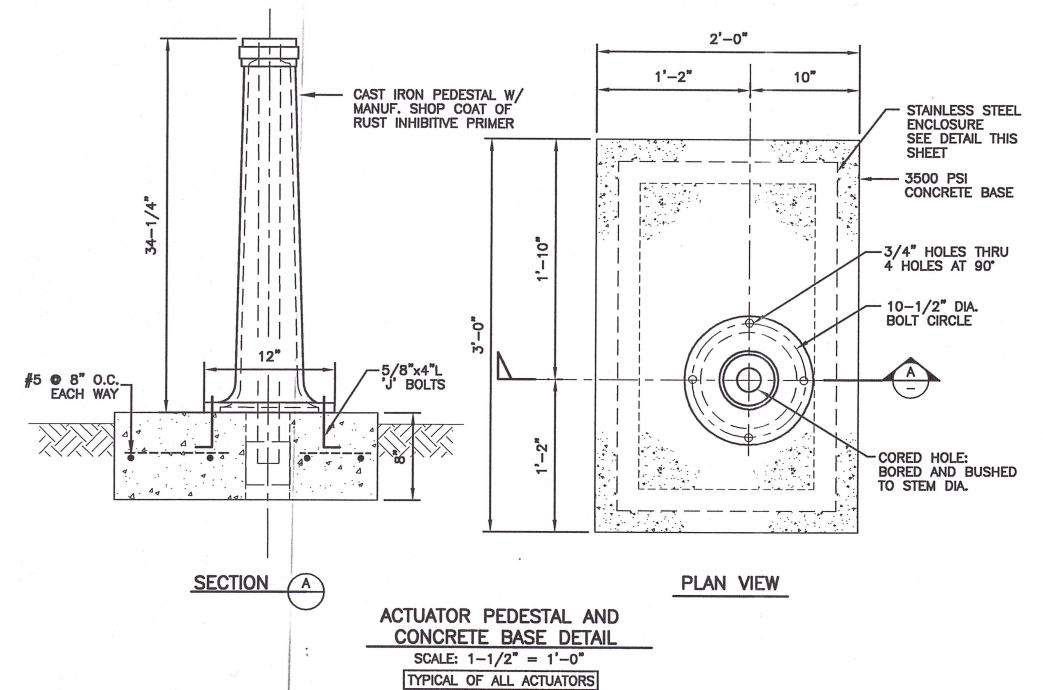
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16 GA. 316 S.S. ACTUATOR ENCLOSURE

TYPICAL OF ALL ACTUATOR ENCLOSURES

- 2"x2" 316 S.S. ANGLE (TYPICAL)
- 3/8"x4" 316 S.S. EXP. ANCHORS TYPICAL OF 10
- 52"H x 24"W LOCKABLE ACCESS DOOR WITH PIANO HINGE.



				QUENTIN L. HAMPTON ASSOCIATES, INC.				CITY OF				REUSE CONTROL VALVE				MECHANICAL DETAILS				RICHARD W. FERNANDEZ, P.E. 14722				DESIGNED		BB		DATE		01-06		SCALE		SHEET NO.							
				CONSULTING ENGINEERS				COCOA BEACH				INSTALLATIONS								MARK A. HAMPTON, P.E. 27391				DRAWN		PEJ		DATE		01-06		AS SHOWN		7							
				FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626				BREVARD COUNTY, FLORIDA												BRADLEY T. BLAIS, P.E. 47130				CHECKED		---		DATE				JOB NO.									
				FAX 386 761-3977																DAVID A. KING, P.E. 50609				APPROVED		---		DATE						OF		9					
NO				BY				P.O. DRAWER 290247				PORT ORANGE, FLORIDA 32129-0247				386 761-6810																									
				REVISIONS																																					
				DATE																																					

4.7.1 Cost Estimate

Table 4-17 shows the cost estimate for this work.

TABLE 4-17: RECLAIMED WATER TRANSMISSION VALVE REPLACEMENT COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Valve Evaluation	1	LS	\$30,000	\$30,000
2	Automated Valve Replacement	1	LS	\$300,000	\$300,000
3	Manual Valve Replacement	1	LS	\$100,000	\$100,000
Subtotal					\$430,000
20% Contingency					\$86,000
Total					\$516,000

48 Reclaimed Water Distribution System Evaluation

On May 21, 2021, the Florida Department of Environmental Protection (FDEP) issued the City a Long Form Consent Order based on an unauthorized discharge that occurred on December 4, 2021 that resulted in the release of 15,000 gallons of treated effluent at 459 Brighwaters Drive in Cocoa Beach, FL of which 11,000 gallons entered the Banana River, a Class III Marine and Outstanding Florida Waters due to a corroded blow-off pipe. This was a violation of Chapter 62-604.130(1), F.A.C. The discharge was reported to the Public Notice of Pollution site under incident #8419 and the State Watch Office under incident #2020-6684. As part of the City's corrective actions, the City was ordered to complete and submit a desktop distribution system risk analysis, to address all areas requiring immediate action as identified in the risk analysis, to complete a Condition Assessment Plan, and to begin to implement the Condition Assessment Plan. Jacobs assisted the City with a reclaimed water system data collection, desktop risk analysis, and condition assessment plan. Jacobs published a Reclaimed Water Distribution System Evaluation and GIS Implementation Plan in November 2021 which satisfied the requirement of performing a desktop reclaimed water distribution system risk analysis and identified pipelines that required immediate action. The immediate action by the City was to conduct the Cocoa Beach Reuse Water Main Condition Assessment completed in October 2022 by Jacobs. Based on these reports and some immediate actions taken by the City, FDEP closed their case against the City of Cocoa Beach. Although the Consent Order was closed, the condition assessment indicated further action was needed by the City to ensure there were no future breaks in the reclaimed water main network.

Within the Reclaimed Water Distribution System Evaluation and GIS Implementation Plan, Jacobs and the City evaluated the reclaimed network by developing a risk score based on the likelihood of failure (LOF) and consequence of failure (COF) for each segment of pipe. The LOF parameter represented the probability of pipe failure based on years since the pipe was installed, the pipe material, the quantity of pipe work orders, and external corrosion potential. The COF parameter represented the consequences to the City and the environment based on pipe diameter (which impacts the volume of a spill), proximity of the pipe to waterways, residential and essential services impact, and financial impact to the City. A risk score was calculated based on multiplying the LOF and COF scores for each of the reclaimed water main segments. The pipe segments were either low risk priority (risk score < 4), medium risk priority (4 < risk score < 16), high risk priority (16 < risk score < 28), or severe risk priority (risk score > 28). There were 14 pipe segments totaling approximately 8.1 miles of pipe that received a severe risk score for which Jacobs recommended immediate action in the form of a condition assessment by the City. Two of the pipe segments, the 10-inch diameter CIP main along Cedar Ave and Cocoa Beach Cswy W has already been replaced as part of a project that began in February 2020, prior to the Consent Order.

Within the Cocoa Beach Reuse Water Main Condition Assessment, Jacobs provides a summary and analysis of the reclaimed water main condition assessment (Tier 1 investigation) that was conducted on some of the pipe segments that obtained severe risk scores in the Reclaimed Water Distribution System Evaluation and GIS Implementation Plan. The Tier 1 investigation is a survey level assessment that identifies areas of concern in the reclaimed water network. The investigation included a data and records review, topside appurtenance inspection, and pipe/soil corrosion surveys. Based on the Tier 1 investigation, Jacobs recommended a Tier 2 evaluation which has not yet occurred.

This project will involve a Tier 2 and Tier 3 condition assessment of the reclaimed water distribution system based on the findings of the Tier 1 investigation along with design and construction of reclaimed

water main rehabilitation and/or replacement. A Tier 2 condition assessment is a more detailed inspection to confirm defect quantity and severity within the areas of concern identified during the Tier 1 assessment. Tier 2 activities include direct assessment of the pipe at accessible pipe locations or excavated test pits. Assessment results will be used to refine the recommendations for preventative maintenance and identify pipe segments that are in need of rehabilitation and/or further evaluation in a Tier 3 assessment. As part of the Tier 2 assessment, it is intended that the City identify, confirm, and test each mainline valve in the reclaimed network for function. The reclaimed water main valves are also to go on a regular interval exercise program. Tier 3 activities include deploying inline inspection tools (i.e. “smart pigs”), dewatering and inspection, and destructive coupons. Results of the Tier 3 assessment will be used directly for detailed design of repairs or rehabilitation.

4.8.1 Cost Estimate

Table 4-18 displays the cost estimate for a tier 2 and tier 3 condition assessment of the reclaimed water distribution system.

TABLE 4-18: RECLAIMED WATER DISTRIBUTION EVALUATION COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Tier 2 Condition Assessment	1	LS	\$100,000	\$100,000
2	Tier 3 Condition Assessment	1	LS	\$200,000	\$200,000
20% Contingency					\$60,000
Total					\$360,000

49 Inflow and Infiltration Abatement Program

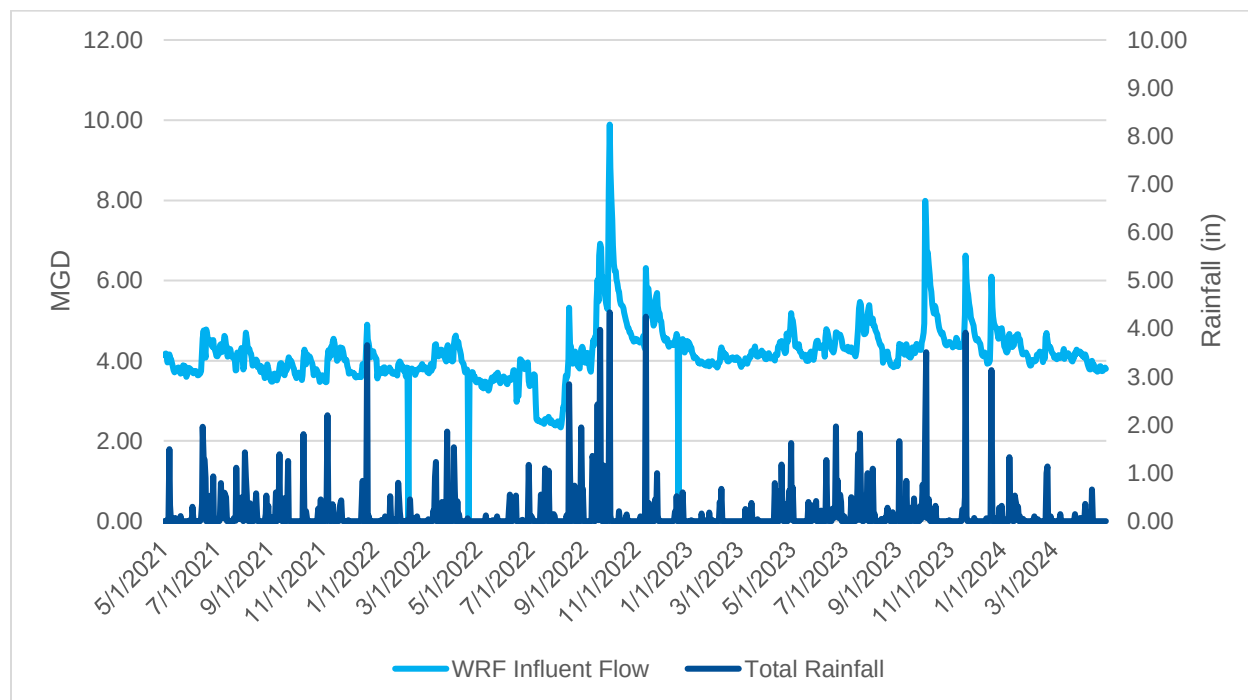
The City of Cocoa Beach (City) has a need to rehabilitate the sanitary sewer, laterals, and manholes by performing necessary repairs to mitigate the sanitary sewer overflows (SSO) observed during Hurricane Ian. Located on a barrier island, the City of Cocoa Beach has a significant flooding problem during severe weather events. With rising tides from the Banana River and storm surge for the Atlantic Ocean, there are times when the City is completely overcome with stormwater with nowhere to send the runoff. 'Hardening' the City's collection system through the rehabilitation of sewer pipes, laterals and manholes is the only true way to mitigate inflow and infiltration. The reality is, the City will always be prone to flood, but by making the sanitary sewer more resilient, the impacts will be more manageable. Below is a picture of a residential street after Hurricane Ian.



