



Meeting Agenda
Thursday, June 6, 2024

7:00 PM

REGULAR

Cocoa Beach Country Club - 5000 Tom Warriner Boulevard, Cocoa Beach, 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and www.cityofcocoabeach.com.
Meeting Video Archives: www.cityofcocoabeach.com

Packets: Packets are on the City's website (www.cityofcocoabeach.com) and at Commission meetings

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

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 rear 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 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 Derek Howell, Pastor, The Pointe 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. CONSENT AGENDA

1. Approve Commercial Visual Improvement Program Grant for Juice N Java Cafe located at 75 N Orlando Ave that was previously approved by the CRA Board on 06/06/2024 meeting.
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA

Administrator
Recommendation: Approve

2. Approve Commercial Visual Improvement Program Grant for Cocoa Beach Office Condominium Association that was previously approved by the CRA Board on 06/06/2024.

Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA

Administrator

Recommendation: Approve

3. Adopt Resolution 2024-10 relating to the Florida Department of Environmental Protection Clean Water State Revolving Fund Loan Program; Making findings; Authorizing the loan application; Authorizing the loan agreement; Designating an authorized representative; Providing assurances; Providing for conflicts, Severability, and an effective date.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Adopt

4. Adopt Resolution 2024-09 relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), Adoption of the Wastewater Facility Plan for implementation of a sewer inflow and infiltration abatement program.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Adopt

5. Approve Continuing Services Contracts For Minor Construction Projects for Bid CB 24-004.

Representative: Scott Maxim, Project Manager

Recommendation: Approve

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. UNFINISHED BUSINESS

J. NEW BUSINESS

1. Approve the purchase of a 6" Trailer Mounted Solids Handling Sound Attenuated Vacuum-Assisted Bypass Pump from Thompson Pump & Manufacturing Co., Inc in the amount of \$88,396 utilizing the Florida Sheriffs Association Cooperative Purchasing Program Contract Package Item #317. This is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

2. Adopt Ordinance 1691, First Reading, An Ordinance of the City of Cocoa Beach, Florida, related to the vacation of a portion of McNabb Parkway right-of-way, approximately sixty feet long by three feet wide more particularly described herein; making findings; and providing for conflicts, severability, non-codification, and effective date. - added 06.05.24

Staff Representative: Randy Stevenson, Director of Development Services
Recommendation: Adopt on First Reading

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

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Approve Commercial Visual Improvement Program Grant for Juice N Java Cafe located at 75 N Orlando Ave that was previously approved by the CRA Board on 06/06/2024 meeting.

Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted

BACKGROUND:

This item was previously approved by the CRA Board on the 06/06/2024 meeting.

Juice N Java Cafe is requesting funds from the Commercial Visual Improvement Program Grant to build a new facade on the north side of the building structure. This new facade will consist of painting, installing shade structures, new signs, and installing new landscaping. The applicant states the estimated total cost of this project will be \$41,329. This CRA grant policy states a 50% match with a maximum contribution of \$25,000. The city staff is requesting approval from the City Commission for this project at the standard policy 50% match with a maximum contribution of \$25,000.



Community Redevelopment Agency (CRA)

Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties. Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$25,000 — of a project's renovation/ upgrade hard construction costs.
- A match of up to \$15,000 on a project valued at least \$30,000 can be approved administratively.
- Projects valued over \$30,000 requesting matching above the \$15,000 limit, up to the CRA Contribution match of \$ 25,000 maximum must go to the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Once all fiscal-year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Cocoa Beach Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds.
- Final grant amounts will be determined within 30 days after the project is deemed complete by CRA staff. Grant amounts approved during the application process are subject to change if changes are made to the project.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.

- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- Visible from a street, sidewalk, or public right-of-way.
- Free of all mechanic's liens.
- No residential uses are eligible for this program.
- Must pay ad valorem taxes on the property.
- Work must result in a combination of significant exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

REQUIREMENTS:

- Permanent landscaping may be covered in this program but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 321-868-3200 or planning@cityofcocoa-beach.com before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.
- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that

the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.

- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ✓ All documents signed by person certified as one of company's principals. List of proposed improvements with estimated project costs
- ✓ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ✓ Copy of current city of Business Tax Receipt for property owner and tenant Copy of property owner's deed
- ✓ If a tenant, lease with at least five years occupancy remaining Landlord's current tenant list or leasing plan, if applicable Completed W-9 form
- ✓ All applicable contractor bids.
- ✓ High-quality "before" images of property from all sides/angles * High-quality images of renderings of proposed project *
- ✓ Three written contractor bids for all work being done or justification for why only one bid submitted.

* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

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

Applicant's Name: Nicholas Pastermack

Applicant's Corporate Name: Salty Vida LLC

Applicant's Corporate Business Address: 75 N Orlando Ave Cocoa Beach FL

Name of Business at Project Address: JNJ Cafe

Applicant's City of Cocoa Beach Business Tax Receipt #: BTR-24-93

Federal Tax ID Number or Social Security Number: 88-3871971

Applicant's Phone Numbers: (321) 784-4044 Business 321-591-8551 Cell

Applicant's Email Address: lglpkilwins@gmail.com

Is Applicant the property owner or a tenant proposing the façade improvements? XOwner
Tenant

PROPERTY INFORMATION

Property Owner's Name: Nick Pastermack

Property Owner's Mailing Address: 4375 Still water Dr

Property/Project Address: 75 N Orlando Ave

Alt Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: _____ Option to Extend: ____ Yes ____ No How Long: ____ Years

Property Manager: _____ Phone: _____ Email _____

1. Is the proposed project located in the current CRA? X Yes _____ No

Total Applicant Funds: \$50,000 Total Anticipated Grant Request: \$20,664

1. Please provide a description of the Proposed Improvements. **Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)**

Scope of work:

~~Provide engineering and construction mythology and to build new fascia/soffit north side of building structure between columns. Provide finish painting on the north side surface of the building~~

~~Total proposal cost. \$ 18,586.00~~

~~Project Description: Install 3 shade sails to provide shade and ambience to the side area of the café. This will provide a shaded and cleaner look for guest to sit outside and enjoy the ocean breeze while dining.~~

~~Cost: \$9,045~~

~~Install new pylon sign at the corner of 1st st North and N. Orlando Ave.~~

~~Cost: \$4,698.50~~

~~Landscaping: Install new permanent planters around seating area and other parts of the building. Planters, soil, mulch, stone, and plants.~~

~~Cost: \$9,000~~

~~Total: \$41,329.50~~

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

~~The outside soffit on the building is cracked and falling off the building. There is wood rot under the stucco that needs to be replaced.~~

~~The paint is fading and needs to be redone on the exterior of the building.~~

~~The sign by the road is faded and needs a refresh with new electrical providing illumination.~~

~~The landscaping around the building is old and not very appealing. We intend to improve the look while providing better safety for our customers with the planters.~~

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

~~Downtown is in desperate need of improvement to the visual appeal, functionality of space, and attraction of the walking space for the area. We have just borrowed money to improve the inside of Juice n Java and now would like to improve the outside of the space. If we have to wait till we pay off the existing loan it will probably take a couple of years to recoup and be prepared to pay for the next project.~~

The funds offered in the grant program will move the time frame up for these improvements by 2-3 years.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

Once the infrastructure is in place we will be able to paint and refresh as needed. ~~The sun shade will also protect from the suns damage to the building, table and chairs, and the planters.~~

These sun shades will be need to be replaced every 5 or so years. But once we have ~~the poles and fixtures in place we will be able to replace the shades as needed~~ from fading and deterioration.

5. Current Number of Employees: Full-Time⁶_____ Part-Time¹⁰_____ Contract_____
- Number of Employees (Post Project Completion) Full-Time⁸_____ Part-Time¹²_____
- Contract_____
- Number of Construction Workers for Project: ⁶_____

Current and/or Projected Wages for Employees: (please attach as a spreadsheet

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$41,329.50

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has been commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.

[Signature]
Signature of Applicant

4/17/24
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 17 day of April, 2024, by Nicholas Pasternack (name of person acknowledging).



SANDRA RODRIGUEZ-CHEMERYS
Commission # HH 170113
Expires December 26, 2025
Bonded Thru Budget Notary Services

(NOTARY SEAL)

[Signature]
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Nicholas Pasternack, owner and/or authorized representative of Salty Vida, also commonly known as Twice A Day, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Salty Vida, the tenant and/or business owner.

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

DATE this 17 day of April. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

This 17 day of April by _____.

NOTARY SEAL:

[Signature]
Notary Public, State of Florida

My commission expires: 12-26-25



SANDRA RODRIGUEZ-CHEMERYS
Commission # HH 170113
Expires December 26, 2025
Bonded Thru Budget Notary Services



Before



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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Nicholas Pastermack, the owner of the property 75 N Orlando Avenue, Cocoa Beach, Florida 32931, hereinafter referred to as "GRANTEE."

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 75 N Orlando Avenue, identified by the Brevard County Property Appraiser through Parcel Number 25-37-11-DB-100-24.01 and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required

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

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE/Property Owner shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

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

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

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

amounts set forth herein and shall survive termination or termination of this agreement.

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

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

CRA:	City of Cocoa Beach Downtown Community Redevelopment Agency Attn: City Manager 1600 Minutemen Cswy. Cocoa Beach, FL 32931
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GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

CITY OF COCOA BEACH
2 SOUTH ORLANDO AVENUE
P.O. BOX 322430
COCOA BEACH, FL32932

BUSINESS TAX RECEIPT & CERTIFICATE OF USE

Expires: September 30, 2024



Business Name : Salty Vida LLC DBA Juice N Java Cafe

Location addr : 75 ORLANDO AV N 1

Lic Nbr/Class : BTR-24-93

Issue date : March 28, 2024

Lic Fee : \$166.00

Penalty :

Total : \$166.00

Description : coffe shop and cafe

Comments : SEA1505871

Salty Vida LLC DBA Juice N Java Cafe
4375 Still Waters Dr
Merritt Island FL 32952

*Upon a change of ownership or location, Business
Tax Receipt should be transferred within 10 days.*
Development Services Department
321.868.3358

Official document, display business tax receipt in a conspicuous place

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Approve Commercial Visual Improvement Program Grant for Cocoa Beach Office Condominium Association that was previously approved by the CRA Board on 06/06/2024.

Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budgeted

BACKGROUND:

This item was previously approved by the CRA Board on the 6/6/24 meeting.

The Cocoa Beach Office Condominium Association is requesting grant funds from the Commercial Visual Improvement Program to improve the current facade. These units are located at 61/63 N Orlando Ave, 69 N Orlando Ave, 71 N Orlando Ave, and 73/75 N Orlando Ave. The request is to remove the old facade and replace it with a new facade on these retail units located in the DownTown Cocoa Beach Area. The old facade gutter and drainage system have caused rotting, and the supporting materials are cracking due to hard rainfall over time. This is a safety concern for residents and tourists that walk underneath this facade. With the CRA grant assistance, the applicant can improve the structure, repair damage, and help beautify Cocoa Beach with a new facade. The applicant states the total project is valued at \$60,000. The grant program policy states a 50% match with a max contribution of \$25,000. The staff would like to request that the City Commission allow the CRA contribution to be a max of \$30,000 for this project for The Cocoa Beach Office Condominium Association.



Community Redevelopment Agency (CRA)

Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties. Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$25,000 — of a project's renovation/ upgrade hard construction costs.
- A match of up to \$15,000 on a project valued at least \$30,000 can be approved administratively.
- Projects valued over \$30,000 requesting matching above the \$15,000 limit, up to the CRA Contribution match of \$ 25,000 maximum must go to the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Once all fiscal-year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Cocoa Beach Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds.
- Final grant amounts will be determined within 30 days after the project is deemed complete by CRA staff. Grant amounts approved during the application process are subject to change if changes are made to the project.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.

- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- Visible from a street, sidewalk, or public right-of-way.
- Free of all mechanic's liens.
- No residential uses are eligible for this program.
- Must pay ad valorem taxes on the property.
- Work must result in a combination of significant exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

REQUIREMENTS:

- Permanent landscaping may be covered in this program but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 321-868-3200 or planning@cityofcocoa.beach.com before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.
- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that

the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.

- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ✓ All documents signed by person certified as one of company's principals. List of proposed improvements with estimated project costs
- ✓ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ✓ Copy of current city of Business Tax Receipt for property owner and tenant Copy of property owner's deed
- ✓ If a tenant, lease with at least five years occupancy remaining Landlord's current tenant list or leasing plan, if applicable Completed W-9 form
- ✓ All applicable contractor bids.
- ✓ High-quality "before" images of property from all sides/angles * High-quality images of renderings of proposed project *
- ✓ Three written contractor bids for all work being done or justification for why only one bid submitted.

* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

1. Please provide a description of the Proposed Improvements. **Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)**

Proposal: Removal of the front fascia/soffit and replace/build new flat fascia, west fount side of structure 150 L. Ft., at above stated office retail Condo common area.

Scope of work:

Remove a small section of the fascia/soffit over 75 N Orlando for engineering, evaluation and construction rebuild mythology.

Secure all necessary engineering and permits from the City of Cocoa Beach.

Secure all needed Materials, fabrication, and equipment as needed to perform the work as outline.

Secure the work area from pedestrian, remove fascia/soffit in sections as needed.

Remove-Demo the old fascia/soffit and old framing in sections, including gutters and gutter framing going back to structure. Clean up area as removal of fascia/soffit as the work progresses.

Build new framing for new fascia/soffit, with galvanized or stainless steel fasteners. Secure City of Cocoa Beach inspection. Provide engineering review and evaluation.

Install new exterior siding, dins-glass and trim, with galvanized or stainless-steel fasteners.

Repair gutter framed areas.

Repeat items 4, 5, 6, 7 and 8 in section.

Install exterior synthetic stucco, sand paper finish. Allow stucco to cure.

Prim and paint new fascia/soffit and gutter repaired work area only. Color by owners.

Clean project daily and removal of all demolition debris.