This amount of flooding will create inflow from the rainwater and infiltration from the rising groundwater table. The increase flow from I&I can overwhelm the collection system and result in SSOs.

A good indication of inflow in a collection system can be found by comparing rainfall data to influent flow data at the water reclamation facility. If there is I&I, the flow to the plant will increase after rainfall events. **Figure 4-38** displays rainfall data vs. influent flow data over the past three years.

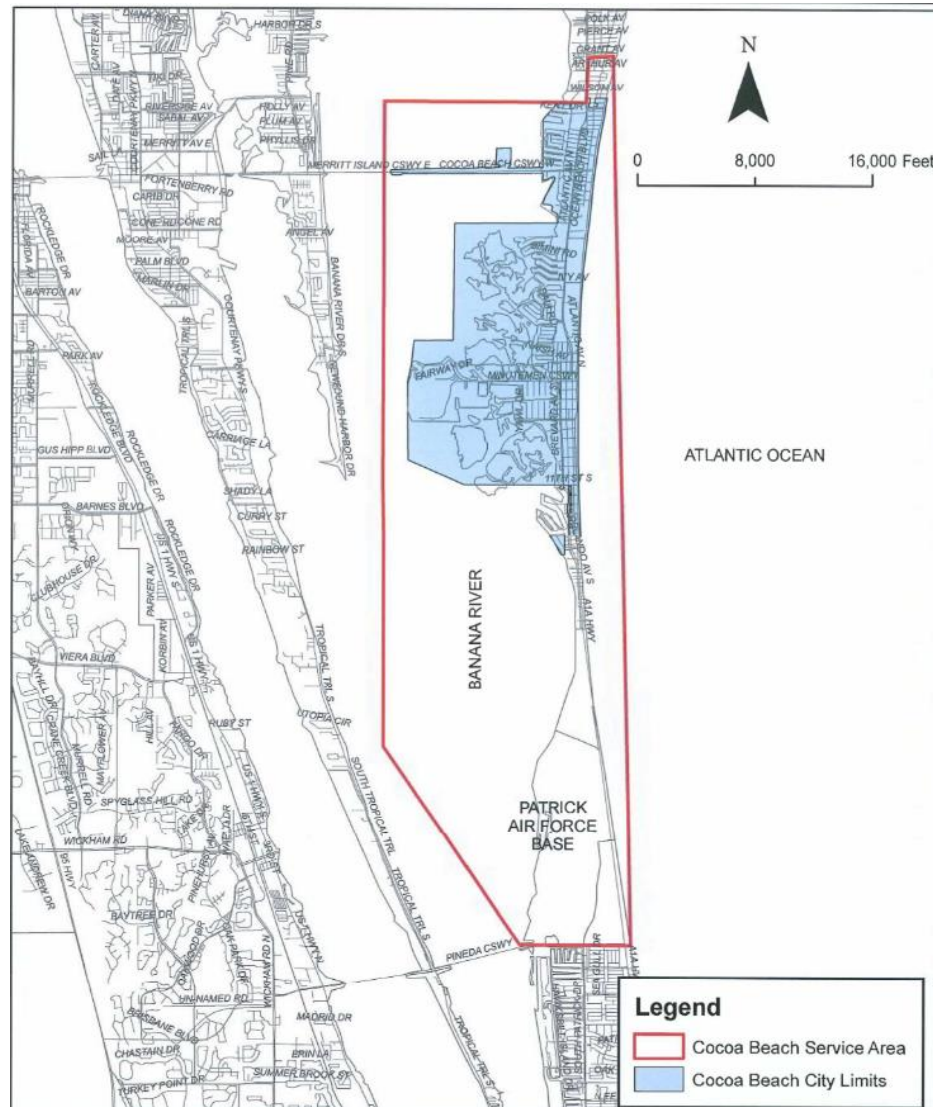
FIGURE 4-38: TOTAL RAINFALL VS. INFLUENT FLOW



As depicted above, there is a strong correlation between rainfall and influent flow. This is a strong indication that the City is susceptible to inflow and needs to be addressed.

In response to the impacts from Hurricane Ian, the City has put in place a find and fix program and an inflow and infiltration (I&I) Abatement Program. Under these programs, the City will perform efforts to inventory and document the condition of the sanitary sewer manholes and inflow point sources. The inflow and infiltration abatement study will include a sanitary sewer evaluation surveys (SSES) phase and an assessment phase as separate work authorizations to assess the need and conceptual construction cost estimates for a series of improvements within the City's sewage collection system. The data collected during the smoke testing and manhole inspection process can be incorporated into a broader GIS mapping update. Performing these investigations and rehabilitation efforts will reduce the impacts on the City's sanitary system provide a more resilient future for the City. See **Figure 4-39** displaying the service area in which the abatement study will be performed.

FIGURE 4-39: COCOA BEACH SERVICE AREA



The SSES phase includes smoke testing of all gravity sewers. Smoke tests will be performed on approximately 301,286 linear feet of collection system with more than 1,110 service laterals to locate and document potential inflow point sources and stormwater cross connections with recommended effective forms of abatement for each inflow source discovered. The SSES recommendations will identify main line and sewer lateral lining recommendations.

The Assessment phase will include a digital assessment of all manholes throughout the City consisting of geolocation for GIS mapping, Level 1 and Level 2 inspections. Inspection services will be performed on 1,059+ manholes with the primary goal of identifying the structures which require some form of repair/rehabilitation. Level 1 inspections entails inventorying and visually inspecting each structure located in the project area. The inventory will include collection of the location utilizing non-survey grade GPS equipment. The visual inspection will include a structural evaluation of the manholes and incoming and outgoing gravity sewer pipes connected to the manholes using 'GoPro' pole mounted camera equipment. The manholes will then be graded using MACP guidelines. Level 2 manhole inspection capture 360-degree imagery of the structure resulting in a digital side scanning effort used to develop

rehabilitation recommendations for each structure. The Level 2 and Level 1 inspections will be performed concurrently. The result of these manhole inspections will be defect documentation that will allow for the preparation of a plan to complete the necessary rehabilitation work and the ability to prioritize the recommended improvements. The defect documentation will include an area map that includes a table that identifies the various forms of repairs to be conducted.

4.9.1 Cost Estimate

Table 4-19 displays the cost estimate associated with the I/I Abatement Study and Implementation.

TABLE 4-19: I/I ABATEMENT STUDY AND IMPLEMENTATION COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Manhole Inspections, Flow Monitoring, and Smoke Testing	1	LS	\$800,000	\$800,000
2	Sanitary Sewer Lining ¹	80,000	LF	\$60	\$4,800,000
3	Lateral Sewer Lining ¹	1,000	EA	\$5,000	\$5,000,000
4	Manhole Rehabilitation ¹	200	EA	\$9,600	\$1,920,000
Subtotal					\$12,520,000
Contingency @ 10%					\$1,252,000
CEI Services 10%					\$1,252,000
Total					\$15,024,000

1. Construction Costs will not be known until after the study is performed, the quantities above are estimations.

5. Summary and Conclusion

The improvements outlined in Section 3 can be separated into three (3) major projects. These projects include:

1. WRF Upgrades
2. Inflow and Infiltration Abatement Study and Implementation
3. Collection System and Reuse Transmission Improvements

5.1 WRF Upgrades

The WRF Plant Upgrades include the following improvements:

- WRF Clarifier Rehabilitation
- Grit Removal System Evaluation and/or Replacement
- WRF Generators Replacement
- Injection Well, Monitoring Wells Cleaning and Inspection/Replacement
- Reuse Ground Storage Tank Inspection and Repairs
- Reuse Transfer Pump Evaluation and/or Replacement
- Drum Screen Replacement
- WRF Valve Replacements
- Disc Filter Replacement

The cost estimate for the WRF Upgrades project is displayed in **Table 5-1**.

TABLE 5-1: WRF UPGRADES COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Clarifier Rehabilitation	1	LS	\$2,000,000	\$2,000,000
2	Grit Removal System Replacement	1	LS	\$600,000	\$600,000
3	Generator Replacement	1	LS	\$1,500,000	\$1,500,000
4	Injection Well, Monitoring Wells Cleaning and Inspection/Replacement	1	LS	\$100,000	\$100,000
5	Reuse GST Inspection and Repairs	1	LS	\$100,000	\$100,000
6	Reuse Transfer Pump Evaluation/Replacement	1	LS	\$600,000	\$600,000
7	Drum Screen Replacements	1	LS	\$750,000	\$750,000
8	WRF Valve Replacements	1	LS	\$200,000	\$200,000
9	Disc Filter Replacement	1	LS	\$1,000,000	\$1,000,000
Subtotal					\$6,850,000
20% Contingency					\$1,370,000
Total					\$8,220,000

52 Inflow and Infiltration Abatement Study and Implementation

The I/I Abatement Study and Implementation would include the following items:

- Manhole Inspections, Flow Monitoring, and Smoke Testing
- Sanitary Sewer Lining
- Lateral Sewer Lining
- Manhole Rehabilitation

The cost estimate for the I/I Study and Implementation project is displayed in **Table 5-2**.

TABLE 5-2: I/I ABATEMENT STUDY AND IMPLEMENTATION COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Manhole Inspections, Flow Monitoring, and Smoke Testing	1	LS	\$800,000	\$800,000
2	Sanitary Sewer Lining ¹	80,000	LF	\$60	\$4,800,000
3	Lateral Sewer Lining ¹	1,000	EA	\$5,000	\$5,000,000
4	Manhole Rehabilitation ¹	200	EA	\$9,600	\$1,920,000
Subtotal					\$12,520,000
Contingency @ 10%					\$1,252,000
CEI Services 10%					\$1,252,000
Total					\$15,024,000

1. Construction Costs will not be known until after the study is performed, the quantities above are estimations.

53 Collection System and Reuse Transmission Improvements

The Collection System and Reuse Transmission Improvements include the following items:

- Lift Station Upgrades
- A1A Gravity Sewer Crossover
- Lift Station #5 Odor Control Project
- Port Canaveral Sewage Force Main (FM)
- Patrick Air Force Base (PAFB) Sewage Force Main (FM)
- Reclaimed Transmission Automated and Manual Valve Replacement
- Reclaimed Water Distribution System Evaluation

The cost estimate for the Collection System and Reuse Transmission Improvements project is displayed in **Table 5-3**.

TABLE 5-3: COLLECTION SYSTEM AND REUSE TRANSMISSION IMPROVEMENTS COST ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Lift Station Upgrades	1	LS	\$3,516,000	\$3,516,000
2	A1A Gravity Sewer Crossover	1	LS	\$900,000	\$900,000
3	Lift Station #5 Odor Control	1	LS	\$600,000	\$600,000
4	Port Canaveral Sewage Force Main	1	LS	\$293,000	\$293,000
5	PAFB Sewage Force Main	1	LS	\$810,000	\$810,000
6	Reclaimed Transmission Valve Replacement	1	LS	\$516,000	\$516,000
7	Reclaimed Water Distribution System Evaluation	1	LS	\$360,000	\$360,000
Subtotal					\$6,995,000
20% Contingency					\$1,399,000
Total					\$8,394,000

6. Capital Finance Plan

The Florida Department of Environmental Protection's (FDEP) SRF is expected to be the financing source for the project. The CFP can be found in Appendix A.

Appendix A – Capital Financing Plan

CAPITAL FINANCING PLAN

City of Cocoa Beach

(Project Sponsor)

Wayne Carragino, City Manager

(Authorized Representative and Title)

1600 Minuteman Causeway Cocoa Beach, FL 32931

(City, State, and Zip Code)

Sheryl Parsons, Funding Practice Leader

(Capital Financing Plan Contact, Title and Telephone Number)

4401 Eastport Parkway

(Mailing Address)

Port Orange, FL 32127

(City, State, and Zip Code)

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are N/A (100% Principal Forgiveness)
(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

Estimate of Proposed SRF Loan Debt Service

Capital Cost*	<u>\$15,024,000</u>
Loan Service Fee (2% of capital cost)	<u>N/A (100% Principal Forgiveness)</u>
Subtotal	<u>\$15,024,000</u>
Capitalized Interest**	<u>\$0</u>
Total Cost to be Amortized	<u>\$0</u>
Interest Rate***	<u>0%</u>
Annual Debt Service	<u>\$0</u>
Annual Debt Service Including Coverage Factor****	<u>\$0</u>

* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.

** Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.

*** 20 GO Bond Rate times Affordability Index divided by 200.

**** Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

#1 CW SRF 050630 Coverage % 15 Insured (Yes/No)	#2CW SRF 050630 Coverage % 15 Insured (Yes/No)	#3Refunding Note, Series 2014B Coverage % Insured (Yes/No)
#4 WW Utility Rev Bond, Series 2020 Coverage % Insured (Yes/No)	#5 Capital Equipment Lease Coverage % Insured (Yes/No)	#6 Coverage % Insured (Yes/No)

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**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

	FY2022	FY2023
(a) Operating Revenues (Identify)		
Charges for Services	<u>\$8,113,786</u>	<u>\$7,956,036</u>
Other Operating Revenues	<u>\$58,647</u>	<u>\$126,375</u>
(b) Interest Income	<u>\$2,131</u>	<u></u>
(c) Other Incomes or Revenues (Identify)		
Investment Earnings	<u>\$2,794</u>	<u>\$384,392</u>
Connection Fees	<u>\$51,686</u>	<u>\$174,224</u>
(d) Total Revenues	<u>\$8,229,044</u>	<u>\$8,641,027</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$4,950,717</u>	<u>\$4,012,648</u>
(f) Net Revenues (f = d – e)	<u>\$3,278,327</u>	<u>\$4,628,379</u>
(g) Debt Service (including coverage) Excluding SRF Loans	<u>\$1,944,184</u>	<u>\$2,033,507</u>
(h) Debt Service (including coverage) for Outstanding SRF Loans	<u>\$367,933</u>	<u>\$367,933</u>
(i) Net Revenues After Debt Service (i = f – g – h)	<u>\$966,210</u>	<u>\$2,226,939</u>

Source: Cocoa Beach Audited Financial Report FY 2022 and FY 2023

Notes:

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**

(Begin with the fiscal year preceding first anticipated semiannual loan payment)

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
(a) Operating Revenues (Identify)					
Charges for Service	\$8,976,400	\$9,425,220	\$9,896,481	\$10,391,305	\$10,770,870
Other Operating Revenues	\$51,000	\$53,550	\$56,228	\$59,039	\$61,991
(b) Interest Income	\$77,000				
(c) Other Incomes or Revenues (Identify)					
Connection Fees	\$150,000	\$157,500	\$165,375	\$173,644	\$177,226
(d) Total Revenues	<u>\$9,254,400</u>	<u>\$9,636,270</u>	<u>\$10,118,084</u>	<u>\$10,623,988</u>	<u>\$11,013,187</u>
(e) Operating Expenses ¹	\$5,628,594	\$5,910,024	\$6,205,525	\$6,515,801	\$6,841,591
(f) Net Revenues (f = d - e)	<u>\$3,625,806</u>	<u>\$3,726,246</u>	<u>\$3,912,559</u>	<u>\$4,108,187</u>	<u>\$4,171,596</u>
(g) Existing Debt Service on Non-SRF Projects (including coverage)	\$1,707,684	\$1,708,522	\$1,706,990	\$1,709,112	\$1,700,117
(h) Existing SRF Loan Debt Service (including coverage)	\$367,933	\$367,933	\$367,933	\$367,933	\$367,933
(i) Total Existing Debt Service (i = g + h)	<u>\$2,075,617</u>	<u>\$2,076,455</u>	<u>\$2,074,923</u>	<u>\$2,077,045</u>	<u>\$2,068,050</u>
(j) Projected Debt Service on Non-SRF Future Projects (including coverage)					
(k) Projected SRF Loan Debt Service (including coverage)					
(l) Total Debt Service (Existing and Projected) (l = i + j + k)	<u>\$2,075,617</u>	<u>\$2,076,455</u>	<u>\$2,074,923</u>	<u>\$2,077,045</u>	<u>\$2,068,050</u>
(m) Net Revenues After Debt Service (m = f - l)	<u>\$1,550,189</u>	<u>\$1,649,791</u>	<u>\$1,837,636</u>	<u>\$2,031,142</u>	<u>\$2,103,546</u>

Source: Utility Rate Assessment, Resolution 2023-06, 2024 Annual Budget, Current Rate Structure

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.
2. Per the 2024 Annual Budget, pg A-7, "Based on the results of the 2023 Utility Rate Assessment, Resolution 2023-06, (rates will increase) by 20% in FY2024, and by 20% in FY2025 and FY2026.
3. The projections are conservative and do not reflect the 20% increase. See attached schedule for calculations. Prior to COVID, revenues increased 4.6% per year, on average. Expenses either went up or down by 5%, and net at close no change.

CERTIFICATION

I, Patrishia Draycott, certify that I have reviewed the information
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this
information accurately reflects the financial capability of the City of Cocoa Beach
Project Sponsor

I further certify that the City of Cocoa Beach has the financial capability to ensure
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.



Signature



Date

RESOLUTION NO. 2026-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) CLEAN WATER STATE REVOLVING FUND (CWSRF), ADOPTION OF THE CITY OF COCOA BEACH WATER RECLAMATION FACILITY PLAN UPDATE, EFFECTIVE THIS 16TH DAY OF JULY, 2026.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and Florida Administrative Code requires the formal authorization by the City Commission to formally adopt a facility plan outlining necessary wastewater system improvements to comply with State of Florida funding requirements; and,

WHEREAS, formal adoption of the proposed Facility Plan is required for the City of Cocoa Beach to participate in the Clean Water State Revolving Fund Program; and,

WHEREAS, the City Commission of the City of Cocoa Beach, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purposes of improving and maintaining the wastewater collection and transmission system and the Water Reclamation Facility;

NOW, THEREFORE, BE IT RESOLVED that City Commission of the City of Cocoa Beach, Florida formally approves and adopts the City of Cocoa Beach Water Reclamation Facility Plan as written and presented to the City Commission on this 16th day of July, 2026.

SECTION 1. FINDINGS

The foregoing findings are incorporated herein by reference and made a part hereof.

The City of Cocoa Beach, Florida, is authorized to approve the proposed Facility Plan.

The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

The City Manager is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater improvements. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The City Manager is authorized to delegate responsibility to appropriate City Staff to carry

out technical, financial, and administrative activities associated with the Facility Plan.

The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. EFFECTIVE DATE

This Resolution shall take effect upon its approval and adoption by the City Commission.

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

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

ATTEST:

Ayes: _____
Nays: _____
Absent or
Abstaining: _____

Karin Grooms
City Clerk

Keith Capizzi
Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Taylor Mottolo, Project Manager

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Approve the Review Committee's recommendation and authorize staff to negotiate a contract with Tetra Tech, who will be primary, and Debris Tech, who will be a contracted backup, under RFP CB26-010 Disaster Debris Monitoring Services. Costs will only be incurred for services rendered.

Staff Representative: Taylor Mottolo, Project Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item.

BACKGROUND:

The City's current Disaster Debris Monitoring Services Agreement with Tetra Tech expires on July 31, 2026. To ensure the continued availability of disaster debris monitoring services, the City issued RFP CB26-010, Disaster Debris Monitoring Services, on May 24, 2026.

The selected contractors will provide disaster debris monitoring services and related technical assistance on an as-needed basis. Services include monitoring debris removal, reduction, and lawful disposal activities; documenting contractor operations and debris quantities; supporting compliance with applicable local, state, and federal requirements; and maintaining documentation necessary to support reimbursement of eligible disaster-related costs.

The Review Committee evaluated proposals submitted by two responsive and responsible proposers, DebrisTech and Tetra Tech, in accordance with the evaluation criteria established in the RFP. Based on the evaluation results, the Review Committee unanimously recommends authorizing staff to negotiate and execute contracts with Tetra Tech as the primary contractor and DebrisTech as the secondary contractor.

Establishing primary and secondary contracts provides the City with continuity of services and additional response capacity following a debris-generating event. If the primary contractor is unavailable, unable to meet the City's required response timeframes, or lacks sufficient capacity to support the City's needs, the City may activate the secondary contractor to ensure uninterrupted monitoring services and maintain the documentation and oversight necessary to support compliance and reimbursement eligibility.

DISASTER DEBRIS MONITORING SERVICES

Item	Description
1	Lead Monitors: Assist in setting-up and manning the DMS. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.
2	Site Monitors: Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be off-loaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.
3	Field Monitors: Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for corrective action.
4	Certification Technicians: Measure, photograph, certify and re-certify the total cubic yard capacity of each collection hauler.
5	Clerical Staff Coordinator: Set-up FEMA documentation spreadsheets and update daily. Maintain and distribute to City staff the daily "Hurricane (insert name) Storm Debris Collection Data Report." Provide collection status and other information to FEMA personnel as needed. Manage City staff documentation, i.e. timecards; sign-in sheets; field supplies and equipment; provide reporting site assignments; assign cellular phones to City recovery staff; assign vehicles; provide instructions and guidelines to each Field Monitor; oversee the other assisting clerical staff.
6	Clerical Staff Assistants: Process the previous day's Field Monitors daily reporting sheets; post the City wall map with the previous day's collection locations; tally up the previous day's collection totals; calculate the Monitors time worked and fill out the timecards to be signed by the monitors at a later date; and track the vehicles.
	GIS Analyst
	Data Manager

Price Adjustments Year 2 - 5 (Not to exceed annual CPI)
Percentage Adjustment for Year 2
Percentage Adjustment for Year 3
Percentage Adjustment for Year 4
Percentage Adjustment for Year 5

Debris Tech	Tetra Tech+	Unit
\$ 75.00	\$ 70.00	HR
\$ 45.00	\$ 36.50	HR
\$ 45.00	\$ 36.50	HR
\$ 75.00	\$ 49.00	HR
\$ 65.00	\$ -	HR
\$ 55.00	\$ 40.00	HR
\$ -	\$ 55.00	HR
\$ -	\$ 60.00	HR
\$ 360.00	\$ 347.00	

3.00	2.5	%
3.00	2.5	%
3.00	2.5	%
3.00	2.5	%

Item #	ITEM DESCRIPTION
1	Dump Truck, 16-20 yd ³ capacity, with Operator
2	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator
3	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)
4	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone
5	Track Hoe Excavator, 2-3 yd ³ bucket with operator
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator
7	Debris collection, removal and transportation of uncontaminated vegetation to Brevard County landfill or another acceptable site.
7A	Disposal of uncontaminated vegetation at another acceptable site.
8	Debris collection, removal and transportation of construction and demolition OR mixed hurricane generated debris to Brevard County landfill or another acceptable site.
8A	Disposal of construction and demolition OR mixed hurricane generated debris at another acceptable site.
9	Vegetation consolidation and reduction (green waste grinding)
9A	Removal and transportation of reduced vegetation from DMS location to Brevard County landfill.
10	Overhead clearings of hanging tree limbs 2" or greater in diameter
10A	Removal of hazardous leaning tree 6-8" DBH
10B	Removal of hazardous leaning tree 12-24" DBH
10C	Removal of hazardous leaning tree 24" and above DBH
11	Stump removal – 24-36" measured 24" above the ground and with 50% or more of the root ball exposed.
11A	Stump removal – 37-48" measured 24" above the ground and with 50% or more of the root ball exposed.
11B	Stump removal – 49" and above, measured 24" above the ground and with 50% or more of the root ball exposed.
12	2 each Portable toilets & services 2 times per week
13	Tipping Fees/Disposal Costs – shall be billed DIRECT to the City by the Brevard County landfill
14	Dead Animal Carcasses – as identified and directed by the City, the Contractor shall collect and haul dead animal carcasses, including but not limited to, dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.
15	Fill Dirt – as identified and directed by the City, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
16	White goods – the Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws. Cost is included in cubic yard price for Debris Removal & Recovery.
17	Freon Recovery – the Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
18	Training and Assistance sessions for all key City personnel in all disaster debris recovery planning efforts, as requested.