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

The construction of the gutter soffit system that wraps the west or street facing side of the building was not designed correctly when it was last updated. The gutter and drains are too small and therefore when we have a hard rain it spills over into the soffit. This has caused a lot of rotting of the support materials and the soffit stucco is starting to crack and come off. This is not only an eye sore for the downtown community but also a risk to pedestrians that are walking down the sidewalk.

The improvements will not only be engineered to fix the water issue and repair all structural issue, but also beautify the street to all that drive downtown or get out to stroll around.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

This issue that we are addressing has been an issue for many years. The different members of the association have never had enough funds to fund the project and have kept putting it off for years.

When we were made aware of the chance for the city to help with a grant the association finally had hope of being able to deal with this issue. If it wasn't for this support from the city I don't know how we would have ever gotten everyone together to make this happen.

The total project cost is estimated to be around \$60,000. WE currently have \$20,000 in reserves.

Our understanding of the Grant terms is that we must pay for the full amount and then get reimbursed up to \$25,000 from the city.

We have access to a short term bridge loan to cover the initial cost of the project. But it is only for 6 months so we have to have the loan paid in full after it is completed.

If the city contributes \$25K then the remaining balance will be about \$15K.

The association had agreed to do an assessment to each owner to pay off the remaining balance. I believe this creates a win-win for all involved.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

We have also established a reserves fund to keep building for the next time the façade needs to be repainted. If it was just painting and we didn't need to rebuild the poorly engineered soffit then we would have corrected the issue years ago.

5. Current Number of Employees: Full-Time _____ Part-Time _____ Contract _____

Number of Employees (Post Project Completion) Full-Time _____ Part-Time _____

Contract _____

Number of Construction Workers for Project: 6-7 per day _____

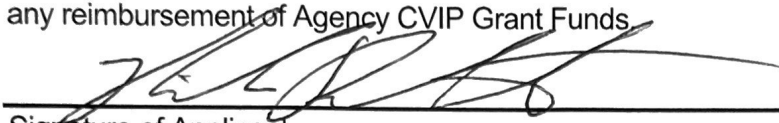
Current and/or Projected Wages for Employees: (please attach as a spreadsheet)

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
1. Remove a small section of the fascia/soffit over 75 N Orlando for engineering, evaluation and construction rebuild mythology.		\$
2. Secure all necessary engineering and permits from the City of Cocoa Beach.		
3. Secure all needed Materials, fabrication, and equipment as needed to perform the work as outline.		\$
4. Secure the work area from pedestrian, remove fascia/soffit in sections as needed.		
5. Remove-Demo the old fascia/soffit and old framing in sections, including gutters and gutter framing going back to structure. Clean up area as removal of fascia/soffit as the work progresses.		\$
6. Build new framing for new fascia/soffit, with galvanized or stainless-steel fasteners. Secure City of Cocoa Beach inspection. Provide engineering review and evaluation.		\$
7. Install new exterior siding, dins-glass and trim, with galvanized or stainless-steel fasteners.		
8. Repair gutter framed areas.		\$
9. Repeat items 4, 5, 6, 7 and 8 in section.		
10. Install exterior synthetic stucco, sand paper finish. Allow stucco to cure.		
11. Prim and paint new fascia/soffit and gutter repaired work area only. Color by owners.		
12. Clean project daily and removal of all demolition debris		\$
		\$
Total Project Budget	Grant, Reserve, Loan	\$ \$ 58,486.00

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has been commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.


Signature of Applicant

4/17/24
Date

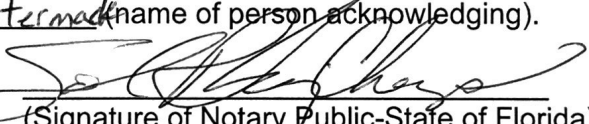
STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 17 day of April, 2024, by Nicholas Pasternack (name of person acknowledging).



SANDRA RODRIGUEZ-CHEMERYS
Commission # HH 170113
Expires December 26, 2025
Bonded Thru Budget Notary Services

(NOTARY SEAL)


(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent





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

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32935, hereinafter referred to as the "CRA", and Nick Pastermack and Cocoa Beach Office Condominium, the owners of the properties at 61,63,69,71,73, and 75 N Orlando Avenue, Cocoa Beach, Florida 32931, hereinafter referred to as "GRANTEE."

WITNESSETH

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

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 61,63,69,71,73, and 75 N Orlando Avenue, identified by the Brevard County Property Appraiser through Parcel Numbers 25-37-11-DB-100-24.05, 25-37-11-DB-100.24.04, 25-37-11-DB-100-24.03, 25-37-11-DB-100-24.02, 25-37-11-DB-100-24.01 and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this agreement, the GRANTEE must complete or cause to be completed

the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE/Property Owner shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being

constructed.

B. CRA

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

SECTION 4. ERRORS IN DISBURSEMENT

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

SECTION 5. CONSENT TO LIEN

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

SECTION 6. ENTIRE AGREEMENT

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

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

SECTION 8. RELATIONSHIP OF THE PARTIES

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

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any

appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or termination of this agreement.

SECTION 10. BINDING EFFECT

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

SECTION 11. ASSIGNMENT

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

SECTION 12. SEVERABILITY

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

SECTION 13. WAIVER

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

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

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

CRA:

City of Cocoa Beach
Downtown Community Redevelopment
Agency
Attn: City Manager
1600 Minutemen Cswy.
Cocoa Beach, FL 32931

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

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

SECTION 17. HEADINGS

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

SECTION 18. JOINT AUTHORSHIP

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

SECTION 19. ANTI-DISCRIMINATION

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ Physical presence or ☐ online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-10 relating to the Florida Department of Environmental Protection Clean Water State Revolving Fund Loan Program; Making findings; Authorizing the loan application; Authorizing the loan agreement; Designating an authorized representative; Providing assurances; Providing for conflicts, Severability, and an effective date.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Adopt

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the sewer system inflow and infiltration abatement program; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the Clean Water State Revolving Fund (CWSRF) loan priority list designates Project No. 05064 as eligible for available funding from the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI); and

WHEREAS; the City of Cocoa Beach, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the Clean Water State Revolving Fund for project financing.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Cocoa Beach, Florida is authorized to apply for a loan from the FDEP's CWSRF in the amount of \$15,024,000 to finance the sewer system inflow and infiltration abatement program.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 of any other section or part of this Resolution.

SECTION 9. This Resolution shall become effective immediately upon its approval.

RESOLUTION NO. _____

PASSED and ADOPTED IN PUBLIC SESSION of the City Commission of the City of Cocoa Beach, Florida, on this _____, of _____ in 20____.

Keith Capizzi, Mayor, Seat 1

Joshua Jackson, Commissioner, Seat 2

Karalyn Woulas, Commissioner, Seat 3

Skip Williams, Commissioner, Seat 4

Jeremy Hutcherson, Commissioner, Seat 5

APPROVED AS TO FORM AND LEGALITY by

Becky Vose, City Attorney

FILED in the Office of the City Clerk on the _____ day of _____, 20____.

Karin Grooms, City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN
PROGRAM for
Point Source Water Pollution Control**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Cocoa Beach
Federal Employer Identification Number 59-6000300
DUNS Number UEI: EC2CGZU3RQY7 (DUNS: 055946800)
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Wayne Carragino Title City Manager
Telephone 321.868.3201 FAX _____ Email wcarragino@cityofcocoa beach.com
Mailing Address 1600 Minuteman Causeway Cocoa Beach, FL 32931
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Brad Kalsow Title Director, Water Reclamation Dept.
Telephone 321.868.3308 FAX _____ Email bkalsow@cityofcocoa beach.com
Employer City of Cocoa Beach
Mailing Address 1600 Minuteman Causeway Cocoa Beach, FL 32931
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* n/a).
Name Sheryl Parsons Title Funding Practice Leader
Telephone 608.443.0404 FAX _____ Email sheryl.parsons@meadhunt.com
Employer Mead & Hunt
Mailing Address 4401 Eastport Parkway, Port Orange, FL 32127
- (5) PROJECT NUMBER (listed on the Department's priority list). 05064
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #* 1)

- (1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #* 2) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If “No”, please explain. (*Attachment #* n/a)
- (2) SCHEDULE.
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|----------------|
| Planning documentation | <u>07/2024</u> |
| Engineering work | <u>12/2024</u> |
| Certification of site availability | <u>07/2024</u> |
| Permit | <u>12/2024</u> |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #* n/a) ☐ Yes ☒ No
- (c) Is this a design/build project? ☒ Yes ☐ No
- (3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? ☒ Yes ☐ No
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* n/a) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) ACTIVITIES.
- (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #* 3).
Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No
If “No”, please explain. (*Attachment #* n/a)
- (b) Have any of the contracts been bid? ☐ Yes ☐ No
If “Yes”, indicate which contracts have been bid. (*Attachment #* n/a)
- (c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☒ No
If “Yes”, give the SRF loan number. _____
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No
If “Yes”, attach a copy of the interlocal agreement. (*Attachment #* n/a)
Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No
If “No”, please explain (*Attachment #* n/a).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 03/2025
- (b) Anticipated completion of all construction contracts. 08/2026
- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No
- If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # n/a) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 15,024,000
- Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.
- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.
- What is the useful life of the project? 40 (years)
- Over how many years would you like to amortize the loan? N/A (years)
- (b) List all revenues that are to be pledged for repayment of this loan. N/A (100% Principal Forgiveness).
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.
- What coverage is proposed for the loan? N/A % (coverage percentage)
- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No
- If "Yes", please list. (Attachment # n/a)
- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.
- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # 4) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment # n/a*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment # n/a*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment # 5*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment # 6*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal ^{\$2}Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____

(signature)

Wayne Carragino

(name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS (EXCLUDING SRF LOANS)

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

Identify Each Obligation	#1	#2	#3
	Capital Improve. Refunding Rev. Note, Series 2014B	WW Utility System Refunding Bond, Series 2020	Truist Bank Equipment Lease
Coverage	_____ %	_____ %	_____ %
Insured?	☒ Yes _____ No	☒ Yes _____ No	☒ Yes _____ No

Fiscal Year	Annual Debt Service (Principal Plus Interest)			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2011	2022	\$ 326,938	\$ n/a	\$ 326,938	\$ 326,938
2012	2023	\$ 326,016	\$ 1,596,083	\$ 2,013,822	\$ 2,013,822
2013	2024	\$	\$ 1,615,962	\$ 1,707,684	\$ 1,707,684
2014	2025	\$	\$ 1,616,889	\$ 1,708,612	\$ 1,708,612
2015	2026	\$	\$ 1,615,445	\$ 1,707,167	\$ 1,707,167
2016	2027	\$	\$ 1,617,664	\$ 1,709,387	\$ 1,709,387
2017	2028	\$	\$ 1,616,480	\$ 1,616,480	\$ 1,616,480
2018	2029	\$	\$ 1,616,942	\$ 1,616,942	\$ 1,616,942
2019	2030	\$	\$ 1,617,017	\$ 1,617,017	\$ 1,617,017
2020	2031	\$	\$ 1,617,706	\$ 1,617,706	\$ 1,617,706
2021	2032	\$	\$ 1,616,993	\$ 1,616,993	\$ 1,616,993
2022	2033	\$	\$ 1,616,893	\$ 1,616,893	\$ 1,616,893
2023	2034	\$	\$ 806,390	\$ 806,390	\$ 806,390
2024	2035	\$	\$ 0	\$ 0	\$ 0
2025	2036	\$	\$	\$	\$
2026	2037	\$	\$	\$	\$
2027		\$	\$	\$	\$
2028		\$	\$	\$	\$
2029		\$	\$	\$	\$
2030		\$	\$	\$	\$
2031		\$	\$	\$	\$
2032		\$	\$	\$	\$
2033		\$	\$	\$	\$
2034		\$	\$	\$	\$
2035		\$	\$	\$	\$
2036		\$	\$	\$	\$
2037		\$	\$	\$	\$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

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

	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenues (Source)		
Charges for Services	\$8,116,786	\$7,956,036
Other Operating Revenues	\$58,647	\$126,375
(b) Interest Income	\$2,794	
(c) Other Income or Revenue (Identify)		
Investment Earnings	\$2,131	\$384,392
(d) Total Revenues	\$8,180,358	\$8,466,803
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$4,950,717	\$4,012,648
(f) Net Revenues [(f) = (d) – (e)]	\$3,224,716	\$4,069,763
(g) Debt Service (including any required coverage)	\$326,938	\$2,013,822
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # <u>7,8</u>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # <u>n/a</u>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # <u>n/a</u>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #* 9)

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
(a) Operating Revenue	<u>\$9,027,400</u>	<u>\$9,478,770</u>	<u>\$9,952,709</u>	<u>\$10,450,344</u>	<u>\$10,972,861</u>
(b) Interest Income	<u>\$77,000</u>	<u></u>	<u></u>	<u></u>	<u></u>
(c) Other Income or Revenue (identify)					
(d) Total Revenues	<u>\$9,104,400</u>	<u>\$9,478,770</u>	<u>\$9,952,709</u>	<u>\$10,450,344</u>	<u>\$10,972,861</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$5,628,594</u>	<u>\$5,910,024</u>	<u>\$6,205,525</u>	<u>\$6,515,801</u>	<u>\$6,841,591</u>
(f) Net Revenues (f = d - e)	<u>\$3,398,806</u>	<u>\$3,568,746</u>	<u>\$3,747,184</u>	<u>\$3,934,543</u>	<u>\$4,131,270</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>\$1,707,684</u>	<u>\$1,708,612</u>	<u>\$1,707,167</u>	<u>\$1,709,387</u>	<u>\$1,616,480</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$367,934</u>	<u>\$367,937</u>	<u>\$367,941</u>	<u>\$367,944</u>	<u>\$367,946</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$1,323,188</u>	<u>\$1,492,197</u>	<u>\$1,672,076</u>	<u>\$1,857,212</u>	<u>\$2,146,844</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #</i> <u>10,11</u> <u>12,13</u>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				☒ Yes	☐ No

If “No”, please explain. (*Attachment #* n/a)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]

**STATE OF FLORIDA STATE REVOLVING FUND (SRF)
PROJECT SPONSOR'S FISCAL SUSTAINABILITY PLAN CERTIFICATION**

Project Sponsor: The City of Cocoa Beach, FL
Project Name: Sewer System Inflow and Infiltration Abatement Program
Project Number: 05064

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Section 603(d)(1)(E) of the FWPCA requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan.