19	<u>Preliminary Damage Assessment</u> to include determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.
20	<u>Mobilization and Demobilization</u> – all arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
21	<u>Mobile Command Unit</u> – the Contractor shall provide use of a mobile command unit for City debris recovery management personnel to serve as a field operations command center.
22	<u>Temporary Storage of Documents</u> – the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
23	<u>Debris Planning Efforts</u> – the Contractor shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities and emergency action plans for debris clearance following a disaster event.
24	<u>Closure and Remediation of the TDSRS</u> – the Contractor shall remove all Contractor's equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of in a Class I landfill if contamination is NOT found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.
25	<u>Reporting and Documentation</u> – the Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document the Disaster Debris Removal & Recovery.
26	<u>Travel and Per Diem Costs</u> – the City will NOT pay for any travel or per diem costs incurred by the Contractor
27	<u>Disposal costs</u> : (City reserves option not to use Brevard County landfill.)
28	<u>Bonds</u> - Cost for Payment & Performance Bonds in the amount of \$500,000.00 each
29	1-day annual Training/Planning Session, maximum 8-hour day
30	Collection, removal and transportation of white goods to Brevard County landfill.
30A	Collection, removal and transportation of white goods to an approved DMS location.
31	Collection, removal and transportation of HHW to Brevard County landfill.
31A	Collection, removal and transportation of HHW to an approved DMS location.

<u>Price Adjustments Year 2 – 5 (Not to exceed annual CPI)</u>	
Percentage Adjustment for Year 2	
Percentage Adjustment for Year 3	
Percentage Adjustment for Year 4	

Percentage Adjustment for Year 5

DISASTER DEBRIS REMOVAL & RECOVER

Phillips	Looks Great Services	Aftermath Disaster Recovery	Crowder Gulf
\$ 165.00	\$ 135.00	\$ 170.00	\$ 150.00
\$ 145.00	\$ 165.00	\$ 150.00	\$ 185.00
\$ 130.00	\$ 95.00	\$ 115.00	\$ 95.00
\$ 80.00	\$ 75.00	\$ 105.00	\$ 75.00
\$ 135.00	\$ 195.00	\$ 170.00	\$ 185.00
\$ 115.00	\$ 125.00	\$ 115.00	\$ 140.00
\$ 11.25	\$ 11.00	\$ 18.90	\$ 18.25
\$ 8.25	\$ 8.75	\$ 8.25	\$ 14.95
\$ 13.50	\$ 12.00	\$ 18.90	\$ 18.25
\$ 9.00	\$ 9.25	\$ 8.25	\$ 14.95
\$ 5.25	\$ 4.50	\$ 4.50	\$ 5.85
\$ 7.50	\$ 7.85	\$ 5.50	\$ 6.95
\$ 120.00	\$ 90.00	\$ 80.00	\$ 80.00
\$ 120.00	\$ 110.00	\$ 95.00	\$ 120.00
\$ 350.00	\$ 250.00	\$ 175.00	\$ 350.00
\$ 600.00	\$ 620.00	\$ 315.00	\$ 550.00
\$ 350.00	\$ 400.00	\$ 275.00	\$ 325.00
\$ 425.00	\$ 450.00	\$ 275.00	\$ 500.00
\$ 500.00	\$ 500.00	\$ 400.00	\$ 625.00
\$ 500.00	\$ 200.00	\$ 1,150.00	\$ 100.00
TRUE	N/A	TRUE	TRUE
\$ 1.00	\$ 4.00	\$ 16.00	\$ 1.50
\$ 25.00	\$ 15.00	\$ 65.00	\$ 16.00
TRUE	SEE 34/34A	TRUE	TRUE
\$ 25.00	\$ 25.00	\$ 95.00	\$ 30.00
TRUE	\$ 0.01	TRUE	TRUE

TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 2,000.00	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
	Veg/Wood Chips \$49.38, C&D \$38.47, Trash \$36.42	Passthrough	Passthrough
\$ 2,000.00	\$ 0.01	\$ -	\$ -
\$ -	\$ 0.01	\$ -	\$ 250.00
\$ 62.00	\$ 75.00	\$ 50.00	\$ 60.00
\$ 62.00	\$ 50.00	\$ 50.00	\$ 50.00
\$ 2,500.00	\$ 3,000.00	\$ 1,600.00	\$ 12,000.00
\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 8,000.00
<i>\$ 10,964.75</i>	<i>\$ 11,132.45</i>	<i>\$ 7,130.30</i>	<i>\$ 23,966.70</i>

3.00	2.00	3.00	4.00
3.00	2.00	3.00	4.00
3.00	2.00	3.00	4.00

3.00	2.00	3.00	4.00
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ERY

DRC	CTC Disaster Response	Garner	Grubbs Emergency Services
\$ 135.00	\$ 120.00	\$ 165.00	\$ 75.00
\$ 185.00	\$ 150.00	\$ 185.00	\$ 75.00
\$ 130.00	\$ 120.00	\$ 180.00	\$ 200.00
\$ 85.00	\$ 65.00	\$ 125.00	\$ 75.00
\$ 175.00	\$ 165.00	\$ 180.00	\$ 90.00
\$ 150.00	\$ 130.00	\$ 300.00	\$ 125.00
\$ 10.98	\$ 8.25	\$ 8.25	\$ 10.00
\$ 10.48	\$ 7.45	\$ 8.25	\$ 10.00
\$ 11.98	\$ 9.95	\$ 8.75	\$ 10.00
\$ 11.48	\$ 8.45	\$ 8.75	\$ 10.00
\$ 4.64	\$ 5.25	\$ 3.25	\$ 4.75
\$ 5.98	\$ 5.50	\$ 4.75	\$ 5.00
\$ 110.00	\$ 95.00	\$ 80.00	\$ 90.00
\$ 45.00	\$ 200.00	\$ 90.00	\$ 100.00
\$ 125.00	\$ 200.00	\$ 115.00	\$ 175.00
\$ 175.00	\$ 200.00	\$ 125.00	\$ 225.00
\$ 100.00	\$ 50.00	\$ 125.00	\$ 200.00
\$ 150.00	\$ 50.00	\$ 125.00	\$ 310.00
\$ 200.00	\$ 100.00	\$ 125.00	\$ 400.00
\$ 0.01	\$ 10.00	\$ 1.00	\$ 800.00
TRUE	TRUE	TRUE	TRUE
\$ 2.00	\$ 0.50	\$ 1.00	\$ 10.00
\$ 30.00	\$ 30.00	\$ 15.00	\$ 10.00
TRUE	TRUE	TRUE	TRUE
\$ 25.00	\$ 30.00	\$ 55.00	\$ 25.00
TRUE	TRUE	TRUE	TRUE

TRUE	TRUE	TRUE	\$ 500.00
TRUE	TRUE	TRUE	\$ 100.00
TRUE	TRUE	TRUE	\$ 100.00
TRUE	TRUE	TRUE	\$ 25.00
TRUE	TRUE	TRUE	\$ 500.00
TRUE	TRUE	TRUE	\$ 0.25
TRUE	TRUE	TRUE	\$ 200.00
TRUE	TRUE	TRUE	TRUE
Passthrough	Passthrough	Passthrough	
\$ 0.01	\$ -	\$ 1.00	\$ -
\$ 0.01	\$ -	\$ 1.00	\$ 125.00
\$ 50.00	\$ 30.00	\$ 50.00	\$ 35.00
\$ 45.00	\$ 30.00	\$ 50.00	\$ 35.00
\$ 55.00	\$ 700.00	\$ 26.00	\$ 40.00
\$ 55.00	\$ 700.00	\$ 26.00	\$ 38.00
<i>\$ 2,082.57</i>	<i>\$ 3,220.35</i>	<i>\$ 2,188.00</i>	<i>\$ 4,733.00</i>

3.00	2.50	1.00	3.00
3.00	2.50	1.00	3.00
3.00	2.50	1.00	3.00

3.00	2.50	1.00	3.00
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TFR	Southern Disaster Recovery	UNIT
\$ 165.00	\$ 112.00	HR
\$ 160.00	\$ 165.00	HR
\$ 120.00	\$ 84.00	HR
\$ 70.00	\$ 59.00	HR
\$ 175.00	\$ 162.00	HR
\$ 125.00	\$ 135.00	HR
\$ 10.95	\$ 9.75	CY
\$ 8.95	\$ 8.25	CY
\$ 12.95	\$ 9.75	CY
\$ 10.95	\$ 8.75	CY
\$ 4.15	\$ 4.90	CY
\$ 5.50	\$ 6.80	CY
\$ 115.00	\$ 92.00	EA
\$ 150.00	\$ 105.00	EA
\$ 265.00	\$ 290.00	EA
\$ 395.00	\$ 405.00	EA
\$ 275.00	\$ 125.00	EA
\$ 375.00	\$ 275.00	EA
\$ 475.00	\$ 490.00	EA
\$ 1,700.00	\$ 495.00	MONTH
TRUE	TRUE	INITIAL ONLY
\$ 2.00	\$ 1.25	LB
\$ 29.00	\$ 16.00	CY
TRUE	TRUE	INITIAL ONLY
\$ 65.00	\$ 52.00	EA
TRUE	TRUE	INITIAL ONLY

TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
	Passthrough	
\$ 3,500.00	\$ 10.00	Each
\$ -	\$ 50.00	Per Hour
\$ 65.00	\$ 51.00	EA
\$ 65.00	\$ 47.00	EA
\$ 195.00	\$ 1,750.00	TN
\$ 185.00	\$ 800.00	TN
\$ 8,724.45	\$ 5,819.45	

0.00	2% OR CPI	%
2.00	2% OR CPI	%
2.00	2% OR CPI	%

2.00	2% OR CPI	%
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		Debris Tech					Tet	
Description	Maximum Points	Baker	Grimes	Kalsow	Mundine	Zuhlike	Baker	Grimes
Responsiveness of the proposal related to the Scope of Work (i.e. Approach & Methodology)	5	5	4	5	5	5	5	5
The quality, availability and adaptability of the supplies or contractual services to the particular use required. i.e. Equipment & manpower available for Use With This Contract & Service as stated herein	5	5	5	5	5	5	5	5
Proposer has ability, capability and skill to perform the contract	5	4	5	5	5	5	5	5
Quality & quantity of performance of previous contracts (similar work)	5	5	5	5	4	5	5	5
Previous experience with FEMA	5	5	5	5	5	5	5	5
Team Experience (personnel to be assigned to this project with resumes stating qualifications and experience with similar projects)	5	5	5	5	5	4	5	5
Pricing (reasonable & complete)	5	4	3	4	5	4	5	5
Indication that Proposer can perform the contract within the time specified, without delay or interference	5	5	5	5	4	5	5	5
Indication of compliance by Proposer with laws and ordinances relating to the contract & mention of litigation, if any	5	5	5	5	3	4	5	5
Evaluation of number and scope of conditions attached to the bid or proposal. (If none, score =5)	5	5	5	5	5	5	5	5
Indication of the sufficiency of the financial resources of the Proposer	5	4	3	5	5	5	5	5
Totals:	55	52	50	54	51	52	55	55
Average:		51.8						

ra Tech

Kalsow	Mundine	Zuhlke
5	4	5
5	5	5
5	5	5
5	5	5
5	5	5
5	5	5
5	5	5
5	5	5
5	5	5
5	5	4
5	5	5

55	54	54
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54.6

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Public Works /
Taylor Mottolo, Project Manager

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Approve the Review Committee's recommendation and authorize staff to negotiate a contract with 5 of the 10 proposers under RFP CB26-011 Disaster Debris Removal & Recovery; DRC, SDR, TRF, Crowder Gulf, and Garner. Costs will only be incurred for services rendered.

Staff Representative: Taylor Mottolo, Project Manager

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

This is a budgeted item

BACKGROUND:

The City's current Disaster Debris Removal & Recovery Agreement with Crowder Gulf expires on July 31, 2026. To ensure the continued availability of disaster debris removal and recovery services, the City issued RFP CB26-011, Disaster Debris Removal & Recovery, on May 24, 2026.

The selected contractors will provide emergency debris road clearance (push), disaster debris removal and recovery services to include tree and limb removal, Private Property Debris Removal (PPDR), waterborne debris removal, and Temporary Debris Staging and Reduction Site (TDSRS) management. All work will be performed in accordance with applicable Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Federal Emergency Management Agency (FEMA), and other federal, state, and local requirements.

The Review Committee evaluated proposals submitted by ten responsive and responsible proposers in accordance with the evaluation criteria established in the RFP. Based on the evaluation results, the Review Committee unanimously recommends authorizing staff to negotiate and execute contracts with five contractors: DRC Emergency Services, SDR, TFR Enterprises, CrowderGulf, and Garner Environmental Services.

Awarding contracts to a pool of qualified contractors provides the City with additional capacity and flexibility to respond to debris-generating events. Because contractor resources may be committed to multiple jurisdictions following a regional or statewide disaster, maintaining multiple pre-event contracts reduces the risk of contractor unavailability and allows the City to activate contractors based on availability, capacity, and the specific needs of the event.

DISASTER DEBRIS MONITORING SERVICES

Item	Description
1	Lead Monitors: Assist in setting-up and manning the DMS. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.
2	Site Monitors: Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be off-loaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.
3	Field Monitors: Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for corrective action.
4	Certification Technicians: Measure, photograph, certify and re-certify the total cubic yard capacity of each collection hauler.
5	Clerical Staff Coordinator: Set-up FEMA documentation spreadsheets and update daily. Maintain and distribute to City staff the daily "Hurricane (insert name) Storm Debris Collection Data Report." Provide collection status and other information to FEMA personnel as needed. Manage City staff documentation, i.e. timecards; sign-in sheets; field supplies and equipment; provide reporting site assignments; assign cellular phones to City recovery staff; assign vehicles; provide instructions and guidelines to each Field Monitor; oversee the other assisting clerical staff.
6	Clerical Staff Assistants: Process the previous day's Field Monitors daily reporting sheets; post the City wall map with the previous day's collection locations; tally up the previous day's collection totals; calculate the Monitors time worked and fill out the timecards to be signed by the monitors at a later date; and track the vehicles.
	GIS Analyst
	Data Manager

Price Adjustments Year 2 - 5 (Not to exceed annual CPI)
Percentage Adjustment for Year 2
Percentage Adjustment for Year 3
Percentage Adjustment for Year 4
Percentage Adjustment for Year 5

Debris Tech	Tetra Tech+	Unit
\$ 75.00	\$ 70.00	HR
\$ 45.00	\$ 36.50	HR
\$ 45.00	\$ 36.50	HR
\$ 75.00	\$ 49.00	HR
\$ 65.00	\$ -	HR
\$ 55.00	\$ 40.00	HR
\$ -	\$ 55.00	HR
\$ -	\$ 60.00	HR
\$ 360.00	\$ 347.00	

3.00	2.5	%
3.00	2.5	%
3.00	2.5	%
3.00	2.5	%

Item #	ITEM DESCRIPTION
1	Dump Truck, 16-20 yd ³ capacity, with Operator
2	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator
3	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)
4	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone
5	Track Hoe Excavator, 2-3 yd ³ bucket with operator
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator
7	Debris collection, removal and transportation of uncontaminated vegetation to Brevard County landfill or another acceptable site.
7A	Disposal of uncontaminated vegetation at another acceptable site.
8	Debris collection, removal and transportation of construction and demolition OR mixed hurricane generated debris to Brevard County landfill or another acceptable site.
8A	Disposal of construction and demolition OR mixed hurricane generated debris at another acceptable site.
9	Vegetation consolidation and reduction (green waste grinding)
9A	Removal and transportation of reduced vegetation from DMS location to Brevard County landfill.
10	Overhead clearings of hanging tree limbs 2" or greater in diameter
10A	Removal of hazardous leaning tree 6-8" DBH
10B	Removal of hazardous leaning tree 12-24" DBH
10C	Removal of hazardous leaning tree 24" and above DBH
11	Stump removal – 24-36" measured 24" above the ground and with 50% or more of the root ball exposed.
11A	Stump removal – 37-48" measured 24" above the ground and with 50% or more of the root ball exposed.
11B	Stump removal – 49" and above, measured 24" above the ground and with 50% or more of the root ball exposed.
12	2 each Portable toilets & services 2 times per week
13	Tipping Fees/Disposal Costs – shall be billed DIRECT to the City by the Brevard County landfill
14	Dead Animal Carcasses – as identified and directed by the City, the Contractor shall collect and haul dead animal carcasses, including but not limited to, dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.
15	Fill Dirt – as identified and directed by the City, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
16	White goods – the Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws. Cost is included in cubic yard price for Debris Removal & Recovery.
17	Freon Recovery – the Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
18	Training and Assistance sessions for all key City personnel in all disaster debris recovery planning efforts, as requested.

19	<u>Preliminary Damage Assessment</u> to include determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.
20	<u>Mobilization and Demobilization</u> – all arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
21	<u>Mobile Command Unit</u> – the Contractor shall provide use of a mobile command unit for City debris recovery management personnel to serve as a field operations command center.
22	<u>Temporary Storage of Documents</u> – the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
23	<u>Debris Planning Efforts</u> – the Contractor shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities and emergency action plans for debris clearance following a disaster event.
24	<u>Closure and Remediation of the TDSRS</u> – the Contractor shall remove all Contractor's equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of in a Class I landfill if contamination is NOT found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.
25	<u>Reporting and Documentation</u> – the Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document the Disaster Debris Removal & Recovery.
26	<u>Travel and Per Diem Costs</u> – the City will NOT pay for any travel or per diem costs incurred by the Contractor
27	<u>Disposal costs</u> : (City reserves option not to use Brevard County landfill.)
28	<u>Bonds</u> - Cost for Payment & Performance Bonds in the amount of \$500,000.00 each
29	1-day annual Training/Planning Session, maximum 8-hour day
30	Collection, removal and transportation of white goods to Brevard County landfill.
30A	Collection, removal and transportation of white goods to an approved DMS location.
31	Collection, removal and transportation of HHW to Brevard County landfill.
31A	Collection, removal and transportation of HHW to an approved DMS location.

<u>Price Adjustments Year 2 – 5 (Not to exceed annual CPI)</u>	
Percentage Adjustment for Year 2	
Percentage Adjustment for Year 3	
Percentage Adjustment for Year 4	

Percentage Adjustment for Year 5

DISASTER DEBRIS REMOVAL & RECOVER

Phillips	Looks Great Services	Aftermath Disaster Recovery	Crowder Gulf
\$ 165.00	\$ 135.00	\$ 170.00	\$ 150.00
\$ 145.00	\$ 165.00	\$ 150.00	\$ 185.00
\$ 130.00	\$ 95.00	\$ 115.00	\$ 95.00
\$ 80.00	\$ 75.00	\$ 105.00	\$ 75.00
\$ 135.00	\$ 195.00	\$ 170.00	\$ 185.00
\$ 115.00	\$ 125.00	\$ 115.00	\$ 140.00
\$ 11.25	\$ 11.00	\$ 18.90	\$ 18.25
\$ 8.25	\$ 8.75	\$ 8.25	\$ 14.95
\$ 13.50	\$ 12.00	\$ 18.90	\$ 18.25
\$ 9.00	\$ 9.25	\$ 8.25	\$ 14.95
\$ 5.25	\$ 4.50	\$ 4.50	\$ 5.85
\$ 7.50	\$ 7.85	\$ 5.50	\$ 6.95
\$ 120.00	\$ 90.00	\$ 80.00	\$ 80.00
\$ 120.00	\$ 110.00	\$ 95.00	\$ 120.00
\$ 350.00	\$ 250.00	\$ 175.00	\$ 350.00
\$ 600.00	\$ 620.00	\$ 315.00	\$ 550.00
\$ 350.00	\$ 400.00	\$ 275.00	\$ 325.00
\$ 425.00	\$ 450.00	\$ 275.00	\$ 500.00
\$ 500.00	\$ 500.00	\$ 400.00	\$ 625.00
\$ 500.00	\$ 200.00	\$ 1,150.00	\$ 100.00
TRUE	N/A	TRUE	TRUE
\$ 1.00	\$ 4.00	\$ 16.00	\$ 1.50
\$ 25.00	\$ 15.00	\$ 65.00	\$ 16.00
TRUE	SEE 34/34A	TRUE	TRUE
\$ 25.00	\$ 25.00	\$ 95.00	\$ 30.00
TRUE	\$ 0.01	TRUE	TRUE

TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 2,000.00	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
TRUE	\$ 0.01	TRUE	TRUE
	Veg/Wood Chips \$49.38, C&D \$38.47, Trash \$36.42	Passthrough	Passthrough
\$ 2,000.00	\$ 0.01	\$ -	\$ -
\$ -	\$ 0.01	\$ -	\$ 250.00
\$ 62.00	\$ 75.00	\$ 50.00	\$ 60.00
\$ 62.00	\$ 50.00	\$ 50.00	\$ 50.00
\$ 2,500.00	\$ 3,000.00	\$ 1,600.00	\$ 12,000.00
\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 8,000.00
<i>\$ 10,964.75</i>	<i>\$ 11,132.45</i>	<i>\$ 7,130.30</i>	<i>\$ 23,966.70</i>

3.00	2.00	3.00	4.00
3.00	2.00	3.00	4.00
3.00	2.00	3.00	4.00

3.00	2.00	3.00	4.00
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ERY

DRC	CTC Disaster Response	Garner	Grubbs Emergency Services
\$ 135.00	\$ 120.00	\$ 165.00	\$ 75.00
\$ 185.00	\$ 150.00	\$ 185.00	\$ 75.00
\$ 130.00	\$ 120.00	\$ 180.00	\$ 200.00
\$ 85.00	\$ 65.00	\$ 125.00	\$ 75.00
\$ 175.00	\$ 165.00	\$ 180.00	\$ 90.00
\$ 150.00	\$ 130.00	\$ 300.00	\$ 125.00
\$ 10.98	\$ 8.25	\$ 8.25	\$ 10.00
\$ 10.48	\$ 7.45	\$ 8.25	\$ 10.00
\$ 11.98	\$ 9.95	\$ 8.75	\$ 10.00
\$ 11.48	\$ 8.45	\$ 8.75	\$ 10.00
\$ 4.64	\$ 5.25	\$ 3.25	\$ 4.75
\$ 5.98	\$ 5.50	\$ 4.75	\$ 5.00
\$ 110.00	\$ 95.00	\$ 80.00	\$ 90.00
\$ 45.00	\$ 200.00	\$ 90.00	\$ 100.00
\$ 125.00	\$ 200.00	\$ 115.00	\$ 175.00
\$ 175.00	\$ 200.00	\$ 125.00	\$ 225.00
\$ 100.00	\$ 50.00	\$ 125.00	\$ 200.00
\$ 150.00	\$ 50.00	\$ 125.00	\$ 310.00
\$ 200.00	\$ 100.00	\$ 125.00	\$ 400.00
\$ 0.01	\$ 10.00	\$ 1.00	\$ 800.00
TRUE	TRUE	TRUE	TRUE
\$ 2.00	\$ 0.50	\$ 1.00	\$ 10.00
\$ 30.00	\$ 30.00	\$ 15.00	\$ 10.00
TRUE	TRUE	TRUE	TRUE
\$ 25.00	\$ 30.00	\$ 55.00	\$ 25.00
TRUE	TRUE	TRUE	TRUE