(E) for a treatment works proposed for repair, replacement, or expansion, and eligible for assistance under subsection (c)(1), the recipient of a loan shall –

(i) develop and implement a fiscal sustainability plan that includes –

(I) an inventory of critical assets that are a part of the treatment works;

(II) an evaluation of the condition and performance of inventoried assets or asset groupings;

(III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and

(IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or

(ii) certify that the recipient has developed and implemented a plan that meets the requirements under clause (i);

I understand that a fiscal sustainability plan must be developed and implemented for the above referenced project, and certify that the developed plan meets the requirements set forth with Section 603(d)(1)(E) of the FWPCA.

I also certify that this fiscal sustainability plan will be implemented prior to the final loan disbursement.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

Wayne Carragino, City Manager

Typed Name and Title of the Sponsor's Authorized Representative

Signature of the Sponsor's Authorized Representative

Date



May 28, 2024

Ms. Angela Knecht
Program Administrator
State Revolving Fund Management
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: 05064 – City of Cocoa Beach
Sewer System Inflow and Infiltration Abatement Program

Dear Ms. Knecht:

I am the duly appointed City Attorney for the City of Cocoa Beach. The City proposes to borrow \$15,024,000 (with 100% principal forgiveness) from the Clean Water State Revolving Fund, Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) to implement the sewer system inflow and infiltration abatement program. Since the principal will be completely forgiven, there is no need to pledge any revenues for repayment.

Sincerely,

Gretchen R.H. Vose
City Attorney
City of Cocoa Beach

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Adopt Resolution 2024-09 relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), Adoption of the Wastewater Facility Plan for implementation of a sewer inflow and infiltration abatement program.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Adopt

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

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.

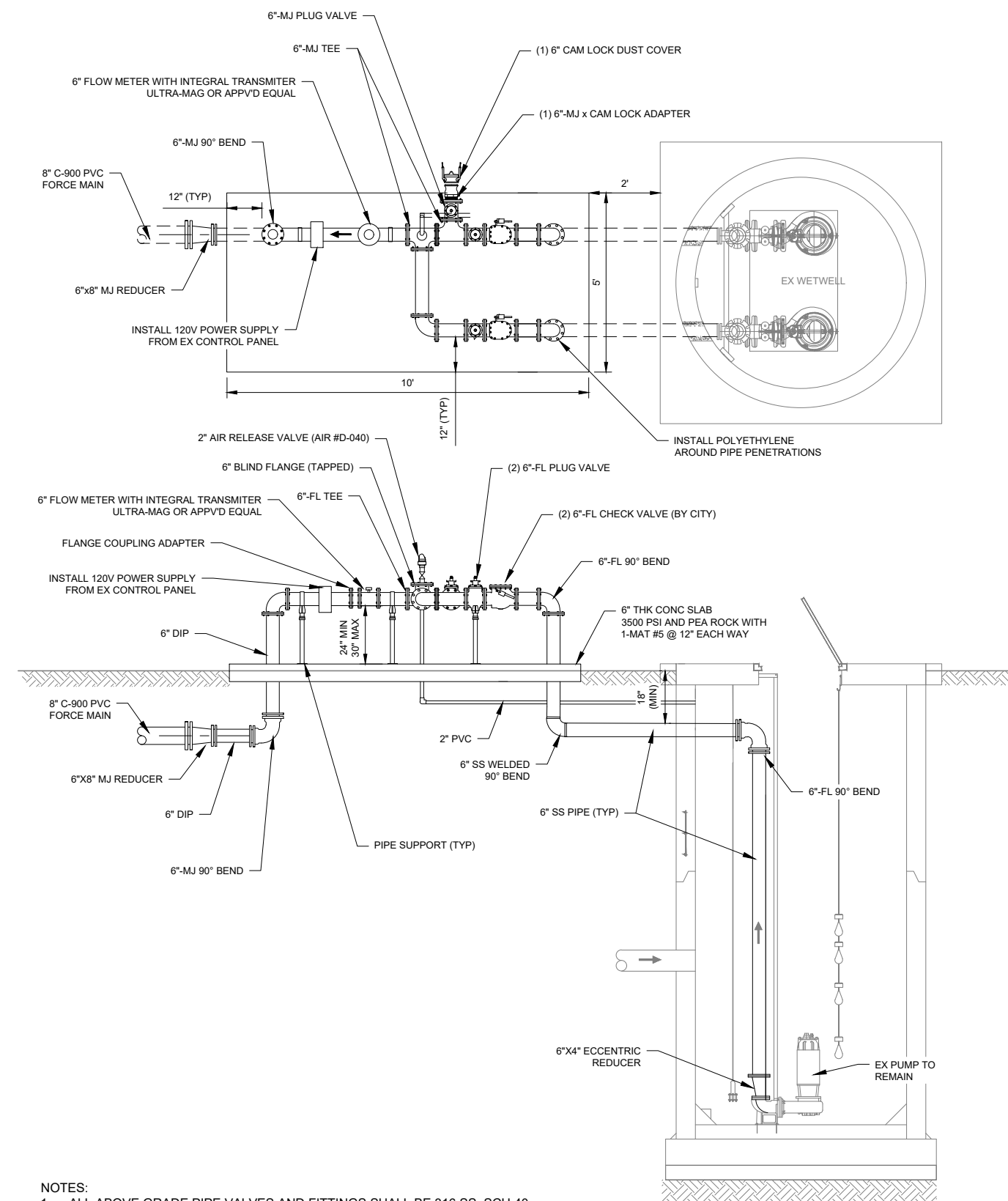
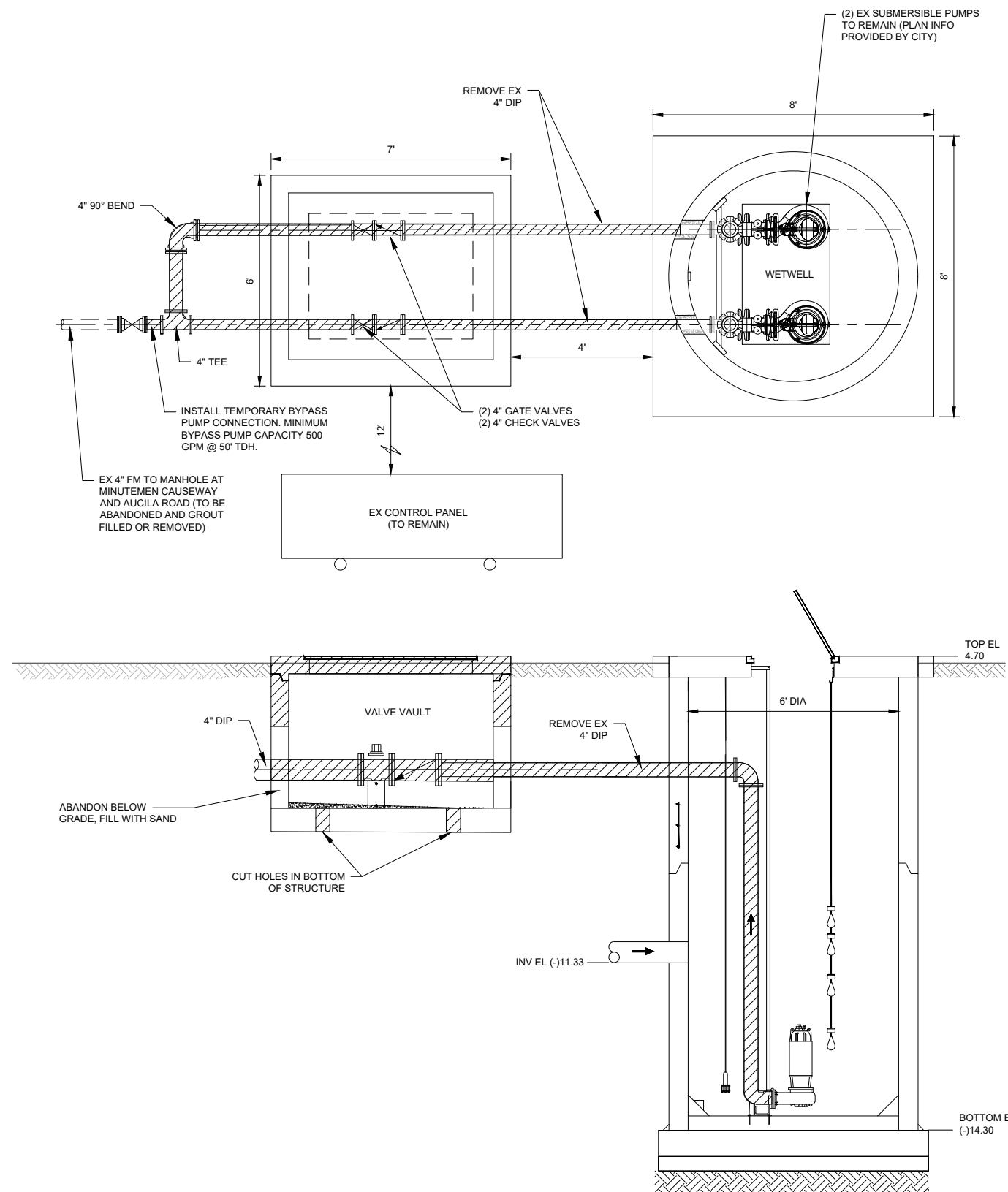
4. Proposed Wastewater and Reclaimed System Improvements

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**.



NOTES:

1. ALL ABOVE GRADE PIPE VALVES AND FITTINGS SHALL BE 316 SS, SCH 40
2. ALL BELOW GRADE PIPE VALVES AND FITTINGS SHALL BE MECHANICAL JOINT (MJ)



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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 CIRCLE DRAWINGS

SHEET CONTENTS

LIFT STATION

SECTIONS

C-302



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



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Water Reclamation Facility Plan

Lift Station Location Map

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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

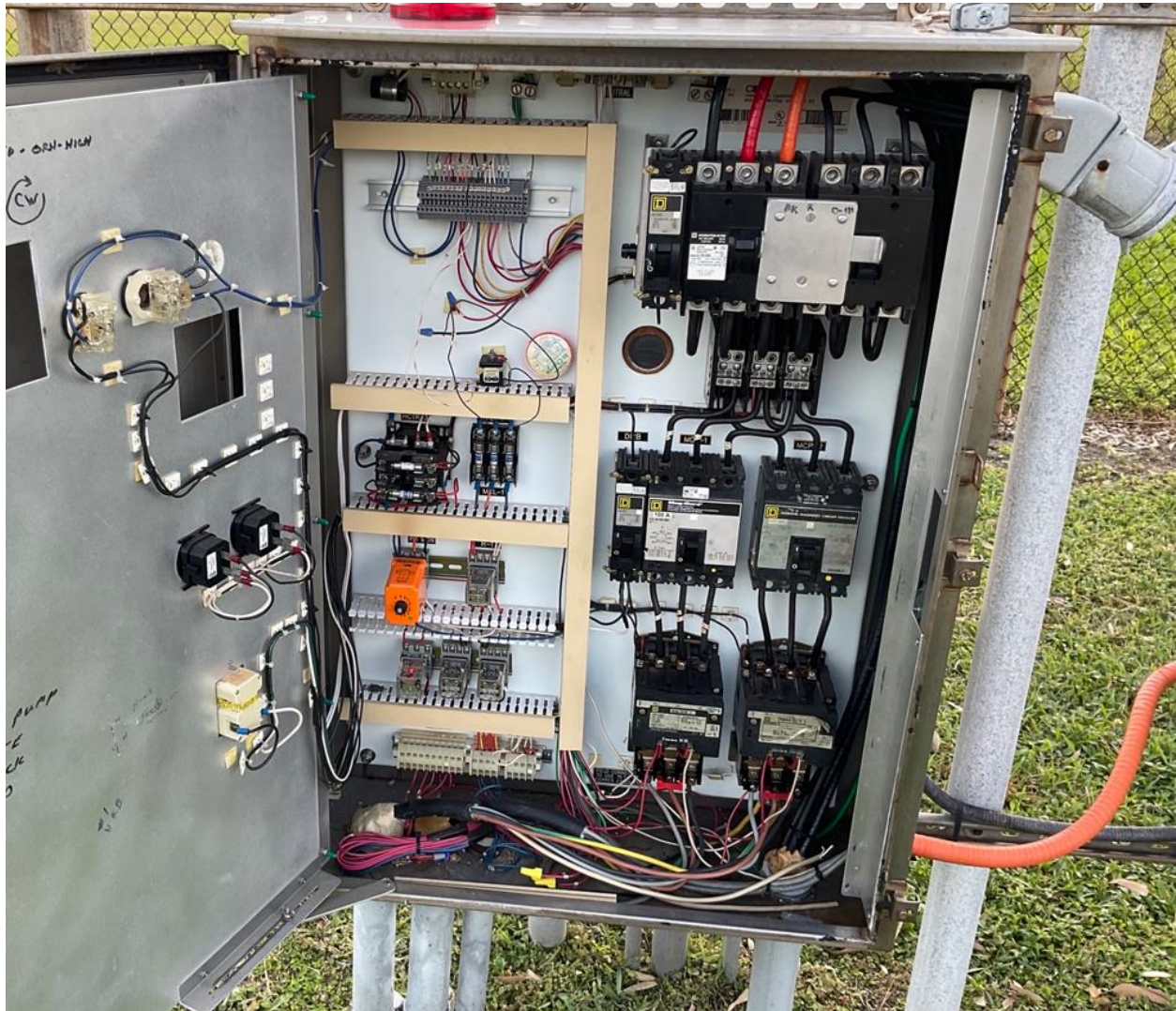


TABLE 4-4: LIFT STATION 6 REPAIRS COST ESTIMATE

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

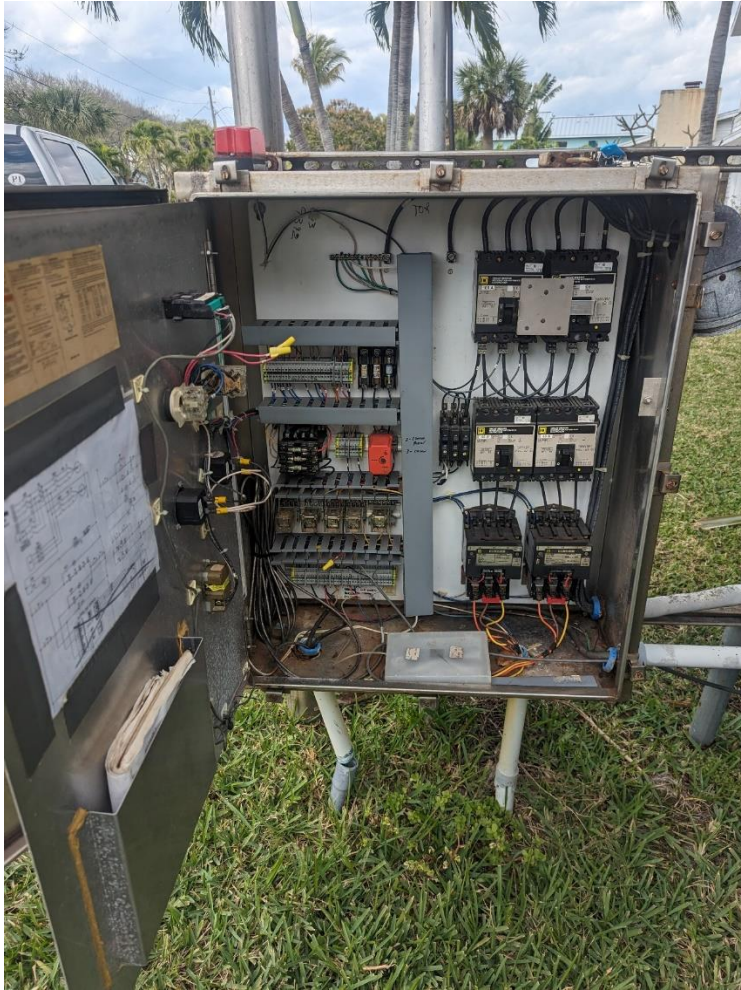


TABLE 4-8: LIFT STATION 14 REPAIRS COST ESTIMATE

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

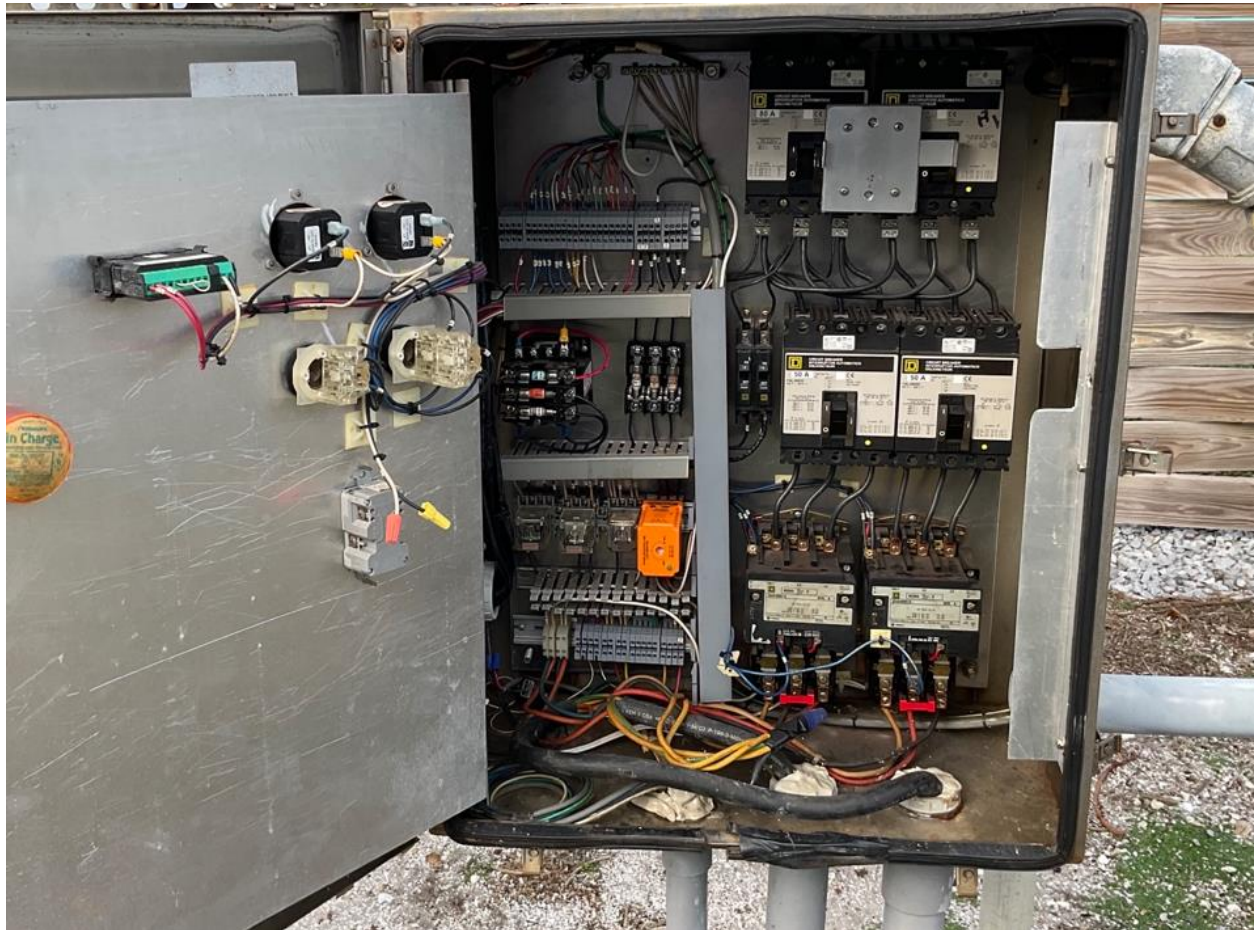


TABLE 4-9: LIFT STATION 15 REPAIRS COST ESTIMATE

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

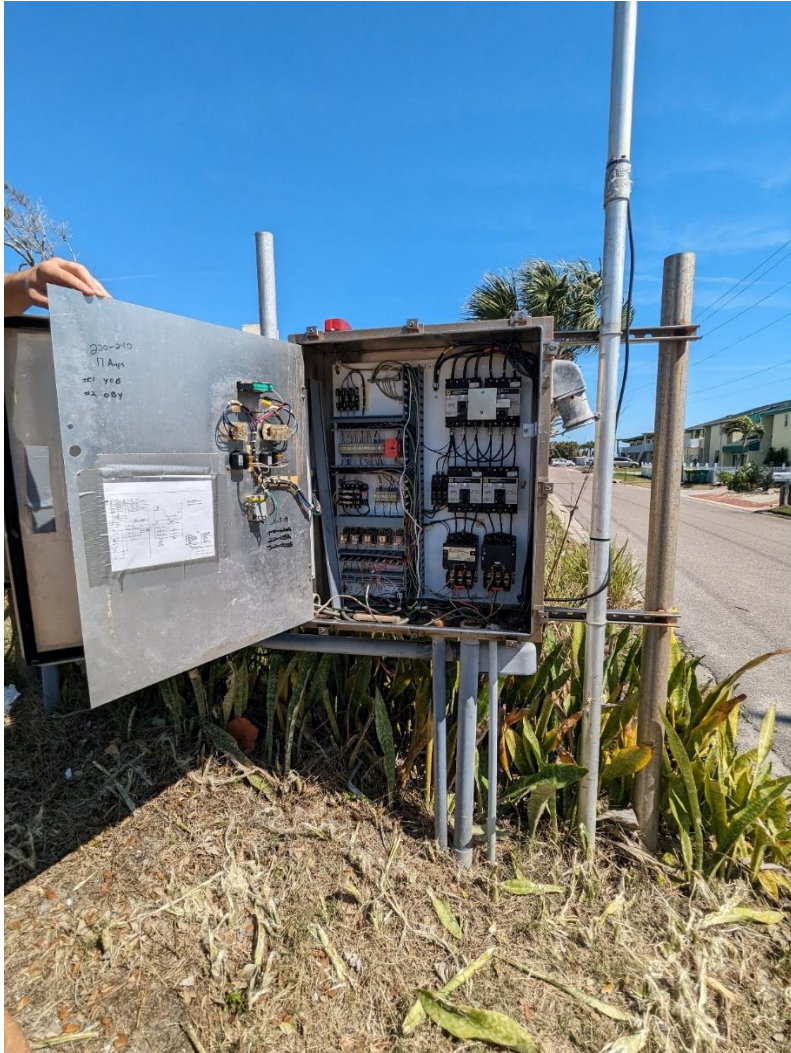


TABLE 4-10: LIFT STATION 16 REPAIRS COST ESTIMATE

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

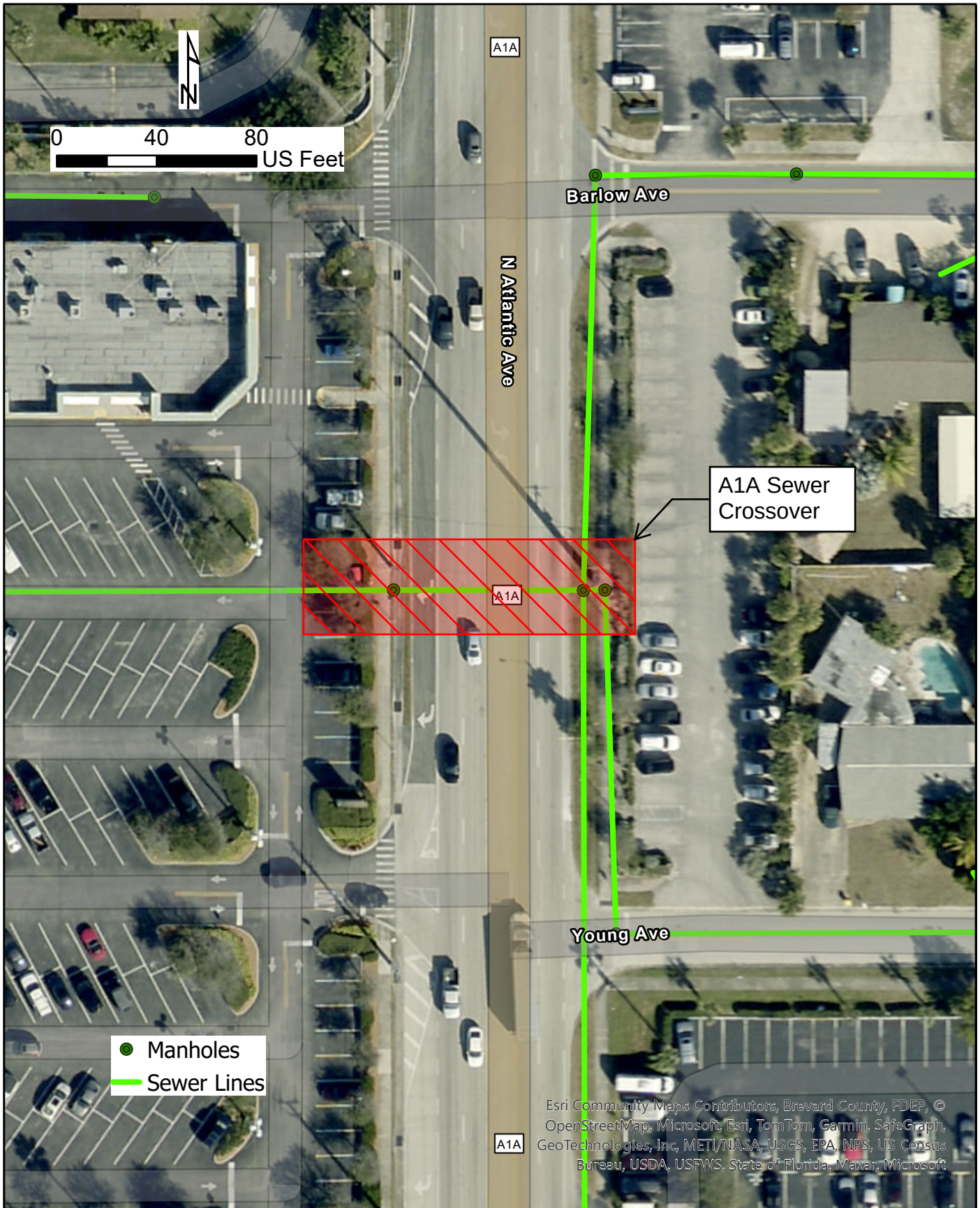
Option 2 – No Action

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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- Manholes
- Sewer Lines
- ▭ Crossover Locations

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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