TRUE	TRUE	TRUE	\$ 500.00
TRUE	TRUE	TRUE	\$ 100.00
TRUE	TRUE	TRUE	\$ 100.00
TRUE	TRUE	TRUE	\$ 25.00
TRUE	TRUE	TRUE	\$ 500.00
TRUE	TRUE	TRUE	\$ 0.25
TRUE	TRUE	TRUE	\$ 200.00
TRUE	TRUE	TRUE	TRUE
Passthrough	Passthrough	Passthrough	
\$ 0.01	\$ -	\$ 1.00	\$ -
\$ 0.01	\$ -	\$ 1.00	\$ 125.00
\$ 50.00	\$ 30.00	\$ 50.00	\$ 35.00
\$ 45.00	\$ 30.00	\$ 50.00	\$ 35.00
\$ 55.00	\$ 700.00	\$ 26.00	\$ 40.00
\$ 55.00	\$ 700.00	\$ 26.00	\$ 38.00
\$ 2,082.57	\$ 3,220.35	\$ 2,188.00	\$ 4,733.00

3.00	2.50	1.00	3.00
3.00	2.50	1.00	3.00
3.00	2.50	1.00	3.00

3.00	2.50	1.00	3.00
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TFR	Southern Disaster Recovery	UNIT
\$ 165.00	\$ 112.00	HR
\$ 160.00	\$ 165.00	HR
\$ 120.00	\$ 84.00	HR
\$ 70.00	\$ 59.00	HR
\$ 175.00	\$ 162.00	HR
\$ 125.00	\$ 135.00	HR
\$ 10.95	\$ 9.75	CY
\$ 8.95	\$ 8.25	CY
\$ 12.95	\$ 9.75	CY
\$ 10.95	\$ 8.75	CY
\$ 4.15	\$ 4.90	CY
\$ 5.50	\$ 6.80	CY
\$ 115.00	\$ 92.00	EA
\$ 150.00	\$ 105.00	EA
\$ 265.00	\$ 290.00	EA
\$ 395.00	\$ 405.00	EA
\$ 275.00	\$ 125.00	EA
\$ 375.00	\$ 275.00	EA
\$ 475.00	\$ 490.00	EA
\$ 1,700.00	\$ 495.00	MONTH
TRUE	TRUE	INITIAL ONLY
\$ 2.00	\$ 1.25	LB
\$ 29.00	\$ 16.00	CY
TRUE	TRUE	INITIAL ONLY
\$ 65.00	\$ 52.00	EA
TRUE	TRUE	INITIAL ONLY

TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
TRUE	TRUE	INITIAL ONLY
	Passthrough	
\$ 3,500.00	\$ 10.00	Each
\$ -	\$ 50.00	Per Hour
\$ 65.00	\$ 51.00	EA
\$ 65.00	\$ 47.00	EA
\$ 195.00	\$ 1,750.00	TN
\$ 185.00	\$ 800.00	TN
\$ 8,724.45	\$ 5,819.45	

0.00	2% OR CPI	%
2.00	2% OR CPI	%
2.00	2% OR CPI	%

2.00	2% OR CPI	%
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Description	Maximum Points	Aftermath					Crow	
		Baker	Grimes	Kalsow	Mundine	Zuhlke	Baker	Grimes
Responsiveness of the proposal related to the Scope of Work ;i.e. Approach & Methodology	5	5	4	4	5	4	5	5
The quality, availability and adaptability of the supplies or contractual services to the particular use required. i.e. Equipment & manpower available for Use With This Contract & Service as stated herein	5	4	4	3	4	5	5	5
Proposer has ability, capability and skill to perform the contract	5	5	4	3	4	5	5	5
Quality & quantity of performance of previous contracts (similar work)	5	4	4	2	4	5	5	5
Previous experience with FEMA	5	4	5	4	5	5	5	5
Team Experience (personnel to be assigned to this project with resumes stating qualifications and experience with similar projects)	5	5	5	4	4	5	5	5
Pricing (reasonable & complete)	5	3	4	3	4	4	1	3
Indication that Proposer can perform the contract within the time specified, without delay or interference	5	4	4	3	4	5	3	2
Indication of compliance by Proposer with laws and ordinances relating to the contract & mention of litigation, if any	5	5	5	4	5	5	5	5
Evaluation of number and scope of conditions attached to the bid or proposal. (If none, score =5)	5	5	5	5	5	5	5	5
Indication of the sufficiency of the financial resources of the Proposer	5	2	3	5	5	5	5	5
Totals:	55	46	47	40	49	53	49	50
Average:		47						

der Gulf			CTC					DRC					Garner				
Kalsow	Mundine	Zuhlke	Baker	Grimes	Kalsow	Mundine	Zuhlke	Baker	Grimes	Kalsow	Mundine	Zuhlke	Baker	Grimes	Kalsow	Mundine	Zuhlke
5	5	4	5	4	4	5	4	5	4	5	5	5	5	4	5	5	4
5	5	5	4	4	4	5	5	5	5	5	5	5	2	4	5	4	5
5	5	5	5	5	3	5	5	5	5	5	5	5	4	4	5	4	5
5	5	5	4	4	3	3	5	5	4	5	4	5	4	4	5	4	5
5	5	5	4	4	3	5	5	5	5	5	5	5	5	4	5	5	5
5	5	4	5	4	3	2	4	5	5	5	4	4	5	4	5	4	5
1	3	1	4	4	4	5	5	5	4	5	5	5	5	4	5	5	5
5	5	5	4	4	3	4	5	5	4	5	4	5	4	4	5	4	5
5	5	5	5	1	4	5	5	5	3	5	1	4	5	5	5	5	5
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
5	5	5	4	3	5	5	5	5	5	5	5	5	2	2	5	5	5
51	53	49	49	42	41	49	53	55	49	55	48	53	46	44	55	50	54
50.4			46.8					52					49.8				

Grubbs					Looks Great Services					Phillips						
Baker	Grimes	Kalsow	Mundine	Zuhlke	Baker	Grimes	Kalsow	Mundine	Zuhlke	Baker	Grimes	Kalsow	Mundine	Zuhlke	Baker	Grimes
5	4	5	5	4	4	4	4	5	4	5	5	4	5	5	5	4
4	4	4	3	5	5	4	3	5	5	5	4	5	5	5	5	4
5	4	5	4	5	5	4	3	5	5	5	5	4	5	5	5	5
4	4	5	4	5	4	4	2	3	4	5	5	4	4	5	5	4
4	5	5	5	5	4	4	3	5	5	5	5	2	5	5	5	5
3	5	5	4	4	3	4	2	3	4	5	4	5	4	5	5	4
3	4	4	5	2	2	3	1	4	2	2	3	2	4	3	4	4
4	4	5	4	5	4	4	3	4	5	4	4	4	4	5	5	4
5	5	5	3	5	5	1	4	5	4	5	4	3	5	5	5	4
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
2	2	5	5	5	3	3	5	5	5	3	5	5	5	5	5	5
44	46	53	47	50	44	40	35	49	48	49	49	43	51	53	54	48
48					43.2					49						

SDR			TFR				
Kalsow	Mundine	Zuhlke	Baker	Grimes	Kalsow	Mundine	Zuhlke
5	5	4	5	4	5	5	5
5	5	5	5	5	5	4	5
5	4	5	5	5	5	5	5
4	4	5	5	5	5	4	5
5	5	5	5	5	5	5	5
5	4	5	5	5	5	4	5
3	5	4	3	4	2	4	4
5	5	5	5	4	5	4	5
5	3	5	5	1	5	5	4
5	5	5	5	5	5	5	5
5	5	5	5	5	5	5	5
52	50	53	53	48	52	50	53
51.4			51.2				

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Andi Segarra, Director of Leisure Service

MEETING DATE

July 16, 2026

REQUESTED MOTION/ACTION

Authorize staff to negotiate and award a contract with Textron E-Z-GO LLC for golf cart replacement (CB26-014) and execute a four-year lease agreement with PNC Equipment Finance for an amount not to exceed \$602,064.00, including the trade-in value of the existing fleet.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Will be budgeted for FY 27.

BACKGROUND:

The existing golf cart fleet at the Cocoa Beach Country Club requires replacement to maintain reliable operations. The current lease agreement remains in effect, with the final payment due on October 15, 2026.

A proposal was solicited for the replacement of the golf cart fleet. The City received a proposal from Textron E-Z-GO.

Total Lease Cost: \$602,064.

REQUEST FOR PROPOSAL

CB26-014



GOLF CART REPLACEMENT

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**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-014
GOLF CART REPLACEMENT**

INTRODUCTION

The City of Cocoa Beach is issuing an invitation to Bid (or Request for Proposal) for the replacement of the golf cart fleet at the Cocoa Beach Country Club.

The City reserves the right to accept or reject any or all proposals, or any part of a proposal, and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The City also reserves the right to engage in value engineering with any responsive Proposer. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective proposers and include, but are not limited to, Request for Quote, Request for Proposal, and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective proposers.

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GOLF CART REPLACEMENT

PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver **sealed** proposals to the City of Cocoa Beach Clerk's office, located inside the City Hall at 2 South Orlando Ave, Cocoa Beach FL 32931, until **Friday, June 26, 2026, at 11:00 am** local time. All proposals shall be exempt from public disclosure until the earlier of notice of intended decision or 30 days after opening under Florida Statutes, Section 119.071(1)(b). , All Proposers and their representatives are invited to attend the bid opening, but only the names of the bidders shall be announced at that time and bids will not be made public at that time.

The proposal **MUST** show the following on the outside of the bid package:

1. Proposers Name
2. Bid Number
3. Bid Name
4. Time & Date of Bid Opening

Delivery of the sealed proposals to the City Clerk's office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether the informality is minor, to reject or accept any or all bids, and to select the winner based on criteria which serves the best interests of the City of Cocoa Beach.

- A. It is the Proposers responsibility to read and understand the requirements of this solicitation for proposal. Proposers are required to state exactly what they intend to furnish to The City via this solicitation and **MUST** indicate any variances to the terms, conditions, and specifications of this solicitation, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this solicitation.

The Proposer shall submit **one (1) ORIGINAL and five (5) COPIES** of the proposal, along with a flash drive containing one file in PDF format of the hard copy of the proposal exactly as submitted. The **ORIGINAL** proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations **MUST** be typewritten or filled in with pen and ink. The Proposer **MUST make** initial proposals having erasures or corrections in ink.

- B. All prices, terms, and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by The City.

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- C. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the City immediately upon receipt of the Request for Proposal.

PROPOSAL SUBMISSIONS

In your proposal, please provide responses to the following:

- A. **Proposal Approach:** State the Proposer's understanding of the Scope of Services as outlined in Exhibit A and the Proposer's recommended methodology to fulfill the project goal(s).
- B. **Pricing:** The Pricing Proposal shall be completed on the form provided as Exhibit B, Pricing Schedule. Pricing shall be submitted along with other submissions required herein. The fee proposed shall include all charges that may be incurred in fulfilling the terms of this contract.
- C. **Selection Criteria Response:** The Proposer shall submit such information as requested in Exhibit C, Selection Criteria.
- D. **Proposal Form and Certification:** Complete the form enclosed as Exhibit D and return in the submittal with the Proposal Approach (Section A. above). Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

SCHEDULE OF EVENTS

The schedule listed below is the City's intended course of action for this project. The City will follow the schedule to the extent possible, however, The City reserves the right to change both the sequence and timing if deemed necessary.