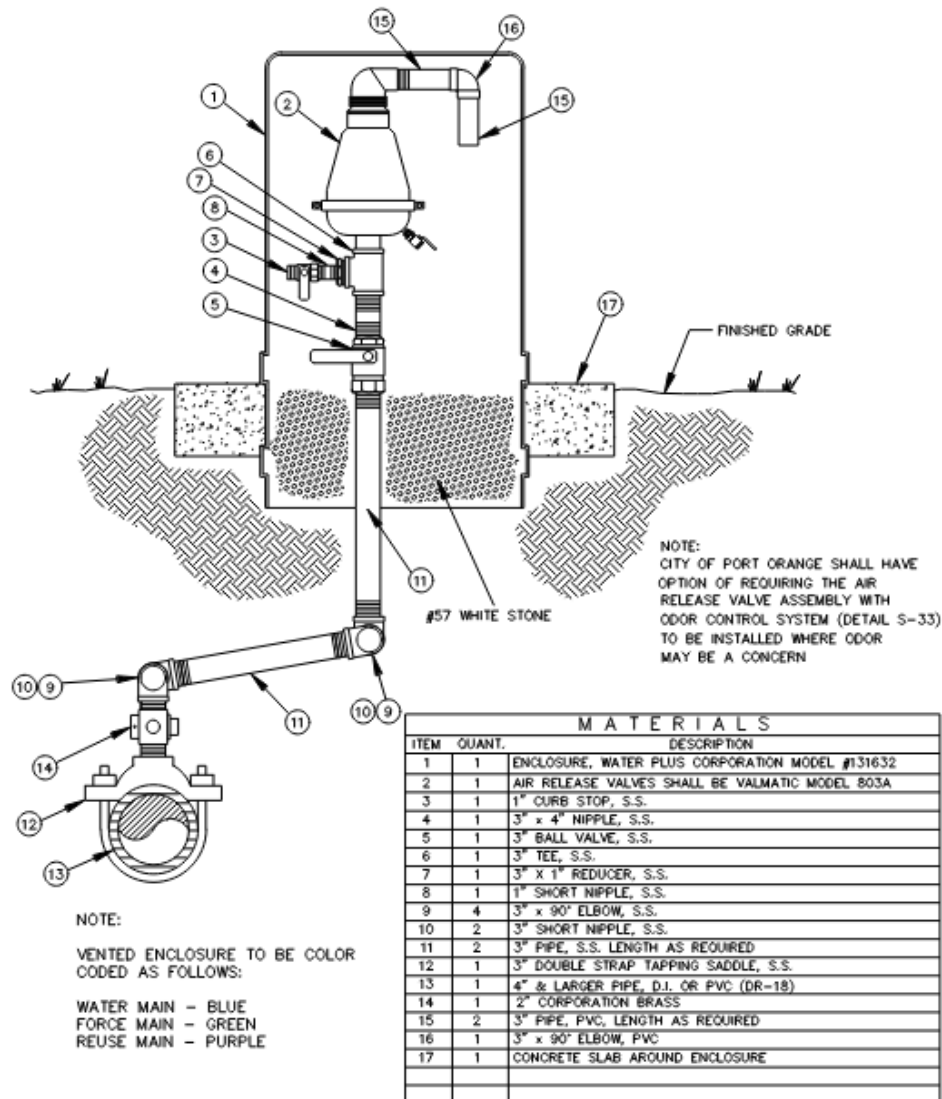
TABLE 4-13: LIFT STATION 5 ODOR CONTROL

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

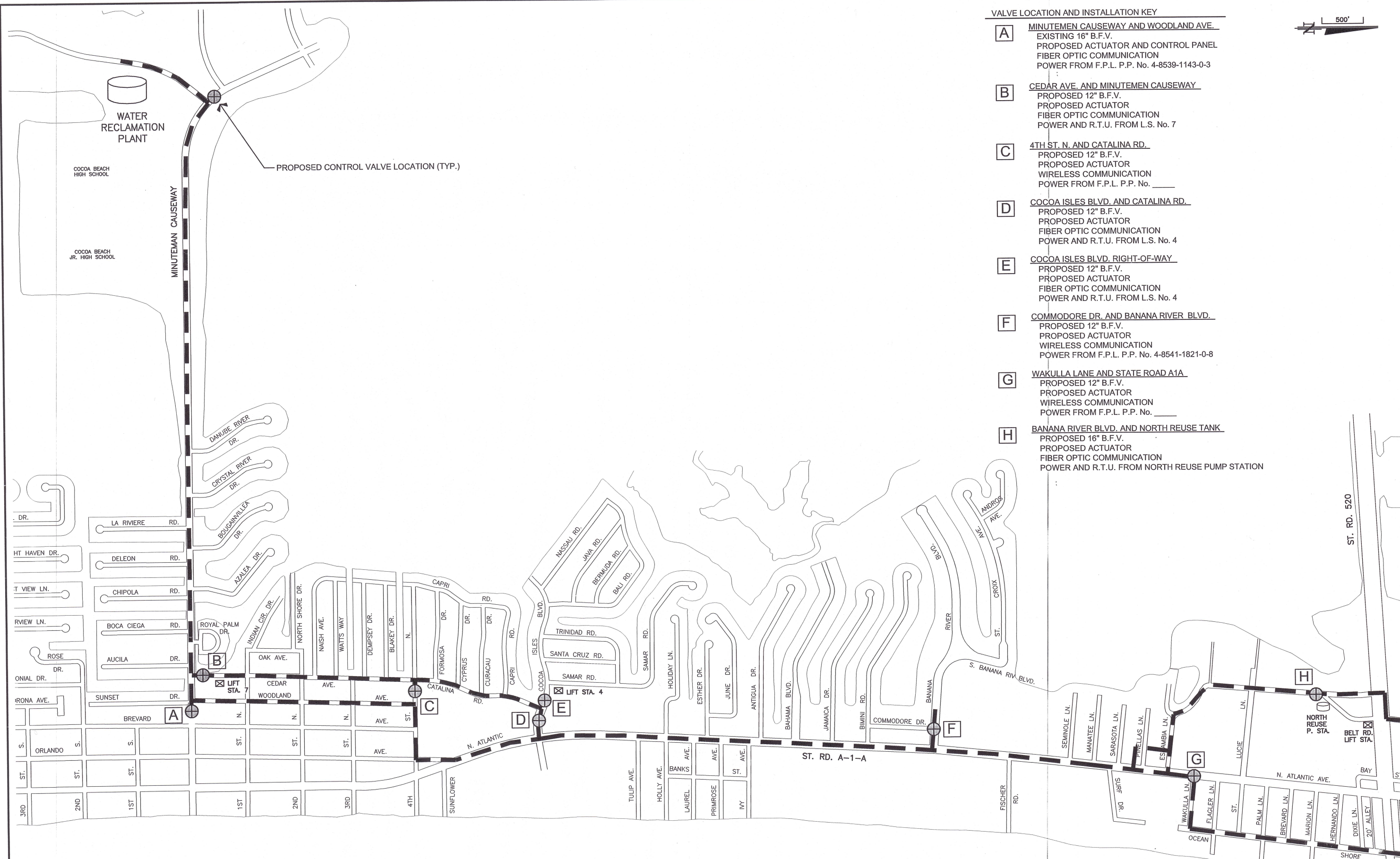
Table 4-16 displays a summary of each WRF Upgrades project and their associated costs.

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

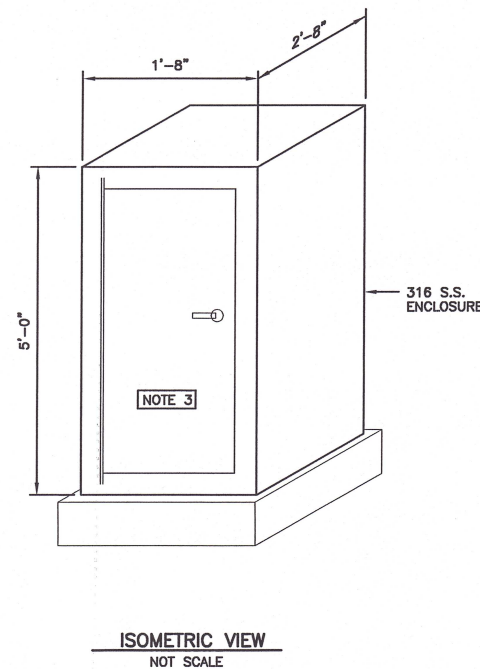
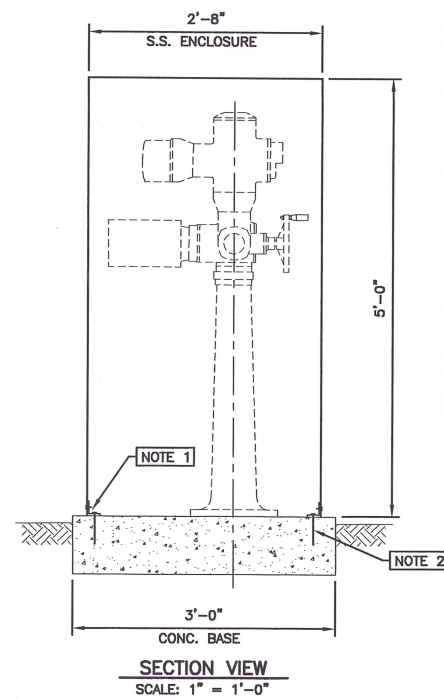
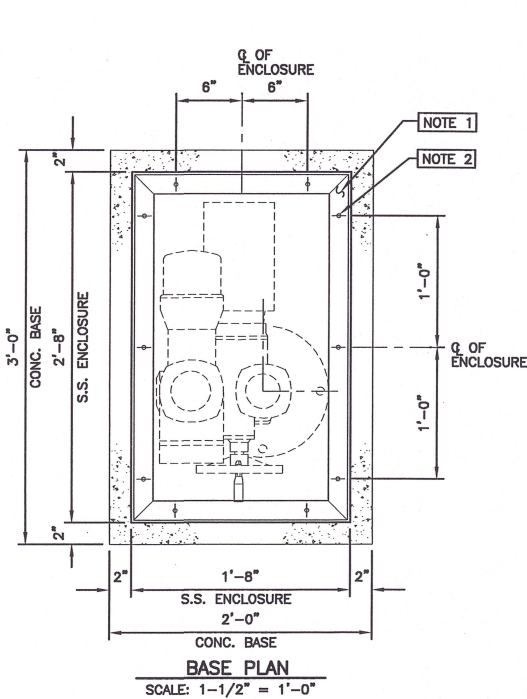
The City has eight (8) motor actuated valves in their reclaimed water transmission network that were installed as part of a Reuse Control Valves Installation project in 2006. Due to aging of the valves, they are now inoperable. This limits the City's ability to isolate portions of their reclaimed transmission 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

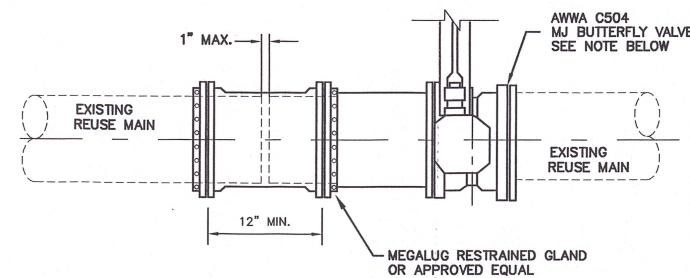
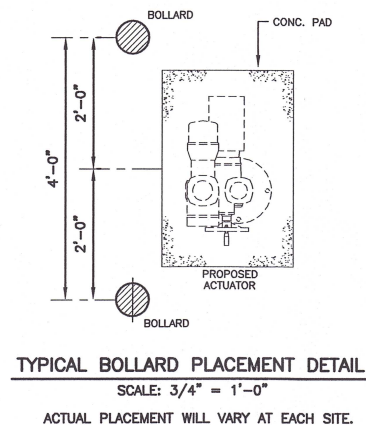
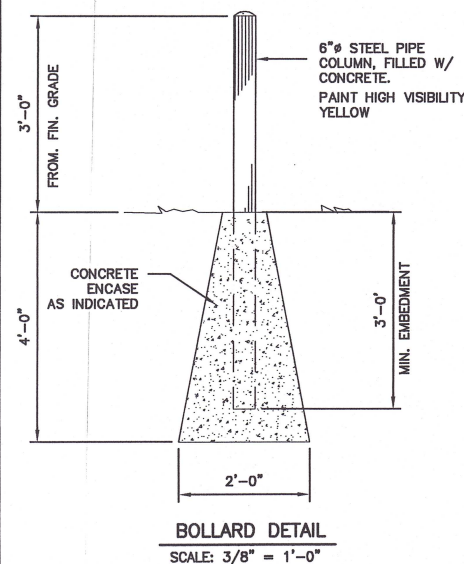
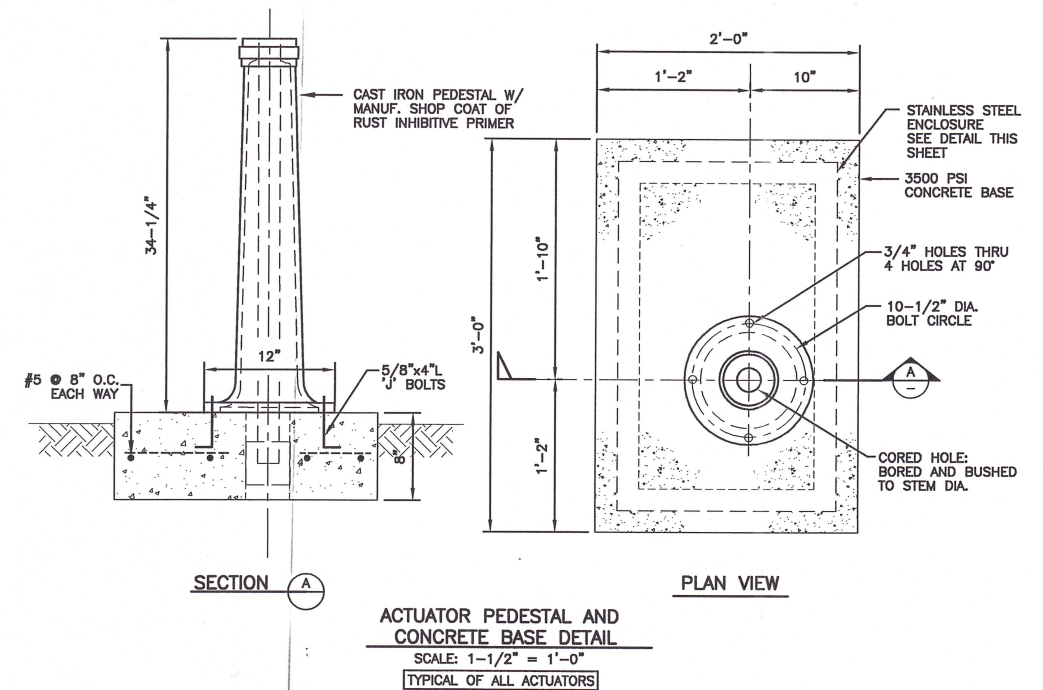
QUENTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626 FAX 386 761-3977				CITY OF COCOA BEACH BREVARD COUNTY, FLORIDA		REUSE CONTROL VALVE INSTALLATIONS		VICINITY MAP AND PROJECT KEY		RICHARD W. FERNANDEZ, P.E. 14722 MARK A. HAMPTON, P.E. 27391 BRADLEY T. BLAIS, P.E. 47130 DAVID A. KING, P.E. 50809 ANDREW M. GIANNINI, P.E. 46601		DESIGNED BB DATE 01-06	SCALE AS SHOWN	SHEET NO. 2 OF 9
NO	BY	REVISIONS	DATE	P.O. DRAWER 290247	PORT ORANGE, FLORIDA 32129-0247	386 761-8810						DRAWN PEJ DATE 01-06	JOB NO.	
												CHECKED ---		
												APPROVED ---		



16 GA. 316 S.S. ACTUATOR ENCLOSURE

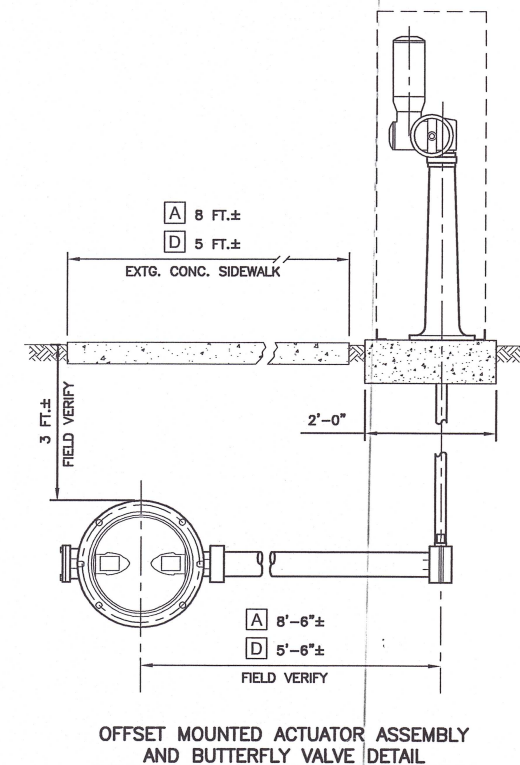
TYPICAL OF ALL ACTUATOR ENCLOSURES

- 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.

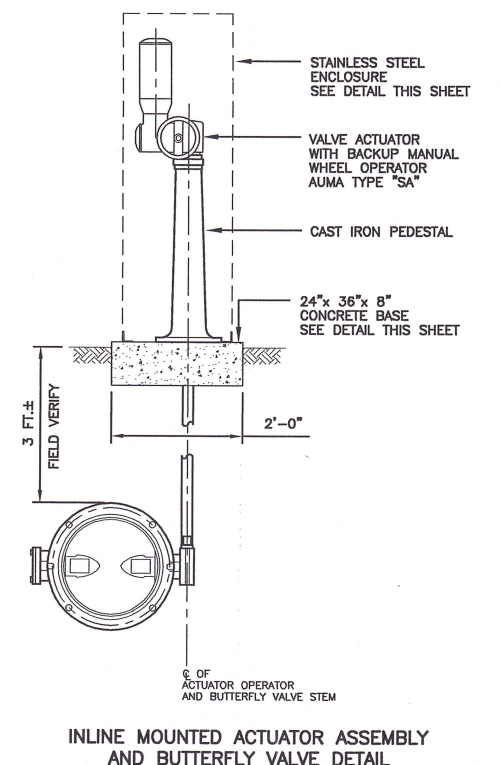


BUTTERFLY VALVE INSTALLATION DETAIL

NOTE: VALVE SIZE VARIES WITH LOCATION. SEE KEY SHEET No. 2, ACTUATOR/BUTTERFLY VALVE ASSEMBLY DETAILS THIS SHEET, AND INDIVIDUAL VALVE SITE PLANS FOR VALVE SIZES.



- A EXISTING 16" BUTTERFLY VALVE
- D PROPOSED 12" BUTTERFLY VALVE



- B PROPOSED 12" BUTTERFLY VLV.
- C PROPOSED 12" BUTTERFLY VLV.
- E PROPOSED 12" BUTTERFLY VLV.
- F PROPOSED 12" BUTTERFLY VLV.
- G PROPOSED 12" BUTTERFLY VLV.
- H PROPOSED 16" BUTTERFLY VLV.

				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					
				FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626																BRADLEY T. BLAIS, P.E. 47130				CHECKED		---		DATE									
				FAX 386 761-3977																DAVID A. KING, P.E. 50609				APPROVED		---		DATE									
				P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810																ANDREW M. GIANNINI, P.E. 46601																	
NO				BY				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

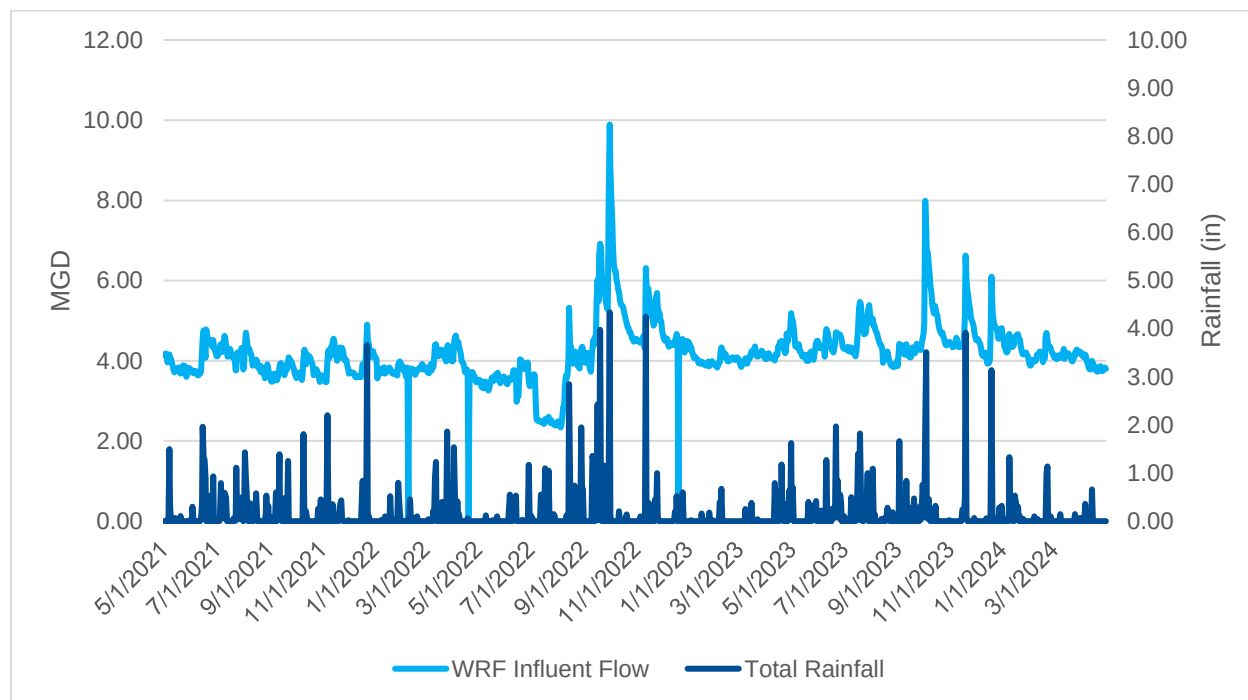
The City of Cocoa Beach (City) has a need to rehabilitate the sanitary sewer, laterals, and manholes by performing necessary repairs to mitigate the sanitary sewer overflows (SSO) observed during Hurricane Ian. Located on a barrier island, the City of Cocoa Beach has a significant flooding problem during 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.

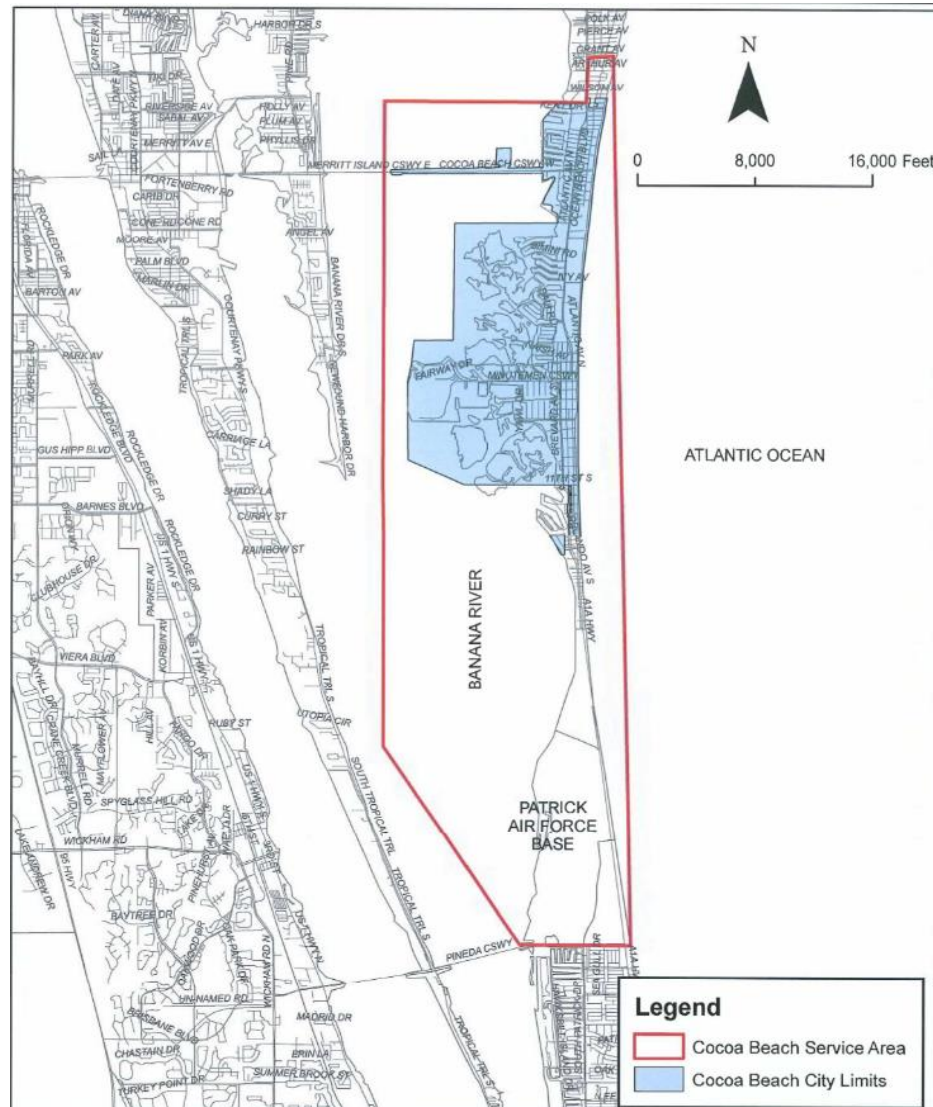
FIGURE 4-38: TOTAL RAINFALL VS. INFLUENT FLOW



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>\$300,480</u>
Subtotal	<u>\$15,324,480</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 050621 Coverage % 15 Insured (Yes/No)	#2CW SRF 050630 Coverage % 15 Insured (Yes/No)	#3CW SRF 050610 Coverage % 15 Insured (Yes/No)
#4 CW SRF 050620 Coverage % 15 Insured (Yes/No) Yes	#5 Refunding Note, Series 2014B Coverage % Insured (Yes/No) Yes	#6 WW Utility Rev Bond, Series 2020 Coverage % Insured (Yes/No) Yes

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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)		
<u>Charges for Services</u>	<u>\$8,116,786</u>	<u>\$7,956,036</u>
<u>Other Operating Revenues</u>	<u>\$58,647</u>	<u>\$126,375</u>
(b) Interest Income	<u>\$2,794</u>	
(c) Other Incomes or Revenues (Identify)		
<u>Investment Earnings</u>	<u>\$2,131</u>	<u>\$384,392</u>
(d) Total Revenues	<u>\$8,180,358</u>	<u>\$8,466,803</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>\$3,224,716</u>	<u>\$4,069,763</u>
(g) Debt Service (including coverage) Excluding SRF Loans	<u>\$326,938</u>	<u>\$2,013,822</u>
(h) Debt Service (including coverage) for Outstanding SRF Loans	<u>\$2,285,048</u>	<u>\$368,370</u>
(i) Net Revenues After Debt Service (i = f – g – h)	<u>\$612,730</u>	<u>\$1,687,571</u>

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

Notes: Complete schedule of Prior and Parity Liens attached.

**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	\$10,910,870
Other Operating Revenues	\$51,000	\$53,550	\$56,228	\$59,039	\$61,991
(b) Interest Income	\$77,000				
(c) Other Incomes or Revenues (Identify)					
(d) Total Revenues	\$9,104,400	\$9,478,770	\$9,952,709	\$10,450,344	\$10,972,861
(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)	\$3,398,806	\$3,568,746	\$3,747,184	\$3,934,543	\$4,131,270
(g) Existing Debt Service on Non-SRF Projects (including coverage)	\$1,707,684	\$1,708,612	\$1,707,167	\$1,709,387	\$1,616,480
(h) Existing SRF Loan Debt Service (including coverage)	\$367,934	\$367,937	\$367,941	\$367,944	\$367,946
(i) Total Existing Debt Service (i = g + h)	\$2,075,618	\$2,076,549	\$2,075,108	\$2,077,331	\$1,984,426
(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)					
(m) Net Revenues After Debt Service (m = f - l)					

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 NUMBER 2024-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF A SEWER SYSTEM INFLOW AND INFILTRATION ABATEMENT PROGRAM, EFFECTIVE THIS 06 DAY OF JUNE, 2024.