Sunday, May 31, 2026 Advertise Proposal
Friday, June 5, 2026 (12PM)..... Non - Mandatory Pre-Bid Meeting
Friday, June 12, 2026 Deadline for Written Questions
Wednesday, June 17, 2026 Addendum Posted
Friday, June 26, 2026 (11AM)..... Deadline for Submission/Public Bid Opening
Thursday, July 16, 2026..... Commission Meeting

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid conference will be held on **Friday, June 5, 2026**, at 12PM in the Commission Chambers located at 2 South Orlando Ave, Cocoa Beach, FL 32931. This Pre-Proposal meeting will allow all proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

PUBLIC BID OPENING

All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time.

The selected proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best qualified Proposer(s) to serve the interest of the City.

CONTRACT AGREEMENTS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by The City to be in the best interest of the City. The City anticipates awarding one contract. This Request for Proposal does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The Request for Proposal shall be included in and be made a part of the final award.

CLARIFICATIONS OF THE PROPOSAL

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required before submission of the bids. No plea of ignorance by the Proposer concerning conditions that exist will be accepted as the basis for varying the requirements of the City or the compensation to the Proposer.

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions, or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with paragraph entitled "PROJECT COORDINATOR" below.** Written or oral responses, as deemed appropriate, will be provided by the project coordinator. The City shall not be responsible for interpretations given by any other city employee or representative.

WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

QUALIFICATIONS OF BIDDERS

This bid shall be awarded only to a responsible bidder qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications, and requirements of the bid shall be just cause for the cancellation of the bid award.

COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

COPYRIGHT OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, production, or selling of the goods shipped or ordered because of this bid. The seller agrees to hold the City harmless for all liability, loss, or expense occasioned by any such violation.

DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

PROJECT COORDINATOR

The project coordinator and designated liaison for this RFP is:

Edward Thinger, General Manager Cocoa Beach Country Club
Email: edward.thinger@cityofcocoa-beach.com

The City will **NOT** respond to oral inquiries. Proposers may submit written, (e- mailed) inquiries regarding this RFP to the project coordinator.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at www.cityofcocoa-beach.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

CONTACT PROHIBITION

All prospective proposers are hereby instructed **NOT** to contact any member of the City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or other City of Cocoa Beach staff member other than the Project Coordinator identified in this solicitation regarding this solicitation package or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable), at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

DISCLOSURE AND OWNERSHIP OF DOCUMENTS **STATEMENT**

The Proposer must agree to the following regarding disclosure and ownership of documents:

A. PUBLIC RECORD

The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

.

AUDIT RIGHTS

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

DISPUTE RESOLUTION

In the event a dispute occurs between a contractor, vendor, or other invoicing party and the City concerning payment of an invoice, the City Department, Office, or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

City of Cocoa Beach, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color, sex or national origin in consideration for an award.

INSURANCE REQUIREMENTS

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees

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and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of its Business Tax Receipt(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. **The Contractor's and Subcontractor's insurance policies (except for Workers' Comp insurance must be endorsed to add the City of Cocoa Beach as an Additional Insured.** The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the company shall endeavor to not cancel, materially change or refuse to renew until at least thirty (30) calendar days written notice has been given to the City.

NON-DISCRIMINATION

The City of Cocoa Beach does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

TITLE VI NONDISCRIMINATION POLICY STATEMENT

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) Compliance with Regulations:

The Contractor shall comply with the regulations relative to nondiscrimination as utilized by Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

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(2.) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment:

In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports:

The Contractor shall provide all information and reports created for executing the project, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be requested by the City of Cocoa Beach to be pertinent to ascertain compliance with State of Florida Statutes and/or City of Cocoa Beach's ordinances and procedures regulating procedure and performance. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Cocoa Beach as appropriate and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscrimination provisions, the City of Cocoa Beach may impose sanctions as it determines to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) of this Title VI in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the State of Florida to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by the Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract
- b) All persons (including subcontractors/vendors) assigned by the Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Contract.

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EXHIBIT A - SCOPE OF SERVICES

Cocoa Beach Country Club
Electric Golf Car 4 Year Lease or Purchase and Maintenance
A VGM Course

Provide a clear trade-in value for the present fleet.
Price both the lease and purchase, separate from maintenance.

Lease Purchase

110 cars - ASSEMBLED

Specifications of proposed equipment

- Lithium battery
- Chargers will need 10' long AC cords.
- 4 wheel chassis style
- Reverse Buzzers
- Canopy top and frame
- Sweater basket
- Sand bucket (1 per car mounted on driver side)
- Sand bottles (1 per car mounted on passenger side)
- Ice bucket (1 per car mounted on passenger side)
- Number decals (2 per car)
- Bagwell protector
- Information holder
- 4 year non-rust through guarantee
- Fold down windshields

Maintenance

The City will have the following done on a daily or as needed basis:

- Remove trash from bagwell and storage areas
- Visually inspect for damage
- Charge batteries
- Check brakes for proper working order
- Check reverse buzzer for proper operation
- Check car for proper and safe operation
- Wash exterior of car including seats and bagwell
- Wash off tops of batteries
- Airing of tires

The manufacturer or its contractor will provide:

- All repairs not associated with customer abuse, at no extra charge.
- All preventative maintenance recommended by the manufacturer.
- Cars must go 36 holes on a charge for the term of the contract.

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As required, provide the preventative maintenance items listed below to 25% of the fleet per service visit (weekly) to ensure all fleet is maintained appropriately:

- Replace cables as needed
- Greasing
- Repair and adjust brake system
- Repair battery chargers

Any car that is out of service for maintenance must be repaired and back in service within five days. If a car is out of service more than five days, the following months maintenance payment will be reduced by the amount for the cart for the month.

Provide a record of all maintenance and preventative maintenance to the City – monthly. Cars damaged by customers or City staff will only be repaired after an estimate has been presented to the complex manager or his designee, and such repairs are approved.

A technical representative and the complex manager or his designee will review the fleet quarterly.

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EXHIBIT B – PRICING

Lease/Purchase price per month for 4 year term** (110 cars) _____

Outright purchase** (110 cars) _____

Options (Price quoted should be in addition to above price per car)

Fold down windshields (110 cars) Lease/Purchase 4 yrs. _____

Outright purchase _____

Value of 110 cars traded in _____ (per car) _____ (Total Trade Value)

Entire trade-in amount is being used to net down the fleet. The City is satisfying the last payment amount in October 2026.

Maintenance contract pricing Monthly Payment _____

Quarterly Payment _____

Price for additional cars, each up to maximum of fifteen cars

Lease/Purchase 4 yrs. _____

Outright purchase _____

All pricing should be based on delivery the week of December 1, 2026. Assembly will be completed by November 1, 2026.

** Net of trade in allowance for 110 cars. Cars are 2022 E-Z-GO.

EXHIBIT C
SELECTION CRITERIA

1. Qualifications of Bidder

- A. Experience record showing the bidder's training and experience in similar work.
- B. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
- C. List of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.

2. Completeness of response to the request for proposal as set forth herein.

3. Pricing

Pricing is a consideration but is not the sole determining factor in the selection.

Exhibit D
Fee Schedule

No payments will be made under this contract until all the insurance; permit & license requirements in section "INSURANCE REQUIREMENTS" have been met.

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in Exhibit A. These services will be performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

EXHIBIT E
DRUG FREE WORKPLACE

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

Name of CONTRACTOR

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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**EXHIBT E
DRUG-FREE WORKPLACE
(CONTINUED)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____ as

(Name of person acknowledging) *(Title)*

For _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of
identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

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EXHIBT F
PROJECT FORM & CERTIFICATION CB 26 - 014

Proposer Name: _____

Address: _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal.
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent _____ Date _____

Typed/Printed Name of Agent _____ Title of Agent _____

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

EXHIBIT G
CITY OF COCOA BEACH, FLORIDA STANDARD CONTRACT
ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 20____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

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WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

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

**CITY OF COCOA BEACH
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GOLF CART REPLACEMENT**

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL – SECOND FLOOR
2 SOUTH ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3235,
CITYCLERK@CITYOFCOCOABEACH.COM**

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

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**CITY OF COCOA BEACH
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6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes “Employment Eligibility,” as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**CITY OF COCOA BEACH
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8. Disclosure Requirements for “Foreign Countries of Concern”. CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

CITY OF COCOA BEACH
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14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-014
GOLF CART REPLACEMENT**

parties agree as follows:

A.

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Wes Mullins, City Manager

APPROVED AS TO FORM

City Attorney



CB26 014 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name:

Nick Gorkies

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
1. EZ-GO Textron	4	15	10	30	15	74

Reviewer Signature:

[Signature]

Date:

July 1, 26



CB26 014 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name:

Miranda Johns

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
1. EZ-GO Textron	3	20	17	25	19	84

Reviewer Signature:

Miranda C. Johns

Date:

07/01/2026



CB26 014 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name: Carolyn Potter

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
1. EZ-GO Textron	4	23	19	30	19	95

Reviewer Signature: Carolyn Potter

Date: 7/1/24



CB26 014 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name:

Ander Hanson

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
1. EZ-GO Textron	5	23	20	27	20	95

Reviewer Signature:

[Signature]

Date:

7/1/26



CB26 014 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name: Andrea Segarra

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
1. EZ-GO Textron	4	23	18	28	17	90

Reviewer Signature: Andrea Segarra

Date: 6/29/26

City of Cocoa Beach
Request for Proposal CB26-014
Golf Cart Replacement
DUE DATE: Friday June 26, 2026

Cover Letter

Golf Vehicle Solutions:

E-Z-GO is delighted to present this proposal for the City of Cocoa Beach. The proposed program has been developed specifically for you based on our knowledge of the industry and understanding of your business objectives. From golf cars, gps technology and turf maintenance vehicles to shuttles and refreshment vehicles, E-Z-GO offers the industry's largest variety of golf vehicle solutions. Our proven experience in providing innovation, quality and premier customer service spans seven decades, earning us a reputation for excellence in the industry.

Our History:

Founded in 1954 in a one-room machine shop in Augusta, E-Z-GO is today the light transportation industry leader. We've earned that title because every aspect of our business, from product design to manufacturing to sales and service, has been developed with the voice and input of our customers. E-Z-GO was the first in the industry to manufacture 36v cars, first to earn ISO 9001 and 14001 accreditations, and first to provide an extensive network of factory-direct branches around the country. Our alignment in 1960 with Textron, Inc. further serves our business partners by benefiting from its financial, automotive and aerospace resources. In return, many of the world's finest clubs and golf course management companies continually look to E-Z-GO for innovative, high quality solutions to their light transportation needs.

Service:

The City of Cocoa Beach will be serviced by a direct E-Z-GO certified service technician. With service being such a large part of our business, E-Z-GO has committed significant assets to serving our customers around the state of Florida. Rather than utilizing independent dealers to service our customers, E-Z-GO has dedicated service professionals who are E-Z-GO employees, which provide on site service to our fleet customers. When you need service, our technicians are at your club with their fully stocked service trucks. By offering this service, your club will realize less downtime and a more efficient operation of your golf car fleet.

Warranty

In addition to onsite service, our warranties are the most inclusive available in the industry today. We encourage you to compare the warranty against our competitors and believe that you will find ours to provide you with the best coverage for the long haul. A warranty is only as strong as the team that supports it. We believe that E-Z-GO can provide you with the best combination of products and service, resulting in the most efficient fleet program possible in these challenging economic times.

E-Z-GO Customers:

Around the globe, E-Z-GO has a partnership with many of the top organizations and facilities in the golf industry. From management companies that operate hundreds of courses, to the independent operator, to municipalities, E-Z-GO designs fleet programs that are specific to the needs of the customer. E-Z-GO provides our customer base with the highest quality vehicles and supports their efforts through our sales professionals, service teams, and financial partners. E-Z-GO stands behind its excellence, guaranteeing customer satisfaction on a daily basis throughout the golf industry.