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

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

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 purpose of sewer system inflow and infiltration abatement;

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Cocoa Beach, Florida formally approves and adopts the City of Cocoa Beach Facility Plan as written and presented to the City Commission on this 6 day of June , 2024.

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 Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater system improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor 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 invalidated 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.

RESOLUTION NO. 2024-09

PASSED and ADOPTED IN PUBLIC SESSION of the City Commission of the City of Cocoa Beach, Florida, on this 6 of June in 2024.

Keith Capizzi, Mayor, Seat 1

Joshua Jackson, Commissioner, Seat 2

Karalyn Woulas, Commissioner, Seat 3

Skip Williams, Commissioner, Seat 4

Jeremy Hutcherson, Commissioner, Seat 5

APPROVED AS TO FORM AND LEGALITY by

Becky Vose, City Attorney

FILED in the Office of the City Clerk on the 06 day of June, 2024.

Karin Grooms, City Clerk

**STATE OF FLORIDA STATE REVOLVING FUND (SRF)
PROJECT SPONSOR'S COST AND EFFECTIVENESS CERTIFICATION
AND WATER/ENERGY CONSERVATION CERTIFICATION**

Project Sponsor: The City of Cocoa Beach
Project Name: Sewer System Inflow and Infiltration Abatement Program
Project Number: 05064

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Sections 602(b)(13)(A) and (B) of the FWPCA requires that the loan recipient:

(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and

(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account –

- (i) the cost of constructing the project or activity;*
- (ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and*
- (iii) the cost of replacing the project or activity;*

We certify that the above referenced project meets the requirements set for in Sections 602(b)(13)(A) and (B) of the FWPCA. We also certify that the documentation justifying this certification will be made available upon request.

We understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

Project Authorized Representative

Print Name: Wayne Carragino

Signature: _____

Date: _____

Professional Engineer

Print Name: Tanner Rachal

Signature: Tanner Rachal
Digitally signed by Tanner Rachal
DN: CN=Tanner Rachal
Date: 2024.05.16 11:05:03-04'00'

Date: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Scott Maxim, Project Manager

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Approve Continuing Services Contracts For Minor Construction Projects for Bid CB 24-004.

Representative: Scott Maxim, Project Manager

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

The intent of the Request for Qualifications (RFQ) is to pre-qualify and enter into Continuing Services Agreements with various contractors to provide all labor and materials for maintenance & minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed in Exhibit A (Scope of Services) of the advertised RFQ (see attachment). The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the city that when services are needed the city will negotiate with contractors with whom the city has a Continuing Services Agreement. The services to be performed by a contractor will be set forth in the scope of services described in "Work Orders" to be issued by city from time to time. On March 24, 2024, the city advertised a Request for Qualifications (RFQ) for Public Works Continuing Services Contracts for Minor Construction Projects. Eighteen (18) responses were received on May 03, 2024. An evaluation committee was selected consisting of the following: 1) Wayne Carragino, City Manager, 2) Brad Kalsow, Water Rec Director, 3) Devan Taly, CRA Coordinator. The evaluation committee met on May 09, 2024 and came to a consensus based on the RFQ evaluation of responsiveness and responsibility. The committee is requesting the following Sixteen (15) contractors be offered continuing services contracts:

- 1) Brevard Nursery & Landscaping
- 2) Dave Kalm Plumbing
- 3) Engineered Cooling Services
- 4) FMS Consultants
- 5) Immaculate Reflections
- 6) Kendal Signs
- 7) Marlowe Landscaping
- 8) McDines Painting
- 9) Otis Elevator Co.
- 10) Padegenis Cleaning

- 11) Robb Potts Lawncare
- 12) Southeast Services of Central Florida
- 13) Sun Plumbing & Mechanical Systems
- 14) Weatherproofing Technologies Inc.
- 15) Universal Contracting & Construction

CITY OF COCOA BEACH
REQUEST FOR QUALIFICATIONS
CB 24 - 005



PUBLIC WORKS CONTINUING SERVICES
CONTRACTS FOR MAINTENANCE & MINOR
CONSTRUCTION PROJECTS
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It is the intent of the City of Cocoa Beach to pre-qualify and enter into Continuing Services Agreements with various CONTRACTORS to provide all labor and materials for maintenance & minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed in Exhibit A (Scope of Services). The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. The City reserves the right to accept or reject any and all proposals or any part of any 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, and to engage in value engineering with the lowest responsive bidder. 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 Quotes, 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.

1. PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver sealed proposals to the temporary City Clerk's office, Public Works Facility, 1600 Minutemen Causeway, Cocoa Beach, Florida, 32931 **until Friday, May 03, 2024 at 2:00 p.m.** local time. All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** 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

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or informality in the bids received, to determine, in its sole discretion, whether or not 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 Proposer's responsibility to read and understand the requirements of this solicitation of 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 proposal, 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 proposal. The Proposer shall submit **one (1) ORIGINAL, three (3) COPIES, and a flash/jump 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 initial proposals having erasures or corrections in ink.

2. PROPOSAL SUBMISSIONS

All proposals must be submitted to the temporary CITY CLERKS OFFICE at the Public Works Facility, 1600 Minutemen Causeway, Cocoa Beach, FL 32931. Please submit all information as outlined below. The City at its discretion may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Please provide responses to the following:

- A. Proposal Form and Certification:** Complete the form enclosed as Exhibit B and return in the submittal.
- B. Standard Contract Addendum:** Execute the Standard Contract Addendum in Exhibit C and return in the submittal.
- C. Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:
1. Experience record showing the proposer training and experience in similar work.
 2. List of similar projects completed in the applicable work discipline (see Exhibit A Scope of Services) with location, dates of contracts, and

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references. Specifically identify any similar projects within a coastal community. 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.

3. SCHEDULE OF EVENTS

The Schedule as 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, March 24, 2024	Advertise Proposal
Thursday, April 04, 2024	Non – Mandatory Pre-Bid Meeting
Friday, April 19, 2024	Deadline for Written Questions
Friday, May 03, 2024	Deadline for Submission/Public Bid Opening
Thursday, May 16, 2024	Bid Award

4. NON – MANDATORY PRE-BID MEETING

A non - mandatory pre-bid conference will be held on Thursday, April 04, 2024, at 10:00 a.m. in the Public Works Facility at 1600 Minutemen Causeway, Cocoa Beach FL 32931. This Pre-Proposal conference will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

5. PUBLIC BID OPENING

- A.** All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for an 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. A copy of the bid opening form will be posted to City's website after opening.
- B.** A review committee will conduct a review of the Proposals and recommend selection of the most qualified Proposals. The selected Proposals and

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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 review 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.

6. CONTRACT AGREEMENTS

The City anticipates entering contracts with the various Proposers who submit proposals judged by the City to be in the best interest of the City. The City anticipates awarding numerous contracts. This Request for Qualifications 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. This Request for Qualifications shall be included in and be made a part of the final award.

7. CLARIFICATIONS OF THE PROPOSAL

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 Section 16.**

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 representatives.

8. 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 (see Section 16). After the deadline, proposals become a record of the City and will not be returned to the Proposer.

9. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal 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.

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10. 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 of time; 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.

11. PERFORMANCE

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

12. BID BOND, PERFORMANCE BOND, AND PAYMENT BOND

No Bid Bond or Performance Bond is required.

13. 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.

14. COPYRIGHT OR PATENT RIGHTS

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

15. 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.

16. PROJECT COORDINATOR

The project coordinator and designated liaisons for the RFQ is:

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Scott Maxim, CRA Project Technician Phone: 321 831 5360
Email: scott.maxim@cityofcocoa.beach.com

The City will not respond to oral inquiries. Proposers may submit written, (e-mailed or faxed) inquiries regarding this RFQ 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.**

17. 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, or their designated Procurement staff member, 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.

18. 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.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

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

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- 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.
- B. **Reuse of Documents.** The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

20. INSURANCE REQUIREMENTS

Insurance Requirements are as follows:

The following are required applicable 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
Worker's Compensation	Statutory
Auto Liability	\$500,000 per incident

21. 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:

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

The Contractor/Proposer/Bidder acknowledges and agrees that 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

****INCLUDE THE FOLLOWING EXHIBITS A,B & C WITH YOUR
PROPOSAL****

**EXHIBIT A
SCOPE OF SERVICES RFQ CB 23 – 001**

GENERAL SCOPE OF SERVICES:

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It is the intent of the City of Cocoa Beach to pre-qualify and enter into Continuing Services Agreements with various CONTRACTORS to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed below. The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time.

Work Disciplines

Contractors may apply for more than one discipline.
Check the box/boxes below that apply and include this page in the proposal.

- ☐ Landscaping
- ☐ Tree Trimming
- ☐ Elevators
- ☐ Painting
- ☐ Custodial Services
- ☐ Flooring
- ☐ Signage
- ☐ Plumbing
- ☐ HVAC

Work Experience

Include a general description of experience in the work discipline/disciplines checked in the proposal. Work experience should be within the last three years.

References

Include at least three (3) references for work experience projects completed in the last three (3) years in the work discipline. Include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.

EXHIBIT B

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PROJECT FORM & CERTIFICATION – RFP CB 23 – 001

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.

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EXHIBIT C

**CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM**

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2023, 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 entitled _____, dated the ____ day of _____, 2023 (“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; and

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 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

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 119.0701(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

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- 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.
 - (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 CLERK – SECOND FLOOR
1600 MINUTEMEN CAUSEWAY
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
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

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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 or agreement to defend or hold harmless 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. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., 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, Fla. Stat.

6. 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

CITY OF COCOA BEACH
REQUEST FOR QUALIFICATIONS CB 24 – 005 PUBLIC WORKS
CONTINUING SERVICES CONTRACTS FOR MAINTENANCE & MINOR
CONSTRUCTION PROJECTS

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.

7. 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.

8. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

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.

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach

Print Name: _____

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Water Reclamation /
Brad Kalsow, Director of Water Reclamation

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Approve the purchase of a 6" Trailer Mounted Solids Handling Sound Attenuated Vacuum-Assisted Bypass Pump from Thompson Pump & Manufacturing Co., Inc in the amount of \$88,396 utilizing the Florida Sheriffs Association Cooperative Purchasing Program Contract Package Item #317. This is a budgeted item.

Staff Representative: Brad Kalsow, Water Reclamation Director

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

\$120,000 was budgeted for this purchase.

BACKGROUND:

This bypass pump is a budgeted capital item to replace our oldest bypass pump in the water reclamation fleet. The pump is from the 90s and parts are becoming difficult and more expensive to come by. It is currently inoperable. This bypass pump is used for emergency situations during periods of pipe failure or lift station failure. It is part of the facilities power contingency plan as required by our operating permit.

Thompson Pump has prepared a proposal utilizing the Florida Sheriffs Competitively Bid Contract FSA23-EQU21.0/Item #317 for the amount of \$88,396

Two other companies provided proposals:

1) Mersino: \$98,159.45

2) Xylem: \$65,259.65

This company only provided the base package prices for the pump and accessories. Additional items were requested to match two other companies for a fair proposal. However, they have been unresponsive.



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

APRIL 25, 2024

Quote # FL-BL-24062

City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32931

PH: (321) 868-3308
CELL: (321) 302-2608
E: bkalsow@cityofcocoa beach.com

RE: FY 2023-2025 6" Trailer Mounted Solids Handling Sound Attenuated Vacuum-Assisted Pump

Mr. Brad Kalsow – Director,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Cocoa Beach for emergency lift station backup & general de-watering operations.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (1) Thompson Pump Model **6JSVE-DCUST-2.8-MC**, 6" trailer mounted, solids handling, sound attenuated diesel powered, vacuum-assisted by-pass pump with standard on/off control panel. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Trucks & Other Equipment. This Florida based government contract enables the City of Cocoa Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 45,947.00	\$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	6-SK	1	\$ 14,519.00	\$ 14,519.00
<< ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C	6JSC-FT4-C	1	\$ 7,703.00	\$ 7,703.00
<< ADD Option- Upgrade pumping system with (1) additional 65' auto start/stop mechanical float set, N/M	Mech Float Set	1	\$ 425.00	\$ 425.00
<< ADD Option- Upgrade pumping system with (4) 12VDC- LED outside work lights with toggle switch	Outside Work Lights	1	\$ 1,233.00	\$ 1,233.00
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside Work Lights	1	\$ 510.00	\$ 510.00
<< ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	Work Light Timer	1	\$ 326.00	\$ 326.00
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	1	\$ 544.00	\$ 544.00
<< ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	Hose Racks	1	\$ 1,378.00	\$ 1,378.00
<< ADD Option- Upgrade pumping system with protective coatings to SK enclosure	SK Protection	1	\$ 921.00	\$ 921.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	Corrosion Resist	1	\$ 3,123.00	\$ 3,123.00
<< ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	Trailer Storage Box	1	\$ 653.00	\$ 653.00
<< ADD Option- (1) 6" x 50' R- Layflat Discharge Hose, C-BxS	6x50 Discharge Hose	4	\$ 474.00	\$ 1,896.00
<< ADD Option- (1) 6" x 10' RWR-Suction Hose, C-BxS	6x10 Suction Hose	10	\$ 341.00	\$ 3,410.00
<< ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	6x90/45- Cam	2	\$ 423.00	\$ 846.00
<< ADD Option- (1) 6" FLG x 6" FCAM with B&G Kits	6FLGXFCAM	2	\$ 306.00	\$ 612.00
<< ADD Option- Upgrade pump with OVT® priming system	OVT	1	\$ 4,350.00	\$ 4,350.00
Final Model: 6JSVE-DCUST-2.8-MC				\$ 88,396.00

* Terms & Conditions *

- **DELIVERY FREIGHT: INCLUDED** - FOB: DESTINATION
- TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
- DELIVERY: 40-42 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Adopt Ordinance 1691, First Reading, An Ordinance of the City of Cocoa Beach, Florida, related to the vacation of a portion of McNabb Parkway right-of-way, approximately sixty feet long by three feet wide more particularly described herein; making findings; and providing for conflicts, severability, non-codification, and effective date. - added 06.05.24

Staff Representative: Randy Stevenson, Director of Development Services

Recommendation: Adopt on First Reading

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

BACKGROUND:

Case No: PZ-24-4

This application for Vacation of Right of Way is here for discussion and recommendation only. The presentation and vote for approval will happen at an upcoming City Commission Meeting.