With a legacy of excellence in innovation, industry leadership and premier customer service, E-Z-GO makes the golf and utility vehicle experience easy. No matter what your need, E-Z-GO is putting our commitment to you and your needs. Thank you again for this opportunity. As you review this information, please do not hesitate to contact us with any questions. We look forward to the opportunity to serve your organization and making your fleet program perform at its highest potential.

Our local Territory Sales Manager, John Baughman resides in Wellington, Florida which is only a short distance away from the City of Cocoa Beach. John has been with E-Z-GO for 23 years. John will handle any on site needs that the City may have for the term of the lease. John has worked with the City of Cocoa Beach for the past 8 years. Any further communication needed during the process of the RFP including notification of award should go to John at jbaughman@textron.com.

E-Z-GO appreciates the opportunity to participate in this RFP.

Sincerely,

John Baughman
Sr. Territory Sales Manager
954-540-2764
jbaughman@textron.com

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-014
GOLF CART REPLACEMENT

EXHIBIT A - SCOPE OF SERVICES

Cocoa Beach Country Club
Electric Golf Car 4 Year Lease or Purchase and Maintenance
A VGM Course

Provide a clear trade-in value for the present fleet.

Price both the lease and purchase, separate from maintenance.

Lease Purchase

110 cars - ASSEMBLED

Specifications of proposed equipment

- Lithium battery
- Chargers will need 10' long AC cords.
- 4 wheel chassis style
- Reverse Buzzers
- Canopy top and frame
- Sweater basket
- Sand bucket (1 per car mounted on driver side)
- Sand bottles (1 per car mounted on passenger side)
- Ice bucket (1 per car mounted on passenger side)
- Number decals (2 per car)
- Bagwell protector
- Information holder
- 4 year non-rust through guarantee
- Fold down windshields

Maintenance

The City will have the following done on a daily or as needed basis:

- Remove trash from bagwell and storage areas
- Visually inspect for damage
- Charge batteries
- Check brakes for proper working order
- Check reverse buzzer for proper operation
- Check car for proper and safe operation
- Wash exterior of car including seats and bagwell
- Wash off tops of batteries
- Airing of tires

The manufacturer or its contractor will provide:

- All repairs not associated with customer abuse, at no extra charge.
- All preventative maintenance recommended by the manufacturer.
- Cars must go 36 holes on a charge for the term of the contract.

**CITY OF COCOA BEACH
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GOLF CART REPLACEMENT**

As required, provide the preventative maintenance items listed below to 25% of the fleet per service visit (weekly) to ensure all fleet is maintained appropriately:

- Replace cables as needed
- Greasing
- Repair and adjust brake system
- Repair battery chargers

Any car that is out of service for maintenance must be repaired and back in service within five days. If a car is out of service more than five days, the following months maintenance payment will be reduced by the amount for the cart for the month.

Provide a record of all maintenance and preventative maintenance to the City – monthly. Cars damaged by customers or City staff will only be repaired after an estimate has been presented to the complex manager or his designee, and such repairs are approved.

A technical representative and the complex manager or his designee will review the fleet quarterly.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-014
GOLF CART REPLACEMENT

EXHIBIT B – PRICING

Lease/Purchase price per month for 4 year term** (110 cars) \$114.03/unit \$12,543.00/month

Outright purchase** (110 cars) \$536,800.00

Options (Price quoted should be in addition to above price per car)

Fold down windshields (110 cars) Lease/Purchase 4 yrs. Included

Outright purchase Included

Value of 110 cars traded in \$2,700.00 (per car) \$297,00.00 (Total Trade Value)

Entire trade-in amount is being used to net down the fleet. The City is satisfying the last payment amount in October 2026.

Maintenance contract pricing Monthly Payment \$0

Quarterly Payment \$0

Price for additional cars, each up to maximum of fifteen cars

Lease/Purchase 4 yrs. \$177.13/per unit

Outright purchase \$7,580.00/per unit

All pricing should be based on delivery the week of December 1, 2026. Assembly will be completed by November 1, 2026.

** Net of trade in allowance for 110 cars. Cars are 2022 E-Z-GO.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-014
GOLF CART REPLACEMENT

EXHIBIT C
SELECTION CRITERIA

1. Qualifications of Bidder
 - A. Experience record showing the bidder's training and experience in similar work.
 - B. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
 - C. List of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.
 2. Completeness of response to the request for proposal as set forth herein.
 3. Pricing
- Pricing is a consideration but is not the sole determining factor in the selection.

City of Cocoa Beach
Request for Proposal CB26-014
Golf Cart Replacement
DUE DATE: Friday June 26, 2026 (11AM)

Textron EZGO LLC - References

Sandhill Crane Golf Club/The Nest (City of Palm Beach Gardens)

127-New 2026 RXV Elite w/ Pace 10EX
9500 Sandhill Crane Drive
Palm Beach Gardens, FL 33412
Casey Mitchell-General Manager 561-630-1160
cmitchell@pbgfl.gov

North Palm Beach Country Club (City of North Palm Beach)

80-New 2026 RXV Elite w/ Pace 10EX
951 US Highway 1
North Palm Beach, FL 33408
Allan Bowman-Director of Golf 561-691-3433
abowman@village-npb.org

City of Daytona Beach GC (Municipal)

125-New 2024 RXV Elite with Pace 10EX delivered February 2024
600 Wilder Blvd., Daytona Beach, FL 32114
Brian Jaquet-Golf Course Manager 386.671.3500
jaquetbrian@codb.us

City of Melbourne (Crane Creek and Harbor City Golf Courses) Municipal

140-New 2025 RXV Elite with Pace Shield delivered May 2025
475 W New Haven Avenue
Melbourne, FL 32901
Anthony Santomauro-Golf Course Manager Ph# 570-534-7834
Anthony.santomauro@mlbfl.org

City of Cocoa Beach

Request for Proposal CB26-014

DUE DATE: Friday June 26, 2026 (11AM)

Key Individuals and Qualifications

Cameron Bahler- Florida Region Sales Director (13 years)

Responsible for Textron E-Z-GO LLC factory direct sales in the Florida Region

cbahler@textron.com

706-836-5475

John Baughman-East Florida Territory Sales Manager (23 years)

Responsible for Textron E-Z-GO LLC factory direct sales in eastern Florida from Palm Beach County to Volusia County

jbaughman@textron.com

954-540-2764

Gabriel Somerville-Florida Service Manager (8 years)

Responsible for coordinating service for Textron E-Z-GO LLC managing 10 service technicians across the state.

Gsomerville@textron.com

803-992-9945

Benjamin Orestano-Service Technician (4 years)

Service technician that is currently assigned to service Cocoa Beach Golf Course

borestano@textron.com

803-334-2943

SUBMITTED BY:

TEXTRON E-Z-GO LLC

City of Cocoa Beach
Request for Proposal CB26-014
Golf Cart Replacement
DUE DATE: Friday June 26, 2026 (11AM)

PROJECT APPROACH/WORK PLAN

- A. This proposal addresses the intent of this solicitation by providing (1) the trade-in credit for the City's existing fleet and (2) the capital lease monthly payments 110 new golf carts for a term of four years. In the following sections, I describe our approach to the Scope of Services required by the City of Cocoa Beach.
- B. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors. The service for your account will be provided by our remote technicians. There are currently 10 factory trained remote technicians living and covering Florida. The City of Cocoa Beach has one technician currently assigned to your facility. Our service technicians carry common parts in inventory in their mobile vehicle. Service is provided to our customers based on service requests. The technician will schedule a visit when your facility contacts our service team requesting service.
- C. Please see the attached **Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles – 2027 Model Year**. This document will outline parts covered under the warranty. This warranty coverage will comply with all requirements outlined in the RFP. The City of Cocoa Beach will be responsible for the items outlined in the RFP and properly airing tires to recommended pressures. The new fleet will go through an E-Shield, E-Coat process to provide protection against the corrosive environment presented by the City of Cocoa Beach Golf Course. The warranty does not cover abuse and damages that are beyond what is considered normal wear and tear.
- D. Delivery Date will be on or about December 1, 2026 as required by the RFP. When commitment is made to E-Z-GO via a notification of award, the cars will be scheduled for production. Sales representative will order lease documents for the City of Cocoa Beach. PNC Equipment Finance will underwrite the lease and provide lease documents to the City of Cocoa Beach. Documents must be signed and returned to keep cars in the production time slot. Trades will be picked up upon delivery of the new fleet.

CITY OF COCOA BEACH
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Exhibit D
Fee Schedule

No payments will be made under this contract until all the insurance; permit & license requirements in section "INSURANCE REQUIREMENTS" have been met.

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in Exhibit A. These services will be performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

CITY OF COCOA BEACH
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GOLF CART REPLACEMENT

EXHIBIT E
DRUG FREE WORKPLACE

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Textron E-Z-GO LLC does:

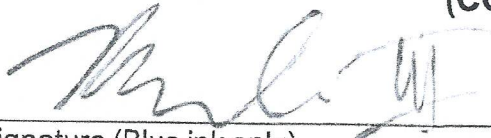
Name of CONTRACTOR

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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EXHIBIT E
DRUG-FREE WORKPLACE
(CONTINUED)


Signature (Blue ink only)

Rocco Sica
Print Name

VP, General Counsel
Title

6/18/2026
Date

STATE OF ~~FLORIDA~~
Georgia

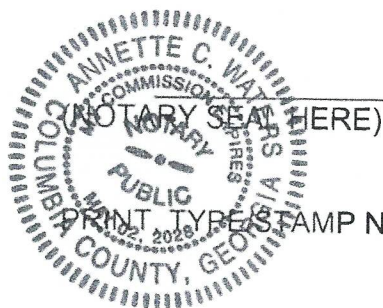
COUNTY OF Richmond

The foregoing instrument was acknowledged before me this 18 day of
June, 2026.

By Annette Waters as
(Name of person acknowledging) (Title)

For Textron E-Z-GO, LLC
(Company name)

Personally known to me ☒ or has produced Identification _____, type of
identification produced _____.



Annette C. Waters
SIGNATURE OF NOTARY PUBLIC

PRINT TYPE STAMP NAME OF NOTARY

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EXHIBT F
PROJECT FORM & CERTIFICATION CB 26 - 014

Proposer Name: Textron E-Z-GO LLC

Address: 1451 Marvin Griffin Road

City: Augusta State GA Zip 30906

Telephone 954 540 2764 Fax _____ Internet Address ezgo.txtsv.com

Type of Business (Corporation, Partnership, Other – Specify) LLC

Tax ID number (EIN/SSN): 93-2708804

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal.
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, Textron E-Z-GO LLC, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section Insurance Variance Blanket Endorsement

Section Insurance Variance No Subcontractors

Section _____ Variance _____

Attach additional sheets as necessary.

By: [Signature]
Manual Signature of Agent

6/18/2021
Date

Rocca Sica
Typed/Printed Name of Agent

VP, General Counsel
Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

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EXHIBIT G
CITY OF COCOA BEACH, FLORIDA STANDARD CONTRACT
ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 20____ ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process.

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

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WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

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

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- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY HALL – SECOND FLOOR
2 SOUTH ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3235,
CITYCLERK@CITYOFCOCOA BEACH.COM

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

4. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. **Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

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6. **E-Verify Compliance.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

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14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the

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parties agree as follows:

A.

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Wes Mullins, City Manager

APPROVED AS TO FORM

City Attorney

Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles

The Textron E-Z-GO LLC. ("Company") provides that any new Model Year 2027 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS - Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM - Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN - Electric axle	3 Years
BODY GROUP - Front and rear cowl, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS - Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition		Time Allowed
STORAGE BETWEEN CHARGE CYCLES		3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY — NO CHARGING OR DISCHARGING OF BATTERY PACK		1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)		NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.
- ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.