On April 04, 2024, an application was submitted to vacate a portion of Right of Way easement on McNabb Parkway The site is located on the corner of 488 N Fourth Street and McNabb Parkway.

On June 3rd, 2024, this request was presented to the Planning Board and the Board voted 5-0 to forward a recommendation of approval to the City Commission.

1. This Vacation of Right of way is the first in a couple of legislative steps to facilitate the eventual pool installation on the west side of the house. Currently, a pool cannot be installed in the backyard because of a sewer and overhead power line easement.
2. A fence has been in the Right of Way for over 20 years.
3. When this is presented to the City Commission for vote, approval will require a unanimous vote.



**DEPARTMENT OF DEVELOPMENT SERVICES
CITY COMMISSION
Vacation or Disposal of Public Property
June 6th, 2024**

REQUEST: Review and consider a proposal to vacate a portion of the McNabb Parkway Right of Way.
CASE NO: PZ-24-4
DATE OF BRIEFING: June 6th, 2024

Applicant: Suzanna Ballesteros
Location: 488 N. Fourth Street
Parcel ID: 25-37-10-75-*-13
Zoning Current: RS1 Single Family Residential
Land Use: Residential
Area: Approx. 10,515sqft (.24 Acres)

Approval Considerations/Recommendations (by the Planning Board):

1. The Planning Board considered this request on 06/03/2024 and provided a recommendation of approval for the City Commission with a unanimous vote of 5-0

Request:

On April 04, 2024, an application was submitted to vacate a portion of the McNabb Parkway, Right of Way. The site is located on the corner of 488 N Fourth Street and McNabb Parkway.

Background:

1. This Vacation of Right of way is the first in a couple of legislative steps to facilitate the eventual pool installation on the West side of the house. Currently a pool cannot be installed in the backyard because of a sewer and overhead powerline easement.
 - a. The Vacation will require a unanimous vote of the Commission.
 - b. If the Commission approves the Vacation on the first reading, the ordinance will come back to the City Commission for a second reading and adoption.
 - c. Next, a variance will be required to allow a (6) foot fence to be placed on the property line. This will have to be granted by the Board of Adjustments.
 - i. LDC Section 3-32 (L,3) *On a corner lot, a fence constructed along the side street property line abutting the right-of-way shall have a maximum height of four (4) feet. Alternatively, if the fence is set back a minimum of five (5) feet from the property line abutting the right-of-way, the fence height is permitted to be a maximum of six (6) feet.*
 - d. A variance will also be required for modified Setback measurements for the pool. This will also have to be approved by the Board of Adjustments. Based on the Survey, there is approximately 20 feet from the house to the proposed Vacation property line.
 - i. LDC, Section 3-31 (K,2) *States: In no event shall the vertical wall of a pool be permitted with a setback less than eight (8) feet from the seawall or the side property lines.*

Land Development Code Regulations:

The City's LDC Section 4-20. Vacation or Disposal of Public Property

Section 4-20. Vacation or disposal of public property.

- A. The city commission shall have the authority to authorize the abandonment or vacation of any public road, public street, public alley, or other public right of way within its jurisdiction. Approval shall be by ordinance and a unanimous vote of the commission is required for approval of such action.
- B. The city commission shall have the authority to authorize the disposal, sale, or relinquishment of interests in real property owned by the city. Approval shall be by ordinance and a unanimous vote of the commission is required for approval of such action.
- C. Any approval for the vacation or disposal of public property must be consistent with the City Charter, Comprehensive Plan, and these land development codes (LDC).
- D. A citizen request for the vacation or disposal of public property must be made in writing, in accordance with the guidelines below:
 - 1. Completion of a city provided application with a letter of rationale for approval of the request.
 - 2. A legal description of the property to be disposed or vacated.
 - 3. A boundary survey, as applicable, of properties affected by the request.
 - 4. Authorization from public utilities, as applicable, indicating no objection or evidence that necessary utility easements are being provided.
 - 5. Property owner addresses, received from Brevard County GIS, for all property owners within three hundred (300) feet of the subject site for the purpose of providing written notification of the request.
 - 6. Payment of all required applications and legal notification fees.
 - 7. Any other applicable information which may be required to provide a complete background of the request.
- E. Each request for the vacation or disposal of public property is required to be reviewed by city staff and the planning board prior to submittal to the city commission.
 - 1. The deadline for submitting a request is thirty (30) days prior to the next regularly scheduled planning board meeting.
 - 2. City staff will conduct an initial review of the request and provide the findings to the planning board.
 - 3. One (1) public hearing before the planning board is required, whereby the board will issue a recommendation to the city commission.

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

Findings:

1. The fence has been in the Right of Way for 20 plus years.
2. Sewer and overhead powerlines eliminate the backyard as an option for a pool.
3. Sewer and Power Lines cross the Right of Way perpendicular to the said Right of Way.
4. A city stormwater project was designed to avoid that portion of the Right of Way that is requested to be vacated.

Attachments:

1. Letter of Rational
2. Radius Map
3. Boundary Sketch (Exhibit A)
4. LDC Section 4-20 Vacation or disposal of Public Property

ORDINANCE NO. 1691

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, RELATED TO THE VACATION OF A PORTION OF MCNABB PARKWAY RIGHT OF WAY, APPROXIMATELY SIXTY FEET LONG BY THREE FEET WIDE. MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND EFFECTIVE DATE.

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

WHEREAS, the City has determined that it is sensible to vacate a portion of an existing right of way known as McNabb Parkway to facilitate the installation of various improvements along the side of the house located at 488 N. Fourth Street; and

WHEREAS, the City has determined that this vacation will help provide the necessary distance to facilitate the possible placement of a fence and pool; and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to abutting property owners and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of the public hearing to be held; and

WHEREAS, the City staff has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission (the "City Commission") of the City of Cocoa Beach; and

WHEREAS, the City Commission has reviewed the proposed Ordinance and held an advertised public hearing at which the City Commission provided for public participation in the process in accordance with the requirements of State Law.

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

SECTION 1. The foregoing "Whereas" clauses are hereby declared findings of fact, are true and correct, and are ratified and confirmed by the City Commission.

SECTION 2. The City Commission hereby vacates and abandons an approximate 60 foot by 3 foot portion of McNabb Parkway Right of Way. As more particularly described in **Exhibit "A"**.

SECTION 3. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 4. In the event that any portion of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 5. The provisions of this Ordinance shall not be codified.

SECTION 6. This Ordinance shall not become effective until each of the following has occurred:

- i) The City of Cocoa Beach has provided to the Brevard County Property Appraiser a current survey of the property abutting the vacated portion of the right of way (including the newly

ORDINANCE NO. 1691

acquired property), such survey being paid for by the property owners abutting the vacated portion of right of way:

- ii) Recording of this Ordinance paid for at the expense of the property owners abutting the vacated portion of right of way; and
- iii) A document (acceptable to the City Attorney) has been signed by the property owners abutting the vacated portion of right of way providing for the continuation of all applicable easements needed for the continued function and maintenance of any public utility that continues to operate within the vacated area, whether in its current location or in a relocated location.

Upon Motion by Commissioner _____, seconded by Commissioner _____, this Ordinance was duly adopted at a Regular Meeting of the City Commission of the City of Cocoa Beach, Florida, held on the ____ day of _____, 2022.

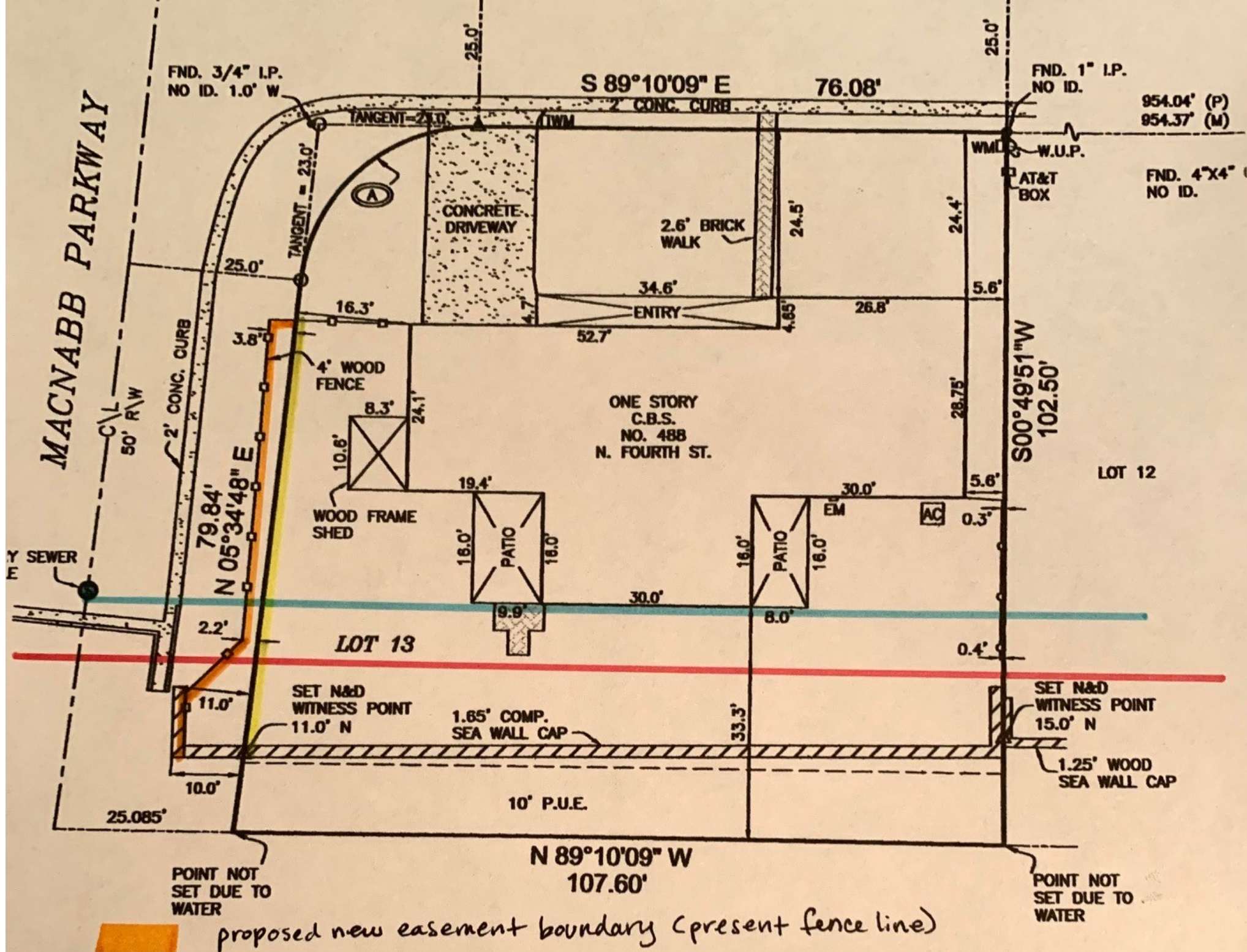
Ayes: _____
Nays: _____
Absent or Abstaining: _____

Keith Capizzi,
Mayor-Commissioner

ATTEST:

First Reading: _____
Date Posted: _____
Date Published: _____

Karen Groom, City Clerk



April 4, 2024

Re: Right of Way and Easement Vacation at McNabb Parkway / 488 N. 4th Street, Convair Cove subdivision

City of Cocoa Beach Board of Commissioners,

We're respectfully requesting the Planning Board vacate a portion of the right of way easement that runs along McNabb Parkway @ N. 4th Street to the canal, so as to allow the present fence line to become the new easement boundary. As it turns out, the present fence line utilized by ourselves and past owners of 488 N. Street since the 1960's, encroaches into the City's right of way easement by several feet, preventing the City from permitting our installation of a much-needed new fence along that current fence line. For us to give up property in an already narrow side yard by building the fence that much closer to the house, would deny our family the ability to enjoy and enhance the side portion of the backyard as we had intended, which includes the installation of an in-ground pool. Maintaining the present depth of the side backyard is important to us, as a hardship exists in the major back portion of the yard where a city sewer line and power lines run the entire length of the rear yard, deeming that space constrained for pool construction.

Our intent upon purchasing the property in 2018 was to install an in-ground pool, offering Bob--who is partially handicapped--that exercise option to aid in his overall health and rehabilitation. The sewer and power line hardships in the backyard forced us to move plans for a pool to the backyard's west side, which would accommodate a narrow pool and deck between the garage wall and the fence. After building a new seawall last summer (and adding the new return inside the City's right of way easement, as permitted by the City and at our expense), a new replacement fence was needed. When our fence contractor applied for a City permit, it was denied since the proposed fence would mimic the existing fence line and encroach into the City's right of way easement. Our intent is to install vinyl privacy fencing from the north end of the fence line, eventually changing to aluminum rung fencing as it approaches the seawall. The aluminum rung fencing would continue along the seawall return's edge southward to the water in order to prevent public loitering at the seawall corner and potential liability concerns. Our fence plan includes installing a 10' double gate where the sewer line runs through the backyard, so as to accommodate any City utility vehicles that may need to access the backyard.

McNabb Parkway North is not currently a through street and dead ends at the seawall/canal. Should the City choose to vacate the portion of easement we

are requesting, a fence at the proposed new boundary line would not impede visibility for motorists or cyclists, since no cars travel on the McNabb stub.

Since 2018, we have been faithfully maintaining the McNabb right of way easement at our expense. We have always been good stewards of the easement so that it is safe, neat and an aesthetically pleasing part of our neighborhood. We are looking forward to soon having a fence that would be equally attractive and functional, while allowing us to enjoy the limited backyard space we do have, as we envisioned.

Sincerely,

Suzanna Ballesteros
Bob Celsor
488 N. 4th Street
Cocoa Beach, FL 32931
(415) 806-7106
(321) 501-6934